



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 22, 2022**

COUNCIL CHAMBERS
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA

AND

ZOOM WEBINAR
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE - 6:00 PM**
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**
3. **PRESENTATION(S)**
 - 3.A **(6:10 PM) Receive Update from Washington State Department of Transportation Regarding the State Route 305 Roundabout Projects - Public Works,** 15 Minutes
[SR 305 COBI Pres 20220322-draft2.pdf](#)
 - 3.B **(6:25 PM) Presentation of Bainbridge Island Welcome Signs,** 5 Minutes
[Welcome Sign Presentation - City_Council_2021-02-23.pdf](#)
 - 3.C **(6:30 PM) Proclamation Declaring March 31, 2022 as "Cesar Chavez Day of Service and Learning,"** 5 Minutes
[Proclamation Honoring Cesar Chavez.docx](#)
4. **PUBLIC COMMENT - 6:35 PM**

Public comment is accepted at this time on any topic of municipal interest. Each commenter will have three minutes to speak. Public comment is not taken on individual agenda items during the meeting. Please refer to guidelines and instructions for public comment attached below. Public comment may be provided in-person in Council Chambers or remotely through Zoom.

- 4.A Instructions for Providing Public Comment**
[Instructions for Providing Public Comment at Hybrid Meetings.docx](#)

5. CONSENT AGENDA - 6:50 PM

All items listed under this section are considered to be routine and will be acted upon with one motion and one vote. There will be no separate discussion of these items unless a member of the City Council, or City Manager so requests, in which event, the item will be considered separately in its normal sequence.

- 5.A Agenda Bill for Consent Agenda,** 5 Minutes

- 5.B Approve Accounts Payable and Payroll,** 5 Minutes
[AP Report to Council of Cash Disbursements 03-23-22.pdf](#)
[Council Report PR 3-20-22.pdf](#)

- 5.C Approve City Council Meeting Minutes,**
[City Council Study Session Minutes, March 1, 2022.pdf](#)
[Special City Council Meeting Minutes, March 8, 2022.pdf](#)
[Regular City Council Meeting Minutes, March 8, 2022.pdf](#)

- 5.D Authorize the City Manager to Execute an Interlocal Agreement with Seattle Police Department regarding Continued Agency Participation in the Internet Crimes Against Children ("ICAC) Multi-Jurisdictional Task Force - Police,** 5 Minutes
[2022_ICAC_Interagency_Agreement.pdf](#)

- 5.E Authorize the City Manager to Execute an Interlocal Agreement with Kitsap County for the Purchase of Public Safety Records Management Software from Executive Information Services (EIS) at a Cost to the City of Bainbridge Island of \$166,045 Paid Over a Five Year Period - Police,** 10 Minutes
[KC-529-21 ILA Records Management System.pdf](#)
[KC-529-21 ILA Records Management System Exhibit A.pdf](#)
[KC-529-21 ILA Total Cost of Ownership Attachment B.pdf](#)

- 5.F Authorize a Professional Services Agreement with Murraysmith, Inc. for the Winslow Water Tank Replacement project in the amount of \$1,388,756 (Water Fund) - Public Works,**

[Winslow Water Tank Replacement Professional Services Agreement.docx](#)
[Winslow Water Tank Replacement PSA Attachment B Scope of Work_31022.pdf](#)
[Winslow Water Tank Replacement Vicinity Map.pdf](#)
[Winslow Water Tank Replacement Capital Improvement Plan Sheet.pdf](#)
[Water Tank Styles_Renderings_.pdf](#)

- 5.G Cancel the April 5, 2022 City Council Study Session**

6. COUNCIL ANNOUNCEMENTS - 6:55 PM

7. CITY MANAGER'S REPORT - 7:05 PM

8. PUBLIC HEARING(S)

- 8.A (7:10 PM) Hold a Public Hearing and Consider Approving Resolution No. 2022-13 to Surplus Tax Parcel (332602-2-062-2006) and Transfer Ownership to the Washington State Department of Transportation (WSDOT) for the Port Madison Road/SR 305 Roundabout Project - Public Works, 10 Minutes**
Resolution No. 2022-13 Declaring One Tax Parcel as Surplus and Authorizing Transfer to WSDOT.docx
Market Value Analysis.pdf
SR305 Surplus Property Compensation Memo.docx
SR305 WSDOT Landscape Proposal.pdf
SR305 Roundabout Plans.pdf
- 8.B (7:20 PM) Hold Public Hearing for Grow Community Phase 2B (formerly Phase 3) Final Subdivision Alteration - Planning, 30 Minutes**
PLN13551I FSUBA SPRA Grow Phase 2B Alteration (formerly Grow Phase 3) Staff Report.pdf
1. Plat of Grow Community II recorded in 2014 under AFN 201412100175.PDF
2. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020.pdf
3. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II.pdf
4. PLN13551I FSUBA SPRA Site Plan.pdf
5. PLN13551I FSUBA SPRA Renderings, Floor Plans, Site Plans, Site Photos.pdf
6. PLN13551I FSUBA SPRA Public and Agency Comment received during public comment periods.pdf
7. Foster Garvey Itr in response to Mohrman opposition memo dated December 29, 2021.pdf
8. PLN13551I FSUBA SPRA Public Comment received after public comment period.pdf
9. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dated January 25, 2021.pdf
10. PLN13551I FSUBA SPRA Development Engineering Recommendation Memo dated March 16, 2022.pdf
11. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dated January 18, 2022.pdf

9. REGULAR BUSINESS

- 9.A (7:50 PM) Adopt Ordinance No. 2022-05 Changing the Manner in which Certain Fees are Updated - Finance, 5 Minutes**
Ordinance No. 2022-05 Relating to How the City Updates Certain Building Code Fees.docx
- 9.B (7:55 PM) Resolution No. 2022-06 Amending the 2022 Fee Schedule to Update Fees Related to Building, Land Development and Engineering and Certain Other Fees, and Directing the City Manager to Consider Policymaking Related to Such Fees and Affordable Housing - Finance, 10 Minutes**
Resolution No. 2022-06 Relating to a Fee Schedule Update.docx
Resolution No. 2022-06 Exhibit A - 2022 Fee Schedule Update.docx
- 9.C (8:05 PM) Adopt the Sustainable Transportation Plan - Public Works, 10 Minutes**
VISION_Sustainable Transportation Plan_20220204.pdf
STP Scenario Alternatives - Working Documents.pdf
CCAC Memo on Sustainable Transportation Plan March 17th 2022.pdf

- 9.D **(8:15 PM) Preliminary Review of the Terms for the Two Million Dollar (\$2 million) Grant of American Rescue Plan Act (ARPA) Funds to Housing Resources Bainbridge toward the Development of Thirteen (13) Affordable Housing Units at 550 Madison Avenue,** 20 Minutes
ARPA Funds Agreement - COBI and HRB for 550 Madison - Draft for Consideration.docx
- 9.E **(8:35 PM) Consider Standard Operating Procedures Related to Appointments to City Advisory Groups - Executive,** 10 Minutes
- 9.F **(8:45 PM) Form Joint Bainbridge Island/Poulsbo Council Subcommittee,** 10 Minutes
Subcommittee Request Form - Joint Poulsbo_BI Council Subcommittee_.docx
- 9.G **(8:55 PM) Designate Council Member to Participate in Planning Director Panel Interview - Executive,** 5 Minutes

10. COMMUNICATIONS

- 10.A **(9:00 PM) Consider Request from Mayor Deets to Discuss Interim Process for City Advisory Committee Appointments - Mayor Deets,** 5 Minutes
Agenda Request from Mayor Deets.docx

11. ADJOURNMENT - 9:05 PM

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.



City Council meetings are wheelchair accessible. Assisted listening devices are available in Council Chambers. If you require additional ADA accommodations, please contact the City Clerk's Office at 206-780-8604 or cityclerk@bainbridgewa.gov by noon on the day preceding the meeting.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:10 PM) Receive Update from Washington State Department of Transportation Regarding the State Route 305 Roundabout Projects - Public Works,

SUMMARY: A representative from the Washington State Department of Transportation will provide an update to the City Council regarding the State Route 305 Roundabout projects.

AGENDA CATEGORY: Presentation

PROPOSED BY: Public Works

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	N/A
One-Time Cost:	N/A
Included in Current Budget?	No

BACKGROUND: The Washington State Department of Transportation (WSDOT) is planning to build two roundabouts on Bainbridge Island along the SR305 corridor at the Port Madison and Adas Will intersections. According to the WSDOT web page (<https://wsdot.wa.gov/Projects/SR305/winslowferrytohostmarkstsafety/default.htm>), the projects are anticipated to begin construction in the summer of 2021. For this agenda item, representatives from the WSDOT project team will provide a status update on the roundabout projects and will be available for questions from the City Council.

ATTACHMENTS:

[SR 305 COBI Pres 20220322-draft2.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

SR 305 Winslow Ferry to Hostmark Street – Safety Improvements

**Bainbridge Island City Council Meeting
March 22, 2022**

Lone Moody PE, Project Engineer
JoAnn Schueler PE, Assistant Regional Administrator



SR 305, Winslow to Hostmark

Presentation

Meeting Purpose: Brief the Council on status of proposed corridor improvements with focus on upcoming construction of: West Port Madison, Agatewood Rd, Adas Will Ln Safety Improvements.

- Project Background
- Corridor Priorities and Improvements
- Delivery Plan
- SR305 West Port Madison/Adas Will – project status
- Questions



SR 305, Winslow to Hostmark

Legislative Description

Constructs safety and mobility improvements on SR 305 from the Bainbridge Ferry Terminal to Hostmark Street.

Purpose and Need:

Congestion along the SR 305 Corridor from Poulsbo to the Winslow Ferry terminal affects travel times, traveler safety and economic vitality. Performance based strategies are needed to:

- Improve corridor safety and mobility
- Address the constraints of the existing Agate Pass bridge
- Provide multi-modal incorporation through and across the corridor
- Increase the ability to move people and improve the corridor capacity overall
- Provide travel time reduction and reliability
- Address access needs for adjacent properties
- Protect and enhance the environment

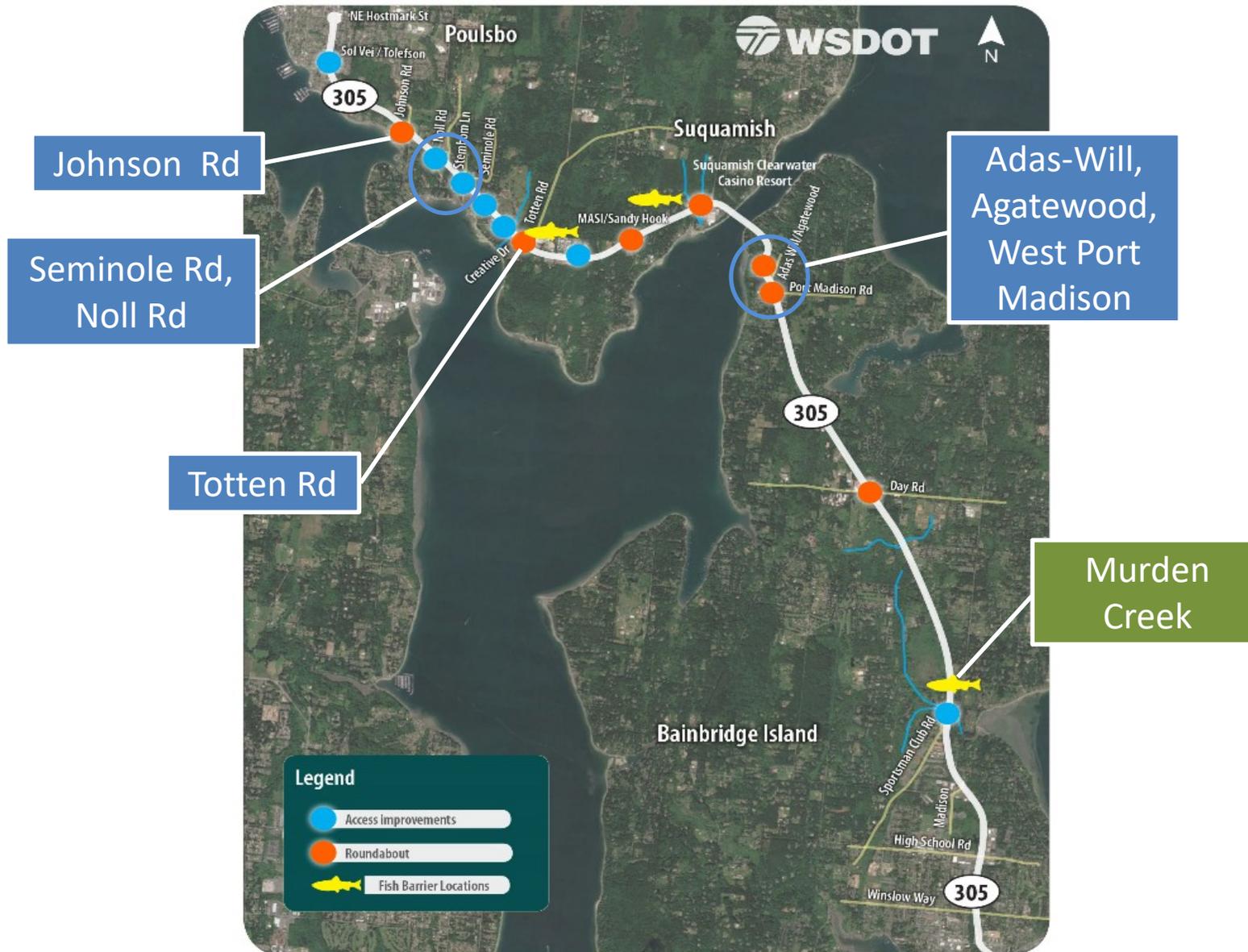


Corridor Project Benefits

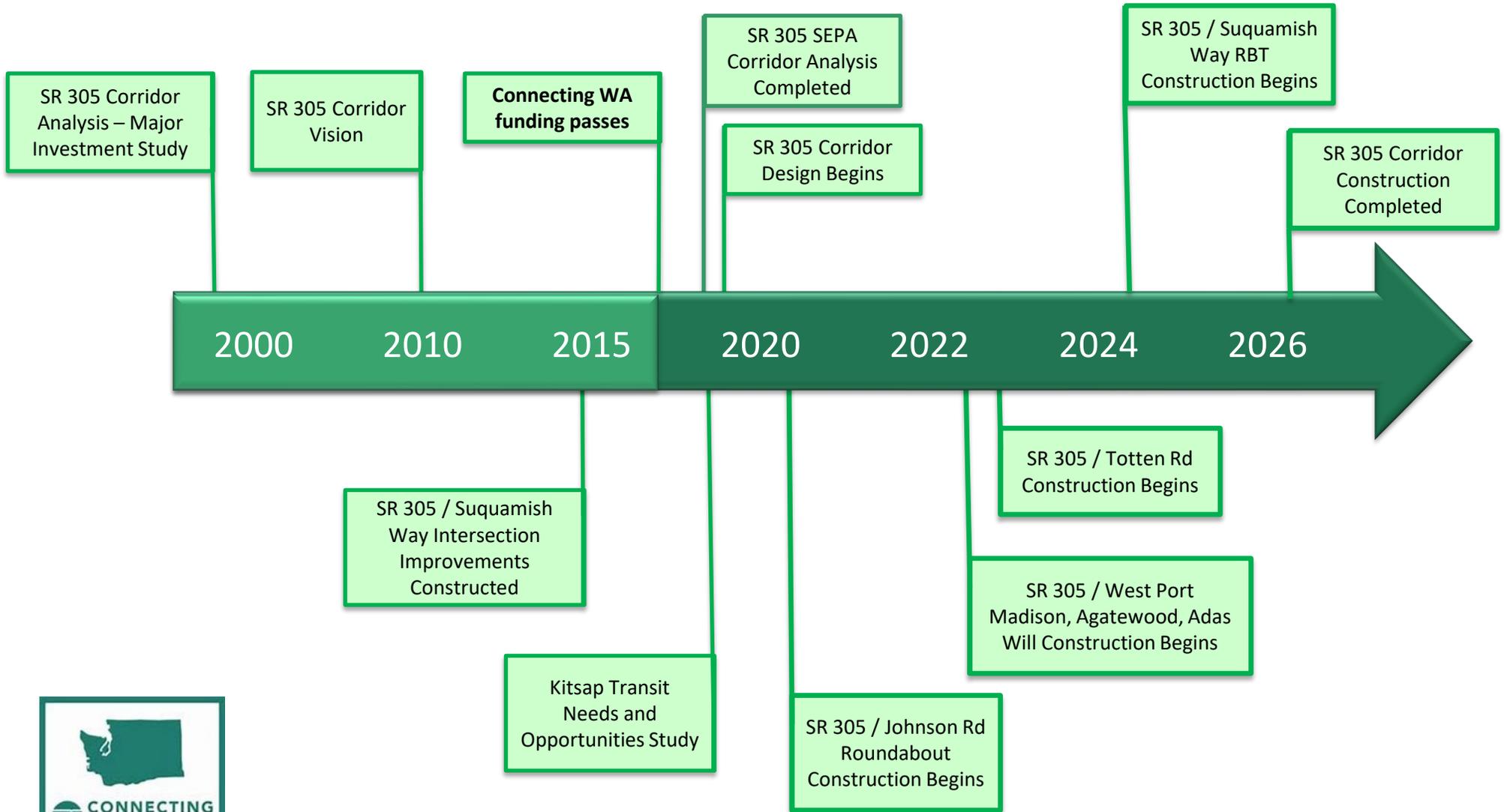
- Improves safety by reducing conflict points and potential for collisions
- Improves traffic flow and access
- Safer Intersections for pedestrians and bicyclists
- Corrects three fish passage barriers and improves water quality to protect and restore salmon runs



Corridor Improvements



Project History and Timeline



HIGHEST PERFORMING IMPROVEMENTS

Score	Improvements	
	Highest	Suquamish Way <u>Roundabout*</u>
	Day Road	
	Adas Will/Agatewood Road	
	Johnson Road	
	Port Madison Road	
	Totten Road	
	Seminole Road	
	Masi Shop/Sandy Hook	
	Noll Road	
	Sol Vei/Tollefson/Delate	
	Sportsman Club Road Left Turn Lane	
	Suquamish Way <u>Left Turn Lane*</u>	
	Lower	Access Modifications

\$36.6 Total Budget

- Scores based on achieving corridor goals
- Implementation schedule based on readiness and budget availability

Corridor Performance Goals

Congestion
Reduce congestion and improve mobility

Transit
Improve transit travel time and reliability

Access
Manage needs through access management

Safety
Improves safety

Non-motorized
Improves non-motorized safety

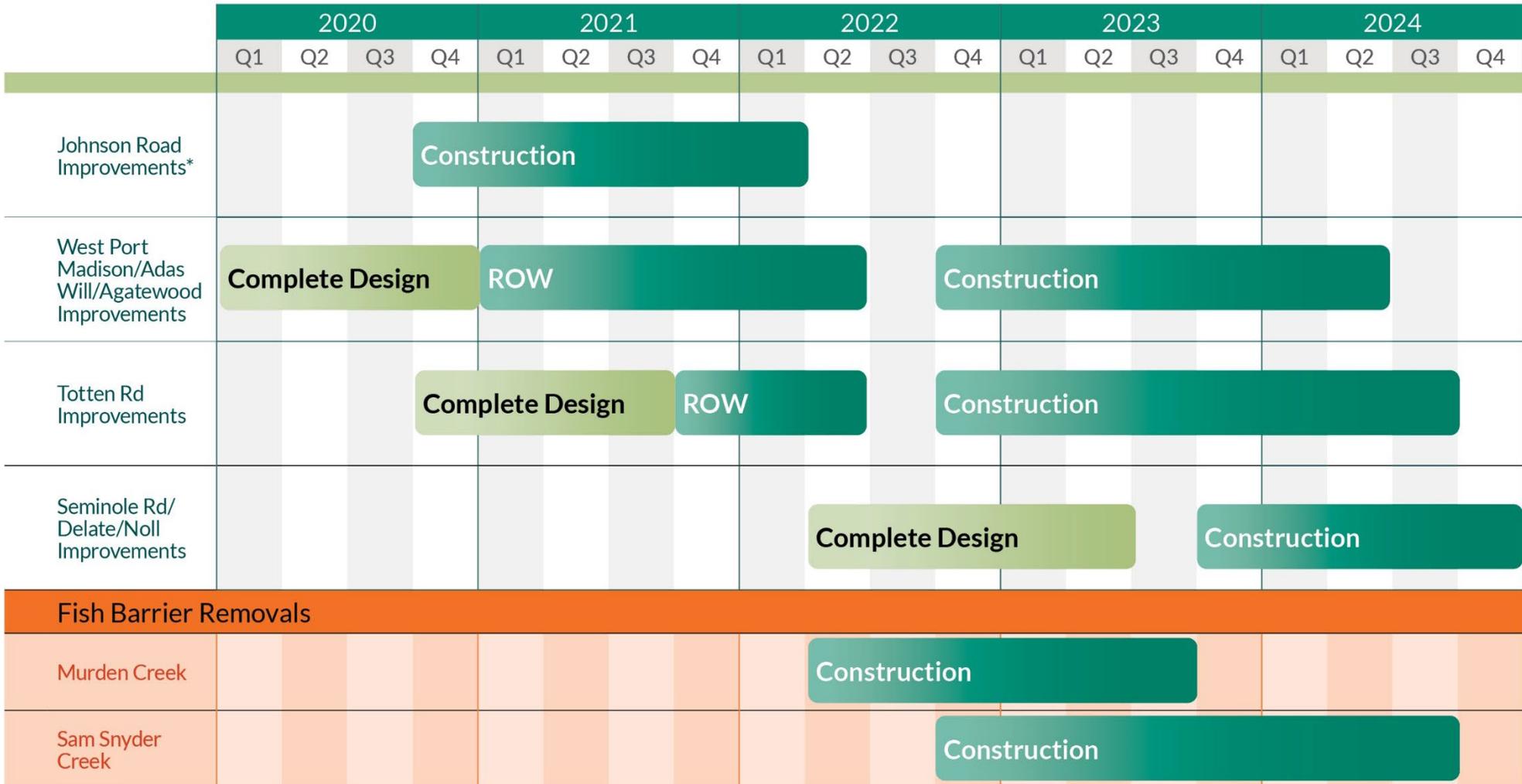
Environment
Improves the environment

**1 of the 2 Suquamish Way options will be implemented.*



SR 305, Winslow to Hostmark

Delivery Plan - Schedule



SR 305 - Existing Conditions

Adas-Will
Looking north



Agatewood
Looking north



West Port Madison
Looking north



- Stop controlled intersections
- Hazardous left turns with significant delay due to congestion
- Segments of narrow shoulders (<6 ft)
- No pedestrian facilities to support transit stops or crossing SR305
- Bus stops only on one side for Adas Will and Agatewood
- History of collisions
- No stormwater quality or flow control facilities

Adas-Will, Agatewood, West Port Madison Overview



- Implements 2 of the top 5 priority projects in the corridor
- Crash history
- 3 intersections work together as a complete system providing safety and access control
- U-turns improve safety and reduces delay (eliminates left turns)
- This set of improvements are compatible with and compliment future projects in the corridor
- Splitter islands will be grey concrete instead of red

SR 305 Improvements

Adas-Will



West Port Madison



- *Roundabouts at Adas-Will and West Port Madison
- Right-in/out at Agatewood with U-turns at Adas Will and West Port Madison
- 8 ft shoulders between Adas Will and West Port Madison
- 10 ft mixed use sidewalks (bikes/peds) buffered from traffic; Crosswalks
- 15 ft sidewalks at Transit stops for shelters
- Paired Bus stops with pullouts at each intersection
- Water quality and flow control facilities

**Roundabout = fewer conflict points; lower speeds virtually eliminate head-on crashes and improve reaction time resulting in fewer and less severe crashes*





SR 305, West Port Madison/Adas Will Roundabout

Planned Public Communications:

- Project website updates via wsdot.wa.gov
- Media releases, including social media
 - Work with City to share information
- Construction updates and notices via email
 - Utilize existing listserv
- Project information hotline
- Electronic message signs as needed
- Photos and video including Flickr album



Adas-Will, Agatewood, West Port Madison

Design Rendering



Next Steps:

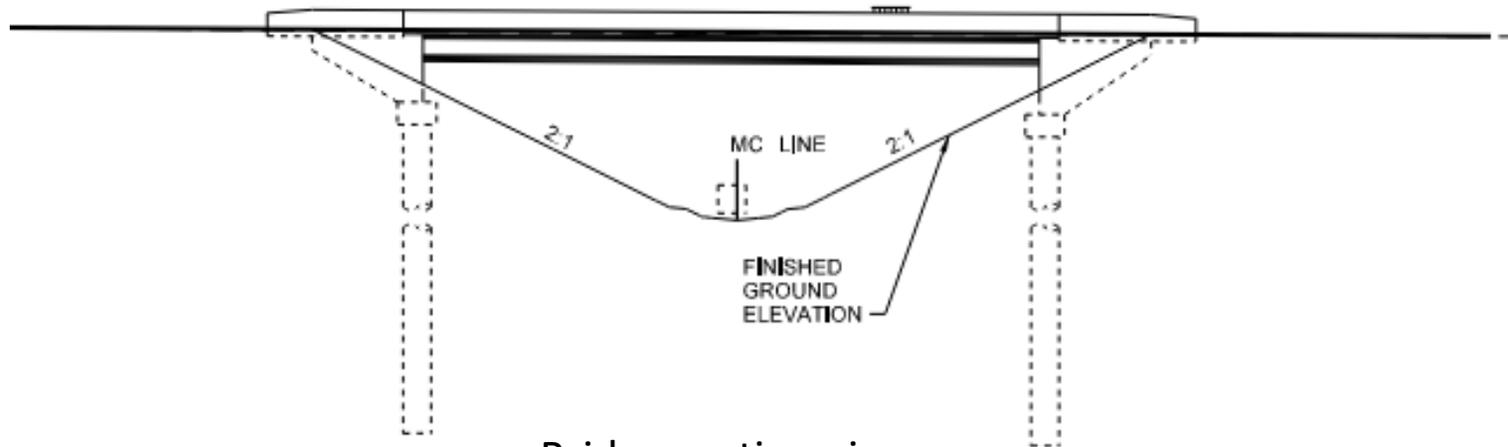
- Complete Right of Way acquisitions
- Complete agreements with the City
- Complete permitting
- Complete utility relocations
- Update Landscaping Plan
- Advertise project for bids – projected June 2022

Fish Barrier Murden Creek

Construction starting summer 2022



- Replacing existing box culvert with a single span concrete bridge
- Funding through WSDOT's Fish Barrier Removal program
- Opened bids March 10, 2022
- Construction start – August 2022
- Construction completion – late 2023



Bridge section view

SR 305, Winslow to Hostmark

Questions?



Thank-you!

Contacts

[Doug Adamson](#)

WSDOT Media Relations
360-357-2716

[Lone Moody](#)

WSDOT Port Orchard Project Engineer
253-538-3360

Project website:

www.wsdot.wa.gov/Projects/SR305/winslowferrytohostmarkstsafety/default.htm





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:25 PM) Presentation of Bainbridge Island Welcome Signs,

SUMMARY: In February 2021, the City Council approved the request and recommendation of the Race Equity Advisory Committee (REAC) to commit to the development and installation of a series of "Welcome Signage" (Welcoming Signs).

These signs were approved with the intention of clearly demonstrating that the City of Bainbridge Island is a welcoming and inclusive community.

Due to disruptions caused by the response to the COVID Pandemic, there has not been a formal recognition of the Bainbridge Island Welcome Signs. This is the "formal" presentation of the Welcoming Signs.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Welcome Sign Presentation - City Council 2021-02-23.pdf](#)

FISCAL DETAILS: The design and development of signs at various locations was supported via a budget of \$6,700.00

Fund Name(s):

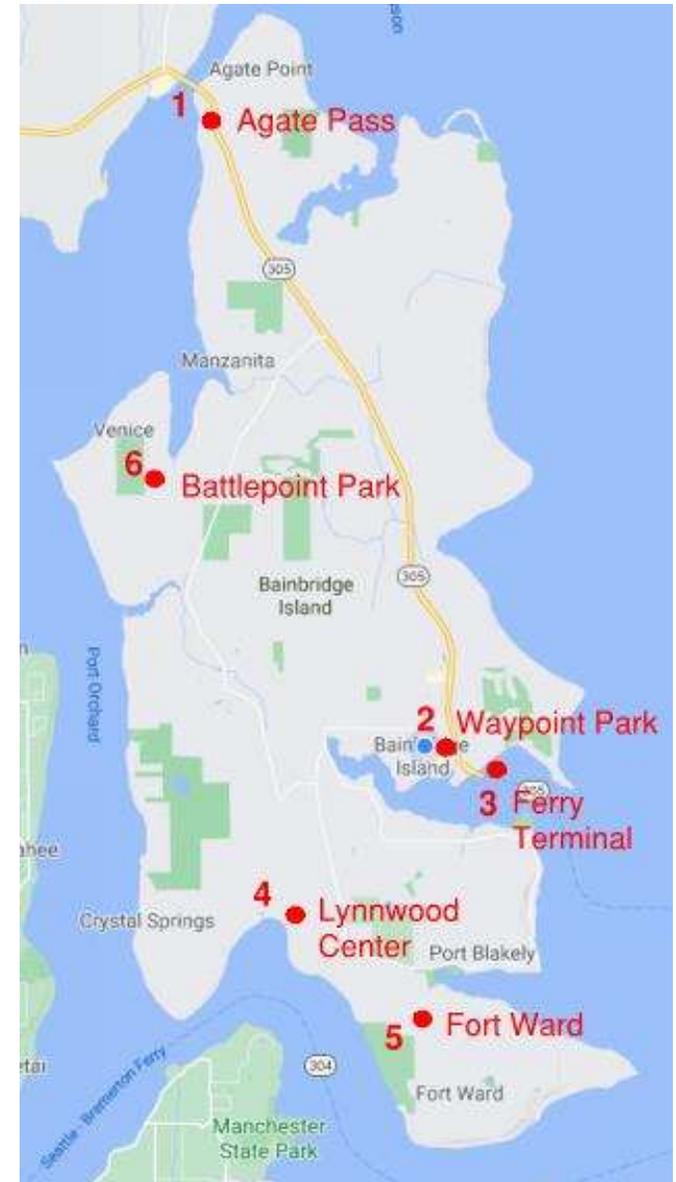
Coding:

Welcoming Signs

- Three Sign Graphics
- Six Locations
- Budget Request



Race Equity Advisory Committee



Welcoming Sign project

TASK #	DESCRIPTION	PERCENT COMPLETE	TARGET DATE	NOTES
1	Set goals and expectations with RETF	100%	10/1/2020 (RETF mtg)	Purpose; audience; goals; review existing words/graphics
2	Review wording and graphics with RETF	100%	11/5/2020 (RETF mtg)	Select preferred options
3	Review with REAC (formerly RETF)	100%	1/21/2021 (REAC mtg)	Final sign graphics and locations
4	Prepare cost estimate and present to Council for approval and budget authorization	95%	2/23/21 (Council mtg)	Public communication via Council meeting and City Manager's Report
5	Coordination with WSDOT and WSF	50%	Q1 2021	Ongoing
6	Sign manufacturing and installation	10%	Q2 2021	Schedule dependent on Council action
*RETF = Race Equity Task Force		REAC = Race Equity Advisory Committee		



Race Equity Advisory Committee

**Agate Pass (1)
Waypoint Park (2)**

30"x24"



DIVERSITY + EQUITY + INCLUSION

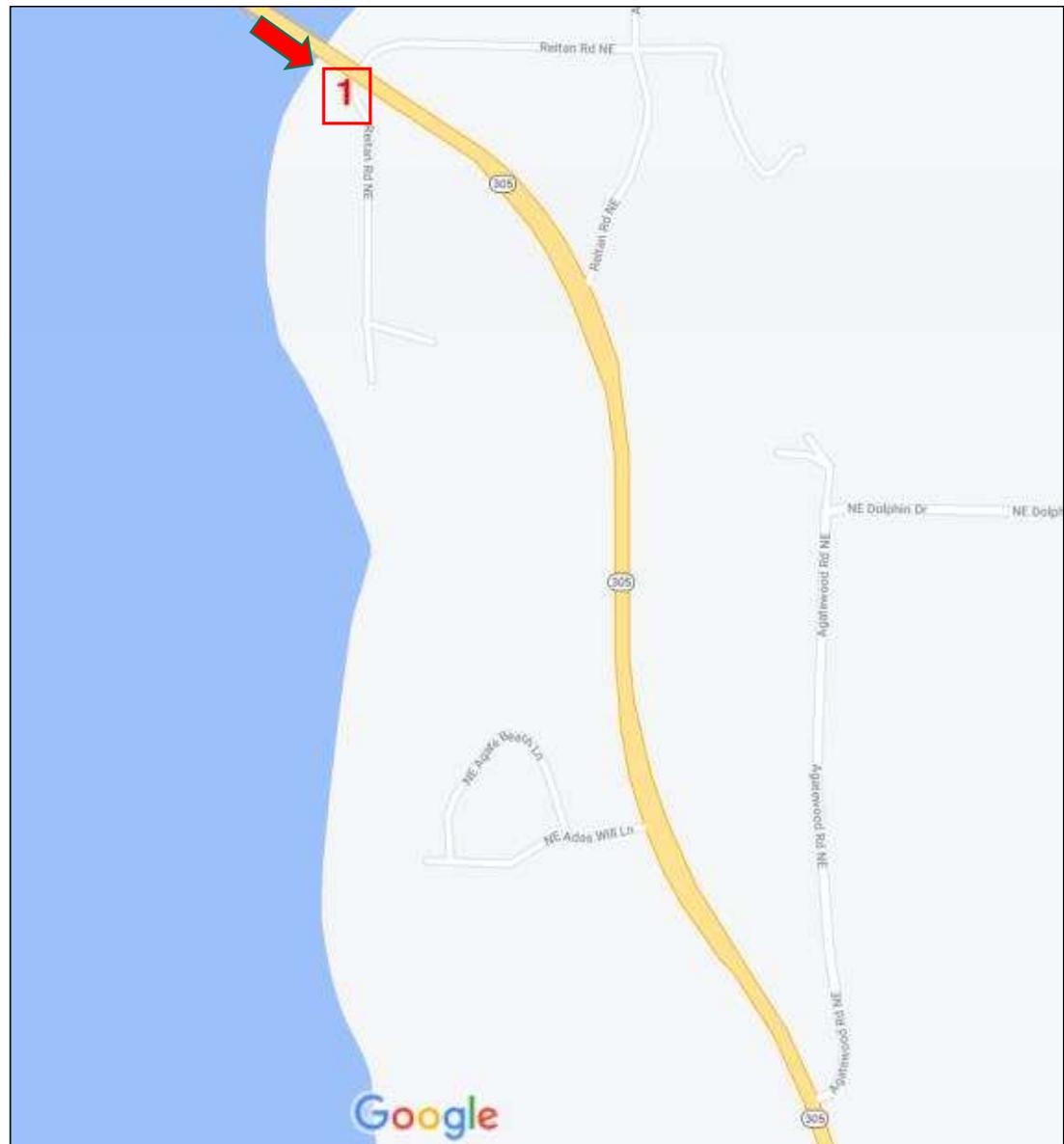
A CITY WELCOME TO ALL

RACE EQUITY ADVISORY COMMITTEE



Agate Pass Location

Agate Pass Location





Waypoint Park Location

Ferry Terminal (3)

24"x24"





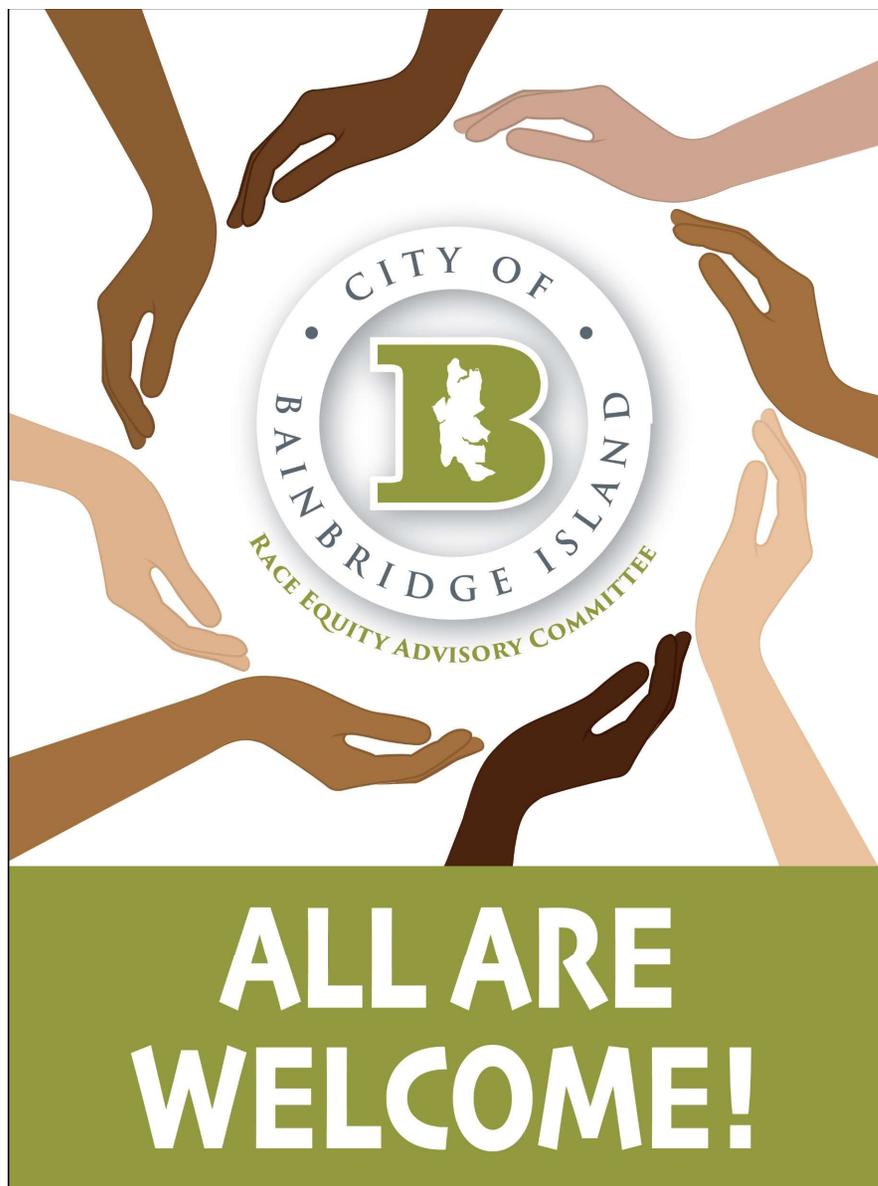
Ferry Terminal Location



Overhead Walkway 2023

Lynwood Center (4)
Blakely Harbor (5)
Battle Point Park (6)

18"x24"



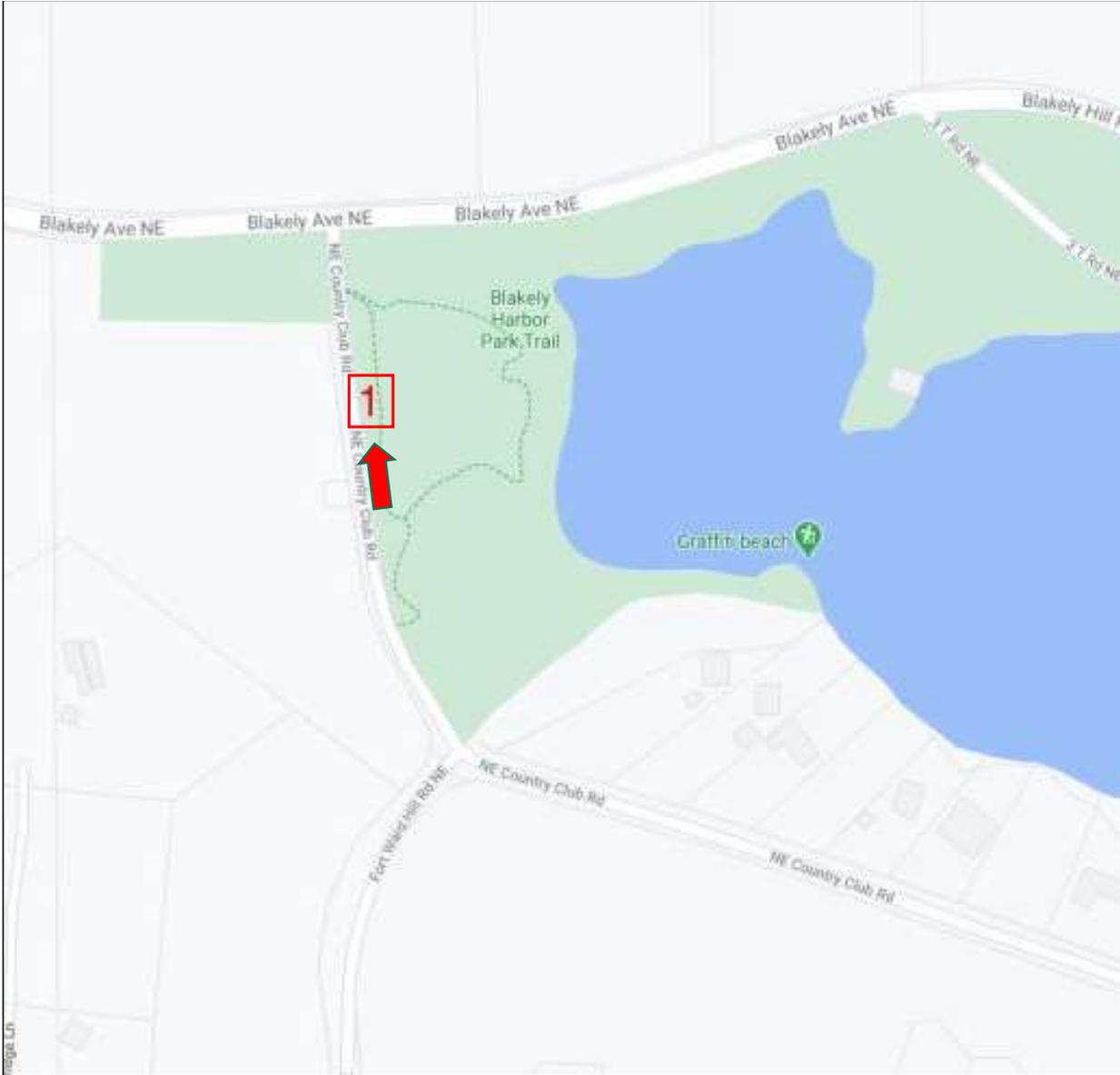


Lynwood Center Location



Blakely Harbor Location

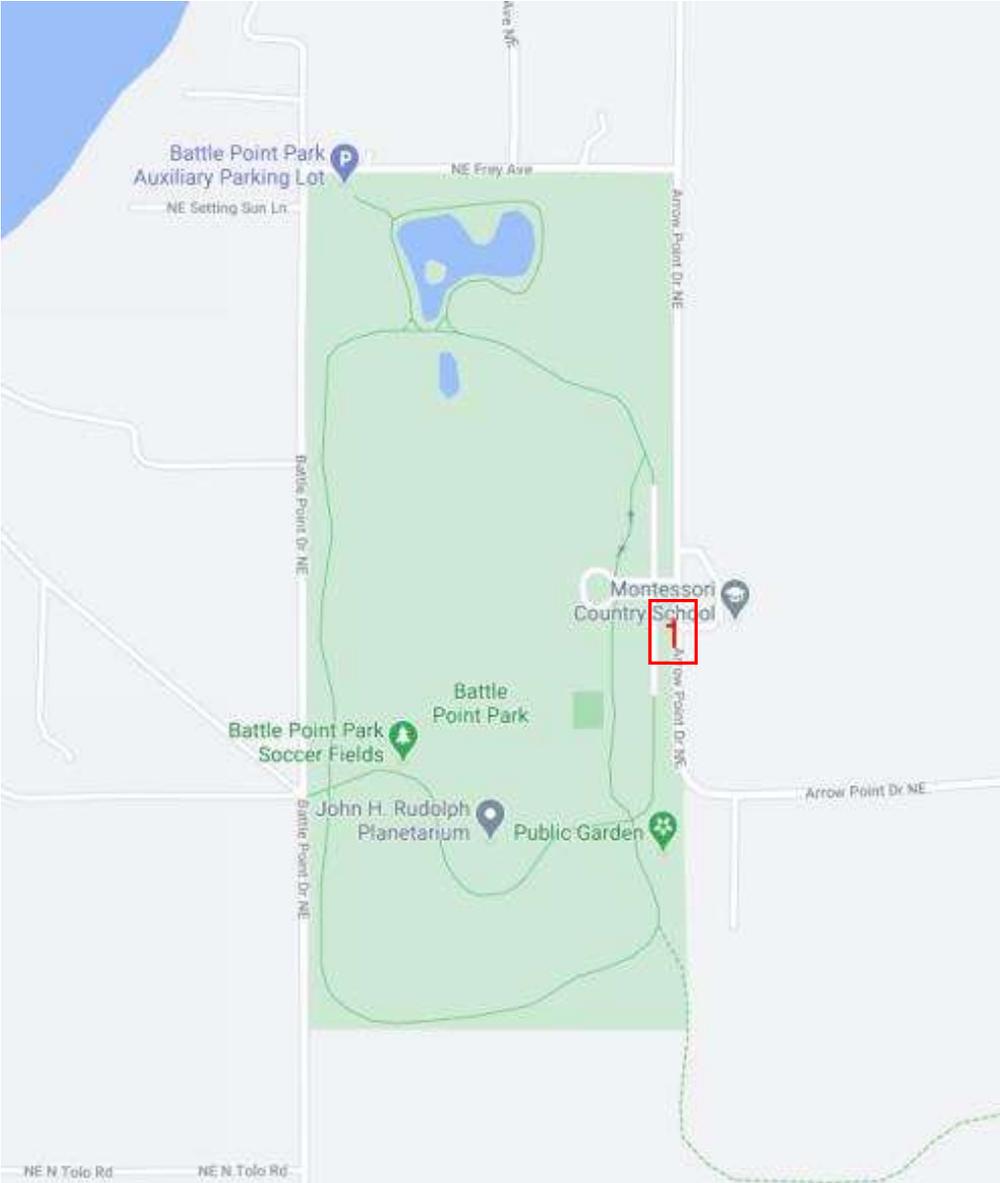
Blakely Harbor Location





Battle Point Park Location (approximate)

Battle Point Park Location



Budget Request



Engineer's Estimate
Race Equity Advisory Committee Welcoming Signs
February 10, 2021

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	COST
Welcoming Signs					
1	Graphic Design	1	LS	\$1,500.00	\$1,500.00
2	Project Temporary Traffic Control	1	LS	\$300.00	\$300.00
3	Site Preparation	1	LS	\$200.00	\$200.00
4	Relocation of (3) Existing Signs	1	LS	\$500.00	\$500.00
5	Aluminum Sign 24"x24"	1	EA	\$200.00	\$200.00
6	Aluminum Sign 18"x24"	3	EA	\$150.00	\$450.00
7	Aluminum Sign 30"x24"	2	EA	\$250.00	\$500.00
8	2x2 Metal Post - 12'	6	EA	\$40.00	\$240.00
9	Project Management	1	LS	\$600.00	\$600.00
10	Installation Labor and Equipment	1	LS	\$1,200.00	\$1,200.00
11	Contingency	1	LS	\$400.00	\$400.00
				Subtotal	\$6,090.00
				Sales Tax	\$609.00
				Total	\$6,699.00



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:30 PM) Proclamation Declaring March 31, 2022 as "Cesar Chavez Day of Service and Learning,"

SUMMARY: The attached proclamation declares March 31, 2022 as "Cesar Chavez Day of Service and Learning." Staff requests that the Council approve the proclamation and designate it as an annual proclamation that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to authorize the Mayor to sign the proclamation declaring March 31, 2022 as "Cesar Chavez Day of Service and Learning," and to designate this proclamation as an annual proclamation that may be signed by the Mayor without further Council action.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Proclamation Honoring Cesar Chavez.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring March 31, 2022 as “Cesar Chavez Day of Service and Learning.”

WHEREAS, Cesar Estrada Chavez was born, March 31, 1927, on a small family ranch near Yuma, Arizona. After serving our nation in WWII, Cesar Chavez returned to farm labor in California and began advocating for farm workers’ rights. On April 23, 1993, Cesar Chavez passed away, leaving behind an enduring legacy of service and leadership; and

WHEREAS, Cesar Chavez’ influence has made a lasting impact on farm labor issues and inspired millions to achieve educational and political success; and

WHEREAS, Cesar Chavez’ leadership will be remembered for utilizing the principles of nonviolence and service to community; and

WHEREAS, Cesar Chavez founded the National Farm Workers Association, which ultimately became the United Farm Workers of America (UFW), AFL-CIO, the first successful farm workers’ union in United States history. Under Chavez’s tireless leadership, the UFW was the first to win collective bargaining rights for farm workers; and

WHEREAS, the UFW’s collective bargaining agreements significantly improved the quality of life for farmworkers throughout the United States; and

WHEREAS, in 1994, Cesar Chavez was posthumously awarded the Presidential Medal of Freedom, the highest civilian honor in the United States; and

WHEREAS, on Cesar Chavez’ birthday, March 31, individuals and organizations throughout this nation will celebrate his life and work by participating in community service projects; and

NOW, THEREFORE, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim that the thirty-first day of March shall annually be known as “Cesar Chavez Day of Service and Learning” in order to reflect on and honor the life of this distinguished leader, promote the principles of non-violence, and service to community.

DATED this 22nd day of March, 2022

Joe Deets, Mayor



CITY OF
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City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME:

AGENDA ITEM: Instructions for Providing Public Comment

SUMMARY: Instructions for providing public comment are attached.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Instructions for Providing Public Comment at Hybrid Meetings.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



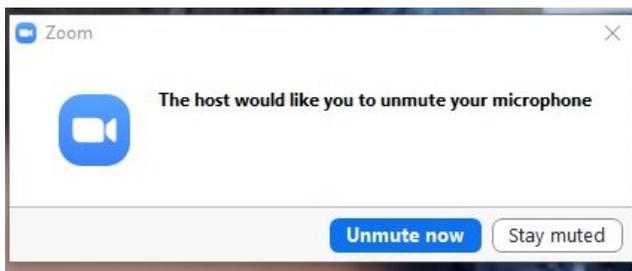
CITY OF
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CITY CLERK'S OFFICE

Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov. Members of the public who wish to provide public comment may attend the business meeting in Council Chambers or may participate remotely by following the instructions outlined below. If you are attending in-person, please sign up to speak on the sign-in sheet by the Chamber doors. The Mayor will call the people signed up on the sign-in sheet in Council Chambers first, and speakers will have three minutes to speak from the podium. Following the in-person comment, the Mayor will call people who have raised their hands in the Zoom meeting. A timer on the screen will indicate when 3 minutes have elapsed. Guidelines for public comment are also attached.

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT REMOTELY

1. Join the Zoom webinar by following the link posted on the agenda and on the City calendar.
2. Sign in to Zoom with your full name.
3. The Mayor will indicate when it is time for public comment.
4. Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen.
5. Attendee clicks button "Unmute now" after they are called to speak by the Mayor.



6. Attendee will appear on screen with other panelists, but without video, just name.

IMPORTANT NOTE: If you do not have the latest version of Zoom, the Clerk will promote you to panelist. You will then appear with video enabled. Look for the video icon in the bottom left-hand corner of the screen to turn off your video.

7. Attendee provides their comment.

8. A timer on the screen will track your time.
9. Stop speaking when the timer reaches the 3-minute mark.
10. Attendee is returned to attendee group, and microphone is muted.
11. Public comment is simply received by the Council, with no response.

Excerpt from the Governance Manual regarding public comment:

5.6 Respect and Decorum

It is the duty of the Presiding Officer and Councilmembers to maintain dignity and respect for their offices, City staff, and the public. While the Council is in session, the Councilmembers shall preserve civility, order and decorum. No member of the public shall, by conversation or otherwise, delay, disrupt, or interrupt the proceedings of the Council, nor engage in any of the prohibited behavior described below. Councilmembers and the public shall obey the proper orders of the Presiding Officer of the meeting.

5.6.1 Orderly Behavior and Civility in Remarks

Any person disrupting the business of the Council, either while addressing the Council or attending the proceedings, shall be asked to leave, or be removed from the meeting. Continued disruptions may result in a point of order by the Presiding Officer or a Councilmember pursuant to the Council's parliamentary rules, or a recess, forced removal, or adjournment as described elsewhere in this manual. Disruptive behavior includes, but is not limited to, the following:

- (a) Speaking without being recognized by the Presiding Officer.
- (b) Continuing to speak after the allotted time has expired.
- (c) Speaking on an item at a time not designated for discussion by the public of that item, such as speaking on a quasi-judicial item at a time other than during a public hearing or closed record proceeding on the matter.
- (d) Throwing objects.
- (e) Speaking on an issue that is not within the jurisdiction of the City Council or is otherwise irrelevant to Council business.
- (f) Speaking in favor of or in opposition to a ballot proposition or a candidate for public office, provided, that public comment is allowed when the City Council is considering taking a collective position in favor of or in opposition to a ballot proposition as authorized in RCW 42.17A.555.

- (g) Impersonating a City Councilmember or a member of the City staff.
- (h) Shouting or otherwise engaging in loud or boisterous behavior.
- (i) Continuing to make repetitive remarks after being requested not to do so by the Presiding Officer or a majority of the City Council.
- (j) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.
- (k) Booing, hissing, or otherwise disrupting the comments of another speaker.
- (l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, or any other words considered "fighting words" under constitutional law.
- (m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2 Permission Required to Address the Council

Persons other than Councilmembers and Administration shall be permitted to address the Council only upon recognition and introduction by the Presiding Officer of the meeting.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the Consent Agenda.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to approve the Consent Agenda as presented.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Approve Accounts Payable and Payroll,

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve accounts payable and payroll.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[AP Report to Council of Cash Disbursements 03-23-22.pdf](#)

[Council Report PR 3-20-22.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: March 03, 2022 - March 17, 2022
 CITY COUNCIL: March 04, 2022 - March 18, 2022

Last check from previous run: 358325 dated 3/09/2022 issued to West Hills Ford Mazda for \$104.39
 Last ACH from previous run: 711 dated 3/09/2022 issued to Westbay Auto Parts for \$159.30

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	01/26/2022	358015	PW/BHC Consultants/Check was lost in the mail and reissued	N/A
Manual	03/04/2022	358326	CenturyLink/Citywide telemetry - Feb. 2022	58.37
Manual	03/04/2022	358327	City of Bainbridge Island/SSWM Fees 2022	44,268.00
Manual	03/04/2022	358328	PW/Forms + Surfaces/Madison Ave road end benches	3,429.18
Manual	03/04/2022	358329	PW/Island Hands/Janitorial Services	14,216.84
Manual	03/04/2022	358330	Kitsap County Treasurer/Feb. 2022 out court remit	23.98
Manual	03/04/2022	358331	WA ST Treasurer/Feb. 2022 court fines collected for the State	2,204.93
Manual	03/04/2022	358332	WA Water Service/Decant facility water	160.52
Manual	03/11/2022	358333	AT&T Onenet Service/Fax long distance	13.22
Manual	03/11/2022	358334	Bainbridge Disposal/Citywide disposal services	2,654.75
Manual	03/11/2022	358335	PW/BHC Consultants/Reissue check #358015 which was lost in the mail	19,976.43
Manual	03/11/2022	358336	CenturyLink/Citywide telemetry - Mar. 2022	4,247.83
Manual	03/11/2022	358337	Puget Sound Energy/Citywide energy services	42,177.47
Manual	03/11/2022	358338	Verizon/Citywide wireless charges - Mar. 2022	5,583.23

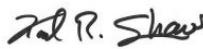
Total Manual Checks and Electronic Disbursements	139,014.75
---	-------------------

Regular Run Checks	03/23/2022	358339-358419	Total Regular Check Run	461,809.42	
Regular Run ACH	03/23/2022	712-754	Total Regular ACH Run	327,319.62	
				Total Disbursements	928,143.79

Retainage Release	3/11/2022	202	Asphalt Patch System/Retainage release for 2021 sidewalk replacements	3,950.06
Travel Advance	N/A	N/A		

Prepared and Reviewed by  Jacob Kines, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.


 Karl R. Shaw, Accounting Manager

3/16/2022

Date

JK

03/11/2022 09:06
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 628	111100	CASH-RETAINAGE	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
INVOICE DTL DESC									
202	03/11/2022	PRTD	9830 ASPHALT PATCH SYSTEM	254232	RETREL-01039	03/09/2022	RT031122	3,950.06	
Invoice: RETREL-01039				3,950.06	41628860 586000	RET REL 2021 CONCRETE SIDEWALK REPLACEMENTS			
							CHECK	202 TOTAL:	3,950.06
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***		3,950.06	
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						1	3,950.06		
							*** GRAND TOTAL ***	3,950.06	

03/11/2022 09:06
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CITY OF BAINBRIDGE ISLAND
 A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3 91									
APP 622-213000	03/11/2022	RT031122	031122			ACCOUNTS PAYABLE		3,950.06	
						AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100	03/11/2022	RT031122	031122			CASH-RETAINAGE			3,950.06
						AP CASH DISBURSEMENTS JOURNAL			
						JOURNAL 2022/03/91	TOTAL	3,950.06	3,950.06

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622	EXPENDABLE TRUST FUND	2022	3	91	03/11/2022			
	622-213000					ACCOUNTS PAYABLE	3,950.06	
	628-111100					CASH-RETAINAGE		3,950.06
						FUND TOTAL	3,950.06	3,950.06

** END OF REPORT - Generated by Jacob Kines **

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
712	03/23/2022	EFT	7726 AIR MANAGEMENT SOLUT	254186	0001137916	02/28/2022	03/20/22	887.85
	Invoice: 0001137916			887.85	73011897	54810000707	PW/MAJOR HVAC MAINTENANCE HIDDEN COVE RD PWY HVAC-REPAIRS	
							CHECK	712 TOTAL: 887.85
713	03/23/2022	EFT	8395 INTUITIVE CONTROL SY	254119	SIN0948812	02/28/2022	03/20/22	1,000.00
	Invoice: SIN0948812			1,000.00	51011217	548500	POL/TRAFFIC SUITE SUPPORT PD-C/E-PARKING ENF-COMP SUPPOR	
							CHECK	713 TOTAL: 1,000.00
714	03/23/2022	EFT	8991 ALLIANCE 2020, INC	254035	5836230	02/28/2022	03/20/22	91.37
	Invoice: 5836230			91.37	33011161	541100	HR/BACKGROUND CHECKS HR-C/E-PROF SVCS	
							CHECK	714 TOTAL: 91.37
715	03/23/2022	EFT	4365 AUTOMATIC FUNDS TRAN	254138	BAIN2202028	02/28/2022	03/20/22	687.85
	Invoice: BAIN2202028			150.00	41011141	541100	FIN/B&O FEB 2022	
				537.85	41011141	542500	FIN - C/E ADMIN PROF SERVICES FIN-C/E-ADM-POSTAGE/SHIPPING	
	Invoice: 123325			254259	123325		03/01/2022	03/20/22
				322.46	43411341	541100	FIN/STATEMENT PREP AND MAIL	1,309.13
				322.46	43421351	541100	FIN - WATER ADMIN PROF SERVICE	
				242.35	91411891	542500	FIN - SEWER ADMIN PROF SERVICE	
				242.34	91421891	542500	GG-WTR-FAC-POSTAGE	
				179.52	41011141	531100	GG-SWR-FAC-POSTAGE FIN - C/E ADMIN SUPPLIES	
							CHECK	715 TOTAL: 1,996.98
716	03/23/2022	EFT	55 SOUND PUBLISHING, IN	254325	BIR950086	03/11/2022	03/20/22	80.75
	Invoice: BIR950086			80.75	11011113	544000	CC/PUBLIC HEARING GROW 3/22/22 COUNCIL - LEGAL NOTICES	
	Invoice: BIR950120			254326	BIR950120		03/11/2022	03/20/22
				96.33	11011113	544000	CC/PUBLIC HEARING RESOLUTION 2022-13 COUNCIL - LEGAL NOTICES	96.33
	Invoice: BIR948249			254047	BIR948249		02/11/2022	03/20/22
				189.83	72311942	64400000724	ENG/CONSTRUCTION OF POLICE, COURT BUILDING PD/COURT BLDG-ADV	189.83
	Invoice: BIR949458			254286	BIR949458		03/04/2022	03/20/22
				46.75	11011113	544000	CC/ORDINANCE NO 2022-03 COUNCIL - LEGAL NOTICES	46.75

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	716 TOTAL:	413.66
717	03/23/2022	EFT	9856 BARR-TECH LLC	254262 7544	01/31/2022		03/20/22	5,526.30
	Invoice: 7544			5,526.30	73425358	54790100551	PW/BIOSOLIDS PROCESSED JANUARY 22 85.02 TONS BIOSOLIDS WASTE DISPOSAL	
	Invoice: 7594			254263 7594	02/28/2022		03/20/22	5,499.65
				5,499.65	73425358	54790100551	PW/BIOSOLIDS PROCESSED FEB 22 84.61 TONS BIOSOLIDS WASTE DISPOSAL	
						CHECK	717 TOTAL:	11,025.95
718	03/23/2022	EFT	50 BAINBRIDGE ISLAND	EL 254264 20210103	10/15/2021		03/20/22	17,281.58
	Invoice: 20210103			17,281.58	81011881	53550001167	IT/RUN CAT6 CABLE WIRELESS PROJECT WIRELESS UPGRADE-IT EQUIPMENT	
						CHECK	718 TOTAL:	17,281.58
719	03/23/2022	EFT	1341 BLUE SKY PRINTING	254125 7772	03/01/2022		03/20/22	45.52
	Invoice: 7772			45.52	53011212	531100	POL/BUSINESS CARDS/MILLER PD-C/E-PATROL SUPPLIES	
						CHECK	719 TOTAL:	45.52
720	03/23/2022	EFT	9682 CLARY LONGVIEW, LLC	254266 03/11/2022	03/11/2022		03/20/22	1,441.84
	Invoice: 03/11/2022			1,441.84	73501448	66400001110	PW/LATE PAYMENT FEES 2021 FORD F150 2021 MED DUTY P/U	
						CHECK	720 TOTAL:	1,441.84
721	03/23/2022	EFT	8435 COATES DESIGN INC	254195 125030	03/03/2022		03/20/22	630.00
	Invoice: 125030			630.00	72311473	64110001050	ENG/SENIOR CENTER DESIGN SCC RENOVATIONS-PROF SVCS	
						CHECK	721 TOTAL:	630.00
722	03/23/2022	EFT	6363 LN CURTIS & SONS	254281 INV574280	03/04/2022		03/20/22	45.66
	Invoice: INV574280			45.66	53011212	520000	POL/PATCHES/MILLER POLICE - C/E PATROL BENEFITS	
	Invoice: INV574430			254282 INV574430	03/04/2022		03/20/22	235.20
				235.20	53011212	520000	POL/UNIFORMS/SWANN POLICE - C/E PATROL BENEFITS	

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK		722 TOTAL:	280.86
723	03/23/2022	EFT	7016 CUSTOM PRINTING	254196 9967	02/22/2022		03/20/22	483.76
	Invoice: 9967			483.76 41011141 531100	FIN/ANNUAL BOAT TRAILER PARKING PASSES			
					FIN - C/E ADMIN SUPPLIES			
					CHECK		723 TOTAL:	483.76
724	03/23/2022	EFT	8996 EDINGER ASSOCIATES P	254052 7913	02/21/2022		03/20/22	2,025.00
	Invoice: 7913			2,025.00 32011152 54111100955	LEGAL/GENERAL FCC MATTERS JAN 2022			
					LIT-CHALLENGE TO RADIO STATION			
					CHECK		724 TOTAL:	2,025.00
725	03/23/2022	EFT	9872 LAUNCH PAD TECHNOLOG	254200 126974	02/28/2022		03/20/22	8,849.28
	Invoice: 126974			8,849.28 73011183 54110001180	PW/CITY HALL SECURITRY SYSTEM UPGRADE			
					CH SECURITY SYS PROF SVC			
					CHECK		725 TOTAL:	8,849.28
726	03/23/2022	EFT	252 H.D. FOWLER COMPANY	254204 16026236	02/28/2022		03/20/22	42.67
	Invoice: I6026236			42.67 73411345 531100	PW/BRASS BUSHING IMPORT, BELL REDUCER			
					OFFICE SUPPLIES			
					CHECK		726 TOTAL:	42.67
727	03/23/2022	EFT	4161 HERRERA ENVIRONMENTA	254205 50552	03/07/2022		03/20/22	13,386.60
	Invoice: 50552			13,386.60 72431832 54110000664	ENG/WTR INVENTORY ASSESSMENT & PRI			
					ST DOE SSWM-PROF SVCS			
					CHECK		727 TOTAL:	13,386.60
728	03/23/2022	EFT	9699 JMG CONSTRUCTORS, LL	254328 PAYREQ5-00987	03/14/2022		03/20/22	176,657.70
	Invoice: PAYREQ5-00987			176,657.70 73414434 66300000987	PW/CHLORINE GENERATOR UPGRADES -			
					CHLORINE GEN UPGRADE-CONSTR			
					CHECK		728 TOTAL:	176,657.70
729	03/23/2022	EFT	1496 KITSAP COUNTY SEWER	254207 KCSD7-COBI-2022-FEB	03/04/2022		03/20/22	22,444.77
	Invoice: KCSD7-COBI-2022-FEB			22,444.77 73426356 551000	PW/FEB 22 SEWER UTILITY CHARGE			
					SIS-SD#7 PROCESSING CHGS			
					CHECK		729 TOTAL:	22,444.77

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
730	03/23/2022	EFT	9338 KEY CODE MEDIA, INC.	254208 094401	02/07/2022		03/20/22	3,389.52
	Invoice: 094401					IT/BROADCAST PIX HARDWARE MAINTENANCE		
				3,389.52 81031881 53550000567		PEG CAP FUNDING-NON CAP ITEMS		
						CHECK	730 TOTAL:	3,389.52
731	03/23/2022	EFT	8549 KINGWEST, LLC	254295 835651	03/10/2022		03/20/22	7,091.50
	Invoice: 835651					PW/TOOK DOWN & REMOVED 2 FIR TREES		
				7,091.50 73111427 541100		O&M-ACCESS RDSIDE PROF SVCS		
						CHECK	731 TOTAL:	7,091.50
732	03/23/2022	EFT	7849 LAW OFFICE OF THOMAS	254041 MAR22	03/01/2022		03/20/22	4,484.38
	Invoice: MAR22					LEGAL/PUBLIC DEFENDER SERVICES MARCH 2022		
				4,484.38 32011281 541113		LGL-PUBLIC DEFENDER		
						CHECK	732 TOTAL:	4,484.38
733	03/23/2022	EFT	4702 MITHUN	254332 107681	03/14/2022		03/20/22	155.00
	Invoice: 107681					DESIGN SRVS - ADDTNL OFFICE AN		
				155.00 72011182 54110001181		CH MINOR RETROFITS-PROF SVCS		
						CHECK	733 TOTAL:	155.00
734	03/23/2022	EFT	4111 OLYMPIC SPRINGS INC	254139 346054	02/28/2022		03/20/22	97.60
	Invoice: 346054					POL/PURIFIED WATER		
				97.60 51011215 531100		POLICE - C/E FACIL SUPPLIES		
	Invoice: 346055			254212 346055	02/08/2022		03/20/22	8.71
				8.71 73425358 531100		PW/5 GALLON PURIFIED WATER X 5		
						O&M-WWTP-SUPPLIES		
						CHECK	734 TOTAL:	106.31
735	03/23/2022	EFT	7925 OMNIPARK, INC	254140 124030	03/01/2022		03/20/22	379.32
	Invoice: 124030					POL/PARKING SYSTEM SUPPORT		
				379.32 51011217 548500		PD-C/E-PARKING ENF-COMP SUPPOR		
	Invoice: 124119			254141 124119	03/04/2022		03/20/22	97.10
				97.10 51011217 531100		POL/TICKET ROLLS X3		
						PD-C/E-PARKING ENF-SUPPLIES		
						CHECK	735 TOTAL:	476.42

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
736	03/23/2022	EFT	8229 PIPER THORNBURGH	254302	022822			90.00
	Invoice: 022822			90.00	21011125	541210		
					02/28/2022		03/20/22	
					CRT/JUDGE PRO TEMPORE	2/28/22		
					COURT - JUDGE PRO TEMPORE	SVCS		
					CHECK		736 TOTAL:	90.00
737	03/23/2022	EFT	4112 PROTHMAN COMPANY	254303	2022-7750			8,652.00
	Invoice: 2022-7750			3,893.40	61011581	510000		
				3,460.80	61470581	510000		
				1,297.80	61471591	510000		
					03/08/2022		03/20/22	
					PCD/INTERIM PLANNING DIRECTOR	MARK HOFMAN		
					PCD - C/E ADMIN SALARY			
					PCD - DEV ADMIN SALARY			
					PCD - BLDG SALARY			
					CHECK		737 TOTAL:	8,652.00
738	03/23/2022	EFT	7435 RANDY KAN PORTABLE R	254145	1940523			195.00
	Invoice: 1940523			195.00	73011768	545000		
					02/24/2022		03/20/22	
					PW/RESTROOMS EAGLE HARBOR DR			
					O&M-C/E-PARKS-OP	LEASES		
					254147	1940524		
	Invoice: 1940524			97.50	73011768	545000		
					02/24/2022		03/20/22	
					PW/RESTROOMS CRESOTE PLACE NE			
					O&M-C/E-PARKS-OP	LEASES		
					254148	1940525		
	Invoice: 1940525			97.50	73435838	545000		
					02/24/2022		03/20/22	
					PW/RESTROOMS NE VINCENT RD			
					O&M-DECANT-RENTS			
					254149	1940526		
	Invoice: 1940526			97.50	73011897	545000		
					02/24/2022		03/20/22	
					PW/RESTROOMS HIDDEN COVE RD			
					O&M-C/E-PWYD FAC-RENTS			
					CHECK		738 TOTAL:	487.50
739	03/23/2022	EFT	5612 RH2 ENGINEERING INC	254334	85187			8,211.59
	Invoice: 85187			8,211.59	73414434	64110000987		
					03/09/2022		03/20/22	
					PW/CHLORINE GENERATOR UPGRADES			
					CHLORINE GEN UPGRADE-PROF	SVCS		
					CHECK		739 TOTAL:	8,211.59
740	03/23/2022	EFT	2409 RIVER OAKS COMMUNICA	254307	030722			1,750.00
	Invoice: 030722			1,750.00	32011152	54110001082		
					03/07/2022		03/20/22	
					EX/TLECOMMUNICATIONS CONSULTING SERVICES			
					COMCAST FRANCHISE RENEWAL			
					CHECK		740 TOTAL:	1,750.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
741	03/23/2022	EFT	617 S & B INC	254051	26017A	02/28/2022	20210064 03/20/22	10,499.24
							PW/SIEMENS G120 VFD, PM 240-02	
				10,499.24	73411345	53110001190	HOB BOOSTER PUMP #1-SUPPLIES	
				254216	26082A	02/28/2022	03/20/22	529.14
							PW/SIMOCODE PRO V OPERATOR PANEL	
				529.14	73425358	531100	O&M-WWTP-SUPPLIES	
							CHECK	741 TOTAL:
								11,028.38
742	03/23/2022	EFT	9910 SEIDL, MICHAEL TIMOT	254335	2034	03/08/2022	03/20/22	8,091.00
							EX/VIDEO SUPPORT	
				8,091.00	31011572	54110001184	CITY MNGR VIDEO UPDATE-PROF SV	
							CHECK	742 TOTAL:
								8,091.00
743	03/23/2022	EFT	7385 CHARLES P. SHANE	254309	003328	03/08/2022	03/20/22	493.50
							LEGAL/PUBLIC DEFENDER SERVICES	
				493.50	32011281	541113	LGL-PUBLIC DEFENDER	
							CHECK	743 TOTAL:
								493.50
744	03/23/2022	EFT	5730 SUMMIT LAW GROUP	254044	134548	02/24/2022	03/20/22	1,231.50
							LEGAL/PROFESSIONAL SERVICES JANUARY 2022	
				1,231.50	32011152	54111000870	LGL-HR (NON-BARGAINING)	
				254045	134549	02/24/2022	03/20/22	3,000.00
							LEGAL/PROFESSIONAL SERVICES JANUARY 2022	
				3,000.00	32011152	54111000274	LGL-LABOR NEGOTIATIONS	
							CHECK	744 TOTAL:
								4,231.50
745	03/23/2022	EFT	4271 JOHN SUTTON	254223	02/28/2022	02/28/2022	03/20/22	310.00
							EYEGASSES REIMBURSEMENT	
				310.00	91029211	521500	POLICE - INS ADD MEDICAL COSTS	
							CHECK	745 TOTAL:
								310.00
746	03/23/2022	EFT	6746 SYMBOL ARTS	254158	0423938-IN	03/01/2022	03/20/22	250.93
							POL/DETECTIVE BADGES X2	
				250.93	52011212	531100	POLICE - C/E INVEST SUPPLIES	
							CHECK	746 TOTAL:
								250.93

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jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
747	03/23/2022	EFT	9769 TRANSPO GROUP USA, I	254226	27268	12/10/2021	03/20/22	337.50
	Invoice: 27268					ENG/PROFESSIONAL SERVICES NOV 2021		
				337.50	72111426	54110001164	TRAFFIC CALMING HANDBOOK-PS	
						CHECK	747 TOTAL:	337.50
748	03/23/2022	EFT	1152 USA BLUE BOOK	254161	848132	01/17/2022	03/20/22	776.39
	Invoice: 848132					PW/HACH FLUORIDE REAGENT		
				776.39	73411345	548100	REPAIRS & MAINTENANCE	
				254162	892718			195.37
	Invoice: 892718					02/28/2022	03/20/22	
				195.37	73411345	548100	PW/INJ VALVE 3/8" WALCHEM VE PUMPS	
							REPAIRS & MAINTENANCE	
				254224	897749			115.76
	Invoice: 897749					03/03/2022	03/20/22	
				115.76	73425358	531100	PW/GRADUATED CYLINDER 100ML	
							O&M-WWTP-SUPPLIES	
						CHECK	748 TOTAL:	1,087.52
749	03/23/2022	EFT	553 UTILITIES UNDERGROUN	254225	2020121	02/28/2022	03/20/22	158.67
	Invoice: 2020121					PW/EXCAVATION NOTIFICATIONS X123 FEB 22		
				158.67	73637893	54110000393	O&M ALLOC-LOCATING SVCS	
						CHECK	749 TOTAL:	158.67
750	03/23/2022	EFT	1162 WASHINGTON AUDIOLOGY	254227	60100	02/28/2022	03/20/22	20.00
	Invoice: 60100					POL/HEARING EXAMS		
				20.00	53011212	541100	POLICE - C/E PATROL PROF SVCS	
				254228	60101			40.00
	Invoice: 60101					02/28/2022	03/20/22	
				40.00	73637891	541100	PW/HEARING EXAMS	
							PROFESSIONAL SERVICES	
						CHECK	750 TOTAL:	60.00
751	03/23/2022	EFT	4104 WA ST FERRIES	254166	RK387757	02/28/2022	03/20/22	244.45
	Invoice: RK387757					FEB22 WAVE2GO FERRY CHARGES		
				244.45	53011212	543100	PATROL-TRAVEL/MEALS/LODGING	
						CHECK	751 TOTAL:	244.45
752	03/23/2022	EFT	5709 WEBCHECK INC	254049	INV-7192	02/28/2022	03/20/22	163.65
	Invoice: INV-7192					FIN/WEBCHECK SERVICE FEBRUARY 2022		
				81.82	43411341	541100	FIN - WATER ADMIN PROF SERVICE	
				81.83	43421351	541100	FIN - SEWER ADMIN PROF SERVICE	

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jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	752 TOTAL:	163.65
753	03/23/2022	EFT	499 WESTBAY AUTO PARTS I	254316 698778	02/18/2022		03/20/22	-19.64
		Invoice: 698778				PW/CORE DEPOSIT REFUND		
				-19.64 73411345 531100		OFFICE SUPPLIES		
		Invoice: 700270		254317 700270	02/25/2022		03/20/22	51.67
				51.67 73638935 531100		PW/STARTING FLUID, ARMORALL PROT, CAR WAX		
						O&M-STD ALLOCATION-SUPPLIES		
		Invoice: 701650		254318 701650	03/03/2022		03/20/22	28.54
				28.54 73638935 531100		PW/MEGUIARS CAR WASH X 4		
						O&M-STD ALLOCATION-SUPPLIES		
		Invoice: 701835		254319 701835	03/04/2022		03/20/22	109.34
				109.34 73011483 531100		PW/OIL FILTERS, SERPENTINE BELTS		
						O&M-GF-MECH SHOP-SUPPLIES		
		Invoice: 702570		254320 702570	03/08/2022		03/20/22	40.84
				40.84 73011483 531100		PW/NAPAGOLD AIR FILTERS		
						O&M-GF-MECH SHOP-SUPPLIES		
		Invoice: 702821		254321 702821	03/08/2022		03/20/22	623.64
				623.64 73638935 531100		PW/AIR COMPRESSOR		
						O&M-STD ALLOCATION-SUPPLIES		
		Invoice: 702877		254322 702877	03/09/2022		03/20/22	44.82
				44.82 73011189 531100		PW/DR BLT TENSIONER ASSY		
						O&M - C/E FACIL OFC SUPPLIES		
		Invoice: 701257		254229 701257	03/02/2022		03/20/22	28.05
				28.05 73011483 531100		PW/OIL FILTER, LAMP		
						O&M-GF-MECH SHOP-SUPPLIES		
		Invoice: 701629		254230 701629	03/03/2022		03/20/22	75.65
				75.65 73011483 531100		PW/NAPAGOLD AIR FILTER, OIL FILTER		
						O&M-GF-MECH SHOP-SUPPLIES		
						CHECK	753 TOTAL:	982.91
754	03/23/2022	EFT	7175 WINERY ALLIANCE OF B	254053 1119	02/15/2022		03/20/22	6,000.00
		Invoice: 1119				WINE ON THE ROCK EVENT		
				6,000.00 91140573 541100		GG-TOUR-PROF SERVICES		
						CHECK	754 TOTAL:	6,000.00

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jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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NUMBER OF CHECKS 43 *** CASH ACCOUNT TOTAL *** 327,319.62

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL EFT'S	43	327,319.62

*** GRAND TOTAL *** 327,319.62

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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CLERK: jkines

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3	146								
APP 001-213000	03/23/2022	03/20/22	031622			GENERAL - ACCOUNTS PAYABLE		60,702.82	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	03/23/2022	03/20/22	031622			CASH			327,319.62
						AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	03/23/2022	03/20/22	031622			ACCOUNTS PAYABLE		197,009.95	
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	03/23/2022	03/20/22	031622			ACCOUNTS PAYABLE		34,770.96	
						AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000	03/23/2022	03/20/22	031622			ACCOUNTS PAYABLE		819.83	
						AP CASH DISBURSEMENTS JOURNAL			
APP 501-213000	03/23/2022	03/20/22	031622			ER&R-ACCOUNTS PAYABLE		1,441.84	
						AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	03/23/2022	03/20/22	031622			ACCOUNTS PAYABLE		13,484.10	
						AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	03/23/2022	03/20/22	031622			STREETS - ACCOUNTS PAYABLE		7,429.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	03/23/2022	03/20/22	031622			ACCOUNTS PAYABLE		4,758.60	
						AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	03/23/2022	03/20/22	031622			ACCOUNTS PAYABLE		902.52	
						AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000	03/23/2022	03/20/22	031622			CIVIC IMPR - ACCOUNTS PAYABLE		6,000.00	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								327,319.62	327,319.62
APP 631-130000	03/23/2022	03/20/22	031622			DUE TO/FROM CLEARING		326,417.10	
APP 001-130000	03/23/2022	03/20/22	031622			GENERAL - DUE TO/FROM CLEARING			60,702.82
APP 401-130000	03/23/2022	03/20/22	031622			DUE TO/FROM CLEARING			197,009.95
APP 402-130000	03/23/2022	03/20/22	031622			DUE TO/FROM CLEARING			34,770.96
APP 301-130000	03/23/2022	03/20/22	031622			DUE TO/FROM CLEARING			819.83
APP 501-130000	03/23/2022	03/20/22	031622			ER&R-DUE TO/FROM CLEARING			1,441.84
APP 403-130000	03/23/2022	03/20/22	031622			DUE TO/FROM CLEARING			13,484.10
APP 101-130000	03/23/2022	03/20/22	031622			STREETS - DUE TO/FROM CLEARING			7,429.00
APP 407-130000	03/23/2022	03/20/22	031622			DUE TO/FROM CLEARING			4,758.60
APP 104-130000	03/23/2022	03/20/22	031622			CIVIC IMPR DUE TO/FROM CLEAR'G			6,000.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
								SYSTEM GENERATED ENTRIES TOTAL		326,417.10	326,417.10
								JOURNAL 2022/03/146 TOTAL		653,736.72	653,736.72

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022	3	146	03/23/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	60,702.82	60,702.82
					FUND TOTAL	60,702.82	60,702.82
101 STREET FUND 101-130000 101-213000	2022	3	146	03/23/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	7,429.00	7,429.00
					FUND TOTAL	7,429.00	7,429.00
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2022	3	146	03/23/2022	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	6,000.00	6,000.00
					FUND TOTAL	6,000.00	6,000.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022	3	146	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	819.83	819.83
					FUND TOTAL	819.83	819.83
401 WATER OPERATING FUND 401-130000 401-213000	2022	3	146	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	197,009.95	197,009.95
					FUND TOTAL	197,009.95	197,009.95
402 SEWER OPERATING FUND 402-130000 402-213000	2022	3	146	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	34,770.96	34,770.96
					FUND TOTAL	34,770.96	34,770.96
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022	3	146	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	13,484.10	13,484.10
					FUND TOTAL	13,484.10	13,484.10
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022	3	146	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,758.60	4,758.60
					FUND TOTAL	4,758.60	4,758.60
501 EQUIPMENT RENTAL & REVOLVING	2022	3	146	03/23/2022			

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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apcshdsb

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	501-130000					ER&R-DUE TO/FROM CLEARING		1,441.84
	501-213000					ER&R-ACCOUNTS PAYABLE	1,441.84	
						FUND TOTAL	1,441.84	1,441.84
631	CLEARING FUND	2022	3	146	03/23/2022			
	631-130000					DUE TO/FROM CLEARING	326,417.10	
	631-213000					ACCOUNTS PAYABLE	902.52	
	635-111100					CASH		327,319.62
						FUND TOTAL	327,319.62	327,319.62

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		60,702.82
101	STREET FUND		7,429.00
104	CIVIC IMPROVEMENT FUND		6,000.00
301	CAPITAL CONSTRUCTION FUND		819.83
401	WATER OPERATING FUND		197,009.95
402	SEWER OPERATING FUND		34,770.96
403	STORM & SURFACE WATER FUND		13,484.10
407	BUILDING & DEVELOPMENT FUND		4,758.60
501	EQUIPMENT RENTAL & REVOLVING		1,441.84
631	CLEARING FUND		
		326,417.10	
	TOTAL	326,417.10	326,417.10

** END OF REPORT - Generated by Jacob Kines **

JK

Paul R. Shaw
3/7/2022

03/07/2022 11:28
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358015	01/26/2022	VOID	5623 BHC CONSULTANTS	253022	0015132	12/21/2021		-19,976.43
	Invoice: 0015132					PW/REGULATORY AIR GAP PROJECT (IN		
				-19,976.43	73423943	64110001101 WWTP AIRGAP REPL-PROF SVCS		
						CHECK	358015 TOTAL:	-19,976.43
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		-19,976.43
						COUNT	AMOUNT	
				TOTAL VOIDED CHECKS		1	19,976.43	
						*** GRAND TOTAL ***		-19,976.43

Check was lost in the mail. Vendor and Public Works are requesting a new check be sent.

03/07/2022 11:28
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 3 49									
APP 402-213000	03/07/2022	358015	030722			ACCOUNTS PAYABLE			19,976.43
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	03/07/2022	358015	030722			CASH		19,976.43	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								19,976.43	19,976.43
APP 631-130000	03/07/2022	01/23/22	030722			DUE TO/FROM CLEARING			19,976.43
APP 402-130000	03/07/2022	01/23/22	030722			DUE TO/FROM CLEARING		19,976.43	
SYSTEM GENERATED ENTRIES TOTAL								19,976.43	19,976.43
JOURNAL 2022/03/49 TOTAL								39,952.86	39,952.86

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
402	SEWER OPERATING FUND	2022	3	49	03/07/2022			
	402-130000					DUE TO/FROM CLEARING	19,976.43	
	402-213000					ACCOUNTS PAYABLE		19,976.43
						FUND TOTAL	19,976.43	19,976.43
631	CLEARING FUND	2022	3	49	03/07/2022			
	631-130000					DUE TO/FROM CLEARING	19,976.43	19,976.43
	635-111100					CASH		
						FUND TOTAL	19,976.43	19,976.43

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 jkines

CITY OF BAINBRIDGE ISLAND
 A/P CASH DISBURSEMENTS JOURNAL

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 apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
402	SEWER OPERATING FUND		19,976.43
631	CLEARING FUND	19,976.43	
TOTAL		19,976.43	19,976.43

** END OF REPORT - Generated by Jacob Kines **

Jacob Kines

From: Nicole Retana
Sent: Monday, March 7, 2022 11:20 AM
To: Accounts Payable
Cc: uma.pierson@bhccconsultants.com
Subject: FW: WWTP Regulatory Air Gap

Good morning Jacob,

Per the conversation below, BHC Consultants has not received check 358015. Could you please cancel and issue payment at your earliest convenience?

Invoices									
Document	Invoice	Year	Inv Date	Invoice Amount	Status	Liquidated Amount	Check	Check Date	Check Cleared Date
98745	0015132	2021	12/21/2021	19976.43	Paid	19976.43	358015	01/26/2022	

Many thanks,
Nicole Retana
Public Works Administrative Specialist III
Office: 206.842.2016 | Direct: 206.780.3732 | Cell: 206.947.0700
nretana@bainbridgewa.gov



From: Uma Pierson <Uma.Pierson@bhccconsultants.com>
Sent: Monday, March 7, 2022 9:54 AM
To: Nicole Retana <nretana@bainbridgewa.gov>
Cc: Aaron Claiborne <aclaiborne@bainbridgewa.gov>; John Frech <John.Frech@bhccconsultants.com>
Subject: RE: WWTP Regulatory Air Gap

Hi Nicole,

Thank you so much for getting back to me. Can you please cancel and issue a new check for us?

Please let me know if you have any questions.

Thank you

Uma Pierson
Office Manager/Sr. Project Accountant
d. 206.357.9908
m. 360.860.0074
e. uma.pierson@bhccconsultants.com



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From: Nicole Retana <nretana@bainbridgewa.gov>
Sent: Monday, March 7, 2022 8:00 AM
To: Uma Pierson <Uma.Pierson@bhconsultants.com>
Cc: Aaron Claiborne <aclaiborne@bainbridgewa.gov>; John Frech <John.Frech@bhconsultants.com>
Subject: RE: WWTP Regulatory Air Gap

Good morning Uma,

Thank you for your message.

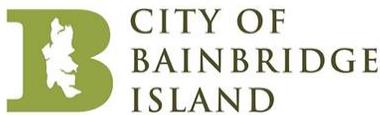
- 15132 – Processed and check released on 1/26/2022. It has not yet been cashed. Would you like us to cancel and issue new check?

Invoices									
Document	Invoice	Year	Inv Date	Invoice Amount	Status	Liquidated Amount	Check	Check Date	Check Cleared Date
98745	0015132	2021	12/21/2021	19976.43	Paid	19976.43	358015	01/26/2022	

- 15276 – In process and pending the upcoming 3/23 check run.

Let me know if you have any questions.

Best,
Nicole Retana
Public Works Administrative Specialist III
Office: 206.842.2016 | Direct: 206.780.3732 | Cell: 206.947.0700
nretana@bainbridgewa.gov



From: Uma Pierson <Uma.Pierson@bhconsultants.com>
Sent: Sunday, March 6, 2022 7:16 PM
To: Aaron Claiborne <aclaiborne@bainbridgewa.gov>
Cc: John Frech <John.Frech@bhconsultants.com>
Subject: WWTP Regulatory Air Gap

Hi Aaron,

Can you please kindly check payment status of the two following invoices?

Invoice # 15132 Dated 12/21/21 Amount \$19,976.43
Invoice # 15276 Dated 01/14/22 Amount \$10,987.29

I attached copies of our invoices for your information. Should you have any questions regarding our invoices, please do not hesitate to contact us.

Thank you

[Uma Pierson](#)
Office Manager/Sr. Project Accountant

d. 206.357.9908
m. 360.860.0074
e. uma.pierson@bhccconsultants.com



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From: Uma Pierson
Sent: Thursday, December 23, 2021 3:12 PM
To: Aaron Claiborne <aclaiborne@bainbridgewa.gov>
Cc: John Frech <John.Frech@bhccconsultants.com>
Subject: WWTP Regulatory Air Gap

Hi Aaron,

Please find the attached electronic copy of our invoice for WWTP Regulatory Air Gap project. The invoice represent work completed through November 26, 2021.

Should you have any questions, please do not hesitate to contact us.

Thank you

Uma Pierson
Office Manager/Sr. Project Accountant
p. 206.505.3400
d. 206.357.9908
c. 360.860.0074 (Best Contact Number)
e. uma.pierson@bhccconsultants.com



1601 Fifth Avenue Suite 500
Seattle, Washington 98101
www.bhccconsultants.com

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**City of
Bainbridge Island**
280 Madison Avenue North
Bainbridge Island, WA 98110-1812
(206) 780-8617

Vendor
Number
5623

File
Date
01/26/2022

File
Number
00358015

19,976.43

Nineteen Thousand Nine Hundred Seventy Six Dollars and 43 cents *****

BHC CONSULTANTS
1601 FIFTH AVENUE
SUITE 500
SEATTLE WA 98101

**FILE COPY
NON-NEGOTIABLE**

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812

Page 1 of 1

File Number: **00358015**

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount
12/21/2021	0015132	PW/REGULATORY AIR GAP PROJECT	253022	19,976.43

Vendor No.	Vendor Name	File No.	File Date	File Amount
5623	BHC CONSULTANTS	00358015	01/26/2022	19,976.43

Accounts Payable Approval Stamp 2021

Vendor Name: **BHC CONSULTANTS** Vendor Number: **5623**
(If Available)

Amount approved for payment: **\$19,976.43**

Reviewed by (e-sign): _____ Initial if unable to e-sign: **AC**

Approved by (e-sign): *Charles Krumhauer* Initial if uable to e-sign: _____

Date Approved (mm/dd/yyyy): **01/13/2022**

ORG: **73423943** OBJ: **641100** PRJ: **01101**

Contract #: **2020064**

PO#: **N/A**

Comments or Questions:

Received by: _____

Rev. 04/01/20 CEM
For Internal Use Only





1601 Fifth Avenue, Suite 500
Seattle, Washington 98101

p. 206.505.3400
f. 206.505.3406

INVOICE

Aaron Claiborne
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110-1812

December 21, 2021
Project No: 20-10718.00
Invoice No: 0015132

WWTP Regulatory Air Gap

Professional Services from October 23, 2021 to November 26, 2021

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer				
Frech, John	54.50	207.90	11,330.55	
Sr. Electrical Engineer				
Gibson, Jeff	5.50	230.00	1,265.00	
CAD Manager				
Simon, Patti	1.75	185.85	325.24	
Senior Drafter				
Cariaso, Arman	25.00	135.45	3,386.25	
Drafter				
Bradley, Anthony	3.50	116.55	407.93	
Castillo, Glenn	14.75	126.00	1,858.50	
Lira, John	7.50	122.85	921.38	
Project Administrator				
Pierson, Uma	2.00	140.18	280.36	
Project Coordinator				
Sifferman, Sarah	1.75	114.98	201.22	
Totals	116.25		19,976.43	
Total Labor				19,976.43

Budget Summary	Current	Prior	To-Date
Total Billings	19,976.43	15,648.77	35,625.20
Budget Amount			49,937.00
Budget Remaining			14,311.80

Total this Invoice	\$19,976.43
---------------------------	--------------------

MONTHLY STATUS REPORT



**City of Bainbridge Island
Regulatory Air Gap**

Status Report October 23 through November 26, 2021

1. Progress on Tasks

Task 1 – Project Management - Work provided this period include:

- Client Coordination: Coordination with City to provide project updates, review product information, and met at the Winslow WWTP to review the improvements.
- Team Coordination and Project Management:
- Invoices and General Project Management

Task 2 – Plans and Specifications- Work provided this period includes:

- Design coordination with Jim Swanson of S&B Incorporated for Process and Instrumentation for plans and specifications, internally with BHC's Electrical Engineer, and CAD department for development of the 90% design.
- 90% Design
 - Prepared draft 90% design documents.
 - Provided internal Quality Control review and addressed comments.
 - Submitted the 90% design documents for City review on December 17.

Total Approved Budget to Date (Based on Amendment 1)	\$49,937
Prior Expenditures	\$15,648.77
Project Expenditures for Reporting Period	\$19,976.43
Billed to Date	\$35,625.20
Remaining Authorized Budget to Date	\$14,311.80
Percent of Authorized Budget Expended	\$71.3%

JK

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358326	03/04/2022	PRTD	551 CENTURYLINK	253931	6124FEB22			
	Invoice: 6124FEB22			58.37	91411891	542100		
							02/16/2022	M030422
							WEAVER PRV WATER TELEM	
							GG-WTR-FAC-PHONE	
							CHECK	358326 TOTAL:
								58.37
358327	03/04/2022	PRTD	9405 CITY OF BAINBRIDGE I	253968	24000096			
	Invoice: 24000096			12,036.00	91011897	547400		
							03/01/2022	M030422
							042502-1-108-2000 SSWM FEES 2022	
							GG-C/E-O&M YARD FAC-SSWM FEE	
	Invoice: 24000097			253969	24000097			
				408.00	91011897	547400		
							03/01/2022	M030422
							042502-1-109-2009 SSWM FEES 2022	
							GG-C/E-O&M YARD FAC-SSWM FEE	
	Invoice: 24000098			253970	24000098			
				204.00	91021182	547400		
							03/01/2022	M030422
							092502-4-002-2006 SSWM FEES 2022	
							GG-OS-PROP MNGT-SSWM FEES	
	Invoice: 24000099			253971	24000099			
				2,040.00	91021182	547400		
							03/01/2022	M030422
							102502-1-052-2008 SSWM FEES 2022	
							GG-OS-PROP MNGT-SSWM FEES	
	Invoice: 24000100			253972	24000100			
				816.00	91021182	547400		
							03/01/2022	M030422
							102502-1-062-2006 SSWM FEES 2022	
							GG-OS-PROP MNGT-SSWM FEES	
	Invoice: 24000101			253973	24000101			
				204.00	91021182	547400		
							03/01/2022	M030422
							142502-3-109-2003 SSWM FEES 2022	
							GG-OS-PROP MNGT-SSWM FEES	
	Invoice: 24000102			253974	24000102			
				204.00	91021182	547400		
							03/01/2022	M030422
							202502-1-049-2002 SSWM FEES 2022	
							GG-OS-PROP MNGT-SSWM FEES	
	Invoice: 24000103			253976	24000103			
				204.00	91411345	547400		
							03/01/2022	M030422
							202502-3-010-2003 SSWM FEES 2022	
							GG-WTR-COBI SSWM FEE	
	Invoice: 24000104			253977	24000104			
				204.00	91421355	547400		
							03/01/2022	M030422
							262502-2-007-2004 SSWM FEES 2022	
							GG-SWR-COBI SSWM FEE	
	Invoice: 24000105			253978	24000105			
				204.00	91011768	547400		
							03/01/2022	M030422
							262502-2-016-2003 SSWM FEES 2022	
							GG-C/E-PARKS-COBI SSWM FEE	
	Invoice: 24000106			253979	24000106			
				1,224.00	91011753	547400		
							03/01/2022	M030422
							262502-3-046-2005 SSWM FEES 2022	
							GG-C/E-HIST SOC-COBE SSWM FEE	
				253980	24000107			
							03/01/2022	M030422
								204.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 24000107				204.00 91011189 547400	262502-3-057-2001	SSWM FEES 2022		
					GG-C/E-CITY HALL-SSWM FEE			
Invoice: 24000108				253981 24000108	03/01/2022		M030422	1,836.00
				1,836.00 91011189 547400	262502-3-064-2002	SSWM FEES 2022		
					GG-C/E-CITY HALL-SSWM FEE			
Invoice: 24000109				253982 24000109	03/01/2022		M030422	204.00
				204.00 91431835 547400	262502-3-095-2005	SSWM FEES 2022		
					GG-SSWM-COBI SSWM FEE			
Invoice: 24000110				253983 24000110	03/01/2022		M030422	2,244.00
				2,244.00 91011215 547400	262502-3-100-2008	SSWM FEES 2022		
					GG-C/E-PD-COBI SSWM FEE			
Invoice: 24000111				253984 24000111	03/01/2022		M030422	204.00
				204.00 91421355 547400	262502-3-129-2005	SSWM FEES 2022		
					GG-SWR-COBI SSWM FEE			
Invoice: 24000112				253985 24000112	03/01/2022		M030422	612.00
				612.00 91011189 547400	262502-3-133-2009	SSWM FEES 2022		
					GG-C/E-CITY HALL-SSWM FEE			
Invoice: 24000113				253986 24000113	03/01/2022		M030422	204.00
				204.00 91011189 547400	262502-3-140-2000	SSWM FEES 2022		
					GG-C/E-CITY HALL-SSWM FEE			
Invoice: 24000114				253987 24000114	03/01/2022		M030422	4,080.00
				4,080.00 91011189 547400	262502-3-143-2007	SSWM FEES 2022		
					GG-C/E-CITY HALL-SSWM FEE			
Invoice: 24000115				253988 24000115	03/01/2022		M030422	204.00
				204.00 91411345 547400	272502-2-036-2008	SSWM FEES 2022		
					GG-WTR-COBI SSWM FEE			
Invoice: 24000116				253989 24000116	03/01/2022		M030422	204.00
				204.00 91011515 547400	272502-3-028-2006	SSWM FEES 2022		
					EXEC-C/E-HELPLINE HSE-SSWM FEE			
Invoice: 24000117				253990 24000117	03/01/2022		M030422	816.00
				816.00 91021182 547400	272502-4-006-2000	SSWM FEES 2022		
					GG-OS-PROP MNGT-SSWM FEES			
Invoice: 24000118				253991 24000118	03/01/2022		M030422	204.00
				204.00 91021182 547400	272502-4-035-2005	SSWM FEES 2022		
					GG-OS-PROP MNGT-SSWM FEES			
Invoice: 24000119				253992 24000119	03/01/2022		M030422	612.00
				612.00 91021182 547400	282502-2-064-2002	SSWM FEES 2022		
					GG-OS-PROP MNGT-SSWM FEES			
				253993 24000120	03/01/2022		M030422	3,060.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 24000120				3,060.00 91435838 547400	332502-2-019-2001	SSWM FEES 2022		
				253994 24000121	GG-DECANT-SSWM FEES			
Invoice: 24000121				4,692.00 91011768 547400	03/01/2022	M030422		4,692.00
				253995 24000122	352502-1-034-2002	SSWM FEES 2022		
Invoice: 24000122				204.00 91011768 547400	GG-C/E-PARKS-COBI	SSWM FEE		
				253996 24000123	03/01/2022	M030422		204.00
Invoice: 24000123				2,652.00 91011768 547400	352502-1-035-2001	SSWM FEES 2022		
				253997 24000124	GG-C/E-PARKS-COBI	SSWM FEE		
Invoice: 24000124				408.00 91011755 547400	03/01/2022	M030422		408.00
				253998 24000125	4114-002-001-0000	SSWM FEES 2022		
Invoice: 24000125				408.00 91011755 547400	GG-C/E-PARKS-COBI	SSWM FEE		
				253999 24000126	03/01/2022	M030422		408.00
Invoice: 24000126				3,468.00 91425358 547400	4115-004-007-0009	SSWM FEES 2022		
					GG-WWTP-SSWM FEES			3,468.00
					CHECK	358327	TOTAL:	44,268.00
358328 03/04/2022 PRTD	8524	FORMS + SURFACES, IN	253918	D158480-00	02/09/2022	M030422		3,429.18
Invoice: D158480-00				3,429.18 73020769 53110000842	PW/BENCH - MADISON AVE	ROAD END		
					ROAD END BENCHES			
					CHECK	358328	TOTAL:	3,429.18
358329 03/04/2022 PRTD	8646	ISLAND HANDS	253917	224	02/23/2022	M030422		14,216.84
Invoice: 224				14,003.59 73011183 54110000269	PW/2020-2023	JANITORIAL CONTRACT		
				213.25 73425358 54110000269	JANITORIAL CONTRACT-PRO	SVCS		
					JANITORIAL CONTRACT-PRO	SVCS		
					CHECK	358329	TOTAL:	14,216.84
358330 03/04/2022 PRTD	1505	KITSAP COUNTY TREASU	254000	FEB22	03/02/2022	M030422		23.98
Invoice: FEB22				23.98 41612860 586000	FEB 2022	OUT COURT REMIT		
					CRIME VICTIMS-OUT			
					CHECK	358330	TOTAL:	23.98

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358331	03/04/2022	PRTD	2251 WA ST TREASURER	254001	FEB22 SBCC	03/02/2022	M030422	288.50
			Invoice: FEB22 SBCC	288.50	41652860	586000	FEB 2022 OUT COURT REMIT SBCC SBCC BLDG.-OUT	
			Invoice: FEB22	254002	FEB22	03/02/2022	M030422	1,916.43
				776.01	41611860	586000	FEB 2022 OUT COURT REMIT PSEA 60% OUT	
				397.58	41610860	586000	PSEA 30% OUT	
				16.34	41619860	586000	PSEA 3 - STATE DISB OUT	
				141.63	41616860	586000	THEFT PRV&TR BRAIN INJ-OUT	
				63.55	41616860	586000	THEFT PRV&TR BRAIN INJ-OUT	
				362.85	41614860	586000	JUDICIAL INFO SYST.-OUT	
				23.48	41617860	586000	SCHOOL SAFETY ZONE-OUT	
				70.65	41618860	586000	TRAUMA CARE-OUT	
				18.09	41618860	586000	TRAUMA CARE-OUT	
				3.78	41618860	586000	TRAUMA CARE-OUT	
				21.68	41618860	586000	TRAUMA CARE-OUT	
				20.79	41615860	586961	STATE CRIME LAB	
							CHECK 358331 TOTAL:	2,204.93
358332	03/04/2022	PRTD	5271 WASHINGTON WATER SER	253933	4815979187-FEB22	02/18/2022	M030422	160.52
			Invoice: 4815979187-FEB22	160.52	91435838	547500	DECANT FACILITY WATER GG-DECANT-WATER/SEWER	
							CHECK 358332 TOTAL:	160.52
							NUMBER OF CHECKS 7	*** CASH ACCOUNT TOTAL *** 64,361.82
							COUNT	AMOUNT
							TOTAL PRINTED CHECKS 7	64,361.82
							*** GRAND TOTAL ***	64,361.82

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 5
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CLERK: jkines

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	3	36									
APP	401-213000		03/04/2022	M030422	030422			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		466.37	
APP	635-111100		03/04/2022	M030422	030422			CASH AP CASH DISBURSEMENTS JOURNAL			64,361.82
APP	001-213000		03/04/2022	M030422	030422			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		54,152.77	
APP	402-213000		03/04/2022	M030422	030422			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,089.25	
APP	403-213000		03/04/2022	M030422	030422			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,424.52	
APP	650-213000		03/04/2022	M030422	030422			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,228.91	
GENERAL LEDGER TOTAL										64,361.82	64,361.82
APP	631-130000		03/04/2022	M030422	030422			DUE TO/FROM CLEARING		64,361.82	
APP	401-130000		03/04/2022	M030422	030422			DUE TO/FROM CLEARING			466.37
APP	001-130000		03/04/2022	M030422	030422			GENERAL - DUE TO/FROM CLEARING			54,152.77
APP	402-130000		03/04/2022	M030422	030422			DUE TO/FROM CLEARING			4,089.25
APP	403-130000		03/04/2022	M030422	030422			DUE TO/FROM CLEARING			3,424.52
APP	650-130000		03/04/2022	M030422	030422			DUE TO/FROM CLEARING			2,228.91
SYSTEM GENERATED ENTRIES TOTAL										64,361.82	64,361.82
JOURNAL 2022/03/36									TOTAL	128,723.64	128,723.64

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 3	36	03/04/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	54,152.77	54,152.77
				FUND TOTAL	54,152.77	54,152.77
401 WATER OPERATING FUND 401-130000 401-213000	2022 3	36	03/04/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	466.37	466.37
				FUND TOTAL	466.37	466.37
402 SEWER OPERATING FUND 402-130000 402-213000	2022 3	36	03/04/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,089.25	4,089.25
				FUND TOTAL	4,089.25	4,089.25
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 3	36	03/04/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,424.52	3,424.52
				FUND TOTAL	3,424.52	3,424.52
631 CLEARING FUND 631-130000 635-111100	2022 3	36	03/04/2022	DUE TO/FROM CLEARING CASH	64,361.82	64,361.82
				FUND TOTAL	64,361.82	64,361.82
650 AGENCY FUND 650-130000 650-213000	2022 3	36	03/04/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,228.91	2,228.91
				FUND TOTAL	2,228.91	2,228.91

03/04/2022 14:45
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 7
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		54,152.77
401	WATER OPERATING FUND		466.37
402	SEWER OPERATING FUND		4,089.25
403	STORM & SURFACE WATER FUND		3,424.52
631	CLEARING FUND	64,361.82	
650	AGENCY FUND		2,228.91
	TOTAL	64,361.82	64,361.82

** END OF REPORT - Generated by Jacob Kines **

03/11/2022 09:38
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358333	03/11/2022	PRTD	1235 AT&T ONENET SERVICE	254168	1275149674			
	Invoice: 1275149674					03/01/2022	M031122	12.56
				12.56	91011215	542100	POL/FAX LONG DIST	
							GG-C/E-PD-PHONE	
				254169	1275157606			
	Invoice: 1275157606					03/01/2022	M031122	.66
				.66	91011189	542100	PCD/FAX LONG DIST	
							GG-C/E-CITY HALL-PHONE	
							CHECK	358333 TOTAL:
								13.22
358334	03/11/2022	PRTD	47 BAINBRIDGE DISPOSAL	254173	0001180245			
	Invoice: 0001180245					02/28/2022	M031122	378.08
				378.08	91011189	547900	CITY HALL DISP SERVICES FEB22	
							GG-C/E-CITY HALL-GARBAGE	
				254174	0001180056			
	Invoice: 0001180056					02/28/2022	M031122	2,195.55
				150.22	91011215	547900	CITYWIDE DISP SERVICES	
				467.68	91011768	547900	GG-C/E-PD-GARBAGE	
				441.32	91425358	547900	GG-C/E-PARKS-GARBAGE	
				1,115.83	91011897	547900	GG-WWTP-GARBAGE(NOT BIOSOLIDS)	
				20.50	91111427	547900	GG-C/E-O&M YARD FAC-GARBAGE	
							GG-STREET-ROADSIDE-GARBAGE	
				254175	0001180301			
	Invoice: 0001180301					02/28/2022	M031122	81.12
				81.12	91011189	547903	BIG BELLY DISP SERVICES FEB22	
							BIG BELLY SOLAR GARBAGE CANS	
							CHECK	358334 TOTAL:
								2,654.75
358335	03/11/2022	PRTD	5623 BHC CONSULTANTS	253022	0015132			
	Invoice: 0015132					12/21/2021	M031122	19,976.43
				19,976.43	73423943	64110001101	PW/REGULATORY AIR GAP PROJECT (IN	
							WWTP AIRGAP REPL-PROF SVCS	
							CHECK	358335 TOTAL:
								19,976.43
358336	03/11/2022	PRTD	551 CENTURYLINK	254177	0399FEB22			
	Invoice: 0399FEB22					02/23/2022	M031122	3,048.88
				1,549.18	91425358	542100	CITYWIDE TELEMETRY & FAX SERVICE	
				860.96	91411891	542100	GG-WWTP-TELEPHONE/FAX	
				80.42	91011755	542100	GG-WTR-FAC-PHONE	
				164.46	91011189	542100	GG-C/E-COMMONS-PHONE	
				249.15	91011897	542100	GG-C/E-CITY HALL-PHONE	
				78.08	91011255	542100	GG-C/E-O&M YARD FAC-PHONE	
				66.63	91011215	542100	GG-C/E-COURT BLDG-PHONE	
							GG-C/E-PD-PHONE	
				254233	0225MAR22			
	Invoice: 0225MAR22					03/02/2022	M031122	134.05
				134.05	91011897	542100	O&M FIRE ALARM MONIT	
							GG-C/E-O&M YARD FAC-PHONE	
				254234	0456MAR22			
						03/02/2022	M031122	84.99

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 0456MAR22				84.99 91421891 542100	VILLAGE SEWER PUMP			
					GG-SWR-FAC-PHONE			
Invoice: 0754MAR22				254235 0754MAR22		03/02/2022	M031122	65.94
				65.94 91411891 542100	FLETCHER BAY WELL TELEM			
					GG-WTR-FAC-PHONE			
Invoice: 1745MAR22				254236 1745MAR22		03/02/2022	M031122	63.50
				63.50 91011189 542100	CH ELEVATOR SVC LINE			
					GG-C/E-CITY HALL-PHONE			
Invoice: 3736MAR22				254237 3736MAR22		03/02/2022	M031122	134.05
				134.05 91011189 542100	CH FIRE ALARM MONIT			
					GG-C/E-CITY HALL-PHONE			
Invoice: 5211MAR22				254238 5211MAR22		03/02/2022	M031122	223.24
				223.24 91011215 542100	POL PHN SERVICES			
					GG-C/E-PD-PHONE			
Invoice: 8731MAR22				254239 8731MAR22		03/02/2022	M031122	68.04
				68.04 91011755 542100	COMMONS FIRE ALARM MONIT			
					GG-C/E-COMMONS-PHONE			
Invoice: 9136MAR22				254240 9136MAR22		03/02/2022	M031122	170.99
				170.99 91011189 542100	CH SECURITY ALARM MONIT			
					GG-C/E-CITY HALL-PHONE			
Invoice: 9791MAR22				254241 9791MAR22		03/02/2022	M031122	137.86
				137.86 91011215 542100	POL TI MANDUS			
					GG-C/E-PD-PHONE			
Invoice: 9840MAR22				254242 9840MAR22		03/02/2022	M031122	65.94
				65.94 91411891 542100	HEAD OF BAY WELL TELEM			
					GG-WTR-FAC-PHONE			
Invoice: 9858MAR22				254243 9858MAR22		03/02/2022	M031122	50.35
				50.35 91411891 542100	SANDS AVE WELL TELEM			
					GG-WTR-FAC-PHONE			
						CHECK	358336 TOTAL:	4,247.83
358337 03/11/2022 PRD			1205 PUGET SOUND ENERGY	254170 0727FEB22		03/01/2022	M031122	10.86
Invoice: 0727FEB22				10.86 91011739 547100	194 WINSLOW WAY W			
					COMM EVENTS-ELECTRICITY			
Invoice: 9047FEB22				254176 9047FEB22		03/03/2022	M031122	42,166.61
				2,961.54 71011183 547100	0724 CITY WIDE ENERGY SERVICES			
				86.93 73416345 547100	PD/COURT BLDG NON CAP-ELECTRIC			
				5,229.34 91011189 547100	CASEY STREET WTR-ELECTRICITY			
				889.35 91011215 547100	GG-C/E-CITY HALL-ELECTRIC			
					GG-C/E-PD-ELECTRIC			

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CASH ACCOUNT: 635
CHECK NO CHK DATE

111100 CASH
TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

322.61	91011255	547100	GG-C/E-COURT BLDG-ELECTRIC
95.69	91011557	547100	FARMS-ELECTRIC
10.86	91011739	547100	COMM EVENTS-ELECTRICITY
700.73	91011755	547100	GG-C/E-COMMONS-ELECTRIC
608.75	91011768	547100	GG-C/E-PARKS-ELECTRIC
3,040.88	91011897	547100	GG-C/E-O&M YARD FAC-ELECTRIC
10.86	91021182	547100	GG-OS-PROP MNGT-ELECTRIC
4,740.41	91111263	547100	GG-STRT-STREET LIGHTING-UTIL
450.72	91111264	547100	GG-STREET-TRAF CONTROL-UTILITY
11,056.00	91411345	547100	GG-WTR-ELECTRIC
223.08	91415345	547100	GG-ROCKAWAY BCH-UTILITIES
2,904.98	91421355	547100	GG-SWR-ELECTRIC
8,791.36	91425358	547100	GG-WWTP-ELECTRIC
42.52	91435838	547100	GG-DECANT-ELECTRIC

CHECK 358337 TOTAL: 42,177.47

358338 03/11/2022 PRD 1485 VERIZON WIRELESS
Invoice: 9900872988

254244	9900872988	03/01/2022	M031122	5,583.23
CITY WIDE WIRELESS SRVCS				
1,084.26	91011189	54210001069	COVID19-ADD'L CELL PHONES	
120.03	73411345	542100	O&M-WTR MAINT-PHONE/POSTAGE	
90.07	72637319	54210000809	WATER QUAL FLOW MONIT-MODEM	
4,288.87	91011189	542100	GG-C/E-CITY HALL-PHONE	

CHECK 358338 TOTAL: 5,583.23

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 74,652.93

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	74,652.93

*** GRAND TOTAL *** 74,652.93

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JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	3	92									
APP	001-213000		03/11/2022	M031122	031122			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		23,031.22	
APP	635-111100		03/11/2022	M031122	031122			CASH AP CASH DISBURSEMENTS JOURNAL			74,652.93
APP	402-213000		03/11/2022	M031122	031122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		33,748.26	
APP	101-213000		03/11/2022	M031122	031122			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,211.63	
APP	401-213000		03/11/2022	M031122	031122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		12,529.23	
APP	403-213000		03/11/2022	M031122	031122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		42.52	
APP	631-213000		03/11/2022	M031122	031122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		90.07	
GENERAL LEDGER TOTAL										74,652.93	74,652.93
APP	631-130000		03/11/2022	M031122	031122			DUE TO/FROM CLEARING		74,562.86	
APP	001-130000		03/11/2022	M031122	031122			GENERAL - DUE TO/FROM CLEARING			23,031.22
APP	402-130000		03/11/2022	M031122	031122			DUE TO/FROM CLEARING			33,748.26
APP	101-130000		03/11/2022	M031122	031122			STREETS - DUE TO/FROM CLEARING			5,211.63
APP	401-130000		03/11/2022	M031122	031122			DUE TO/FROM CLEARING			12,529.23
APP	403-130000		03/11/2022	M031122	031122			DUE TO/FROM CLEARING			42.52
SYSTEM GENERATED ENTRIES TOTAL										74,562.86	74,562.86
JOURNAL 2022/03/92 TOTAL										149,215.79	149,215.79

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 3	92	03/11/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	23,031.22	23,031.22
				FUND TOTAL	23,031.22	23,031.22
101 STREET FUND 101-130000 101-213000	2022 3	92	03/11/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	5,211.63	5,211.63
				FUND TOTAL	5,211.63	5,211.63
401 WATER OPERATING FUND 401-130000 401-213000	2022 3	92	03/11/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	12,529.23	12,529.23
				FUND TOTAL	12,529.23	12,529.23
402 SEWER OPERATING FUND 402-130000 402-213000	2022 3	92	03/11/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	33,748.26	33,748.26
				FUND TOTAL	33,748.26	33,748.26
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 3	92	03/11/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	42.52	42.52
				FUND TOTAL	42.52	42.52
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 3	92	03/11/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	74,562.86 90.07	74,652.93
				FUND TOTAL	74,652.93	74,652.93

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		23,031.22
101	STREET FUND		5,211.63
401	WATER OPERATING FUND		12,529.23
402	SEWER OPERATING FUND		33,748.26
403	STORM & SURFACE WATER FUND		42.52
631	CLEARING FUND		
		74,562.86	
	TOTAL	74,562.86	74,562.86

** END OF REPORT - Generated by Jacob Kines **

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
358339	03/23/2022	PRTD	5 ACE HARDWARE	254114	504141		02/25/2022	03/20/22	26.17
	Invoice: 504141			26.17	73431835	531100	PW/WELDED CULTIVATOR-WEEDER		
							OFFICE SUPPLIES		
	Invoice: 504311			254115	504311		02/28/2022	03/20/22	29.45
				29.45	73011189	531100	PW/RAKE DUAL TINE 26"		
							O&M - C/E FACIL OFC SUPPLIES		
	Invoice: 504441			254116	504441		03/01/2022	03/20/22	39.44
				39.44	73637892	531100	PW/TARP POLY BLUE/BRN, TARP STRAP RUBBER		
							O&M-ALLOC-WTR-CONSUMABLES		
	Invoice: 504471			254117	504471		03/02/2022	03/20/22	43.63
				43.63	73637892	531100	PW/TARP POLY BLUE/BRN 12X20		
							O&M-ALLOC-WTR-CONSUMABLES		
	Invoice: 504551			254118	504551		03/03/2022	03/20/22	14.15
				14.15	73637891	531100	PW/CLOROX BLEACH, SPLICE PHONE		
							OFFICE SUPPLIES		
	Invoice: 504821			254253	504821		03/08/2022	03/20/22	15.26
				15.26	73011757	531100	PW/BRASS SHUTOFF HOSE 3/4"		
							O&M-C/E-MARINA-SUPPLIES		
	Invoice: 505011			254283	505011		03/10/2022	03/20/22	16.35
				16.35	73421355	531100	PW/KITCHEN BAG STRNG		
							WIN COLL-SUPPLIES		
							CHECK	358339 TOTAL:	184.45
358340	03/23/2022	PRTD	9653 DEAN ALEXANDER	254034	03/01/2022		03/01/2022	03/20/22	80.73
	Invoice: 03/01/2022			80.73	31011229	54110001069	EX/PICKUP MASKS, COVID TEST KITS		
							COVID19 TESTING-PROF SVCS		
							CHECK	358340 TOTAL:	80.73
358341	03/23/2022	PRTD	7994 PENINSULA SERVICES	254254	98411		02/28/2022	03/20/22	64.00
	Invoice: 98411			64.00	51011211	541100	POL/MOBILE SHREDDING		
							PD-C/E-ADM-PROF SVCS		
							CHECK	358341 TOTAL:	64.00
358342	03/23/2022	PRTD	8672 ALLSTREAM	254036	18173916		03/01/2022	03/20/22	778.12
	Invoice: 18173916			778.12	71637891	542100	FIN/CITY WIDE PHONE SERVICES		
							PW - ALLOC COMMUNICATION		
							CHECK	358342 TOTAL:	778.12

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358343	03/23/2022	PRTD	7166 AMERICAN MESSAGING	254255	W4104492WC	03/01/2022	03/20/22	188.51
			Invoice: W4104492WC	188.51	73637891	542100	PW/MESSAGING SERVICES 3/1/22 TO 3/31/22 O&M - ALLOC FACIL TELEPHONE	
							CHECK 358343 TOTAL:	188.51
358344	03/23/2022	PRTD	4710 ASSOCIATED PETROLEU	254187	0423877-IN	12/30/2021	03/20/22	1,945.55
			Invoice: 0423877-IN	1,945.55	73638893	532000	PW/REGULAR FUEL O&M-FUEL USE-ALLOCATION	
			Invoice: 0435829-IN	254188	0435829-IN		02/22/2022 03/20/22	1,428.52
				509.29	73638893	532000	PW/DIESEL & REGULAR FUEL O&M-FUEL USE-ALLOCATION	
				919.23	73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
			Invoice: 0445143-IN	254189	0445143-IN		03/01/2022 03/20/22	1,920.99
				995.54	73638893	532000	PW/DIESEL & REGULAR FUEL O&M-FUEL USE-ALLOCATION	
				925.45	73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
							CHECK 358344 TOTAL:	5,295.06
358345	03/23/2022	PRTD	7821 ARAMARK	254256	512000254299	02/17/2022	03/20/22	60.77
			Invoice: 512000254299	60.77	73638893	589310	PW/COAT LAB SPUN, COVR FR LAUNDRY SERVICES	
			Invoice: 512000258519	254257	512000258519		02/24/2022 03/20/22	61.12
				61.12	73638893	589310	PW/COAT LAB SPUN, COVR FR LAUNDRY SERVICES	
			Invoice: 512000263695	254284	512000263695		03/03/2022 03/20/22	62.34
				62.34	73638893	589310	PW/COAT LAB SPUN, COVR FR LAUNDRY SERVICES	
							CHECK 358345 TOTAL:	184.23
358346	03/23/2022	PRTD	47 BAINBRIDGE DISPOSAL	254261	334275	03/03/2022	03/20/22	35.00
			Invoice: 334275	35.00	73111427	531100	PW/WASHER, DRYER DISPOSAL CHARGE OFFICE SUPPLIES	
			Invoice: 0001180019	254285	0001180019		02/28/2022 03/20/22	207.57
				207.57	91011755	547900	SENIOR CENTER COMMONS WASTE DISPOSAL GG-C/E-COMMONS-GARBAGE	
							CHECK 358346 TOTAL:	242.57

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358347	03/23/2022	PRTD	54 BAINBRIDGE RENTAL IN	254190	CON82063	02/09/2022	03/20/22	245.38
	Invoice: CON82063			245.38	73111427	531100	PW/ULTRA MIX OIL, 33RSF CHAIN YELLOW OFFICE SUPPLIES	
	Invoice: CON82363			254191	CON82363	02/22/2022	03/20/22	88.26
				44.13	73111423	531100	PW/CLUTCH, DRIVE SHAFT, MISC HARDWARE OFFICE SUPPLIES	
				44.13	73111427	531100	OFFICE SUPPLIES	
							CHECK 358347 TOTAL:	333.64
358348	03/23/2022	PRTD	3390 BAINBRIDGE SELF STOR	254037	4841	02/27/2022	03/20/22	1,181.00
	Invoice: 4841			1,181.00	36011143	541100	EXCC/STORAGE FEE 3/14-4/13/22 CLERK-C/E-PROF SVCS	
							CHECK 358348 TOTAL:	1,181.00
358349	03/23/2022	PRTD	8889 BAINBRIDGE ARTISAN R	254260	38159	03/10/2022	03/20/22	24,262.00
	Invoice: 38159			24,262.00	31011732	54110000297	EX/2020-21 CULTURAL FUNDING: OPER EX-GF-CULTURAL ARTS & SCIENCES	
							CHECK 358349 TOTAL:	24,262.00
358350	03/23/2022	PRTD	5623 BHC CONSULTANTS	254336	0015276	01/14/2022	03/20/22	10,987.29
	Invoice: 0015276			10,987.29	73423943	64110001101	PW/REGULATORY AIR GAP PROJECT (IN WWTP AIRGAP REPL-PROF SVCS	
							CHECK 358350 TOTAL:	10,987.29
358351	03/23/2022	PRTD	314 BAINBRIDGE ISLAND FI	254265	FSS 2022	03/02/2022	03/20/22	190,000.00
	Invoice: FSS 2022			190,000.00	51011223	551000	POL/2022 FIRE SAFETY SERVICES PD-C/E-FIRE PREVENTION-IG SVCS	
							CHECK 358351 TOTAL:	190,000.00
358352	03/23/2022	PRTD	3775 BAINBRIDGE ISLAND SP	254155	1310	03/03/2022	03/20/22	2,000.00
	Invoice: 1310			300.00	51011211	549100	POL/ANNUAL DUES X20	
				200.00	52011212	549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSH	
				1,500.00	53011212	549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH PD-C/E-PATROL-DUES/SUBCR/MEMBR	
							CHECK 358352 TOTAL:	2,000.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358353	03/23/2022	PRTD	64 BAINBRIDGE ISLAND AR	254120	2072	02/14/2022	03/20/22	3,000.00
	Invoice: 2072					EX/PUBLIC ART ADMINISTRATION		
				3,000.00	31024759	54110200297	PUBLIC ART-MNGT SVCS	
						CHECK	358353 TOTAL:	3,000.00
358354	03/23/2022	PRTD	360 BUILDERS FIRSTSOURCE	254192	84937031	02/25/2022	03/20/22	44.44
	Invoice: 84937031					PW/FOTGRIP ROLLER FRAME, STEEL HANDLE		
				44.44	73111427	531100	OFFICE SUPPLIES	
				254267	84981694			82.39
	Invoice: 84981694					03/07/2022	03/20/22	
				82.39	73111264	531100	PW/1/2"X10' REBAR #4 60G	
						O&M-STREET-TRAF CONTROL-SUPPLY		
						CHECK	358354 TOTAL:	126.83
358355	03/23/2022	PRTD	8163 CASCADE BICYCLE CLUB	254268	03/11/2022	03/11/2022	03/20/22	200.00
	Invoice: 03/11/2022					POL/REFUND ON PARK		
				200.00	41622860	586000	PARK/DOCK DEPOSITS CUST-OUT	
						CHECK	358355 TOTAL:	200.00
358356	03/23/2022	PRTD	8253 CHS POULSBO	254270	44641H	03/09/2022	03/20/22	913.08
	Invoice: 44641H					PW/SALT BAG EX COARSE 50# X98		
				913.08	73637892	531100	O&M-ALLOC-WTR-CONSUMABLES	
						CHECK	358356 TOTAL:	913.08
358357	03/23/2022	PRTD	9908 CINTAS CORPORATION #	254193	5097899134	03/01/2022	03/20/22	90.84
	Invoice: 5097899134					PW/MEDICAL SUPPLIES HIDDEN COVE RD		
				90.84	73637891	531100	OFFICE SUPPLIES	
						CHECK	358357 TOTAL:	90.84
358358	03/23/2022	PRTD	634 CITY OF BAINBRIDGE I	254273	BLD26091-2	02/28/2022	03/20/22	33.14
	Invoice: BLD26091-2					ENG/PERMIT BLD26091 GRADING PERMIT FEE		
				33.14	72431835	54980001174	2021 ANNUAL DRAIN PRGM-PERMITS	
						CHECK	358358 TOTAL:	33.14
358359	03/23/2022	PRTD	460 PETTY CASH	254274	POL-2022-2	03/02/2022	03/20/22	22.14
	Invoice: POL-2022-2					POL/POSTAGE		
				22.14	91011215	542500	GG-C/E-PD-POSTAGE	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	358359	TOTAL:	22.14
358360	03/23/2022	PRTD	102 CITY OF BAINBRIDGE	I 254327	RETREQ5-00987	03/14/2022	20210024 03/20/22	8,485.00
			Invoice: RETREQ5-00987				PW/JMG CONSTRUCTORS - RETAINAGE	
				8,485.00	73414434	66300000987	CHLORINE GEN UPGRADE-CONSTR	
					CHECK	358360	TOTAL:	8,485.00
358361	03/23/2022	PRTD	9405 CITY OF BAINBRIDGE	I 254329	24000135	03/01/2022	03/20/22	3,060.00
			Invoice: 24000135				232502-3-083-2002 SSWM FEES 2022	
				3,060.00	71011183	54740000724	PD/COURT BLDG NON CAP-SWM FEES	
					CHECK	358361	TOTAL:	3,060.00
358362	03/23/2022	PRTD	104 CITY OF BREMERTON	254165	BKAT000648	01/24/2022	03/20/22	3,093.50
			Invoice: BKAT000648				IT/BROADCAST SERVICES FOR PUBLIC MTGS	
				3,093.50	81011881	542420	IT-C/E-TELEVISTED COUNCIL MEET	
			Invoice: BKAT000658					
				254167	BKAT000658	03/01/2022	03/20/22	3,093.50
				3,093.50	81011881	542420	IT/BROADCAST SERVICES FOR PUBLIC MTGS	
							IT-C/E-TELEVISTED COUNCIL MEET	
					CHECK	358362	TOTAL:	6,187.00
358363	03/23/2022	PRTD	1921 CNA SURETY	254271	68363519-2022	03/11/2022	03/20/22	135.00
			Invoice: 68363519-2022				NOTARY SURETY BONDS X9	
				45.00	31029476	546000	EX-INS SFUND-MISC INS	
				15.00	41029476	546000	FIN - INS RISK XFER INSURANCE	
				15.00	61029147	546000	PCD - INS INSURANCE	
				60.00	71029147	546000	PW - INS INSURANCE	
					CHECK	358363	TOTAL:	135.00
358364	03/23/2022	PRTD	6920 COMCAST	254126	MAR22	02/20/2022	03/20/22	11.27
			Invoice: MAR22				POL/HD CONVERTER BOX	
				11.27	51011211	545000	PD-C/E-ADMIN RENTS/LEASE	
					CHECK	358364	TOTAL:	11.27
358365	03/23/2022	PRTD	4950 CORRECT EQUIPMENT	IN 254275	45974	01/25/2022	03/20/22	2,663.33
			Invoice: 45974				PW/3154 POINT WHITE DR PUMP REPAIR	
				2,663.33	73426355	54810000562	GRINDER PUMP MAINT CONTRACT	
			Invoice: 46049					
				254278	46049	02/07/2022	20220003 03/20/22	3,953.67
				3,953.67	73426355	54810000562	PW/GRINDER PUMP EQUIPMENT	
							GRINDER PUMP MAINT CONTRACT	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 46235				254279 46235	03/07/2022		03/20/22	3,840.32
				3,840.32 73426355 54810000562			PW/EXTREME PUMP REPLACEMENT NEW D200 GRINDER PUMP MAINT CONTRACT	
							CHECK 358365 TOTAL:	10,457.32
358366	03/23/2022	PRTD	9157 CREATIVE COURSES, LL	254046 724	02/24/2022		03/20/22	2,200.00
			Invoice: 724				PW,ENG/CESCL INSTRUCTOR TRAINING O&M-ALLOC ADM-TRAINING EXP ENG - WATER TRAINING	
				1,100.00 73637891 443410				
				1,100.00 72411341 443410				
							CHECK 358366 TOTAL:	2,200.00
358367	03/23/2022	PRTD	5132 CRYSTAL SPRINGS	254280 5228674 030922	03/09/2022		03/20/22	32.39
			Invoice: 5228674 030922				CRT/BOTTOM LOAD HOT & COLD COOLER COURT - SUPPLIES	
				32.39 21011125 531100				
							CHECK 358367 TOTAL:	32.39
358368	03/23/2022	PRTD	152 DAILY JOURNAL OF COM	254038 3375624	02/16/2022		03/20/22	253.00
			Invoice: 3375624				ENG/POLICE COURT CONSULTANT SUPPORT ADS PD/COURT BLDG-ADV	
				253.00 72311942 64400000724				
							CHECK 358368 TOTAL:	253.00
358369	03/23/2022	PRTD	9000 DUDE SOLUTIONS, INC	254199 INV-106054	03/01/2022		03/20/22	24,646.77
			Invoice: INV-106054				IT/SMARTGOV APPLICATION SUBSCRIPTION IT - C/E COMPUTER SOFTWARE	
				24,646.77 81011881 535100				
							CHECK 358369 TOTAL:	24,646.77
358370	03/23/2022	PRTD	9675 FEDRESULTS, INC.	254039 FRIN043934	03/01/2022		03/20/22	1,468.88
			Invoice: FRIN043934				IT/TABLEAU SOFTWARE - WHALEN, BERG IT - C/E COMPUTER SOFTWARE	
				1,468.88 81011881 535100				
							CHECK 358370 TOTAL:	1,468.88
358371	03/23/2022	PRTD	9938 GMP CONSULTANTS LLC	254040 001	01/19/2022		03/20/22	7,166.66
			Invoice: 001				HR/COMMUNITY DEVELOPMENT DIRECTOR RECRUITMENT HR-C/E-PROF SVCS	
				7,166.66 33011161 541100				
							CHECK 358371 TOTAL:	7,166.66

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358372	03/23/2022	PRTD	513 GRAINGER	254201	9224909797	02/24/2022	03/20/22	304.94
	Invoice: 9224909797			304.94	73425358	531100	PW/HANG/STACK BIN 16L X 11W BLUE O&M-WWTP-SUPPLIES	
	Invoice: 9230866833			254202	9230866833	03/02/2022	03/20/22	344.39
				344.39	73425358	531100	PW/V-BELT COGGED X 8 O&M-WWTP-SUPPLIES	
							CHECK 358372 TOTAL:	649.33
358373	03/23/2022	PRTD	9560 GREEN IT CONSULTING,	254289	861	03/10/2022	03/20/22	9,600.00
	Invoice: 861			9,600.00	81011881	541100	IT/INTRANET DEVELOPMENT IT - C/E PROF SERVICES	
							CHECK 358373 TOTAL:	9,600.00
358374	03/23/2022	PRTD	1517 GUARDIAN SECURITY SY	254135	1222499	03/01/2022	03/20/22	260.75
	Invoice: 1222499			260.75	51011215	541100	POL/ALARM MONITORING POLICE - C/E FACIL PROF SVCS	
							CHECK 358374 TOTAL:	260.75
358375	03/23/2022	PRTD	253 HACH COMPANY	254203	12834958	01/17/2022	03/20/22	524.96
	Invoice: 12834958			524.96	73411345	531100	PW/DPD FREE REFILL VIAL X 6 OFFICE SUPPLIES	
							CHECK 358375 TOTAL:	524.96
358376	03/23/2022	PRTD	4850 HOME DEPOT CREDIT SE	254290	669564965	02/17/2022	03/20/22	905.51
	Invoice: 669564965			905.51	73637948	531100	PW/DISPOSABLE URINAL FLOOR MAT, BLACK LINER O&M ALLOC-CITY WIDE SUPPLIES	
							CHECK 358376 TOTAL:	905.51
358377	03/23/2022	PRTD	863 INTERSTATE BATTERIES	254291	22070381	02/24/2022	03/20/22	342.10
	Invoice: 22070381			177.05	53011212	531100	POL,PW/BATTERIES PD-C/E-PATROL SUPPLIES	
				165.05	73425358	531100	O&M-WWTP-SUPPLIES	
							CHECK 358377 TOTAL:	342.10
358378	03/23/2022	PRTD	9883 INVOICE CLOUD INC	254108	2698-2022_2	02/28/2022	03/20/22	1,424.28
	Invoice: 2698-2022_2			712.14	43411341	541100	FIN/INVOICE CLOUD SERVICES FEBRUARY 2022	
				712.14	43421351	541100	FIN - WATER ADMIN PROF SERVICE	
							FIN - SEWER ADMIN PROF SERVICE	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	358378	TOTAL:	1,424.28
358379	03/23/2022	PRTD	8646 ISLAND HANDS	254206 223	02/23/2022	03/20/22		580.00
	Invoice: 223				PW/2020-2023 JANITORIAL CONTRACT			
				580.00	73011183	54110000269	JANITORIAL CONTRACT-PRO SVCS	
					CHECK	358379	TOTAL:	580.00
358380	03/23/2022	PRTD	3114 JOHNSON CONTROLS FIR	254292 22767845	02/18/2022	03/20/22		303.81
	Invoice: 22767845				PW/ALARM MONITORING 12/1/21-2/28/22			
				303.81	73011183	54110000390	FAC BLDG/FIRE ALARM-CITY HALL	
	Invoice: 22767882				254293	22767882	02/18/2022 03/20/22	152.27
					PW/ALARM MONITORING 12/1/21-2/28/22			
				152.27	73011755	54110000390	FAC BLDG/FIRE ALARM-COMMONS	
	Invoice: 22767902				254294	22767902	02/18/2022 03/20/22	152.27
					PW/ALARM MONITORING 12/1/21-2/28/22			
				152.27	73011897	54110000390	PWY-ALARM SVCS	
					CHECK	358380	TOTAL:	608.35
358381	03/23/2022	PRTD	2306 KITSAP COUNTY PROSEC	254297 MAR22	03/07/2022	03/20/22		10,234.30
	Invoice: MAR22				LEGAL/PROSECUTION SERVICES MAR 2022			
				10,234.30	32011521	541112	LGL-OUTSIDE PROSECUTOR	
					CHECK	358381	TOTAL:	10,234.30
358382	03/23/2022	PRTD	4740 KITSAP COUNTY PUBLIC	254209 CINV-2022-00246	03/01/2022	03/20/22		315.00
	Invoice: CINV-2022-00246				PW/700 GALLONS OF SALT BRINE			
				315.00	73111266	531100	OFFICE SUPPLIES	
					CHECK	358382	TOTAL:	315.00
358383	03/23/2022	PRTD	1010 PAUL L KING	254132 61148	02/15/2022	03/20/22		370.60
	Invoice: 61148				PW/SERVICE CALL, PARTS, LABOR			
				370.60	73011183	548100	O&M-C/E-CH FAC-REPAIRS	
					CHECK	358383	TOTAL:	370.60
358384	03/23/2022	PRTD	9852 KISSLER ENTERPRISES	254296 10127	02/28/2022	03/20/22		9,307.10
	Invoice: 10127				PW/BAINBRIDGE ISLAND WWTP TO BARR-TECH			
				9,307.10	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	358384	TOTAL:	9,307.10
358385	03/23/2022	PRTD	8546 KITSAP 911 PUBLIC AU	254130	BIPD2022-03	02/15/2022	03/20/22	10,737.00
			Invoice: BIPD2022-03			POL/CALL CENTER SERVICES		
				7,515.90	53011286	551000	POLICE - C/E PATROL CENCOM	
				3,221.10	52011286	551000	POLICE - C/E - INVEST CENCOM	
					CHECK	358385	TOTAL:	10,737.00
358386	03/23/2022	PRTD	2421 KITSAP PUBLIC HEALTH	254129	319155	12/28/2021	03/20/22	880.00
			Invoice: 319155			PW/SOLID WASTE HANDLING PERMIT		
				880.00	73435838	549800	O&M-DECANT-PERMITS	
					CHECK	358386	TOTAL:	880.00
358387	03/23/2022	PRTD	308 KITSAP REGIONAL COOR	254298	2022-DUES	03/04/2022	03/20/22	34,900.00
			Invoice: 2022-DUES			2022 MEMBERSHIP DUES		
				34,900.00	91011199	549100	EXEC - C/E GEN'L GOV'T DUES	
					CHECK	358387	TOTAL:	34,900.00
358388	03/23/2022	PRTD	8412 LEE, ANDREW	254172	99862	03/08/2022	03/20/22	195.92
			Invoice: 99862			UB 11451 8251 SPRINGRIDGE ROAD NE		
				195.92	411	122100	WATER ACCOUNTS RECEIVABLE	
					CHECK	358388	TOTAL:	195.92
358389	03/23/2022	PRTD	5011 LEXISNEXIS RISK SOLU	254137	1272084-20220228	02/28/2022	03/20/22	163.65
			Invoice: 1272084-20220228			POL/MONTHLY SUBSCRIPTION		
				163.65	52011212	549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
					CHECK	358389	TOTAL:	163.65
358390	03/23/2022	PRTD	7038 MOON SECURITY SERVIC	254299	1126168	02/28/2022	03/20/22	336.00
			Invoice: 1126168			CRT/EHM-K-SCRAM 2/1-2/28/22		
				336.00	21011232	545000	COURT-ELECT HOME DET'N-EQ RENT	
					CHECK	358390	TOTAL:	336.00
358391	03/23/2022	PRTD	8581 GOVERNMENTJOBS.COM,	254338	INV-22948	11/19/2021	03/20/22	8,148.73
			Invoice: INV-22948			IT/NEOGOV PERFORMANCE SOFTWARE DEC21-22		
				8,148.73	81011881	535100	IT - C/E COMPUTER SOFTWARE	
				254339	INV-22564			
			Invoice: INV-22564			10/29/2021	03/20/22	7,170.77
						IT/GOVERNMENT JOBS SOFTWARE NOV21-22		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
				7,170.77	81011881	535100	IT - C/E COMPUTER SOFTWARE	
							CHECK 358391 TOTAL:	15,319.50
358392	03/23/2022	PRTD	8433 NEXTREQUEST CO.	254211	21094		04/01/2022 03/20/22	17,856.23
			Invoice: 21094				IT/NEXTREQUEST SW PUBLIC RECORDS REQUEST MNGMT	
				17,856.23	81011881	535100	IT - C/E COMPUTER SOFTWARE	
							CHECK 358392 TOTAL:	17,856.23
358393	03/23/2022	PRTD	4118 NORTHWEST BIOSOLIDS	254300	2021-258		12/12/2021 03/20/22	262.50
			Invoice: 2021-258				PW/2022 MEMBERSHIP DUES	
				262.50	73425358	549100	O&M-WWTP-DUES, SUBSCR	
							CHECK 358393 TOTAL:	262.50
358394	03/23/2022	PRTD	9135 NWPE	254136	006		02/23/2022 03/20/22	197.05
			Invoice: 006				PW/VENSTATION 12V 17AMP BATTERY, CABLING	
				197.05	73011757	548100	O&M-C/E-MARINA-R&M	
							CHECK 358394 TOTAL:	197.05
358395	03/23/2022	PRTD	8286 SUPERINTENDENT OF P	254301	17114		02/25/2022 03/20/22	45.25
			Invoice: 17114				POL/FINGERPRINTING	
				45.25	41654861	586110	FINGERPRINT DISB TO SPI	
							CHECK 358395 TOTAL:	45.25
358396	03/23/2022	PRTD	6333 PETROCARD INC.	254213	0439483-IN		02/24/2022 03/20/22	565.39
			Invoice: 0439483-IN				PW/OMALA S2 GX 150, 220 PAIL	
				565.39	73425358	531100	O&M-WWTP-SUPPLIES	
							CHECK 358396 TOTAL:	565.39
358397	03/23/2022	PRTD	8922 REXEL USA INC.	254143	2004207		03/02/2022 03/20/22	109.70
			Invoice: 2004207				PW/820ART EMT COMP CONN, HOLD DOWN KIT	
				109.70	73638935	531100	O&M-STD ALLOCATION-SUPPLIES	
			Invoice: SC21915				02/25/2022 03/20/22	23.72
				23.72	73638935	531100	PW/LATE CHARGE	
							O&M-STD ALLOCATION-SUPPLIES	
							CHECK 358397 TOTAL:	133.42

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
358398	03/23/2022	PRTD	9972 POLIN, LAURA	254214	BLD25765	03/09/2022	03/20/22	2,460.32	
	Invoice: BLD25765					PERMIT BLD25765 R-SFR REFUND FEE			
				100.00	47148	345831	FIRE PLAN REVIEW & INSPECTIONS		
				1,804.95	47148	345830	PLAN CHECKING FEES		
				555.37	47148	322110	PLAN'G REVIEW OF BLDG PERMITS		
						CHECK	358398 TOTAL:	2,460.32	
358399	03/23/2022	PRTD	9349 PROPANE NORTHWEST	254215	1506383085	02/24/2022	03/20/22	1,384.32	
	Invoice: 1506383085					661.20 GALLONS PROPANE, HAZMAT DELIVERY			
				1,384.32	91011897	547200	GG-C/E-O&M YARD FAC-PROPANE		
						CHECK	358399 TOTAL:	1,384.32	
358400	03/23/2022	PRTD	7563 PUMPTECH INC	254304	0177967-IN	01/31/2022	03/20/22	12,266.87	
	Invoice: 0177967-IN					PW/SERVICE TECH, MOTOR REPAIR, 730 SEAL GS			
				12,266.87	73411345	54810001190	HOB BOOSTER PUMP #1-REPAIR		
						CHECK	358400 TOTAL:	12,266.87	
358401	03/23/2022	PRTD	9440 QBSI-XEROX	254305	IN2494274	02/26/2022	03/20/22	64.41	
	Invoice: IN2494274					CRT/COPIER LEASE			
				64.41	21011125	545000	COURT - RENTS & LEASES - OPER		
						CHECK	358401 TOTAL:	64.41	
358402	03/23/2022	PRTD	9787 BROOKS M RAYMOND	254306	22-175	03/10/2022	03/20/22	250.00	
	Invoice: 22-175					POL/POLYGRAPH SERVICES			
				250.00	52011212	541100	POLICE - C/E INVEST PROF SVCS		
						CHECK	358402 TOTAL:	250.00	
358403	03/23/2022	PRTD	408 ROLLING BAY COMMERCIAL	254308	885582	03/11/2022	03/20/22	4,366.88	
	Invoice: 885582					CRT/COURTHOUSE RENT APRIL 2022			
				4,366.88	21011125	545000	COURT - RENTS & LEASES - OPER		
						CHECK	358403 TOTAL:	4,366.88	
358404	03/23/2022	PRTD	8035 SHINE QUARRY, LLC	254150	0037319	02/25/2022	03/20/22	1,867.46	
	Invoice: 0037319					PW/3/4" MINUS, 1 1/4" MINUS GRAVEL			
				1,867.46	73111423	531100	OFFICE SUPPLIES		
	Invoice: 0037441								
				254310	0037441		03/04/2022	03/20/22	682.43
				682.43	990	141100	GRAVEL INVENTORY		
							MERCHANDISE		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	358404	TOTAL:	2,549.89
358405	03/23/2022	PRTD	9584 SILKE COMMUNICATIONS	254311 118677	01/20/2022		03/20/22	54.55
	Invoice: 118677					PW/RADIO PROGRAMMING HIDDEN COVE RD		
				54.55 73501448 66400001108		2021 & 2022 PD VEHICLES		
					CHECK	358405	TOTAL:	54.55
358406	03/23/2022	PRTD	4689 SITESTAR.NET	254312 6903860	03/10/2022		03/20/22	6,165.00
	Invoice: 6903860					IT/INTERNET CONNECTION FOR WAN		
				6,165.00 81011881 548500		IT - C/E COMPUTER SUPPORT		
					CHECK	358406	TOTAL:	6,165.00
358407	03/23/2022	PRTD	601 SOUND REPROGRAPHICS	254043 88621	02/03/2022		03/20/22	302.22
	Invoice: 88621					EX/CLIMATE ACTION PLAN BOOKLETS X4		
				302.22 31011492 54245001150		CAP-OTHER IMPL-OUTREACH		
	Invoice: 88124							124.99
				254048 88124	01/07/2022		03/20/22	
				124.99 72011321 531100		ENG/BUSINESS CARDS - KENTON BRUNO		
						ENG - C/E ADMIN SUPPLIES		
	Invoice: 88185							67.87
				254055 88185	01/07/2022		03/20/22	
				67.87 31011572 54245001064		EX/MLK DAY POSTER		
						RETF-COMMUNITY OUTREACH		
	Invoice: 89213							11.71
				254164 89213	03/04/2022		03/20/22	
				11.71 72111423 531100		ENG/CITY COUNCIL AGENDA BILL PUBLIC HEARING		
						ENG - ACCESS RDWY SUPPLIES		
					CHECK	358407	TOTAL:	506.79
358408	03/23/2022	PRTD	8738 SPEAKWRITE, LLC	254151 48F53DCD	03/01/2022		03/20/22	613.83
	Invoice: 48F53DCD					POL/TRANSCRIPTION SERVICES		
				613.83 52011212 541100		POLICE - C/E INVEST PROF SVCS		
	Invoice: ADC693B7							456.00
				254152 ADC693B7	03/01/2022		03/20/22	
				456.00 52011212 541100		POL/TRANSCRIPTION SERVICES		
						POLICE - C/E INVEST PROF SVCS		
					CHECK	358408	TOTAL:	1,069.83
358409	03/23/2022	PRTD	8132 SPECTRA LABORATORIES	254217 22-01316	03/03/2022		03/20/22	23.00
	Invoice: 22-01316					PW/TOTAL COLIFORM, E COLI TESTING		
				23.00 73415345 54110000391		LAB SVCS-WATER ROCKAWAY		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 22-01317				254218 22-01317	03/03/2022		03/20/22	23.00
				23.00 73011897 54110000391	PW/TOTAL COLIFORM, E COLI TESTING LAB SVCS-PWY FAC			
Invoice: 22-01318				254219 22-01318	03/03/2022		03/20/22	230.00
				230.00 73411345 54110000391	PW/TOTAL COLIFORM, E COLI TESTING LAB SVCS-WATER			
Invoice: 22-01330				254220 22-01330	03/07/2022		03/20/22	69.00
				69.00 73415345 54110000391	PW/IRON, MANGANESE, FLUORIDE TESTING LAB SVCS-WATER ROCKAWAY			
Invoice: 22-01346				254221 22-01346	03/07/2022		03/20/22	55.00
				55.00 73425358 54110000391	PW/BIOCHEMICAL OXYGEN DEMAND TESTING LAB & TESTING SVCS-WWTP			
					CHECK	358409	TOTAL:	400.00
358410 03/23/2022 PRTD Invoice: BLD1277		9969 STANYON, ALEXANDRA		254109 BLD1277	03/04/2022		03/20/22	259.03
				259.03 65238 386000	PERMIT BLD1277 MIS REFUND FEES SBCC - SBCC FEE			
					CHECK	358410	TOTAL:	259.03
358411 03/23/2022 PRTD Invoice: 8065382507		2467 STAPLES		254313 8065382507	02/26/2022		03/20/22	190.32
				190.32 73637891 531100	PW/PAPER, POST-IT NOTES, BINDERS, LGL PAD OFFICE SUPPLIES			
Invoice: 8065401576				254156 8065401576	02/26/2022		03/20/22	259.24
				129.62 51011211 531100	POL/FLASH DRIVES PD-C/E-ADM-SUPPLIES			
				51.85 52011212 531100	POLICE - C/E INVEST SUPPLIES			
				77.77 53011212 531100	PD-C/E-PATROL SUPPLIES			
Invoice: 8065382517				254171 8065382517	02/26/2022		03/20/22	164.88
				164.88 61011581 531100	PCD/TAPE, PAPER, POST-ITS, CLOROX WIPES PCD - C/E ADMIN SUPPLIES			
					CHECK	358411	TOTAL:	614.44
358412 03/23/2022 PRTD Invoice: 3005924009		2122 STERICYCLE INC		254157 3005924009	02/28/2022		03/20/22	10.36
				10.36 53011212 541100	POL/BIOHAZARD DISPOSAL POLICE - C/E PATROL PROF SVCS			
					CHECK	358412	TOTAL:	10.36

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358413	03/23/2022	PRTD	9496 ANDREA STEURER	254222	LIC FEE REBATE 2022	02/23/2022	03/20/22	10.00
			Invoice: LIC FEE REBATE 2022	10.00	17131	317600		
						TRANSP BENEFIT DIST REBATE		
						TBF-VEHICLE FEES		
						CHECK	358413 TOTAL:	10.00
358414	03/23/2022	PRTD	9974 STOKES LAWRENCE P.S.	254333	325839	03/09/2022	03/20/22	3,675.00
			Invoice: 325839	3,675.00	33011161	541110		
						HR/PROFESSIONAL LEGAL SERVICES FEB 2022		
						HR-GF-LEGAL ADVICE		
						CHECK	358414 TOTAL:	3,675.00
358415	03/23/2022	PRTD	952 WA ST PATROL	254054	!22004648	03/03/2022	03/20/22	180.00
			Invoice: !22004648	180.00	41654861	586100		
						FIN/BACKGROUND CHECKS		
						AGENCY DISBURSEMENTS		
						CHECK	358415 TOTAL:	180.00
358416	03/23/2022	PRTD	4513 WM CORPORATE SERVICE	254314	0058490-2588-6	02/01/2022	03/20/22	22.32
			Invoice: 0058490-2588-6	22.32	73435838	54790000618		
						PW/LATE PAYMENT CHARGE INV 58204		
						DECANT SPOILS DISPOSAL		
						CHECK	358416 TOTAL:	22.32
358417	03/23/2022	PRTD	8390 WEST HILLS FORD MAZD	254315	75008037	02/24/2022	03/20/22	417.56
			Invoice: 75008037	417.56	73638935	531100		
						PW/JL3Z 9N184 A : ELEMENT		
						O&M-STD ALLOCATION-SUPPLIES		
						CHECK	358417 TOTAL:	417.56
358418	03/23/2022	PRTD	8550 WOODBROOK NATIVE PLA	254231	214335N	03/04/2022	03/20/22	700.93
			Invoice: 214335N	700.93	73431835	531100		
						PW/JUNCUS ENSIFOLIUS, TENUIS, CAREX STIPATA		
						OFFICE SUPPLIES		
						CHECK	358418 TOTAL:	700.93
358419	03/23/2022	PRTD	8115 XYLEM WATERING SOLUT	254324	3556C13411	03/01/2022	03/20/22	3,395.81
			Invoice: 3556C13411	3,395.81	73425358	531100		
						PW/BALLAST ECORAY TDS 55 X5		
						O&M-WWTP-SUPPLIES		
						CHECK	358419 TOTAL:	3,395.81

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NUMBER OF CHECKS 81 *** CASH ACCOUNT TOTAL *** 461,809.42

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	81	461,809.42

*** GRAND TOTAL *** 461,809.42

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JOURNAL ENTRIES TO BE CREATED

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CLERK: jkines

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC		
2022	3	145								
APP	403-213000							ACCOUNTS PAYABLE	1,662.56	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	635-111100							CASH		461,809.42
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	001-213000							GENERAL - ACCOUNTS PAYABLE	382,838.60	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	631-213000							ACCOUNTS PAYABLE	10,293.87	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	402-213000							ACCOUNTS PAYABLE	36,573.28	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	101-213000							STREETS - ACCOUNTS PAYABLE	2,689.64	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	622-213000							ACCOUNTS PAYABLE	200.00	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	401-213000							ACCOUNTS PAYABLE	23,606.89	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	301-213000							ACCOUNTS PAYABLE	253.00	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	650-213000							ACCOUNTS PAYABLE	484.28	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	407-213000							ACCOUNTS PAYABLE	2,460.32	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	901-213000							ACCOUNTS PAYABLE	682.43	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	501-213000							ER&R-ACCOUNTS PAYABLE	54.55	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
APP	171-213000							TBF-A/P	10.00	
	03/23/2022	03/20/22	031622					AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL									461,809.42	461,809.42
APP	631-130000							DUE TO/FROM CLEARING	451,515.55	
	03/23/2022	03/20/22	031622							
APP	403-130000							DUE TO/FROM CLEARING		1,662.56
	03/23/2022	03/20/22	031622							
APP	001-130000							GENERAL - DUE TO/FROM CLEARING		382,838.60
	03/23/2022	03/20/22	031622							
APP	402-130000							DUE TO/FROM CLEARING		36,573.28
	03/23/2022	03/20/22	031622							
APP	101-130000							STREETS - DUE TO/FROM CLEARING		2,689.64
	03/23/2022	03/20/22	031622							
APP	622-130000							DUE TO/FROM CLEARING		200.00
	03/23/2022	03/20/22	031622							
APP	401-130000							DUE TO/FROM CLEARING		23,606.89
	03/23/2022	03/20/22	031622							
APP	301-130000							DUE TO/FROM CLEARING		253.00

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JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 650-130000	03/23/2022	03/20/22	031622				DUE TO/FROM CLEARING		484.28	
APP 407-130000	03/23/2022	03/20/22	031622				DUE TO/FROM CLEARING		2,460.32	
APP 901-130000	03/23/2022	03/20/22	031622				DUE TO/FROM CLEARING		682.43	
APP 501-130000	03/23/2022	03/20/22	031622				ER&R-DUE TO/FROM CLEARING		54.55	
APP 171-130000	03/23/2022	03/20/22	031622				TBF-DUE TO/FROM CLEARING		10.00	
SYSTEM GENERATED ENTRIES TOTAL									451,515.55	451,515.55
JOURNAL 2022/03/145 TOTAL									913,324.97	913,324.97

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 3	145	03/23/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	382,838.60	382,838.60
				FUND TOTAL	382,838.60	382,838.60
101 STREET FUND 101-130000 101-213000	2022 3	145	03/23/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	2,689.64	2,689.64
				FUND TOTAL	2,689.64	2,689.64
171 TRANSP BEN FUND 171-130000 171-213000	2022 3	145	03/23/2022	TBF-DUE TO/FROM CLEARING TBF-A/P	10.00	10.00
				FUND TOTAL	10.00	10.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 3	145	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	253.00	253.00
				FUND TOTAL	253.00	253.00
401 WATER OPERATING FUND 401-130000 401-213000	2022 3	145	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	23,606.89	23,606.89
				FUND TOTAL	23,606.89	23,606.89
402 SEWER OPERATING FUND 402-130000 402-213000	2022 3	145	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	36,573.28	36,573.28
				FUND TOTAL	36,573.28	36,573.28
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 3	145	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,662.56	1,662.56
				FUND TOTAL	1,662.56	1,662.56
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 3	145	03/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,460.32	2,460.32
				FUND TOTAL	2,460.32	2,460.32
501 EQUIPMENT RENTAL & REVOLVING	2022 3	145	03/23/2022			

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CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
501-130000				ER&R-DUE TO/FROM CLEARING		54.55
501-213000				ER&R-ACCOUNTS PAYABLE	54.55	
				FUND TOTAL	54.55	54.55
622 EXPENDABLE TRUST FUND	2022 3	145	03/23/2022			
622-130000				DUE TO/FROM CLEARING		200.00
622-213000				ACCOUNTS PAYABLE	200.00	
				FUND TOTAL	200.00	200.00
631 CLEARING FUND	2022 3	145	03/23/2022			
631-130000				DUE TO/FROM CLEARING	451,515.55	
631-213000				ACCOUNTS PAYABLE	10,293.87	
635-111100				CASH		461,809.42
				FUND TOTAL	461,809.42	461,809.42
650 AGENCY FUND	2022 3	145	03/23/2022			
650-130000				DUE TO/FROM CLEARING		484.28
650-213000				ACCOUNTS PAYABLE	484.28	
				FUND TOTAL	484.28	484.28
901 CITY-WIDE REPORTING FUND	2022 3	145	03/23/2022			
901-130000				DUE TO/FROM CLEARING		682.43
901-213000				ACCOUNTS PAYABLE	682.43	
				FUND TOTAL	682.43	682.43

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		382,838.60
101 STREET FUND		2,689.64
171 TRANSP BEN FUND		10.00
301 CAPITAL CONSTRUCTION FUND		253.00
401 WATER OPERATING FUND		23,606.89
402 SEWER OPERATING FUND		36,573.28
403 STORM & SURFACE WATER FUND		1,662.56
407 BUILDING & DEVELOPMENT FUND		2,460.32
501 EQUIPMENT RENTAL & REVOLVING		54.55
622 EXPENDABLE TRUST FUND		200.00
631 CLEARING FUND	451,515.55	
650 AGENCY FUND		484.28
901 CITY-WIDE REPORTING FUND		682.43
	451,515.55	451,515.55
	TOTAL	

** END OF REPORT - Generated by Jacob Kines **

PAYROLL

PAYROLL CHECK RUN: 3 - 21 - 2022

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	3/11/2022	53591 - 53592	Misc check run (Direct Dep)	1,686.39
EFTPS	3/11/2022	N/A	Federal Tax Electronic Transfer	361.85
Normal	3/21/2022	53593 - 53722	Regular check run (Direct Dep)	369,498.11
Normal	3/21/2022	109812	Regular check run (Paper Checks)	2,484.59
Vendor	3/21/2022	109813-109820	Vendor check run (Paper Checks)	138,993.58
EFTPS	3/21/2022	N/A	Federal Tax Electronic Transfer	140,786.46
			TOTAL:	653,810.98

Prepared and Reviewed by:  Date 3-18-22
 Ruth Schroeder, Payroll Specialist

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

 Date 3/18/2022
 Kim Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME:

AGENDA ITEM: Approve City Council Meeting Minutes,

SUMMARY: Council will consider approval of meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve City Council meeting minutes.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[City Council Study Session Minutes, March 1, 2022.pdf](#)

[Special City Council Meeting Minutes, March 8, 2022.pdf](#)

[Regular City Council Meeting Minutes, March 8, 2022.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, MARCH 1, 2022

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Deputy Mayor Fantroy-Johnson called the meeting to order at 6:00 p.m. on the Zoom webinar platform.

City Clerk Brown took roll call. Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmembers Hytopoulos, Moriwaki, Quitslund, and Schneider were present. Councilmember Pollock was absent and excused.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Moriwaki moved and Mayor Deets seconded to approve the agenda as presented. The motion carried unanimously, 6-0. There were no conflicts of interest disclosed.

3) REGULAR BUSINESS

3.A Review 2044 Initial Growth Target Setting Process Overview - Planning

[Cover Page](#)

[Bainbridge Island Presentation - March 2022.pptx](#)

[Staff Memo for Council.pdf](#)

City Manager King introduced the agenda item. Sophie Glass from Kitsap Regional Coordinating Council joined the meeting and provided a presentation. Interim Planning Director Hofman provided additional information, and Council discussed the topic.

MOTION: I move to recommend that we utilize the following method to estimate 2044 population growth, for the purposes of ongoing countywide discussion at KRCC and Plan POL: Traditional Growth: Using this method, the 2044 Population Forecast is 29,349 persons, a 2020-2044 population growth of 4,524 additional persons.

Deets/Hytopoulos: The motion carried 6 – 0.

AYES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Brenda Fantroy-Johnson, Jon Quitslund, Clarence Moriwaki

NOES: None

ABSENT: Michael Pollock

ABSTAIN: None

4) COMMITTEE REPORTS

Councilmember Schneider reported on a Kitsap Transit Board meeting.

Mayor Deets reported on Kitsap Transit ridership trends, a Kitsap Regional Coordinating Council Executive Board meeting, a Kitsap 911 Board meeting, Wilderness First Responder re-certification, and comments he sent to the Washington Utilities and Transportation Commission on Puget Sound Energy's Clean Energy Implementation Plan.

Councilmember Hytopoulos reported on a meeting of the Kitsap Public Health District Board.

Councilmember Moriwaki reported on a North Town Woods Homeowners Association meeting, a Race Equity Advisory Committee meeting, and a memorial for Senator George Fleming.

Deputy Mayor Fantroy-Johnson reported on the Race Equity Advisory Committee march and showing of the film, Since I Been Down, and a Housing Kitsap meeting.

5) ADJOURNMENT

Deputy Mayor Fantroy-Johnson adjourned the meeting at 7:48 p.m.

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING
EXECUTIVE SESSION
TUESDAY, MARCH 8, 2022

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Mayor Deets called the meeting to order at 5:15 p.m. on the Zoom webinar platform.

Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmembers Hytopoulos, Moriwaki, Quitslund, and Schneider were present. Councilmember Pollock was absent.

2) EXECUTIVE SESSION

- 2.A (5:15 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency,**
Cover Page

Mayor Deets adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 5:17 p.m.

Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmembers Hytopoulos and Schneider returned from executive session at 6:04 p.m.

3) ADJOURNMENT

Mayor Deets adjourned the meeting at 6:06 p.m.

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 8, 2022

MEETING MINUTES

1) [CALL TO ORDER / ROLL CALL](#)

Mayor Deets called the meeting to order at 6:08 p.m. on the Zoom webinar platform and read the land acknowledgment.

Mayor Deets, Deputy Major Fantroy-Johnson, and Councilmembers Schneider, Hytopoulos, Pollock, Quitslund, and Moriwaki were present.

2) [APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE](#)

Councilmember Moriwaki moved and Councilmember Fantroy-Johnson seconded to approve the agenda as presented. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

3) [PRESENTATION\(S\)](#)

3.A [Approve Proclamation Recognizing the 80th Anniversary of the Japanese American Internment](#)

[Cover Page](#)

[Proclamation - 80th Anniversary of Japanese American Internment.docx](#)

Councilmember Moriwaki read the proclamation.

MOTION: I move to authorize the Mayor to sign the proclamation recognizing the 80th anniversary of the Japanese American internment.

Fantroy-Johnson/Moriwaki: The motion carried unanimously, 7-0.

Val Tollefson, President of the Japanese Exclusion Memorial Association, accepted the proclamation.

3.B [Receive Presentation on Kitsap Transit's BI Ride Program](#)

[Cover Page](#)

[2022_Feb-BI Ride Progress Report.pdf](#)

City Manager King introduced the agenda item. Sanjay Bhatt, Marketing and Public Information Director at Kitsap Transit, provided a presentation updating Council on the program and addressed Council's questions.

4) PUBLIC COMMENT

4.A Instructions and Guidelines for Providing Public Comment at Remote Meetings - City Clerk

[Cover Page](#)

[Instructions for Providing Public Comment at Remote Meetings.pdf](#)

Jim Halbrook spoke about the Harrison purchase and Planning Commission appointments.

Cindy Anderson asked for a civilian oversight committee for the Police Department.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda

[Cover Page](#)

MOTION: I move to approve the Consent Agenda as presented.

Moriwaki/Schneider: The motion carried unanimously, 7-0.

5.B Approve Accounts Payable and Payroll

[Cover Page](#)

[Council Report 3-5-22.pdf](#)

[AP Report to Council of Cash Disbursements 03-09-22.pdf](#)

5.C Approve City Council Meeting Minutes

[Cover Page](#)

[City Council Study Session Minutes, February 15, 2022.pdf](#)

[City Council Regular Business Meeting Minutes, February 22, 2022.pdf](#)

5.D Authorize the City Manager to Execute the Construction Contract with Sound Pacific Construction LLC for the Sportsman Club New Brooklyn Intersection Improvements Project Contract Award (\$1,114,625) and Authorize an Associated Budget Amendment (\$532,000) – Public Works

[Cover Page](#)

[Sportsman Club New Brooklyn Intersection Improvements PSA.docx](#)

[BID FORM_021822.docx](#)

[Vicinity Map.pdf](#)

[Sportsman_NB Rendering.pdf](#)

5.E Authorize City Manager to Execute a Professional Services Agreement with Financial Consulting Solutions Inc. (FCS Group), for a Water and Sewer Utility Rate Study (\$75,000 total, \$37,500 Water Fund, \$37,500 Sewer Fund) - Public Works

[Cover Page](#)

[Water_Wastewater Rate Study PSA_FCS.pdf](#)

5.F Authorize Advertisement for Bainbridge Island Senior Community Center Improvements - Public Works

[Cover Page](#)

[Bainbridge Island Senior Center Renovations Project - Capital Improvement Plan Sheet.pdf](#)

[BISCC Floor Plan.pdf](#)

- 5.G Authorize the City Manager to Enter Into a Professional Services Agreement with Herrera Environmental Consultants Related to the Stormwater System Plan (\$200,000) - Public Works, Engineering**
[Cover Page](#)
[Stormwater_System_Plan_PSA.docx](#)
[Stormwater System Plan PSA Attachment B_Scope_02212022.pdf](#)
[Stormwater System Plan PSA Attachment C Project Budget_02212022.pdf](#)
[Stormwater System Plan_Project Schedule_02212022.pdf](#)
- 5.H Authorize a Budget Amendment in the Amount of \$250,000 and Authorize Solicitation for Professional Services to Support Survey, Right-of-Way Acquisition and Design Work for the Eagle Harbor Drive Phase I Non-Motorized Project - Public Works**
[Cover Page](#)
[EH PH I Option 101921_SELECT SLIDES.pdf](#)
[C40 Eagle Harbor Drive Phase I.pdf](#)
- 5.I Authorize the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with Skillings Inc., Amending the Scope of Services, and Increasing the Contract Cost in the Amount of \$156,216 in Support of the Lower Lovell Sewer Beach Main Improvements Project (\$156,216, Sewer Fund) - Public Works**
[Cover Page](#)
[Staff Memorandum.pdf](#)
[Amendment No. 2 to Professional Services Agreement.docx](#)
[Amendment No. 2 Exhibit A - Scope and Est_022322.pdf](#)
[Background - Lower Lovell Ave Beach Mains PSA_Executed.pdf](#)
[Background - Lower Lovell Ave Beach Mains PSA Amendment No. 1.pdf](#)
- 5.J Authorize Amendment No. 2 to the Professional Services Agreement with RH2 Engineering for the Chlorine Generator Upgrades project. (\$15,967.83) - Public Works**
[Cover Page](#)
[Amendment No. 2 RH2 Engineering.docx](#)
[Background - Chlorine Generator Upgrade PSA.pdf](#)
[Background - Chlorine Generator Upgrade Amendment No. 1.pdf](#)
[Chlorine Generator Location Map.pdf](#)
- 5.K Authorize a Professional Services Agreement with HDR Engineering, Inc. for the Wastewater Beneficial Re-Use Analysis Project (\$95,699.00) **2022 Council High Priority Project** - Public Works**
[Cover Page](#)
[Professional Services Agreement - HDR.docx](#)
- 5.L Adopt Resolution No. 2022-12 on the Primary Care Crisis - Executive**
[Cover Page](#)
[Memo re Primary Care for CC 02222022](#)
[Resolution No. 2022-12 re Primary Care Crisis .docx](#)

5.M Directed Action for Kitsap Regional Coordinating Council Land Use Planning Policy Committee (PlanPOL) Liaisons

[Cover Page](#)

6) **COUNCIL ANNOUNCEMENTS**

Councilmember Moriwaki mentioned attending a Bainbridge Island School District's Multicultural Advisory Council meeting and the presentation of the Dr. Frank Kitamoto Award.

Councilmember Quitslund mentioned attending an information session on the Groundwater Management Plan and provided an update on the Puget Sound Regional Council Growth Management Policy Board.

Mayor Deets mentioned his office hours. He asked Council for input on the committee selection process. There was consensus to discuss the topic at the Council retreat. Mayor Deets provided an update on House Bill 1770 relating to the Washington State Energy Code.

7) **CITY MANAGER'S REPORT**

7.A City Manager's Report

[Cover Page](#)

[2023-24 Budget Process Staff Memo for CC 03082022.docx](#)

[2021 Communications Overview.pdf](#)

City Manager King provided a report on the 2023-24 budget process and 2021 communications.

8) **REGULAR BUSINESS**

8.A Approve Resolution No. 2022-11 Supporting the Protection of the Minidoka National Historic Site and the Bainbridge Island Japanese American Exclusion Memorial - Executive

[Cover Page](#)

[Resolution No. 2022-11 Supporting BIJAEMA and Minidoka.docx](#)

City Manager King introduced the agenda item. Councilmember Moriwaki read the resolution.

MOTION: I move to approve Resolution No. 2022-11 supporting the protection of the Minidoka National Historic Site and the Bainbridge Island Japanese American Exclusion Memorial.

Moriwaki/Schneider: The motion carried unanimously, 7-0.

8.B Confirm Recommended Appointments to the Planning Commission - Council

[Cover Page](#)

[Birtley - Planning Commission \(Redacted\).pdf](#)

[Breshock - Planning Commission \(Redacted\).pdf](#)

[Deines - Planning Commission \(Redacted\).pdf](#)

[Eisenberg - Planning Commission \(Redacted\).pdf](#)

[Harper - Planning Commission \(Redacted\) - Withdrew from consideration.pdf](#)

[Harrington - Planning Commission \(Redacted\).pdf](#)

[Macy - Planning Commission \(Redacted\).pdf](#)

[Neal - Planning Commission \(Redacted\).pdf](#)

[Nordin - Planning Commission \(Redacted\).pdf](#)

[Stanko - Planning Commission \(Redacted\).pdf](#)

[Tawresey - Planning Commission \(Redacted\).pdf](#)

City Manager King introduced the agenda item.

MOTION: I move to confirm the recommended appointment of Ariel Birtley to Position 1 of the Planning Commission to complete a term ending in June, 2023.

Quitslund/Moriwaki: The motion carried unanimously, 7-0.

MOTION: I move to confirm the recommended appointment of Benjamin Deines to Position 7 of the Planning Commission to complete a term ending in June, 2022.

Quitslund/Moriwaki: The motion carried unanimously, 7-0.

8.C Authorize a Professional Services Agreement with ECONorthwest for a Housing Action Plan (\$142,385), and Prepare a Related Budget Amendment (\$57,000) **2022 Council High Priority Project - Planning**

[Cover Page](#)

[Staff Memorandum - Housing Action Plan PSA.docx](#)

[Professional Services Agreement - Housing Action Plan EcoNorthwest.docx](#)

City Manager King introduced the agenda item. Interim Planning Director Hofman and Senior Planner Sutton provided additional information. Council discussed the item.

MOTION: I move to authorize the City Manager to execute a professional services agreement with ECONorthwest in substantially the form as included with this agenda item for a Housing Action Plan, and to prepare an associated budget amendment in the amount of \$57,000.

Fantroy-Johnson/Schneider: The motion carried unanimously, 7-0.

9) COMMUNICATIONS

9.A Consider Request from Councilmember Schneider to Place the Formation of a Joint Subcommittee with the City of Poulsbo on a Future Council Meeting - Councilmember Schneider

[Cover Page](#)

[Agenda Request from Councilmember Schneider.docx](#)

Mayor Deets introduced the agenda item. Councilmember Schneider provided additional information.

MOTION: I move to put this on a future agenda along the lines of Councilmember Schneider's memo and pitch and suggest that she work with the Mayor, Deputy Mayor and the City Manager to work on the form of it.

Pollock/Schneider: The motion carried unanimously, 7-0.

10) ADJOURNMENT

Mayor Deets adjourned the meeting at 7:59 p.m.

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute an Interlocal Agreement with Seattle Police Department regarding Continued Agency Participation in the Internet Crimes Against Children ("ICAC) Multi-Jurisdictional Task Force - Police,

SUMMARY: The Bainbridge Island Police Department is an affiliate agency of the Internet Crimes Against Children Task Force and wants to continue the relationship in order to expand available resources, increase training, and enhance the ability to successfully investigate Internet crimes against children.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to execute an Interlocal Agreement with Seattle Police Department for continued agency participation in the Internet Crimes Against Children Task Force.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The United States Department of Justice’s Office of Juvenile Justice and Delinquency Prevention (OJJDP) created the Internet Crimes Against Children (ICAC) Task Force Program, a national network of state and local law enforcement cybercrime units. The mission of ICAC is to assist state and local law enforcement agencies in developing an effective response to technology-facilitated child sexual exploitation and Internet crimes against children using a multi-jurisdictional, multi-agency, team approach. The Seattle Police Department has been designated by the OJJDP as the Lead Agency of the ICAC, and as the recipient of a Federal grant, the SPD assists state and local law enforcement agencies (Affiliate Agencies) by increasing their computer forensic capabilities, expanding available resources, and promoting appropriate training to ensure the successful investigation of Internet related crimes against children.

The Bainbridge Island Police Department originally entered into this task force agreement in January 2020. This renewal updates and replaces that agreement.

ATTACHMENTS:

[2022 ICAC Interagency Agreement.pdf](#)

FISCAL DETAILS: There is no cost involved for entering into this agreement. The requirement is that we assist ICAC with investigations as we are able.

Fund Name(s):

Coding:



INTERAGENCY AGREEMENT

BETWEEN

**THE WASHINGTON STATE INTERNET
CRIMES AGAINST CHILDREN TASK FORCE
ACTING THROUGH THE CITY
OF SEATTLE POLICE DEPARTMENT**

AND

BAINBRIDGE ISLAND POLICE DEPARTMENT

This Interagency Agreement is entered into by and between the Washington State Internet Crimes against Children Task Force (WA ICAC TF), acting through the City of Seattle Police Department and **BAINBRIDGE ISLAND POLICE DEPARTMENT** (Affiliate Agency) acting through its duly authorized representative.

WHEREAS, The United States **Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP)** have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

WHEREAS, the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the **OJJDP** as the "Lead Agency" which is the law enforcement agency that is awarded federal funding to serve as the "Lead" "Agency" for the corresponding Task Force.

WHEREAS, the SPD has been designated by the **OJJDP** as the "Lead Agency" to oversee the multi-jurisdictional **Washington State Internet Crimes Against Children Task Force (WA ICAC TF)** intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology; and

WHEREAS, the SPD is the recipient of a Federal grant through the **OJJDP** to assist in the investigation and prosecution of Internet crimes against children; and

WHEREAS, the SPD will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

WHEREAS, agencies that agree to work with the SPD as the “Lead Agency” shall be identified in the program as an “Affiliate” or “Affiliate Agency” will execute this signed agreement under the authorization of the proper authority of said agency following all of the terms, conditions and tenets contained herein.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains thirteen (13) Articles.

ARTICLE I TERM OF AGREEMENT

Affiliate Agencies may withdraw from this Interagency Agreement and new Affiliate Agencies may be added by executing an Interagency Agreement with the SPD in substantially the same form as this Interagency Agreement. The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days of written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency. Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program.

ARTICLE II OPERATIONAL STANDARDS

Affiliate Agencies agree to adhere to the *ICAC Task Force Program Operational and Investigative Standards*, attached to and made part of this Agreement, as Attachment A. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction and assist other jurisdictions to investigate these cases.

Affiliate Agencies agree to participate on the Washington Internet Crimes Against Children Task Force that is overseen by the SPD.

Affiliate Agencies agree to use only sworn law enforcement investigators to conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC Program training prior to initiating proactive investigations and shall submit reports of all undercover activity to the **SPD ICAC**.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider (ISP) and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews,

documented public sources, direct observations of suspicious behavior, public complaints, etc.

Affiliate Agencies agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file, reviewed and authorized by the ICAC Unit Commander, or equivalent, for that agency.

Affiliate Agencies agree to provide the SPD with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to locate its ICAC investigators in secured space, to be provided by the Affiliate Agency, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **each** Affiliate Agencies ICAC personnel, with restricted access to authorized personnel.

Affiliate Agencies agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the WA ICAC TF, its Affiliate Agencies or the national ICAC Program.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to an Affiliate Agency by the SPD. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the SPD.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and forwarded not less than monthly to the SPD ICAC Commander, Seattle Police Department, PO Box 34986, Seattle, WA 98124-4986, or in the ICAC Data System (www.icacdatasystem.com) for national statistical reporting purposes. Affiliate agencies are encouraged to forward all significant cases and/or press releases to SPD ICAC (spd_wa_icac@seattle.gov) for inclusion in reports to national ICAC program.

ARTICLE III SUPERVISION

Each Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to assist the WA ICAC TF. WA ICAC TF investigations are a cooperative effort and investigative decisions will be a joint process guided by the WA ICAC TF standards.

ARTICLE IV JURISDICTION

The principal sites of WA ICAC TF activities will be in the respective jurisdictional area of each Affiliate Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an Affiliate Agency's employee(s) as a member of the WA ICAC TF. Affiliate Agencies may on occasion be referred investigations that are outside of the physical boundaries of their respective municipalities due to specific needs, capabilities or expertise as identified by the WA ICAC TF Lead Agency. Affiliate Agencies agree to take these referrals and conduct appropriate investigations in conformance with the ICAC Operational Standards, investigative or operational training, and their agency policing policies.

ARTICLE V EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies.

ARTICLE VI INSURANCE AND LIABILITY

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage.

ARTICLE VII REPORTING STANDARDS

Using a process provided by the SPD, **each** Affiliate Agency shall submit monthly statistics to the SPD on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

In addition, a breakdown or summary of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency along with references to any local media reporting on the investigation. The SPD will be responsible for all required reporting to the **OJJDP**.

ARTICLE VIII TRAINING

Affiliate Agencies **shall** make every effort to make investigators designated as Task Force Members available for applicable specialized training provided through the national ICAC Program and other appropriate training programs. The SPD will review training requests and provide funding for ICAC-approved training when appropriate. This funding will

include, but is not limited to; WA ICAC TF hosted, or sponsored or facilitated training through the national ICAC Programs authorized vendors.

Affiliate Agencies seeking funding assistance will be required to submit requests at least thirty (30) days in advance in writing and to comply with the procedures set forth in a separate Interagency Agreement for funding requests. A sample of this Interagency Agreement is available upon request but in no way is tacit or expressed authorization of requested funding or financial assistance given in advance. Funding under the Interagency Agreement is limited to the available funds that are received by the SPD under the **OJJDP** Grant program for the national ICAC program.

ARTICLE IX CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence, and will only be shared with other Affiliate Agencies or other law enforcement agencies not participating in the WA ICAC TF where necessary or as otherwise permitted by federal and/or state law.

ARTICLE X COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Affiliate Agency shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the Affiliate Agency's performance of this Interagency Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE XI GOVERNING LAW AND VENUE

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. In case any one or more of the provisions contained in this Interagency Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Interagency Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Exclusive venue is in Seattle, King County, Washington.

ARTICLE XII EFFECTIVE DATE

This Interagency Agreement shall be effective on October 1, 2021 and continue for three (3) years. Upon expiration this Interagency Agreement shall be renewed until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties as delineated in ARTICLE I TERM OF AGREEMENT. This Interagency may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The additional or deletion of Affiliate Agencies to or from this Interagency Agreement shall not affect the Interagency Agreement with the remaining Affiliate Agencies.

This Interagency Agreement can be amended or replaced in the event of new requirements under the national ICAC Task Force Program or as designated by law or other proper lawful authority.

ARTICLE XIII AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

**WASHINGTON STATE
INTERNET CRIMES AGAINST CHILDREN
TASK FORCE**

INTERAGENCY AGREEMENT

EXECUTED BY

The **SEATTLE POLICE DEPARTMENT (SPD)**,
a department of the City of Seattle, hereinafter referred to as "SPD",
Department Authorization Representative:
Sgt. Brandon James, Commander of WA ICAC TF
PO Box 34986
Seattle WA 98124-4986

AND

The **BAINBRIDGE ISLAND POLICE DEPARTMENT**,
a department of the City of Bainbridge Island, hereinafter referred to as "BIPD",
Department Authorized Representative:
Joseph Clark, Chief of Police
625 Winslow Way E
Bainbridge Island, WA 98110

In Witness, Whereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF BAINBRIDGE ISLAND
(Bainbridge Island Police Department)

SEATTLE POLICE DEPARTMENT

Blair King, City Manager

Adrian Diaz, Interim Chief of Police

Date:

Date:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: Authorize the City Manager to Execute an Interlocal Agreement with Kitsap County for the Purchase of Public Safety Records Management Software from Executive Information Services (EIS) at a Cost to the City of Bainbridge Island of \$166,045 Paid Over a Five Year Period - Police,

SUMMARY: The City of Bainbridge Island wants to participate in the collaborative purchase of a new Public Safety Records Management System in conjunction with Kitsap County and other regional public safety partners. The new system, by Executive Information Services (EIS) will provide improved efficiency and functionality over the existing system.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to execute an Interlocal Agreement with Kitsap County for the Purchase of Public Safety Records Management Software from Executive Information Services at a cost to the City of \$166,045.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	166,045 Paid Over a 5-Year Period
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Interlocal Cooperation Act, chapter 39.34 RCW authorizes Washington public agencies to enter into cooperative agreements to jointly provide governmental services, activities, or other undertakings, which each are authorized to perform by law. Regional public safety partners have traditionally shared in the use and associated costs of Public Safety Records Management Software and related interfaces used by their respective law enforcement agencies as a multi-jurisdictional collaboration, combining resources to promote cost savings and share information.

The current system (I-Leads) used by Kitsap County and its partner agencies has been in place since 2003. The system will no longer be supported by the vendor and is considered to be end-of-life. The partners have agreed to replace the current system with a vendor chosen through the competitive process to license, implement, maintain, and support multi-agency Public Safety Records Management and Jail Records Management and related interfaces for the benefit of the agencies. The selected system provides improved

functionality and maintains compliance with security requirements for managing Criminal Justice Information. Each party to the agreement will share proportionate financial obligations.

ATTACHMENTS:

[KC-529-21 ILA Records Management System.pdf](#)

[KC-529-21 ILA Records Management System Exhibit A.pdf](#)

[KC-529-21 ILA Total Cost of Ownership Attachment B.pdf](#)

FISCAL DETAILS: Kitsap County will serve as the fiscal agent for the parties and collect the Allocated Proportion due from each party as identified in the EIS Contract, Exhibit A. The Allocated Proportion due from Bainbridge Island (based on number of users) is 9 percent which will be invoiced annually. The final cost to The City of Bainbridge Island is \$166,045 to be paid over a five year period as follows: Year 1 = \$70,655, Year 2 = \$48,927, Year 3 = \$14,995, Year 4 = \$15,350, Year 5 = \$16,118. Funding for this project has been budgeted and approved.

Fund Name(s): General Fund

Coding:

KC-529-21
INTERLOCAL AGREEMENT FOR
PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE

THIS INTERLOCAL AGREEMENT FOR PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE (“Agreement”) is entered this _____ day of 2022 (“Effective Date”) by and between Kitsap County, a political subdivision of Washington state (“County”) and the City of Bainbridge Island, the City of Bremerton, the City of Port Orchard, the City of Poulsbo, all Washington state municipal corporations, and the Suquamish Tribe, a federally recognized tribe in Washington state whose duly authorized governing body is the Suquamish Tribal Council (collectively “Agency Partners”). The County, cities, and tribe will be collectively referred to as the “parties” and individually as a “party”.

RECITALS

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW authorizes Washington public agencies as defined by RCW 39.34.020, to enter into cooperative agreements to jointly provide governmental services, activities, or other undertakings, which each are authorized to perform by law,

WHEREAS, the County and the Agency Partners have traditionally shared in the use and associated costs of Public Safety Records Management Software and related interfaces used by their respective law enforcement agencies as a multi-jurisdictional collaboration, combining resources to promote cost savings and share information,

WHEREAS, the County and the Agency Partners have been working collaboratively to evaluate and review available options to replace the current Public Safety Records Management Software and Jail Records Management Software to improve system functionality and meet the collective needs of the parties,

WHEREAS, the County issued a Request for Proposal KC 2019-147 for Public Safety and Jail Records Management Software (“RMS”) and intends to execute a contract with Executive Information Services, Inc (“EIS”), the successful vendor chosen through the competitive process, to license, implement, maintain, and support multi-Agency Public Safety Records Management Software and Jail Records Management Software and related interfaces for the benefit of the County and Agency Partners, and

WHEREAS, the parties desire to execute this Agreement to address their respective proportionate financial obligations and other responsibilities related to the RMS.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and obligations, the parties agree as follows:

SECTION 1. DEFINITIONS

- 1.1 The following definitions will apply for all purposes, unless otherwise provided herein.
1. “Access” means the authority granted by the System Administrator to a party for its respective Authorized Users to review or receive information from the RMS by way of any type of interface (e.g., graphical user interface or browser user interface). Access will be provided to any employee of a party at the designated permission levels authorized by that party for Access to the Software by way of any type of interface.
 2. “ACCESS” means a Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications linkage to law enforcement and other criminal justice agencies and a means for a party to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Washington Crime Information Center and Washington State Identification Section. ACCESS provides for national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS provides responses from

the Canadian Police Information Centre, Interpol, and other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by FBI standards, and as audited by WSP and the FBI.

3. "Agency Administrator" means one or more specially trained Authorized Users assigned by the Chief Law Enforcement Officer of each party to perform RMS administrative functions on behalf of that party, such as adding and removing Users from the RMS, establishing User IDs, setting up Users with Authorized Uses, and the like. The Agency Administrator may or may not be the Agency Lead.
4. "Agency Lead" means the person and their designee assigned by the Chief Law Enforcement Officer of each party to participate as a member of the User Board on behalf of the assigning party.
5. "Agency Partners" means the City of Bremerton, the City of Bainbridge Island, the City of Port Orchard, the City of Poulsbo, and the Suquamish Tribe, on behalf of their respective law enforcement agencies.
6. "Allocated Proportion" means the percentage of the total amount due from each party for its proportionate financial share of all costs associate with the RMS for the life of the RMS, which include, without limitation, RMS Costs, EIS Fees, County Support Services Fees, and other fees and costs related to the RMS.
7. "Authorized Use" means the functions and capabilities a User is assigned and able to perform based on the User identifications and passwords set by the Agency Administrator and in compliance with WSP ACCESS and CJIS Security Policies.
8. "Authorized User" means any User who has passed the RMS authentication process and is authorized by a party to use the RMS functions and components based on the permissions established by that User's credentials (e.g., User identification and password) and in compliance with the restrictions for the Authorized Use.
9. "Network Connectivity" means the capacity of the County network used to transmit data to and from a party for access to and use of the RMS by the Agency Partner as identified by the County IS.
10. "Change Management Process" means the process adopted by the User Board for requesting, reviewing, and approving any requested change to the RMS and allocating payment.
11. "Chief Law Enforcement Officer" means the Kitsap County Sheriff and the Chiefs of Police for each law enforcement agency of each Agency Partner.
12. "Confidential Information" means the Software and any information disclosed that related to the Software under this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (i) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (ii) known by the receiving party to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party's employees or independent contractors who have not had access to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.
13. "County IS" means the Kitsap County Information Services Department.

14. "County IS Director" means the Director of the Kitsap County Information Services Department.
15. "County Support Services" means the County IS technology and administrative maintenance and support services, use of the server, network connectivity, unplanned expenses, and administrative processing services provided by the County to the Agency Partners, subject to the County's receipt of payment of all monies when due under this Agreement.
16. "County Support Services Fees" means the true and full value of the County Support Services for the RMS and assessed to the parties in accordance with their respective Allocated Proportion and identified in this Agreement. RCW 43.09.210.
17. "Criminal History Record Information" means information collected by criminal justice agencies which are stored and available through the RMS such as identifiable descriptions, notations of arrests, detentions, indictments, information, or other formal criminal charges, and dispositions arising therefrom (e.g., sentencing, correctional supervision, release, and the like).
18. "CJI" means the criminal justice information collected by criminal justice agencies for their legally authorized use in performance of their duties, including Criminal History Record Information and Intelligence and Investigative Information. It does not include a party's personnel or administrative records.
19. "CJIS Security Policies" means the CJI Services Security Policies or published standards of the FBI, in effect during the term of this Agreement, related to the exchange of CJI information and intended to protect the full lifecycle of CJI, whether at rest or in transit, relating to the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. The requirements of CJIS Security Policies apply to every individual with access to CJI including, without limitation, contractors, private entities, noncriminal justice agency representatives, or members of a criminal justice entity.
20. "Documentation" means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software, regardless of the media on which it is provided, that have been provided by and/or generated by or on behalf of EIS or the County for the Agency Partners which may be amended from time to time.
21. "EIS" means Executive Information Services, Inc., the Software vendor that has executed the Public Safety Records and Jail Records Management Software Contract KC-528-21 with the County.
22. "EIS Contract" means the Public Safety Records and Jail Records Management Software Contract KC-528-21 executed by the County and EIS, and all associated attachments, schedules, exhibits, and the like, identified as Exhibit A and all subsequent amendments thereto, which are incorporated in full by this reference.
23. "EIS Fees" means all fees charged by EIS for licensing, EIS Support Services, and other services, modules and the like charged or collected by EIS related to RMS during the term of this Agreement.
24. "EIS Support Services" means the Software maintenance and support services identified in the EIS Contract.
25. "Equipment" means any machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation, and acceptable completion of the RMS project.
26. "Intelligence and Investigative Information" means information of record collected by or

prepared by or at the direction of a criminal justice agency or kept in the custody of a criminal justice agency for criminal investigation purposes.

27. "Interface" means a point of interaction between RMS components or the device or code which enables such interaction, applicable to both Equipment and Software.
28. "JMS" means the Jail Records Management Software provided by EIS for use by the Kitsap County Sheriff's Office Jail. The County, as the sole user of the JMS, is financially responsible for the JMS direct costs and maintenance.
29. "KCSO" means the Kitsap County Sheriff's Office.
30. "Law" means all applicable federal, state, and local laws including without limitation data privacy, security, and protection laws, labor standards, ordinances, orders, decrees, policies, procedures, and regulations of any public authority having jurisdiction.
31. "Lead Agency" means the Kitsap County Sheriff's Office.
32. "LEDS" means Law Enforcement Data Systems, a database created for law enforcement records such as warrants, protection orders, stolen property, criminal histories, and other vital investigative files.
33. "Material Breach" means any breach of this Agreement that causes or may cause substantial harm to a non-breaching party or EIS, or one that substantially deprives a non-breaching party of the benefit it reasonably expected under this Agreement.
34. "MCT" means a commercial grade mobile computer terminal operated in a law enforcement vehicle, or otherwise not connected via a local or wide area network, capable of Accessing the RMS servers via a network connection compliant with CJIS Security Policies.
35. "PC" means commercial grade desktop or laptop computers capable of Accessing the RMS servers via a connection compliant with CJIS Security Policies.
36. "RMS" means the Public Safety Records Management Software and associated interfaces acquired for use by the County and the Agency Partners.
37. "RMS Costs" means any additional software, equipment, expenses, change requests, upgrades, updates, and other associated costs and fees for the RMS for the life of the RMS.
38. "RMS Lead" means the individual assigned by KCSO to function as the law enforcement liaison between the Agency Partners and EIS.
39. "Software" means the Software products listed in Schedule "A" of the EIS Contract, Sales, Service and License Agreement in object format and includes any Updates and Upgrades (as defined in the EIS SSLA) that have been provided to the County as provided in the EIS Contract.
40. "System Administrator" means the individual designated by the County IS Director to manage and assist in the daily operation of the RMS and JMS.
41. "TAC" means the individual and their designee selected by each party who is qualified to function as their respective terminal agency coordinator to serve as the point of contact for matters relating to access to CJI. The TAC administers internal CJI system programs and oversees the party's compliance with CJIS Security Polices.
42. "Use" means the Access assigned to a party's Users and their designated permission levels for Access to the RMS and/or JMS, and designated authority to enter and/or receive data and information from the same.
43. "User" means any person employed by or working on behalf of a party, including any person or entity authorized to provide services requiring Use of the RMS. All Users will be bound by confidentiality requirements at least as protective as required by this Agreement.

44. "User Board" means the board created under this Agreement to serve as an advisory group to make recommendations to the County and the Agency Partners regarding the RMS as identified in the Agreement. The User board may make decisions regarding the RMS which do not involve allocation of financial resources.

SECTION 2. PURPOSE, ORGANIZATION, ADMINISTRATOR, PROPERTY

- 2.1 Purpose. The purpose of this Agreement is to provide for the joint and cooperative undertaking of the County and the Agency Partners to engage in cooperative planning and coordination of an interoperable records management system, to decrease individual operating costs, provide for data sharing, identify the authority and responsibilities of each party, and define and allocate true and full proportionate costs and responsibilities as contemplated in RCW 39.34.030 and RCW 43.09.210.
- 2.2 Organization. No separate legal or administrative entity is created by this Agreement nor do the parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
- 2.3 Administrator. The Lead Agency will administrator of the RMS and JMS in coordination and cooperation with the Agency Partners subject to the provisions of RCW 36.32.120 and RCW 43.09.210. By functioning in this capacity, the County is not assuming responsibility or liability for the actions or failures to act by its Agency Partners and their respective employees, representatives or agents nor will this be considered an allocation of liability to the KCSO under RCW 10.93.040.
- 2.4 Property. The parties do not anticipate the acquisition of property for the performance of this Agreement, other than the EIS license which is subject to the terms and conditions of the EIS Contract. Any property acquired by a party for purposes of this Agreement will be returned to the acquiring party, unless otherwise agreed in writing.

SECTION 3. TERM, RENEWAL, FILING

- 3.1 Term/Effective Date. This Agreement will commence on the Effective Date and remain in effect for five (5) years, until midnight on the end date, ("Initial Term"), unless terminated or extended pursuant to Section 3.2. Should fewer than all named Agency Partners execute this Agreement, the Agreement when filed as provided herein will be effective as between the County and the Agency Partner(s) that have executed the Agreement to the same extent as if no other Agency Partners had been named.
- 3.2 Renewal. This Agreement may be renewed for additional consecutive five (5) year terms, subject to the appropriation of funds by each party to this Agreement. All renewals must be in writing and will be subject to all terms and conditions and financial obligations set forth herein, unless otherwise agreed in writing by the parties. Should a new agreement not be reached by the expiration date the terms of this Agreement shall remain effective until such time as a new Agreement is entered or terminated.
- 3.3 Filing. Prior to entry into force, this Agreement will be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source in compliance with RCW 39.34.040.

SECTION 4. TERMINATION

- 4.1 The Agreement may not be terminated during the initial term unless agreed to by all parties to the Agreement. Any party may terminate their participation in this Agreement, after the Initial Term, for any reason, upon 180-days prior written notice to the other parties as provided in Section 18. Notice may be given 180-days in advance of the expiration of the initial term. If the Agreement is terminated, the monies paid by the terminating party for that year will not be refunded. The termination of a party will not automatically result in dissolution of this Agreement as to the remaining parties.

- 4.2 The terminating party will have 180-days from the notice of termination to work collaboratively with the System Administrator to obtain a copy of its data. All costs associated with copying of data will be the responsibility of the terminating party.
- 4.3 The terminating party will remain liable for all financial obligations incurred up to and including the date of termination. Upon termination, the terminating party will immediately pay the County all monies due under this Agreement and for all work performed by EIS and the County prior to the effective date of termination.
- 4.4 A terminated party assumes no responsibility for the acts or omissions occurring after the termination effective date but will remain liable for acts or omissions occurring prior to the termination effective date.

SECTION 5. USER BOARD, LEADS, VOTING, RESPONSIBILITIES

- 5.1 Creation and Purpose. A User Board is created to serve as an advisory group to make recommendations to the parties regarding RMS related issues including, without limitation, the purchase, implementation, planning, funding, operations, maintenance, upgrades, change requests, transition planning, training, equipment, uniform data entry, federal and state compliance reporting, data integrity, operational efficiencies, backups and redundancy, security issues, and the like. The User board may make administrative decisions regarding the RMS which do not involve allocation of financial resources.
- 5.2 User Board Composition. The User Board will have eight (8) members (Leads) consisting of one member from each Agency Partner and two members from the County (one member on behalf of KCSO and one member on behalf of the KCSO Jail). The System Administrator will be an ex-officio non-voting member of the User Board.
- 5.3 Leads. Leads are User Board members. The Chief Law Enforcement Officer for each party is responsible for the selection of its Lead and their designee. Each serve at the pleasure of the appointing party and must remain employed by the appointing party while serving as a member of the User Board. Unless removed by the appointing party, there is no limit on the number of terms a person may serve as a User Board member. Each User Board member and their designees will remain for all purposes employees of the appointing party. Each appointing party will be responsible for the conduct of their respective User Board members and designees and will handle all complaints, investigations, and disciplinary actions.
- 5.4 Meetings, Minutes, Chair. The User Board will meet two times per year or more often as deemed appropriate by the Chair of the User Board or as requested by any party, with appropriate notice provided to the parties by personal service or email. The User Board secretary will keep minutes of each meeting and will cause a copy of the minutes to be forwarded to the Chair of the User Board and User Board members. The RMS Lead will function as the Chair of the User Board.
- 5.5 Voting, Quorum. A majority of the then appointed User Board members will constitute a quorum for the transaction of business. Unless otherwise required by this Agreement, the affirmative vote of a quorum present at the time of the vote will be the act of the User Board. Each party will have one vote. Only in the event of a tie, will the County have two votes (one vote on behalf of KCSO and one vote on behalf of the KCSO Jail).
- 5.6 Proxy. A User Board member may grant by proxy its voting rights to another User Board member. All such grants must be in writing, limited in duration, and meeting specific. A proxy is automatically revoked if the User Board member granting the proxy appears at the meeting for which the proxy was granted.
- 5.7 Electronic Participation, Compensation. User Board members may participate in meetings by telephone call, video conferencing, or similar communication equipment by which all board members can hear each other at the same time. Such participation will constitute presence in person for purpose of a quorum and voting. All parties will participate in the User Board meetings at their own cost, time, and expense.

5.8 User Board Responsibilities. The User Board will do the following:

1. review and recommend changes for the strategic plan, objectives, and work plans necessary to maintain the viability and efficiency of the RMS.
2. work cooperatively to identify, develop, and establish a coordinated long-term plan for capital improvements and operational funding of the RMS.
3. facilitate decision making.
4. establish and comply with a Change Management Process.
5. establish and comply with guidelines and standard operating procedures for the operation, maintenance, and business continuity of the RMS.
6. comply with the technical standards for the operation and business continuity of the RMS developed by the System Administrator.
7. establish and comply with RMS operational and maintenance procedures for County-owned assets to resolve operational interface issues with each Agency Partner's local assets.
8. work cooperatively in the initial implementation and deployment of the RMS as well as future upgrades, updates, extensions, and enhancements.
9. establish subcommittees as necessary to ensure the interests of each party is represented and to ensure operational, technical, and financial issues are thoroughly researched. Each subcommittee will have at least one User Board member and such other persons the User Board deems appropriate.

SECTION 6. KITSAP COUNTY RESPONSIBILITIES

6.1 The County IS will provide the Agency Partners with the following County Support Services subject to receipt of all monies due and available resources:

1. enable Agency Partners to Access the RMS via Equipment, including PCs, MCTs, and other handheld devices for Authorized Use by Authorized Users.
2. maintain and administer user authentication system processes and governance in compliance with the County IS User Management policy.
3. provide appropriate Access in procedural, technological, and infrastructure design and maintenance consistent with the requirements of CJIS Security Policies.
4. provide appropriate Access in procedural, technological, and infrastructure design and maintenance consistent with the requirements of ACCESS.
5. make available to the Agency Partners procedures, instructions, and other documents regarding available methods and minimum requirements for network connections for Access via the County's network demarcation points.
6. Provide agency specific custom report programming services and module implementation, at an additional charge.
7. maintain and administer County-owned Equipment and network infrastructure according to County IS technology policies and procedures, to include:
 - A. maintain and update physical and virtual servers and storage devices hosted within the County's environment, operating Software and system updates and security patches, and anti-virus, spam, and malware protection.
 - B. provide planned replacement of servers at the end of service life.
 - C. manage, monitor, and service the SQL databases.

- D. manage and maintain routine backup of servers and databases. In the unlikely event of a major system failure that requires a system reload, the data will be restored from the most recent daily backup.
 - E. management and monitor disk space.
 - F. manage and maintain the network infrastructure within the County's domain, including the provision of NetMotion access for MCTs and other mobile devices.
 - G. implement application Software upgrades and patches.
 - H. work collaboratively with EIS, to supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.
 - I. other tasks and responsibilities deemed appropriated by County IS.
- 6.2 The County agrees to use commercially reasonable efforts, within its reasonable control, to provide the Agency Partners with uninterrupted access to the RMS at a level of performance acceptable in common business computer applications.
- 6.3 The parties understand there will be occasions when the RMS will not be available for reasons such as hardware and Software maintenance, internet outages, and the like. The County will provide 48 hours advance written notice by email to the Agency Administrators and Agency Leads when conducting planned maintenance and/or administrative activities that will result in a known system outage.
- 6.4 The System Administrator is to: (i) provide updates on an as needed basis to the affected Agency Administrators regarding hardware or network downtime during the week, including root cause, duration, magnitude and resolution, or observations that, left unaddressed, may lead to future outages and/or disruptions, if known; (ii) schedule outages and planned maintenance; and (iii) function as a liaison with EIS for updates, upgrades, additional modules, and maintenance provided by EIS
- 6.5 County IS will monitor, audit, and trouble-shoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including, without limitation, LinX Northwest.
- 6.6 County IS will control and maintain the global tables in the RMS unless an Agency Partner expressly agrees in writing to share responsibility over this functionality.
- 6.7 County IS will assist EIS in coordinating the training of Agency Administrators to perform limited administrative functions such as adding and removing Users, establishing User IDs and passwords, setting up User's Authorized Uses, and resetting passwords.
- 6.8 Notwithstanding the foregoing, THE COUNTY MAKES NO WARRANTIES REGARDING THE SOFTWARE, INTERFACES, EIS AND COUNTY IS SUPPORT SERVICES, DOCUMENTATION, AND OTHER MATERIALS AND SERVICES PROVIDED BY EIS OR THE COUNTY. ALL OF WHICH ARE PROVIDED "AS IS" WITH NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICES OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DURABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE COUNTY IS NOT RESPONSIBLE FOR ANY IMPACT IN FUNCTIONALITY OR PERFORMANCE TO ANY SOFTWARE OR INTERFACE RUNNING ON AN AGENCY PARTNER'S END-USER WORKSTATIONS ARISING FROM OR RELATED TO THE INSTALLATION OF THE SOFTWARE, INTERFACES, OR CONNECTION TO THE COUNTY'S NETWORK.

SECTION 7. ACCESS, USE, RESPONSIBILITIES

- 7.1 Access. Agency Partners are provided Access and Use of the RMS, subject to the terms and conditions of this Agreement and the EIS Contract. Agency Partners agree to comply with all applicable terms and conditions of this Agreement and EIS Contract in consideration for such Access and Use, violation of the same may be considered a material breach of this Agreement.
- 7.2 RMS Authorized Use. The parties agree that their Users will only Access or Use the RMS for Authorized Uses. Permission to Access the RMS or information available in or through the RMS other than as authorized in this Agreement must be obtained in writing from the RMS Lead prior to any such use.
- 7.3 Modification of RMS. The parties agree that its Users will not modify through computer programming, or other techniques, the functions, capabilities, or operations of the RMS without prior written authorization from the System Administrator. Further, the parties will not allow or authorize, directly or indirectly, any person or entity to:
1. decompile, disassemble, or otherwise reverse engineer any of the Software or use any similar means to discover the source code or trade secrets contained therein.
 2. modify, translate, or create derivate works of the Software or Documentation or merge all or any part of the Software with another program, give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party;
 3. take any actions that would cause the Software to become subject to any opensource license or quasi-opensource license agreement;
 4. use the Software in any manner for purposes of: (i) developing, using, or providing a competing software product or service; (ii) copying any ideas, features, functionality, or graphics of the Software; or
 5. export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.
- 7.4 Agency Administrators
1. The Chief Law Enforcement Officer of each party will designate at least one Agency Administrator to be responsible for creating User identifications and establishing Authorized Uses of the RMS for its Users in compliance with this Agreement.
 2. The Agency Administrator may request assistance from the System Administrator only after first attempting to solve the RMS issue(s) as much as possible using its own staff and resources. Only if the Agency Administrator is unable to resolve the issue with the RMS, should the System Administrator be contacted for assistance.
 3. The Agency Administrator, after receipt of training, will be provided the ability to create and maintain custom reports. All such activities shall comply with User Board report writing policies and procedures.
- 7.5 Equipment. Each party is responsible for providing, installing, and configuring, in a manner that complies with the minimum requirements of the RMS, their own Equipment, which includes without limitation their PCs, MCTs, printers, scanners, image capture devices, and other peripherals required or necessary for their Users to Access and Use the RMS.
- 7.6 Network. Each party is responsible for having: (i) secure network access that meets the requirements of CJIS Security Policies and enables the Equipment to reach the County's network demarcation points; (ii) network connectivity from their primary site to their partition at the other site; and (iii) space, power, and an appropriate operating environment at their primary site to accommodate networking equipment such as switches or security devices for the other Agency Partners.

- 7.7 LInX Northwest. Each party authorizes the release of its public records category data contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users. The County IS will coordinate such release and access.
- 7.8 Software Ownership. Each party acknowledges that the County does not have ownership of the Software and therefore the County does not control EIS changes, updates, upgrades, interruptions, or other Software issues not under the County's reasonable control.

SECTION 8. GENERAL RESPONSIBILITIES

- 8.1 Strategic Plan, Equipment Replacement and Upgrade Fund. Each party agrees to work cooperatively to develop and implement a strategic plan for the RMS which includes establishing an equipment replacement and upgrade fund to accommodate planned upgrades, maintenance, and future replacement of the RMS, data storage, and other items identified by the User Board for inclusion.
- 8.2 Other Funding Sources. Each party agrees to work cooperatively to identify and apply for grants and other funding sources which may be beneficial to the parties under this Agreement.
- 8.3 RMS Changes and/or Modifications. Each party agrees that requests for any change or modification which to the RMS or related interfaces must comply with the Change Management Process established and approved by the User Board.
- 8.4 Cooperation and Coordination. Each party agrees to work cooperatively and in good faith to coordinate all actions required to smoothly transition from the current records management software to the new RMS and facilitate subsequent Software updates and upgrades, to ensure minimal disruption in functionality and services.
- 8.5 Further Assurances. Each party agrees to take all further action reasonably necessary or appropriate to obtain the necessary funding approvals and carry out the intent of this Agreement.
- 8.6 EvidenceOnQ. Each party agrees to establish and maintain its own FileOnQ. EIS will Interface with each party separately for the configuration. It is the responsibility of each party to coordinate this process with EIS. County IS will not participate in or be responsible for this process.

SECTION 9. SECURITY, USER AUDIT, BREACH

- 9.1 Security Issues. Each party will promptly report to the System Administrator any Software security-related incidents, Software breach, or other incident relating to Software integrity, such as a computer virus, that may or could affect the RMS. The County reserves the right to suspend services in the event of a security breach. Failure to comply with the security and Access specifications contained in the Agreement may, as necessary to protect the data of the parties, result in the partial or full suspension of a party's Access or its Users' Access to the RMS until such failures are corrected.
- 9.2 Physical Security. Each party is responsible for maintaining the physical security of all Equipment and devices authorized to Access the RMS, as well as any printout or RMS Documentation that may permit unauthorized Access to or Use of the RMS.
- 9.3 On-line Security. Each party is responsible for issuing individual RMS User identification to its respective Users, which will not be shared. Each party agrees that its Users will be required to enter RMS User identifications before gaining Access to the RMS, including functions and data
- 9.4 CJIS Security Policies
1. Each party will comply with all CJIS Security Policy requirements in effect during the term of this Agreement which include those pertaining to the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. Requirements include, without limitation, verifying identification, performing a state of residency and national

fingerprint-based record check within 30-days of assignment for all personnel who have direct access to CJI through the Software for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI through the Software. Each party will deny or terminate Access to any prospective or current User found to be in violation of the current CJIS Security Policies.

2. Each party will designate a TAC responsible for ensuring its Equipment, network access points, and Users with Access to the RMS comply with current CJIS and ACCESS Security Policies. The breaching party is responsible for timely curing any problems and violations, including those identified in a WSP or FBI audit.
- 9.5 Deactivate Users. Each party agrees to immediately deactivate Authorized Users no longer requiring Access to the RMS or that breach (or is suspected of having breached) any security requirement of the County IS User Management policy or User Board.
- 9.6 User Audit. Each Agency Partner agrees to annually provide the System Administrator with a full and complete list of its Authorized Users. The System Administrator will perform an annual audit of all Authorized Users.
- 9.7 Breach Notification. In the event of a security breach, the parties responsible for such breach will comply, at their sole expense, with all applicable requirements identified in RCW 42.56.590 or RCW 19.255.010, or other applicable law, rule, or regulation. If the breach is not attributable or attributable to all parties, the parties will work collaboratively to meet all legal requirements with the costs of compliance shared by all parties according to their respective Allocated Proportions.

SECTION 10. CONFIDENTIALITY, DATA, PUBLIC RECORDS

- 10.1 Confidentiality. The parties will treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard, or observed; or to which a party has or had access. Confidential Information will be used exclusively for the benefit of the parties and in furtherance of the intent of this Agreement. Except as may be expressly authorized in writing by the parties, in no event will a party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The parties will (i) limit disclosure of Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (ii) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (iii) upon request, immediately return to EIS or the party that provided the information, all Confidential Information in whatever form, in the party's possession, custody, or control. The parties acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to one or more of parties to this Agreement and/or EIS.
- 10.2 Data Ownership, Responsibilities. Each party retains sole ownership and sole responsibility for the information it contributes to the RMS including, without limitation, the accuracy of the information. The RMS clearly creates a separate database for each party's data, segregating its data from the other parties on the RMS. Certain data will be considered "shared data records" that will not be restricted from viewing by another party, such as the data in the Names, Locations, Property, and Employee's data sets. The parties understand and agree that the information entered in the RMS remains the sole property of the party entering the data, except for the shared data. All shared data may be disclosed by a party pursuant to state and federal law.
- 10.3 Limitation on Dissemination. All dissemination by a party of CJI which is available in or through the RMS will comply with CJIS policies and procedures and applicable laws.
- 10.4 Data Conversion. Each party consents to the sharing and release of its owned data for the purpose of RMS implementation, data conversion, and as necessary for the implementation and maintenance of the Interfaces.

- 10.5 Removal or Expungement of Records. As part of the design of data updates, each party will define the period in which a record deletion, removal, expungement, or other edit is transferred to the repository from the source system. If a party requires that one or more of its records be edited, removed, or otherwise changed in a timely manner, that party is responsible for arranging for this change to be manually processed by its Agency Administrator.
- 10.6 Information Control and Responsibility. Additions, modifications, and deletions of information or data stored in the RMS will be restricted to being performed by the party owning the information or data. Changes may be made by the County at the request of the party owning the data. All such changes will be restricted to specifically authorized Users and devices in accordance with CJIS Security Policies and consistent with each party's scope of responsibility in providing Access.
- 10.7 Public Records Requests
1. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, chapter 42.56 RCW ("Act"), each party agrees to maintain those records constituting public records. Each party agrees that for proper dissemination all public records requests will be processed by the party owning the data requested.
 2. If a party receives a request under the Act to inspect or copy Confidential Information, that party will provide notice to EIS, of the request and the date that such Confidential Information will be released unless EIS obtains a court order to enjoin disclosure.
- 10.8 Records Retention. Each party agrees to maintain the records relating to the performance of this Agreement by that party as required by law. Such records will be available for review by the other parties upon reasonable request. The parties agree that they will make best efforts to achieve a resolution of potential confidentiality issues to enable disclosure of sufficient information to conduct an appropriate records review.

SECTION 11. LICENSE, FINANCIAL RESPONSIBILITIES

- 11.1 License. The County will execute a contract in its own name with EIS to purchase the RMS as identified in the EIS Contract for Use by the parties, in accordance with the laws and regulations governing such purchases by the Kitsap County. Each party will be granted a full site license for the RMS in exchange for the County's receipt of payment of all fees identified herein.
- 11.2 Financial Responsibilities. The County will serve as the fiscal agent for the parties and collect the Allocated Proportion due from each party. Each party agrees to timely pay the County their respective Allocated Proportion of all monies due under this Agreement, which includes EIS Fees, County Support Services Fees, and RMS Costs. Each party agrees to pay its Allocated Proportion of the EIS Fees in the amounts, and intervals, identified in the EIS Contract, Exhibit A.
- 11.3 Allocated Proportion. The Allocated Proportion due from each party is based on its number users.
- Kitsap County: 47 percent
 - Bremerton: 22 percent
 - Bainbridge Island: 9 percent
 - Port Orchard: 9 percent
 - Poulsbo: 8 percent
 - Suquamish: 5 percent
- 11.4 Annual Invoice. After final acceptance of the Software, the County will invoice the Agency Partners annually for the EIS Fees, County Support Services Fees, and RMS Costs due under this Agreement. Each invoice will identify the fees for each item. Each Agency will pay its respective invoice as provided herein.

- 11.5 Invoice Due Date. Each Agency Partner agrees to pay the County invoice within 30-days of the invoice date. Failure to pay the invoice when due may result in the suspension of that Agency Partner's access to the RMS. Prior to suspension, the County will provide the Agency Partner written notice of the pending suspension and 30-days to cure.
- 11.6 Separate Module Purchases - Change Requests and costs. All cost and fees associated with any future additional module(s), software, or change requested by a party that is not available for use or will not be used by all parties will be paid in full by the party (or parties) that will be using the module(s), software, or change, as identified in the Change Management Process.
- 11.7 Unplanned Expenses. The Agency Partners will be notified should an unplanned event occur which requires funding for additional resources, such as a malicious viral network attack regarding emergency support resources.

SECTION 12. ADDING AND REMOVING AGENCY PARTNERS

- 12.1 Adding Agency Partners. A unanimous vote of the Chief Law Enforcement Officers is required prior to the addition of any new agency to this Agreement. All new agency partners approved by unanimous vote of the Chief Law Enforcement Officers will be bound by the terms and condition of this Agreement, with the Allocated Proportion due from each party reapportioned accordingly.
- 12.2 Removing Agency Partners. Any Agency Partner may be removed from participation in this Agreement for a Material Breach of this Agreement or by majority vote of the Chief Law Enforcement Officers for good cause. Upon removal of the Agency Partner, the Allocated Proportion due from each party will be reapportioned to the remaining parties.

SECTION 13. DISPUTE RESOLUTION

- 13.1 The parties agree to work cooperatively to appropriately resolve all claims and controversies which arise under this Agreement. Any claim or controversy will be submitted to the Sheriff or the Sheriff's designee and the Police Chiefs or the Police Chief's designee for resolution, if possible.
- 13.2 The parties may continue to Use the RMS without any interruption or delay during the pendency of any dispute resolution and will continue to make all payments, that are not in dispute, in accordance with the Agreement. Notwithstanding the foregoing, an Agency Partner's Access may be suspended pending dispute resolution if deemed appropriate by (i) majority vote of the Sheriff and Chiefs or (ii) the County due to a material breach of this Agreement.
- 13.3 Should any dispute arise between the parties concerning this Agreement not be resolved by mutual agreement within 30 calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a mediation process. The mediator will be selected by mutual agreement of the parties, but in the absence of such agreement each party will select a temporary mediator and those mediators will jointly select the permanent mediator. All costs of mediation will be borne equally by the parties. Each party will bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

SECTION 14. INDEPENDENT CAPACITY

- 14.1 Each party and its respective employees or agents will act as an independent contractor and continue to be the employees or agents of that party, which will be solely and exclusively responsible for their employees and agents. Employees and agents of one party will not be considered for any purpose whatsoever under this Agreement to be employees or agents of another party to this Agreement. No party will have the authority to bind another party, absent a written agreement of the parties, nor the authority to control the employees, agents, or contractors of another party to this Agreement. All rights, duties and obligations of the employer will remain with the employing party. Each party agrees to indemnify, defend, and hold harmless

the other parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.

- 14.2 Each party will be solely and exclusively responsible for all compensation, benefits, training expenses, equipment, and all other costs and expenses whatsoever of its employees related to this Agreement. Each party will be responsible for ensuring its compliance with all applicable Laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.

SECTION 15. INDEMNIFICATION

- 15.1 Indemnification. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its appointed and elected officials, employees, agents, subcontractors, and volunteers, harmless from and against all liability, claims, damages, losses, costs, and expenses, including but not limited to court costs, attorney fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party, its elected or appointed officials, employees, agents, subcontractors, or volunteers. In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions will be valid and enforceable only to the extent of each party's comparative liability.
- 15.2 Participation in Defense, No Waiver. All parties reserve the right, but have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation will not constitute a waiver of a party's indemnity obligations under this Agreement.
- 15.3 Indemnity by Subcontractors. In the event a party executes subcontracts under this Agreement, that party's subcontractors will indemnify the other parties and EIS on a basis equal to or exceeding the party's indemnity obligations in this Agreement.

SECTION 16. INSURANCE

- 16.1 During the term of this Agreement, each party will maintain in force at its own expense the insurance requirements identified below, or the equivalent participation in a risk pool that meets these obligations:
1. Commercial General Liability. Each party warrants they have commercial general liability insurance of not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Agreement. Coverage will include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage will not exclude or contain sub-limits less than the minimum limits required herein. The certificate of insurance for the CGL policy will expressly cover the indemnification obligations required by the Agreement.
 2. Network Security/Cyber Liability (Cyber Protection). Each party warrants they have network security/cyber liability coverage. The coverage shall be written with limits no less than \$1,000,000 per claim, \$1,000,000 policy aggregate for network security and privacy coverage, and \$100,000 per claim for cyber extortion coverage. Such insurance will include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, identification theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

3. Automobile Insurance. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to each party's owned, hired, and non-owned vehicles on the premises. The policy will contain a severability of interests' provision.
4. Workers' Compensation and Employer Liability. Each party will maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), or the equivalent, for all staff eligible for such coverage.
5. Policy Change. Each party is required to give the other parties 30-days prior notice of any cancellation, material change, reduction of limits or intent not to renew any insurance coverage. The insurance coverage limits identified herein are minimum requirements only and do not in any manner limit or qualify the liabilities or obligations of the parties under the Agreement.

SECTION 17. GOVERNING LAW, SOVERIGN IMMUNITY LIMITED WAIVER

- 17.1 Governing Law, Venue. This Agreement has been and will be liberally construed as having been made and delivered within the State of Washington. This Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to choice of law or conflicts of law provisions.
- 17.2 Limited Waiver of Sovereign Immunity. The Tribe hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by another party relating to or arising under this Agreement. This limited waiver of sovereign immunity applies only between the parties to this Agreement. It does not extend to any other person or entity. This limited waiver of sovereign immunity includes all judicial actions for money damages, injunctive relief, and/or declaratory relief, whether based upon breach of contract or tort law or otherwise. Any such claim, action, or proceeding may be brought and maintained only in the U.S. District Court for the Western District of Washington. If for any reason the U.S. District Court for the Western District of Washington lacks jurisdiction, the claim, action, or proceeding may be brought and maintained in either the Kitsap County Superior Court or in Tribal Court.

SECTION 18. NOTICE

- 18.1 Unless otherwise provided herein, all notices under this Agreement will be in writing and may be personally delivered or mailed (including first class) to the business address for each party's Chief Law Enforcement Officer. Mailed notices will be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed with postage prepaid. Notices sent by certified or registered mail will be deemed to have been given on the day following the date of mailing, if properly mailed and addressed with postage prepaid. For all types of mail, the postmark affixed by the United States Postal Service will be conclusive evidence of the date of mailing.

SECTION 19. NONDISCRIMINATION

- 19.1 No party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, familial status, sexual orientation (including gender expression or gender identity), honorably discharged veteran or military status, presence of any sensory, mental, or physical disability, use of a service animal by a person with disabilities, or other circumstance prohibited by federal, state, or local law, and will comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

SECTION 20. FORCE MAJEURE

- 20.1 Force Majeure. No party will be liable to the other parties or be deemed to be in breach of this Agreement by reason of any default, delay, or failure to perform any of their respective obligations in relation to the Agreement (other than a failure to pay any amounts owing under

this Agreement), if the delay or failure is due to any cause beyond that party's reasonable control and without fault or negligence. Circumstances deemed to be beyond reasonable control include, without limitation, acts of God or of the public enemy, insurrection, change in law, acts of the federal government or any unit of state or local government in either sovereign or contractual capacity, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or other similar circumstance. The party so affected will promptly give notice to the other parties and will do everything reasonably possible to resume performance as soon as practicable.

SECTION 21. GENERAL PROVISIONS

- 21.1 Compliance with Laws. Each party will exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable Laws.
- 21.2 Further Assurances. Each party will execute all further documents and take all further action reasonably necessary or appropriate to carry out the intent of this Agreement.
- 21.3 Implied Contract Terms. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
- 21.4 Time of Performance. Time is of the essence with respect to the terms and provisions of this Agreement.
- 21.5 Integration. This Agreement contains all terms and conditions agreed upon by the parties, except necessary operational agreements between the parties in furtherance hereof and supersedes any other agreement or understanding of the parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind the parties.
- 21.6 Amendment. This Agreement may be amended from time to time as deemed appropriate by the parties, provided, any such amendment will not become effective unless written and signed by all parties to this Agreement with the same formality as this Agreement.
- 21.7 Disclaimer. Except as otherwise provided, this Agreement will not be construed in any manner that would limit a party's authority or powers under law.
- 21.8 No Third-Party Beneficiary. The parties expressly agree that nothing contained in the Agreement will create any legal right or inure to the benefit of any third party, except for those rights afforded to EIS. This Agreement is for the benefit of the parties. Except as set forth herein, nothing in this Agreement will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity including, without limitation, the public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
- 21.9 Assignment. The rights and obligations of a party under this Agreement may not be assigned in whole or in part, without the written consent of the User Board. Any attempted assignment will be null and void, and a Material Breach of this Agreement.
- 21.10 Waiver. A failure by any party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless identified in writing signed by an authorized representative of the party.
- 21.11 Remedies. The remedies provide in this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not constitute an election of one remedy to the exclusion of any other.
- 21.12 Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the provision will be deemed modified to the extent necessary in order to render such provision valid and enforceable while

giving effect to the intentions of the parties provided that if such provision may not be so saved, it will be severed and the remainder of this Agreement will remain in full force and effect.

- 21.13 Headings/Captions. Headings and captions used are for convenience only and are not a part of the Agreement and do not in any way limit or amplify the terms and provisions hereof.
- 21.14 No Party the Drafter. The Agreement is the product of negotiation between the parties, and no party is deemed the drafter of the Agreement.
- 21.15 Survival. The rights and obligations of the parties will survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement, or extension thereof to include, without limitation, Sections 4 (Termination), 7 (Access, Use, Responsibilities), 9 (Security, User Audit, Breach), 10 (Confidentiality, Data, Public Records), 11 (License, Financial Responsibilities), 13 (Dispute Resolution), 14 (Independent Capacity), 15 (Indemnification), 17 (Governing Law, Sovereign Immunity Limited Waiver), and 21 (General Provisions).
- 21.16 Counterparts. The Agreement may be executed in several counterparts each of which will be deemed an original but all of which together will constitute one and the same agreement.
- 21.17 Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this Agreement.
- 21.18 Authorization. Each party warrants and represents to the other parties that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

DATED THIS __ DAY OF _____, 2022.

KITSAP COUNTY SHERIFF'S OFFICE

JOHN GESE, SHERIFF

DATED THIS __ DAY OF _____, 2022.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ROBERT GELDER, CHAIR

EDWARD E. WOLFE, COMMISSIONER

CHARLOTTE GARRIDO, COMMISSIONER

ATTEST:

DANA DANIELS, CLERK OF THE BOARD

DATED THIS __ DAY OF _____, 2022.

CITY OF BAINBRIDGE ISLAND

JOE CLARK, CHIEF OF POLICE

BLAIR KING, CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

JOE LEVAN, CITY ATTORNEY

_____, CITY CLERK

DATED THIS __ DAY OF _____, 2022.

CITY OF BREMERTON

TOM WOLFE, CHIEF OF POLICE

GREG WHEELER, MAYOR

APPROVED AS TO FORM:

ATTEST:

KYLIE FINNELL, CITY ATTORNEY

ANGELA HOOVER, CITY CLERK

DATED THIS __ DAY OF _____, 2022.

CITY OF PORT ORCHARD

MATT BROWN, CHIEF OF POLICE

ROBERT PUTAANSUU, MAYOR

APPROVED AS TO FORM

ATTEST

CHARLOTTE ARCHER, CITY ATTORNEY

BRANDY RINEARSON, CITY CLERK

DATED THIS __ DAY OF _____, 2022.

CITY OF POULSBO

BY: _____
RON HARDING, CHIEF OF POLICE

BY: _____
BECKY ERICKSON, MAYOR

APPROVED AS TO FORM

ATTEST

ALEXIS FOSTER, CITY ATTORNEY

RHIANNON FERNANDEZ, CITY CLERK

DATED THIS __ DAY OF _____, 2022.

SUQUAMISH TRIBE

APPROVED:

APPROVED:

MIKE LASNIER, CHIEF OF POLICE

LEONARD FORSMAN, CHAIRMAN

APPROVED AS TO FORM:

TIM WOOLSEY, ATTORNEY

EXHIBIT A

PUBLIC SAFETY RECORDS AND JAIL RECORDS MANAGEMENT SOFTWARE
CONTRACT KC-528-21

ATTACHMENT B
RMS KITSAP COUNTY EIS IMPLEMENTATION
TOTAL COST OF OWNERSHIP (TOC)

KC-528-21
PUBLIC SAFETY RECORDS AND
JAIL RECORDS MANAGEMENT SOFTWARE CONTRACT

This Public Safety Records and Jail Records Management Software Contract (“Contract”) is entered as of this _____ day of 2022 (“Effective Date”) by and between the Kitsap County Sheriff’s Office (“KCSO”), acting through Kitsap County, a Washington state municipal corporation (“County”), and Executive Information Services, Inc., a corporation organized and existing under the laws of the State of Nevada, with offices located at 1396 NE 20th Ave, Suite 100, Ocala, Florida (“Contractor”).

WHEREAS, the County desires to license certain public safety records and jail management software and professional services from the Contractor as identified in this Contract and the EIS Sales, Service and License Agreement attached to this Contract as Attachment “A” (the “EIS SSLA”), and to obtain certain professional services from Contractor, each of which the Contractor has agreed to provide on the terms and conditions set out in this Contract and the EIS SSLA.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Services (as that term is defined in the EIS SSLA) set forth herein, and as attached and incorporated by reference, the County and Contractor agree as follows:

ARTICLE 1. TERM AND EFFECTIVE DATE

1.1 Term. The Contract will commence on the Effective Date and remain in effect for five (5) years, until midnight on the end date, (“Initial Term”) unless terminated or extended as provided herein. The Contract may be extended for additional consecutive one (1) terms on the mutual written agreement of the parties (each a “Renewal Term”). In no event will the Contract or any contract amendment become effective unless and until it is approved and executed by the duly authorized representatives of Kitsap County and Contractor. The Initial Term and Renewal Terms shall collectively be referred to as the “Term”.

ARTICLE 2. ATTACHMENTS AND DEFINITIONS

2.1 The Attachments described below and attached to this Contract, and incorporated in full by reference, shall be deemed an integral part of this Contract:

- Attachment “A” - EIS Sales, Service and License Agreement
- Attachment “B” - Statement of Work
- Attachment “C” - Contractor’s Proposal
- Attachment “D” - EIS Support Services Agreement

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Contract and the terms and conditions of an Attachment, the following order of precedence shall apply: the terms and conditions in the body of this Contract, Attachment “A”, Attachment “B”, Attachment “D” and Attachment “C”.

For greater certainty, Contractor’s liability for any and all claims arising out of or in connection with this Contract and Attachments A, B and C shall be limited as set forth in Section 15 of Attachment A (EIS SSLA). Contractor’s liability for any and all claims arising out of or in connection with Attachment D shall be limited as set forth in Attachment D.

- 2.2 Definitions. The following definitions shall apply for all purposes, unless otherwise defined herein. Capitalized terms not otherwise defined in this Section 2 shall have the meaning ascribed to them in the EIS SSLA attached to this Contract as Attachment “A” or in the EIS Support Services Agreement attached to this Contract as Attachment “D”. Acronyms will always be upper case.

Acceptance Criteria	The functional, performance and technical specifications for the Software as mutually agreed upon between the parties in writing. The Acceptance Criteria shall be set forth in the Acceptance Test Plan.
Acceptance of Project Plan	When the Project Plan is approved in writing by both the Contractor and the County.
Acceptance Test	A test based on the Acceptance Test Plan which must be passed before the Software is considered to operate in material conformity with the Acceptance Criteria. Acceptance testing may occur in one or more phases, depending on the delivery and implementation timeline as specified in the Project Plan.
Acceptance Test Plan	The written compilation of acceptance tests, methodologies, test data and Acceptance Criteria which will be used to conduct Acceptance Tests of the Software as mutually agreed upon between the parties in writing.
Agency Partners	The City of Bremerton, the City of Bainbridge Island, the City of Port Orchard, the City of Poulsbo, and the Suquamish Tribe, on behalf of their respective law enforcement agencies. Agency Partners shall include any employee of an Agency Partner that have been authorized by the Agency Partner to have access to the Software by way of any type of interface (for example, graphical user interface or browser user interface) and who are bound by confidentiality obligations at least as protective of Contractor’s Confidential Information as the terms in the EIS SSLA.
ATL	Attempt to Locate
Board	the Kitsap County Board of County Commissioners.
BOLO	Be on the Lookout
CAD	Computer Aided Dispatch
CALEA	Commission on Accreditation for Law Enforcement Agencies

Certificate of Final Acceptance	This means a written instrument by which the County notifies Contractor that all of the Acceptance Criteria have been met.
Certification for Go-Live	The earlier to occur of the following: (a) the County certifies in writing that the Software is ready for Go-Live as set out in the SOW are complete, acting reasonably; or (b) Go-Live. There will be a separate Certification for Go-Live for the RMS and JMS.
CJIS	Criminal Justice Information Services
Contract	This Public Safety Records and Jail Records Management Software Contract KC 561-20, the Statement of Work, the EIS Sales, Service and License Agreement, the Support Services Agreement, and all schedules and attachments that have been incorporated herein.
County	Kitsap County, Washington.
County IS	The Kitsap County Information Services Department.
Data	All data, information, content, and other materials stored or transmitted by the County and any Agency Partner using the Software, excluding third-party data and Contractor data.
Defect	A material program error that causes the Software to crash, or program algorithms or logic that produce material incorrect results or fails to function in all material respects in accordance with the specifications in the SOW. Defects pertain to the intended operation of EIS Software as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data;
Disabling Code	Any back door, timer or other limiting routine, instruction, or similar unrequested code which could be invoked to disable or otherwise shut down all or any portion of the Software.
DOL	Washington Department of Licensing.
EIS External Agency Application(s)”	means the object code version of the Contractor software identified in Schedule “A” as external agency applications and includes any Updates or Upgrades and any customizations or enhancements to the foregoing as described in the Statement of Work that have been provided to the County as part of the Support Services. Third Party Software is not included in the definition of EIS External Agency Applications except where this EIS SSLA explicitly states otherwise.

Final Acceptance	The earlier to occur of the following: (a) that the Customer has issued a Certificate of Final Acceptance for the Software; or (b) Contractor has not received notice in writing from the Customer of a list of reproducible errors or other failures of the Software to operate in material conformity with the Acceptance Criteria within thirty (30) days of the date of Go-Live.
Go-Live Date (JMS)	The date that the County commences using any part of the JMS software for production use in day to day operational use.
Go-Live Date (RMS)	The date that the County commences using any part of the RMS software for production use in day to day operational use.
IACP	International Association of Chiefs of Police
IBR	Incident-Based Reporting
JMS	Jail records management system
KCSO	The Kitsap County Sheriff's Office
Kitsap 911	This is the entity that provides call dispatch services to the County and its Agency Partners.
Law or Laws	All applicable federal, state and local laws including privacy and data protection laws, as well as any other applicable statutes, regulations.
Malicious Code	Any industry known "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "spyware" (as such terms are commonly understood in the software industry) or any other code designed to have any of the following functions: (a) disrupting, disabling or harming the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed or (b) compromising the privacy or data security of a user or damaging or destroying any data or file, in each case, without authorization and without the applicable User's consent.
MCT	Mobile Computer Terminal
NCIC	National Crime Information Center
NIBRS	National Incident-Based Reporting System
NIEM	National Information Exchange Model
NLETS	National Law Enforcement Telecommunications System
OJC	Object jail classification
Personnel	Contractor and Contractor's employees, volunteers, subcontractors, and any employees or volunteers of the subcontractors or Contractor who perform any Services under the Contract.

Project Plan	The project plan identifying a list of deliverables, acceptance task activities, the criteria, and standards to be met, and timelines with key milestones provided by the Contractor in digital format and approved by the County.
Proposal	Contractor's proposal in response to Request for Proposal No. 2019-147 for a Public Safety Records and Jail Management System
Record	A generic term used to describe official documentation, either of an entire case or event or components thereof
RMS	Records Management System
SORNA	Sex Offender Registration and Notification Act
Software	Refers collectively to Contractor's software products listed in Schedule "A" to the EIS SSLA in object format and includes any Updates or Upgrades (as those terms are defined in the EIS SSLA) that have been provided to County as part of the Support Services. Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise. Software includes the EIS External Agency Applications and the EIS Public Access Applications (as those terms are defined in the EIS SSLA).
Third Party Software	Third party software products licensed to the County by the applicable third-party licensors. Future Releases of the Software may require alternate third-party software to be upgraded or licensed by the County, which will be subject to a third-party license agreement between the County and the relevant third-party software licensor.
UCR	Uniform Crime Reporting
WASPC	Washington Association of Police Chiefs and Sheriffs

ARTICLE 3. STATEMENT OF WORK

- 3.1 General Engagement. The Contractor agrees to perform all Services specified in the Contract.
- 3.2 Intentionally Omitted.
- 3.3 Acceptance. Payment for any part or parts of the Software, or testing thereof by County, shall not constitute acceptance or relieve Contractor of its obligations under the Contract. The County shall be deemed to have accepted the Software and Contractor's Work only upon Final Acceptance by the County. Acceptance of the Software does not waive any warranty or other rights provided in this Contract for the balance of Contractor's Work required under this Contract. County will have a minimum of thirty (30) days after the launch date of each phase to test the Software in full production use in accordance with the Acceptance Test Plan and to identify any failure of the Software to operate in material conformity with the functional specifications set out in the documentation specified by Contractor in Schedule

“A” to the EIS SSLA (“Non-conforming Elements”). The Certificate of Final Acceptance will be executed once all Non-conforming Elements have been corrected by Contractor, except for minor or inconsequential errors.

- 3.4 Problems. Contractor agrees to promptly notify County of any factor, occurrence, or event coming to its attention that may affect Contractor’s ability to perform its obligations set out in this Contract, or that is likely to occasion any delay in completion of the work contemplated by this Contract. Such notice shall also be given in the event of any loss or reassignment of any of Contractor’s key personnel, threat of strike, or major equipment failure or other force majeure event.
- 3.5 Alterations and Changes. County reserves the right, without impairing Contractor, to request additional subscriptions or services, to omit, cancel or eliminate Contract items, to alter details of implementation or installation, and to make other changes and alterations as necessary or desirable, in County's judgment, to satisfactorily complete the project contemplated by this Contract. Contractor shall perform such changed, additional, increased, decreased, varied, or altered obligations upon the mutual written agreement of the Parties signed by authorized representatives of each of the parties, which shall specify any additional compensation to be paid by County for such alterations or changes. Except as may be otherwise provided in this Contract, no payment for extras will be made and no changes or alterations to the Software or Services shall be performed unless such extras and the compensation to be paid therefore have been authorized in writing by the parties.

ARTICLE 4. CONTRACTOR’S PERSONNEL, SUBCONTRACTS

- 4.1 Unless otherwise provided or approved by the County, Contractor shall use its own employees to perform the services described in this Contract. The County shall have the right to review and approve any Personnel who are assigned to work under this Contract. Contractor agrees to remove Personnel from performing work under this Contract if reasonably requested to do so the County.
- 4.2 Subcontracts. Contractor shall not subcontract any portion of the Contract, nor change approved subcontractors, without the prior written consent of the County, acting reasonably. The County has the right to approve Contractor’s subcontractors, and the County reserves the right to request replacement of subcontractors. If the County permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Contract. All subcontracts shall incorporate by reference the terms and conditions of the Contract. Contractor shall provide the County with verification of all subcontractors’ compliance with the indemnification and insurance requirements of the Contract upon request. The County does not have any obligation to pay Contractor’s subcontractors, and nothing herein creates any privity between the County and the subcontractors.

ARTICLE 5. COMPENSATION

- 5.1 Compensation. The County will pay all fees for the Initial Term which shall not exceed the amount identified in Schedule “B” (Fees and Payment Schedule) to the EIS SSLA as accepted by the County, unless authorized in writing by the County.

- 5.2 Subsequent Terms. After the Initial Term, Contractor may submit an annual notice of cost adjustments to the Sheriff of the KCSO on or before June 1 for the following year. The notice shall identify any increase in the Contract pricing. In no event shall a price increase exceed five percent of the prices for the previous year.
- 5.3 Price Reduction. Price reductions may be submitted to the County for consideration at any time during the contract period. The County at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the County.

ARTICLE 6. PAYMENT AND COSTS

- 6.1 Invoice. The Contractor shall utilize the invoice format directed by KCSO to submit complete and accurate invoices for the services and goods received, along with supporting documentation. Invoices shall be legible and reflect all appropriate adjustments for credits due the County. Invoices that are illegible shall be returned to the Contractor for clarification and the County will shall not be held to established timeframes for payment as set above. County will have the right to require the Contractor to provide additional supporting documentation prior to payment of an invoice.
- 6.2 Payments. The County will make reasonable efforts to pay the Contractor within 30 days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 6.3 Discrepancy. The County will provide notice to the Contractor of any invoice discrepancy. The Contractor and the County shall resolve the discrepancy by comparison and reconciliation of records. If resolution cannot be achieved the disputed amount shall not be paid until the parties have reached an agreement resolving the discrepancy. Timeframes for payment for the disputed amount shall be waived until the dispute is resolved.
- 6.4 Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements in section 12 and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Contractor unless otherwise provided herein.
- 6.5 Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract and received during the Contract Term. Contractor acknowledges oral requests, and authorizations, for additional compensation are prohibited and unenforceable. Advance payments are not authorized. The County does not pay, and is not subject to, any late charges, fees, or penalties of any kind.
- 6.6 Taxes. Except for any state sales tax payable to the State of Washington, the Contractor is solely liable for payment of all tax obligations arising from its performance of the Contract. Except as set out herein, Contractor and its subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Except as set out herein, Contractor and its subcontractors shall hold the County harmless from any

responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. County agrees to pay all sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate which shall be added to each invoice to County as appropriate. Contractor must pay all taxes including, but not limited to: Business and Occupation Tax, taxes based on Contractor's net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

- 6.7 Discount Terms. Contractor agrees to offer the County any discount terms that are offered to its best customers for the same goods and services based on licensing tier structure and apply such discount to payments made under this Contract which meet the discount terms.

ARTICLE 7. DELAYS AND EXTENSIONS OF TIME

- 7.1 Delays. Contractor shall use commercially reasonable efforts to meet the projected timelines and avoid unreasonable delays in the delivery of all Services required prior to the launch date unless excused at the mutual agreement of the parties. The County shall also make best efforts to meet the projected timelines and avoid unreasonable delays in assisting Contractor as reasonably necessary in connection with the Services.
- 7.2 Extensions of Time. If the Contractor is delayed at any time in the progress of providing Services covered by the Contract, by any causes beyond Contractor's control, the time for performance may be extended by such time as mutually agreed to in writing by the parties. Any request for an extension of time shall be made in writing to the County.
- 7.3 Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of Contract by reason of any default, delay, or failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond the party's reasonable control and without fault or negligence. Circumstances deemed to be beyond the control of the parties hereunder include, without limitation, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay or as otherwise agreed to in writing by the parties.

ARTICLE 8. TERMINATION

- 8.1 Termination for Convenience. The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County subject to the payment by County of amounts payable to Contractor

in accordance with Section 8.4(b) of this Contract. The County may terminate the Contract upon giving the Contractor 30-days' written notice.

8.2 Funding Issues. If funding for the underlying project or matter is withdrawn, reduced, or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

8.3 Termination for Cause.

A. Either party may terminate the Contract in whole or in part due to the other party's material default in the performance of any of its obligations hereunder. In such an event, the non-breaching party will provide the other party written notice of the breach and an opportunity to cure. If the default has not been cured within time frame identified in the notice, which shall not be less than 30-days, the non-breaching party shall have the right to immediately terminate the Contract.

B. This Contract shall automatically terminate in the event that the EIS SSLA is terminated.

C. Effects of Termination. Upon termination of this Contract: (i) all license rights granted to the County under this Contract shall automatically cease; (ii) all outstanding Fees and expenses owed by the County to Contractor shall be immediately due and payable; (iii) the County must destroy all copies of the Software, Documentation, and Confidential Information of Contractor in its possession or control and shall certify the same in writing by an officer of the County; and (iv) all warranties related to the Software shall automatically terminate. Except as otherwise expressly provided in this Contract, termination of this Contract shall be without prejudice to any other right or remedy to which either party may be entitled to at law or in equity.

8.4 Procedures on Termination

A. Upon receipt of notice of termination, the Contractor shall continue to perform, in accordance with the requirements of the Contract up to the date of termination as directed in the termination notice, notify Staff of the termination date, and minimize further costs.

B. The County shall pay Contractor its reasonable and allowable costs for work in progress, work completed, and materials accept by the County before the effective date of termination, subject to offset as provided herein. No costs incurred by Contractor in respect of Services performed by Contractor after the effective date of the termination will be paid.

C. Prior to or at the termination of the Contract, the Contractor shall make available all such information as reasonably requested by the County, including in a readable electronic format specified by the County.

8.5 Transition Services – Contract Termination

- A. In the event of termination or expiration of the Contract, the following shall apply.
- B. Subject to the payment of applicable fees in accordance with Sections 8.5D and 8.5E, the Contractor shall work cooperatively with the County to accomplish a complete, timely, and seamless transition of any terminated services from Contractor and the subcontractors to the County, or to any replacement provider designated by the County, without any interruption of or adverse impact on the terminated services or any other services provided by Third-Parties or Services that Contractor shall continue to provide (each transition, a “Transition Services”). Contractor shall cooperate with the County and any new service provider and otherwise promptly take all steps required or reasonably requested, to assist the County in effecting Transition Services of any terminated services. Contractor shall provide all information available as of the effective date of termination regarding the terminated services or as otherwise needed for Transition Services, including data conversion, interface specifications, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all terminated services, as the County may direct, including completion or partial completion of projects, documentation of work in process, and other reasonably necessary measures to assure an orderly transition to the County or the County’s designee. Contractor’s obligation to provide Services shall not cease until Transition Services satisfactory to the County, acting reasonably, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Section, has been completed.
- C. Contractor will provide currently published (as of the effective date of termination) entity relationship diagrams, data dictionaries, and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the Data extracted from Contractor.
- D. Transition Services. Transition Services as outlined within this section will be assessed a reasonable fee based on the then going rate for time and materials. In the event that any undisputed amounts have not been paid as required in this Contract, Contractor may decline to provide the transition support outlined in this section until such amounts are paid in full.
- E. Upon County’s request, Contractor shall continue to provide the Support Services to Customer (except where Contractor is enjoined) pursuant to the terms of this Contract for a transitional period of up to twelve (12) months ("Transition Period") subject to the payment to Contractor of applicable annual support fees as calculated for the County for the designated term pro-rated on a monthly basis.

ARTICLE 9. NOTICE AND CONTRACT REPRESENTATIVES

- 9.1 Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice will be deemed to be given five days following the date of mailing, or immediately if personally served. Each party will designate a contract representative, which may be changed by providing 15 days' prior notice to the other party.

County's Representatives

Administrative Lieutenant
Kitsap County Sheriff's Office
614 Division Street MS-37
Port Orchard, WA 98366

Director, Information Services Department
Kitsap County
614 Division Street MS-21
Port Orchard, WA 98366

Contractor's Representative

Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

With a copy to:

N. HARRIS COMPUTER CORP.
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: General Counsel
Telephone: 613-226-5511, Ext. 2149

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Personnel. Neither Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County.
- 10.2 All actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of Personnel. Contractor and its Staff shall have no County employee-type benefits of any kind whatsoever, including without limitation,

insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

- 10.3 The County will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or personal property stored by Contractor's Personnel on County property.

ARTICLE 11. WARRANTY, RISK OF LOSS, AND INDEMNIFICATION

11.1 Warranty of Contractor. Contractor warrants that work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

11.2 Intentionally omitted.

11.3 Intellectual Property Warranty. Contractor represents and warrants that its performance of all obligations under this Contract does not and will not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

11.4 Intentionally Omitted.

11.5 Indemnification and Claim

A. Contractor, at its own expense, will defend, indemnify, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") and pay any and all losses, liabilities, damages, judgements, fines, costs and expenses (including reasonable attorneys' fees and court costs) finally awarded by a court of competent jurisdiction against the County or agreed to in a settlement by Contractor in any claims, suits, and actions brought by a third party against the Indemnitees for bodily injury, personal injury (including death) or tangible property damage to the extent caused by the negligence or willful misconduct of Contractor or any of its owners, officers, directors or Staff ("Claims"), except to the extent such Claims result from or arise in connection with the negligence or willful misconduct of the Indemnitees, and provided that the following conditions are met: (i) County gives Contractor prompt written notice of any such Claim and full opportunity to defend the same, (ii) County has not made any admissions or entered into settlement negotiations either prior to or after providing notice to Contractor of the applicable Claim except with Contractor's prior written consent; (iii) County gives Contractor sole control of the defense of the Claim and all negotiations for its compromise or settlement (provided that, Contractor will obtain the Indemnitees consent in connection with any act or forbearance required by the County, which consent will not be unreasonably withheld); and (iv) County provides Contractor all reasonable assistance and

information throughout the claim or proceeding. Subject to the foregoing, to the extent that the Indemnitees are found to be at fault and apportioned liability by a decision of a court of competent jurisdiction, adjudicator, or in a settlement agreement agreed to by the parties, County shall promptly reimburse the Contractor for its proportionate share of all amounts paid by the Contractor pursuant to the latter's fulfillment of its indemnity obligations. In the event that neither of the parties are found to be at fault by a decision of a court of competent jurisdiction, the parties agree to pay the reasonable legal costs associated with Contractor's defense of the claim against the County in equal shares notwithstanding anything contained in this Section 11.5. The terms and conditions of Contractor's indemnity obligations set out in Section 14 of the EIS SSLA states the entire liability of Contractor and County's sole and exclusive remedies for claims of infringement of trademark, copyright, patent, and any other intellectual property rights.

- B. Any Claim against any Indemnitee by any of Contractor's Staff, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, shall not limit the Contractor's indemnification obligation in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Staff under workers' compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) by application of any other worker's compensation act, disability benefit act or other employee benefit act. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

11.6 Notice of Claim and Tender

Contractor's obligation to indemnify the Indemnitees is subject to the following conditions:

- A. Contractor will be responsible for primary loss investigation, defense, and all negotiations for its compromise or settlement, where the indemnification of 11.5(A) is applicable. Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County, except to the extent that the County is found to be at fault and apportioned liability. The Indemnitees have not made any admissions or entered into any settlement negotiations either prior to or after providing notice to Contractor of the applicable Claim except with Contractor's prior written consent. This prohibition does not apply if the Contractor fails to notify the County that it accepts Contractor's obligations under Section 11.5(A) within 14 business days of receipt of notice from the County of a Claim as required by 11.6 (C).
- B. Contractor shall promptly provide the County Representative written notice of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County, or any Claim made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract. The County must provide Contractor with all

reasonable assistance and information throughout the Claim.

- C. The County will promptly provide the Contractor's Representative written notice of any Claim made or filed against the County by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within 14 business days from the date of notice and will advise the County if Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice.
 - D. The Contractor shall keep the County continuously, timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but not the obligation to participate in the defense and settlement of any Claim at its sole expense, subject to Contractor's right to sole control of the defense and settlement of any such Claim. County shall not settle any such Claim without Contractor's prior written consent, provided that Contractor shall not settle or compromise any Claim that includes an admission of liability or fault or payment obligation on behalf of the County without the prior written consent of the County, not to be unreasonably withheld. Such participation shall not constitute a waiver of Contractor's indemnity and defense obligations under the Contract.
 - E. Violation of any provisions of this article is a material breach. Rights and remedies available to the County under this Article are cumulative to those provided elsewhere in the Contract, and those allowed by law, except where otherwise expressly stated. The Article shall survive termination and expiration of the Contract.
- 11.7 Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under the Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

ARTICLE 12. INSURANCE REQUIREMENTS

12.1 Minimum Requirements

- A. Contractor and its subcontractors, if any, shall procure prior to providing services and maintain uninterrupted until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this article with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A: VIII, with policies and forms satisfactory to the County. Coverage limits shall be at minimum the limits identified in this section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.
- B. The required insurance coverage limits identified in this section shall be provided for

each annual policy term. The Insurance Requirements herein are minimum requirements for the Contract and do not limit the indemnity covenants contained in the Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

12.2 Commercial General Liability (“CGL”)

- A. Not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Contract. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County.
- B. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract. There shall be no exclusion or restriction preventing coverage from applying to injury caused by an act of Discrimination or a violation of Civil Rights, including but not limited to race, religion, sex, national origin as well as allegations for failure to provide adequate treatment.

12.3 Intentionally omitted.

12.4 Technology Errors & Omission and Cyber Liability Insurance. Not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Contract. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. Subject to terms, conditions, limitations and exclusions of the policy.

12.5 Business Automobile Liability. Not less than \$500,000 per occurrence under this Contract. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

12.6 Intentionally Omitted.

12.7 Workers’ Compensation and Employer Liability. If applicable, Contractor shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor’s Staff eligible for such coverage. If the Contract is for over

\$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

- 12.8 Primary, Non-Contributory Insurance/Subcontractors. Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of the Contract.
- 12.9 Intentionally Omitted.
- 12.10 Coverage Verification. The Contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award the Contract. Contractor shall furnish the County with certificates of insurance (valid ACORD form or equivalent approved by the County) as required by the Contract. An authorized representative of the insurer shall sign the certificates.
- 12.11 Waiver of Subrogation. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 12.12 Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall provide an endorsement for the full available limits of coverage maintained by Contractor and its subcontractors for the benefit of the County which may be satisfied by a blanket form endorsement. The Certificate of Insurance and endorsement shall endeavor to mail notice to the certificate holder named of cancellation, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366 and to the County Representative.
- 12.13 General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. Contractor's insurance shall

apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.

- 12.14 Claims-Made. If any insurance required by the Contract is written on a claims-made basis, such policy should allow for claims to be made after expiration or termination of the policy for issues that arose during policy period. If Contractor has a claims made policy, Contractor shall provide sufficient proof of extended coverage.
- 12.15 Subcontractors. The Contractor shall establish and outline the insurance requirements for each subcontractor that will perform work under the terms of the Contract. Such insurance shall be in forms and limits customary in Washington for the specific services being provided by each subcontractor. Such insurance shall include Kitsap County, and its officers, elected officials, directors, agents, and employees as additional insureds and waiver of subrogation with respect to all applicable policies. The Contractor shall be responsible for confirming each subcontractor meets the established insurance requirements for the specific work or medical service being provided. Contractor is responsible for furnishing evidence of insurance to the County for each subcontractor.

ARTICLE 13. CONTRACT CHANGES, SUBCONTRACTS

- 13.1 Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 13.2 Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 13.3 Assignment and Delegation. Neither party shall assign any right or delegate this Contract, or any service, or duty under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld, except that Contractor may assign this Contract to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Contractor agrees to provide written notice of such change and to facilitate any required assignment and delegation. Any purported assignment or delegation in violation of this subsection shall be void.
- 13.4 Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material (for greater certainty, other than software and related documentation) or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.

ARTICLE 14. OWNERSHIP, CONFIDENTIALITY, BREACH, RECORDS, AUDIT

- 14.1 Ownership.

- A. The Software, Documentation (as those terms are defined in the EIS SSLA) and related materials are and shall remain the sole and exclusive property of Contractor, its licensors and/or its affiliates and County acknowledges and agrees that all Intellectual Property Rights (as that term is defined in the EIS SSLA) therein are and shall remain with Contractor, its affiliates and/or its licensors. Any rights not expressly granted herein are reserved by Contractor. County may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, the Documentation, and related material supplied by Contractor. County shall report to Contractor any actual and verified infringement or misappropriation of Contractor Intellectual Property Rights or other rights in the Software, or the Documentation of which County becomes aware.
- B. County shall retain sole and complete ownership of its Data at all times, regardless of the location of the Data, and Contractor may not make any use any of the County's Data other than for testing purposes or as necessary to perform its obligations under this Contract (such as Services and Support Services), without the prior consent of the County.

14.2 Confidentiality of Records

- A. The Contractor shall establish and maintain procedures and controls, that are acceptable to the County to assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor and permitted subcontractors as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

14.3 Data Breach

- A. The Contractor shall notify the County within a reasonable period of time, not to exceed the timeframe required by law, when any Contractor and/or subcontractor reasonably believe Software that stores Data is subject to a Data breach or any incident relating to the integrity of such Software such as a virus. Notice shall be provided via electronic correspondence to the person identified in the notice provisions herein. The parties acknowledge that Contractor, as County's agent, may have access to PII or protected health information (PHI), (as that term is defined in the Health Insurance Portability and Accountability Act of 1996) (collectively "County Sensitive Data") when providing services under this Contract. County will indemnify the Contractor in the event that a third party makes a claim against Contractor that the Contractor did not have the proper consent to access, use, or store the PII or PHI under applicable Law. Notwithstanding the foregoing, the County will not be responsible nor indemnify the Contractor for any subsequent improper use or dissemination of the PII or PHI by the Contractor.
- B. The Contractor shall provide reasonable notice, not to exceed the timeframes required

by Law, to the County upon knowledge of a breach to the Contractor and/or subcontractor's systems that results in the unauthorized use, or disclosure of County Sensitive Data. If an unauthorized use or disclosure of any County Sensitive Data occurs, the Contractor must provide electronic notification to the County within a reasonable time, not to exceed the timeframes required by Law, after the Contractor's discovery of such use or disclosure and, thereafter, all information the County requests concerning such unauthorized use or disclosure. The Contractor, upon discovery, shall report to the County within a reasonable time, not to exceed the timeframes required by Law, any improper or non-authorized use or disclosure of County Sensitive Data. The Contractor's report shall identify: i) the nature of the unauthorized use or disclosure; ii) the County Sensitive Data used or disclosed; iii) who made the unauthorized use or received the unauthorized disclosure; iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and vi) shall provide such other information, including a written report, as reasonably requested by the County.

- C. Contractor shall maintain reasonable safeguards to ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor and permitted subcontractors solely as necessary for the performance of the Contract and not made available to any other person without the County's prior written consent. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.
 - D. The Contractor shall, at its sole expense, comply with all applicable laws that requires the notification of the County of any breach of the security of personal information owned or licensed by the County that Contractor maintains or possesses if Contractor discovers that such personal information was acquired by an unauthorized person, including without limitation RCW 19.255.010, as in effect during the term of this Contract.
- 14.4 Loss of Data. In the event of loss of any Data or records where such loss is due to the intentional act or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the County. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use reasonable efforts to assure that at no time shall any actions undertaken by the Contractor under the Contract damage or create any industry known vulnerabilities in the Software.
- 14.5 Public Records. Contractor acknowledges the Contract and all public records associated with the Contract shall be available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that public records in the custody of the Contractor are needed for the County to respond to a

request under the Act, as determined by the County, the Contractor shall make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under the Contract, electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as confidential or proprietary and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this section or court order.

- 14.6 Audit and Record Retention. Contractor and its Staff shall maintain and retain all books, documents, and records relating to performance of the Contract and services provided in connection with the Contract for six years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County, no more than once in a twelve-month period, upon reasonable advance notice, and at all reasonable times during regular business hours. In the event of any audit or records request, the Contractor shall provide assistance to the County, without additional compensation, and provide all books, documents and records reasonably requested, and identify, investigate, and reconcile any audit discrepancies and/or variances. Contractor and its Staff shall fully cooperate with the County when the County is evaluating Contract compliance and conducting performance audits and financial audits, which shall include making all records requested by the County promptly available to the County for review, at no cost to the County.

ARTICLE 15. REPRESENTATIONS, WARRANTIES

- 15.1 General. Each party represents and warrants that 1) it has all necessary rights, licenses and approvals required to perform its obligations under this Contract and to provide the other with the rights to utilize the Software in the manner indicated within the Contract and that County shall be entitled to use the Software without disturbance provided the County has complied with all of the terms and conditions of the Contract; 2) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by the parties pursuant to this Contract, are or will be, fully satisfied so that the parties will not have any obligations (other than obligations set forth in this Contract) with respect thereto; 3) the parties' obligations under this Contract are not in conflict with any of their other obligations; 4) each party will comply with all applicable laws in the performance of its obligations under this Contract; and 5) the parties' arrangements with any Subcontractors who provide services in connection this Contract shall be in compliance with the terms and conditions of this Contract.

- 15.2 Intellectual Property Warranty. Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.
- 15.3 Defects. Subject to the exclusions and disclaimer set out in Section 14(b) and 14(d), respectively, of the EIS SSLA, Contractor represents and warrants that, at the time of completion of delivery and installation of the Software, the Software and all components thereof shall operate in material conformity with the functional specifications contained in the applicable Documentation supplied by Contractor as defined in the EIS SSLA. County's sole and exclusive remedy for any defect in the Software to meet the foregoing warranty shall be as set out in Section 14 of the EIS SSLA.
- 15.4 Malicious Code. Contractor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code in the Software as and when delivered to the County. Without limiting Contractor's other obligations under this Contract, Contractor covenants that, in the event any Malicious Code is found in the Software, as and when provided by Contractor under this Contract, Contractor shall remove such Malicious Code and correct all associated issues at its sole expense.
- 15.5 Disabling Code. Contractor represents and warrants that during the Term Contractor shall not insert into the Software any Disabling Code except that for purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) or the provision by Contractor of services under this Contract shall not be deemed disabling code or a breach of any of the terms of this Section 15.5.
- 15.6 No Fee. Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 15.7 Compliance. Contractor represents and warrants that during the Term: 1) it is qualified to do business in the State of Washington and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; 2) it is not in arrears with respect to the payment of any monies due and owing the state, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract; and 3) it shall comply with all applicable Laws, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees.
- 15.8 Non-Discrimination. During the Term Contractor and its Staff shall not discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.

Any subcontract entered into by Contractor, relating to the Contract, shall be subject to the provisions of this paragraph.

15.9 Claims for Labor and Materials. The Contractor shall promptly pay when due all amount payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against County property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against the County, and shall pay all amounts due under the Unemployment Compensation Act with respect to such labor.

15.10 Intentionally omitted.

ARTICLE 16. RIGHTS AND REMEDIES

16.1 Intentionally omitted.

16.2 Withholding Payment. In the event the County reasonably determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in the Contract, then the County may withhold from amounts otherwise due and payable to Contractor in respect of the particular Product or Services that is the subject of the non-performance, until the County Representative determines, acting reasonably, that such failure to perform has been cured. Withholding under this subsection shall not be deemed a breach entitling Contractor to termination or damages, provided that the County gives notice in writing to the Contractor of the nature of the default or failure to perform and an opportunity to cure the default or failure to perform in accordance with the terms of Section 8.3(a) or such longer period specified by the County, and the County pays the Contractor all amounts owing in respect of any other Software and Services satisfactorily performed.

16.3 Recovery of Funds. Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the County the same amount may be automatically deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and the County. The rights of set-off of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of breach of this Contract.

16.4 Right of Assurance. If the County in good faith has reason to believe the Contractor will not or cannot perform or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent and/or ability to perform.

16.5 Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon reasonable request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as requested by the County, at no additional cost to the County.

- 16.6 Right of Offset, Reimbursement. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Contract.
- 16.8 Nonconforming Tender. Services supplied under the Contract shall fully comply with the Contract. The delivery of services or a portion of the services that do not fully comply constitutes a breach of contract. On delivery of nonconforming services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

ARTICLE 17. LIQUIDATED DAMAGES

- 17.1 Intentionally omitted.

ARTICLE 18. GOVERNING LAW, DISPUTES

- 18.1 Governing Law; Venue. The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington or in a federal court nearest to Kitsap County, unless otherwise required by law.
- 18.2 Disputes. Difference between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be brought to the attention of the County Representative at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken by the County's Representative.

ARTICLE 19. GENERAL PROVISIONS

- 19.1 Advertising, Logo. Contractor shall not use, advertise, or promote information for commercial benefit concerning the Contract or use any trade name, trademark, logo, or symbol of the County, or County Departments, without the County's prior written consent.
- 19.2 Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 19.3 Intentionally omitted.
- 19.4 Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.

- 19.5 No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 19.6 Time of Performance. Time is of the essence with respect to each and every term and provision of the Contract.
- 19.7 Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable while giving effect to the parties' intentions provided that if such provision may not be so saved, it shall be severed and the remainder of this Contract shall remain in full force and effect.
- 19.8 Waiver. A waiver of a default of any part, term, or provision of this Contract or failure to enforce any provision of this Contract shall not be construed as a waiver of any subsequent default or as a waiver of the part, term, or provision itself. All waivers must be in writing.
- 19.9 Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 19.10 Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 19.11 Survival. Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract or which is required to ensure that the parties fully exercise their rights and obligations hereunder shall survive termination or expiration of the Contract and continue in full force and effect unless and until waived expressly in writing by the party to whom they benefit. Those provisions include, without limitation: Article 3 (Statement of Work), Article 8 (Termination), Article 11.5 – 11.7 (Indemnification), Article 14 (Ownership, Confidentiality, Breach, Records, Audit), Article 15 (Representations and Warranties), Article 16 (Rights and Remedies), and Article 18 (Governing law, Disputes), and Article 19 (General Provisions).
- 19.12 Entire Agreement. The parties acknowledge the Contract together with the EIS SSLA, SOW's, EIS Support Services Agreement, Attachments, and any Schedules to such Attachments and SOWs, is the product of negotiation between the parties and represents the entire agreement and understanding of the parties with respect to its subject matter. All previous agreements, understandings, and representations, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract. The terms, provisions, or conditions of any purchase order or other business form or written authorization used by County will have no effect on the rights, duties or obligations of the parties under this Contract, regardless of any failure of Contractor to object to those terms, provisions or conditions.

19.13 Authorization. Each party signing the Contract warrants to the other party, that they have the full power and authority to execute the Contract on behalf of the party for whom they sign.

Dated this ____ day of ____, 2021 Dated this ____ day of ____, 2022

EXECUTIVE INFORMATION SERVICES, INC KITSAP COUNTY

DocuSigned by:
Todd Richardson
1DA0B8189CE94EC...
Todd Richardson
CFO Executive Information Services

John Gese
Kitsap County Sheriff

DocuSigned by:
Gregg Merlihan
0A02924E480642C...
Gregg Merlihan
SEVP Executive Information Services

DocuSigned by:
Jeff Pugh
BC3899566D4E41C...
Jeff Pugh

EVP Executive Information Services

DATED this ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



EIS SSLA

ATTACHMENT A

Sales, Service and License Agreement

THIS SALES, SERVICE AND LICENSE AGREEMENT (“EIS SSLA”) is made and entered into this __ day of ____, 2020 (the “**Effective Date**”), by and between Kitsap County, a Washington state municipal corporation, located at 614 Division St. (hereinafter “**COUNTY**”), and Executive Information Services, Inc., a Nevada Corporation located at 1396 NE 20th Ave. Suite 100, Ocala, FL 34470 (hereinafter “**CONTRACTOR**”).

RECITALS

WHEREAS, (a) the CONTRACTOR is the owner of certain software products and related services and COUNTY wishes to use such software products and related services; and (b) CONTRACTOR has agreed to license such software to COUNTY and to perform such related services for COUNTY on the terms and conditions set out in the Contract and this EIS SSLA.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Interpretation.

- (a) **Definitions.** In this EIS SSLA, the following expression shall have the meanings indicated below, unless otherwise defined in the KC 561-20 Public Safety Records and Jail Records Management System Contract (“**Contract**”):

“**Agency**” means any public agency, other than Kitsap County or Agency Partner (as defined in the Contract);

“**Agency Partner(s)**” means the City of Bremerton Police Department, the City of Bainbridge Island Police Department, the Suquamish Police Department for the Port Madison Indian Reservation, the City of Port Orchard Police Department, and the City of Poulsbo Police Department. Agency Partners shall include any employee of an Agency Partner that have been authorized by the Agency Partner to have access to the Software by way of any type of interface (for example, graphical user interface or browser user interface) and who are bound by confidentiality obligations at least as protective of CONTRACTOR’S Confidential Information as the terms of this EIS SSLA;

“**Agency Partner Task Force**” means members of a joint task force that includes an Agency Partner;

“**Authorized Site(s)**” means those designated sites of the County and Agency Partners that are owned or controlled by the County or such Agency Partner as applicable as specified in Schedule “A”;

“**Client Side Software**” means those modules of the Software that reside on client side hardware that are licensed on a per Agency Partner basis as specified in Schedule “A”;



“Confidential Information” means the Software, and any information which is confidential in nature or that is treated by Contractor as being confidential which is disclosed by Contractor or obtained by COUNTY in connection with this EIS SSLA, whether such information is in oral, written, graphic or electronic form, which: is (i) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (ii) known by the COUNTY to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party's employees or independent contractors who have not had access to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction. The contracts between the parties and all schedules and attachments are not Confidential Information;

“Defect” means a material program error that causes the Software to crash, or program algorithms or logic that produce material incorrect results or fails to function in all material respects in accordance with the specifications in the SOW. Defects pertain to the intended operation of EIS Software as delivered to COUNTY, but do not pertain to subsequent errors brought about by Infrastructure changes made by COUNTY. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data;

“Documentation” means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided that have been provided by and generated by or on behalf of the CONTRACTOR to COUNTY, as may be amended or supplemented from time to time and delivered to COUNTY by CONTRACTOR;

“EIS External Agency Application(s)” means the object code version of the Contractor software identified in Schedule “A” as external agency applications and includes any Updates or Upgrades and any customizations or enhancements to the foregoing as described in the Statement of Work that have been provided to the County as part of the Support Services. Third Party Software is not included in the definition of EIS External Agency Applications except where this EIS SSLA explicitly states otherwise;



“EIS Minimum Requirements” means the minimum required hardware, software and network components and configurations as specified in the EIS published minimum standards document, as amended by EIS from time to time, with six months prior written notice to the COUNTY, and made available on the www.goeis.net website or, where applicable, as specified in a SOW;

“EIS Public Access Applications” means the object code version of the Contractor software identified in Schedule “A” as public access applications and includes any Updates or Upgrades and any customizations or enhancements to the foregoing as described in the that have been provided to the COUNTY as part of the Support Services. Third Party Software is not included in the definition of EIS Public Access Applications except where this EIS SSLA explicitly states otherwise;

“External User(s)” means a user that is not a User or an Agency Partner;

“Fees” means the License Fees, Services Fees, and other fees set out in Schedule “B”;

“Intellectual Property Rights” means any proprietary right including, but not limited to, those provided under: (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this EIS SSLA, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how;

“License Fees” means the software license fees set out in Schedule “B”;

“Maximum Active Instances” means the number of active instances of each module of the Software that has been licensed by the County as specified in Schedule “A”;

“Personally Identifiable Information or PII” means information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number (SSN), biometric records, , etc. alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.;

“Product” means the Software and Services;

“Services” means the installation, implementation, data migration, training, and other professional services to be provided by CONTRACTOR to COUNTY as described in a Statement of Work;

“Services Fees” means the implementation services fees, training, and travel fees set out in Schedule “A”;



“Software” or **“Licensed Software”** means the object code format of the CONTRACTOR software products that are listed in Schedule “A” and includes any Updates or Upgrades that have been provided to COUNTY as part of the Support Services. Third Party Software is not included in the definition of Software except where this EIS SSLA explicitly states otherwise. Software or “Licensed Software” includes the EIS External Agency Applications and the EIS Public Access Applications and consists of both Server Side Software and Client Side Software modules;

“Server Side Software” means those modules of the Software that reside on servers (either physical or virtual) that are licensed on a per instance basis at an Authorized Site as specified in Schedule “A”.

“Statement of Work” or **“SOW”** means a written statement of work attached to the Contract as Attachment “B” that sets out a description of Services to be provided by CONTRACTOR to COUNTY;

“Support Services” means maintenance and support services to be provided by CONTRACTOR subject to the payment of applicable fees, pursuant to the terms and conditions of the EIS Support Services Agreement attached as Attachment “D” to the Contract;

“Third Party Software” means third party software products licensed to COUNTY by the applicable third-party licensors. Future Releases of the Software may require alternate third-party software to be upgraded or licensed by COUNTY, which will be subject to a third-party license agreement between COUNTY and the relevant third-party software licensor;

“Updates” means the object code format of any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that CONTRACTOR makes available to its customers as part of its Support Services for no additional fees;

“Upgrades” means a major overhaul of the Software in object code format which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software, that CONTRACTOR makes generally available to its customers which may be subject to the payment of additional fees as determined by CONTRACTOR in its sole discretion; and

“User(s)” means any employee of COUNTY, an individual acting as a volunteer on behalf of COUNTY, or any of COUNTY’s legal agents that have been authorized by COUNTY in accordance with the terms of Section 6 of this EIS SSLA to have access to the Software by way of any type of interface (for example, graphical user interface or browser user interface) and who are bound by confidentiality obligations at least as protective of CONTRACTOR’S Confidential Information as the terms of this EIS SSLA.



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b) **Schedules.**

The Schedules described below and attached to this EIS SSLA shall be deemed to be integral parts of this EIS SSLA.

- Schedule "A" - Description of Products; Fees
- Schedule "B" - Payment Schedule
- Schedule "C" - Software and Services Cost Proposal

In the event of any conflict or inconsistency between the terms and conditions in the main body of this EIS SSLA and the terms and conditions in any Schedule, the terms and conditions of the main body of this EIS SSLA shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. **Term of EIS SSLA.** The term of this EIS SSLA shall commence on the Effective Date and subject to earlier termination in accordance with Section 16 shall be coterminous with the Contract.
3. **Performance of Services.** Services will be provided to COUNTY in accordance with the Contract and SOW. COUNTY agrees to provide the resources and perform the responsibilities assigned to it in a SOW in a timely manner in accordance with any applicable milestone dates, any failure by COUNTY to do so shall not relieve COUNTY of any payment obligation. Delivery and implementation of products and services itemized in Schedule "A" will be coordinated with designated officials of COUNTY and provided on a mutually acceptable schedule to be set forth in such SOW.
4. **Compensation.** In consideration for the provision by CONTRACTOR to COUNTY of the Services and the license rights granted by CONTRACTOR to COUNTY for the Software, COUNTY shall pay CONTRACTOR the Fees in accordance with the payment schedule set forth in Schedule "B" and the payment terms set out in Article 6 of the Contract. COUNTY agrees to pay all sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate which shall be added to each invoice to COUNTY as appropriate.
5. **Travel.** COUNTY shall reimburse Contractor for all reasonable travel and out of pocket expenses set out in Schedule "A". Travel expenses not included in Schedule "A" must be pre-approved in writing by the County prior to commencement of travel.
6. **License.** Subject to terms and conditions of this EIS SSLA including, without limitation, the payment by COUNTY of the Fees, CONTRACTOR hereby grants to COUNTY a personal, perpetual (subject to Section 16 of this EIS SSLA), non-exclusive, non-transferable, revocable limited license:



EIS SSLA

- a. to install the Maximum Active Instances of the Server Side Software for (i) production use and (ii) test and training use on any number of servers (physical or virtual) provided that the Server Side Software may only be installed on an internal network owned or controlled by the County or an Agency Partner at the Authorized Site(s);
- b. to allow Users and Agency Partners to (i) remotely access and use the Server Side Software at the Authorized Site(s); and (ii) install and use the Client Side Software on any hardware device owned or controlled by the Agency Partner in the case of Agency Partners and on any hardware device owned or controlled by the County in the case of Users, solely for the internal business purposes of the Agency Partners provided such Agency Partner enters into a written agreement with the County agreeing to be bound by the terms and conditions of this EIS SSLA and County shall remain responsible for such Agency Partner's compliance with the term and conditions of the Contract;
- c. to install the EIS External Access Applications at the Authorized Site(s) on the limited number of servers licensed by the County as specified in Schedule "A" to this EIS SSLA and to allow External Users to use the EIS External Access Applications on such servers, in object code format only solely to enter data into the EIS External Access Applications, solely for the COUNTY'S internal data processing purposes, provided that such External Users agree to be bound by the terms and conditions of this EIS SSLA and County shall remain responsible for such External Users compliance with the terms and conditions of this EIS SSLA;
- d. to install the EIS Public Access Applications at the Authorized Site(s) on the limited number of servers licensed by the County as specified in Schedule "A" of this EIS SSLA and to allow end users who are members of the general public to access and use the EIS Public Access Applications on such servers in object code format only;
- e. to allow an Agency Partner Task Force to (i) remotely access and use the Server Side Software at the Authorized Site(s); and (ii) install and use the Client Side Software on any hardware device owned or controlled by the Agency Partner Task Force member, solely for the benefit of such Agency Partner Task Force and for no other purpose provided such Agency Partner Task Force enters into a written agreement with the County agreeing to be bound by the terms and conditions of this EIS SSLA and County shall remain responsible for such Agency Partner Task Force's compliance with the term and conditions of the Contract;



- f. to make one copy of the Software in machine-readable form subject to the following: (i) solely for backup purposes provided that COUNTY must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software; (ii) to install and store such copy of the Software on any number of servers (virtual or physical) at the Authorized Site(s); and (iii) to use such copy as needed for recovery purposes as long as the number of active instances of the Software running at any given time does not exceed the Maximum Active Instances; and
- g. to reproduce Documentation, solely for internal use by the County and Agency Partners as reference material and training literature provided all proprietary notices and legends are preserved on such copies, (the "License").

In the event that COUNTY desires to use the Server Side Software at another site or change its Authorized Site(s), COUNTY shall provide CONTRACTOR with written notice thereof, including the location of the new site(s). Except with CONTRACTOR's prior written consent, COUNTY shall use the Server Side Software only at the Authorized Site(s). No access to or use of the Software that is not an EIS External Use Application or EIS Public Access Application is permitted by any other entity or agency except as expressly provided in Section 6.

7. **Restrictions.** Without limiting the generality of Section 8, and in addition to the other restrictions listed therein, COUNTY shall not, and will not allow, direct or authorize (directly or indirectly) any third party to:

(a) decompile, disassemble or otherwise reverse engineer any of the Software or use any similar means to discover the source code or trade secrets contained therein except and only to the extent that applicable law expressly permits, despite this limitation;

(b) modify, translate or create derivate works of the Software or Documentation or merge all or any part of the Software with another program; (iii) give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party;

(c) take any actions that would cause the Software to become subject to any Open Source License or quasi-open source license agreement; (d) use the Software in any manner for purposes of (A) developing, using or providing a competing software product or service; (B) copying any ideas, features, functionality or graphics of the Software; or (C) knowingly allow access to any competitor of CONTRACTOR; and



(e) COUNTY may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

8. **EIS Public Access Applications**

(a) **EIS Public Access Applications.** In the event that COUNTY decides to allow access to and use of the EIS External Agency Applications by External Users and/or to configure the EIS Public Access Applications to enable access to the EIS Public Access Applications by end users that are members of the general public, COUNTY shall comply with all laws, rules and regulations applicable to the use of the EIS External Agency Applications and EIS Public Access Applications including, without limitation, those laws applicable to the protection of PII, privacy and security. Without limiting the generality of the foregoing, County shall:

(a) be solely responsible for ensuring appropriate security and privacy measures are put in place to secure the EIS External Agency Applications and EIS Public Access Applications from unauthorized access; and

(b) be solely responsible for the County's release or disclosure of PII and other information in violation of applicable Law, including without limitation, privacy and security laws applicable to such release, subject to Section 14.2 of the Contract.

(b) **Publication of Data.** COUNTY assumes all risks associated with enabling access to the EIS External Agency Applications and EIS Public Access Applications to third parties, whether such access is made available from within COUNTY's firewall or via the Internet. To the extent that the Constitution and laws of the State of Washington do not permit COUNTY to indemnify the Indemnities (as defined in this Section 9(b) in accordance with any provision of this EIS SSLA, COUNTY agrees to reimburse the Indemnities for any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may incur in connection with any demand, claim, action, suit or proceeding for which any provision under this EIS SSLA would otherwise create an indemnity obligation on the part of COUNTY. Except to the extent not permitted by the Constitution and laws of the State of Washington, COUNTY agrees to defend, indemnify and hold harmless CONTRACTOR, its affiliates, licensors and each of their respective officers, directors, employees, and agents (the "**Indemnities**") from and against all losses, costs, damages, liabilities, and expenses (including reasonable attorney's fees) awarded against the Indemnities by a court of competent jurisdiction in any claim, action, suit or proceeding arising out of or in connection with the use of the EIS External Agency Applications, the EIS Public Access Applications and/or any website operated by or on behalf of COUNTY that displays any part of the EIS Public Access Applications, and the publication, display and use of the information and data described and/or contained on the EIS External Agency



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Applications, the EIS Public Access Applications or such website, including but not limited to any claim with respect to any improper or incorrect use of the information or any defamatory, offensive, or other illegal conduct of External Users, users or third parties.

9. **Third Party Software.** In the event that CONTRACTOR shall distribute to COUNTY any Third Party Software, COUNTY shall pay to CONTRACTOR the license fees listed in Schedule "A" for the Third Party Software in accordance with the payment terms set out in an amended Schedule "A". It is acknowledged by the parties that in the event that any Third Party Software is provided by CONTRACTOR to COUNTY pursuant to this EIS SSLA, such Third Party Software shall be distributed to COUNTY by CONTRACTOR subject to the terms and conditions of the applicable license agreement for such Third Party Software to be entered into directly between COUNTY and the owner/licensor of such Third Party Software. CONTRACTOR makes no warranties, express or implied, with respect to the Third-Party Software, including, without limitation, their merchantability or fitness for a particular purpose and CONTRACTOR accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty COUNTY has with respect to the Third-Party Software shall be solely provided by the Third-Party Software licensor except where this EIS SSLA may expressly state otherwise. The COUNTY shall be responsible for the installation of any Third-Party Software unless otherwise agreed by CONTRACTOR in writing. No Third-Party Software shall be distributed to the County without the prior written consent of the COUNTY as required by Section 13.1 of the Contract.
10. **Audit.** Upon reasonable notice and during normal business hours, COUNTY shall grant CONTRACTOR reasonable physical access to the Authorized Site(s) in order for CONTRACTOR to inspect the Authorized Site(s) and audit COUNTY's use of the Licensed Software. Any such access shall comply with all applicable CJIS security policy requirements. Such audit shall be at CONTRACTOR's expense, however, in the event that the audit reveals that COUNTY is in violation of the usage terms of this EIS SSLA, COUNTY shall reimburse Contractor for such expenses and promptly pay any additional Fees not properly licensed or paid, such fees will be invoiced at CONTRACTOR's then current rate.
11. **Ownership.** The Software, Documentation and related materials are and shall remain the sole and exclusive property of Contractor, its licensors and/or its affiliates and COUNTY acknowledges and agrees that all Intellectual Property Rights therein are and shall remain with Contractor, its affiliates and/or its licensors. Any rights not expressly granted herein are reserved by Contractor. COUNTY may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, the Documentation, and related material supplied by Contractor. COUNTY shall report to Contractor any infringement or misappropriation of Contractor Intellectual Property Rights or other rights in the Software, or the Documentation of which COUNTY reasonably believes has occurred.



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12. **Warranty.**

(a) CONTRACTOR warrants, for the benefit of the COUNTY only, that at the time of completion of delivery and installation of the Product, the Software will operate in material conformity with the functional specifications set forth in the applicable related Documentation supplied in writing by CONTRACTOR as defined in Schedule A. As COUNTY's exclusive remedy for any defect in the CONTRACTOR's Software, CONTRACTOR shall, during the Twelve (12) month period following the Go-Live Date as defined by the Contract ("**Warranty Period**"), provide reasonable good faith efforts to correct and cure such nonconformity or defect of the Software as provided for as part of the Support Services, provided COUNTY notifies CONTRACTOR in writing of such failure(s). The services covered by First Year Support (and subsequent years support that have purchased by COUNTY) shall be defined in CONTRACTOR's Support Services Agreement as attached to the Contract as Attachment "D". Contractor agrees to perform the Services in a professional and workmanlike manner.

(b) **Exclusions to Warranty.** CONTRACTOR shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of CONTRACTOR, including but not limited to:

- (i) Where the installation, integration, modification or enhancement of the Software has not been carried out by CONTRACTOR or its authorized agent, or where COUNTY has taken any action which is expressly prohibited by the Documentation or this EIS SSLA;
- (ii) Any combination of the Software with any software, equipment or services not supplied, recommended or authorized by or on behalf of CONTRACTOR other than the Required Programs;
- (iii) Use of the Software on any system that (i) does not meet any of the EIS Minimum Requirements; or (ii) is not an Authorized Site.
- (iv) User error, or other use of the Software in a manner for which it was not intended or other than as permitted in this EIS SSLA;
- (v) COUNTY's failure to install a new Update which has been released to remedy an error or bug, and which CONTRACTOR has stated to COUNTY is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as CONTRACTOR may determine is important in its sole discretion;



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(vi) CONTRACTOR personnel are not given access as deemed reasonably necessary by Contractor, free, safe, and adequate remote access, or on-site access to the Software during attempts to remedy an error when reasonably requested by the CONTRACTOR;

(vii) COUNTY's failure to upgrade hardware to meet the demands of any Upgrades or improvements in Software functionality; which CONTRACTOR has stated to COUNTY is required within the timeframe as identified in the Contract;

(viii) COUNTY's computer(s), network or other hardware malfunctioned and the malfunction caused the defect, or any other event of force majeure as set out in Section 19(b) ; or

(ix) any failure of the Software due to external causes such as, but not limited to, power failures or electrical surges.

(c) **Warranty on Third Party Software and Hardware.** CONTRACTOR shall use commercially reasonable efforts during the Warranty Period to furnish COUNTY with appropriate updates to Third Party Software, provided and to the extent such corrections or updates are made available to CONTRACTOR from the applicable third party. Further, to the extent permitted by the appropriate manufacturer and applicable law, CONTRACTOR shall pass through to COUNTY the manufacturer(s)' and/or supplier(s)' warranties on all Hardware and Third Party Software. Notwithstanding anything to the contrary set forth in this EIS SSLA, COUNTY'S sole remedy for any nonconformity or malfunction in the Hardware or Third Party Software shall be with its respective manufacturer and/or supplier.

(d) **Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 12(a), THE SOFTWARE IS LICENSED, SERVICES, SUPPORT SERVICES AND ALL DOCUMENTATION AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO COUNTY, "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

CONTRACTOR, ITS AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE DOCUMENTATION, THE SERVICES, THE SUPPORT SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.



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13. **Intentionally Omitted.**

14. **Intellectual Property Indemnification.** (a) CONTRACTOR, at its own expense, will defend COUNTY and pay any amounts finally awarded against COUNTY by a court of competent jurisdiction or agreed to by CONTRACTOR in a settlement approved by CONTRACTOR in advance in any third party claims alleging that the use of the Software by COUNTY in accordance with this EIS SSLA infringes a valid United States patent, trademark or copyright, provided that: COUNTY (i) gives CONTRACTOR prompt written notice of any such claim and full opportunity to defend the same, (ii) has not made any admissions or entered into settlement negotiations either prior to or after providing notice to CONTRACTOR of the applicable claim except with CONTRACTOR's prior written consent; (iii) gives CONTRACTOR sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) provides CONTRACTOR all reasonable assistance and information throughout the claim or proceeding. Contractor shall not settle or compromise any Claim that includes an admission of liability or fault or payment obligation on behalf of the County without the prior written consent of the County, not to be unreasonably withheld.

(b) If the CONTRACTOR Software is subject to a third party claim of infringement, CONTRACTOR may elect to (i) obtain the right of continued use of such CONTRACTOR Software for COUNTY or (ii) replace or modify such CONTRACTOR Software to avoid such claim, at CONTRACTOR'S sole expense. If neither alternative is available on commercially reasonable terms, then, the applicable License will be terminated and no further Fees will accrue.

(c) CONTRACTOR's liability for any claims under this Section 14 shall be reduced to the extent such claim arises from: (i) alterations or modifications to the Software by COUNTY or a third party in any manner whatsoever except with the prior written consent of CONTRACTOR; (ii) combination, integration or use of the Software with third party software (other than the Third Party Software), hardware, or other materials where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this EIS SSLA; (v) compliance with the COUNTY's written instructions or specifications; or (vi) use of the Software after notice from CONTRACTOR that it should cease due to possible infringement.

(d) This Section 16 states the entire liability of CONTRACTOR and COUNTY's sole and exclusive remedies for trademark, copyright, patent and any other intellectual property infringement. The indemnity provisions of this Section 14 shall not apply to any Third Party Software.

15. **Limitation of Liability.**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR, ITS



EIS SSLA

AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EIS SSLA OR THE CONTRACT, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CONTRACTOR, ITS AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND COUNTY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CONTRACTOR IN CONNECTION WITH THE CONTRACT AND THIS EIS SSLA FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT THAT IS EQUAL TO THE (A) THE LICENSE FEES PAID TO CONTRACTOR BY COUNTY IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM.

16. **Termination.** This EIS SSLA may be terminated as follows:

(a) The COUNTY shall have the right to terminate this EIS SSLA , without cause, by giving not less than thirty (30) days' written notice of termination.

(b) The COUNTY or CONTRACTOR may terminate this EIS SSLA at any time, upon written notice to that effect, if the other party breaches a material term of this EIS SSLA and fails to cure such breach within thirty (30) days of written notice of such breach by the non-breaching party.

(c) Either party may terminate this EIS SSLA effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(d) CONTRACTOR may terminate this EIS SSLA effective immediately upon written notice to that effect if COUNTY breaches Section 6 (License), Section 7(Restrictions), Section 11(Ownership),



EIS SSLA

Section 17 (Confidentiality) or any Intellectual Property Right of CONTRACTOR.

(e) This EIS SSLA shall automatically terminate in the event that the Contract is terminated.

17. **Effects of Termination.** Upon termination of this EIS SSLA:

(a) CONTRACTOR shall be entitled to payment for deliverables in progress including expenses incurred; to the extent, work has been performed satisfactorily.

(b) All license rights granted to COUNTY under Section 8 of this EIS SSLA shall cease and COUNTY must destroy all copies of the Software and other Confidential Information of CONTRACTOR in its possession or control and certify the same to CONTRACTOR.

(c) All warranties related to the Software shall automatically terminate and all outstanding Fees owed by COUNTY to CONTRACTOR, shall be immediately due and payable.

18. **Confidentiality.** CONTRACTOR may disclose to COUNTY Confidential Information. COUNTY shall keep the Confidential Information in confidence, and to take those steps that it takes to protect its own confidential and proprietary information, which shall be no less than reasonable, to protect the Confidential Information from unauthorized use, access, copying or disclosure. COUNTY shall not disclose or release such Confidential Information to any third person without the prior written consent of CONTRACTOR except:

- a. to the extent required by applicable law (including without limitation in response to a request under the Public Records Act (chapter 42.56 RCW) in accordance with Section 14.5 of the Contract and CJIS compliance) or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this EIS SSLA, provided that COUNTY shall first give reasonable notice to CONTRACTOR prior to such disclosure so that the Contractor may obtain a protective order or equivalent and provided that the COUNTY shall comply with any such protective order or equivalent;
- b. to authorized employees or agents of COUNTY who have a need to know such information for the purpose of performance under this EIS SSLA and exercising its rights under this EIS SSLA, and who are bound by confidentiality obligations at least as protective of CONTRACTOR's Confidential Information as this EIS SSLA.

COUNTY shall not copy Confidential Information, in whole or in part, except as authorized by CONTRACTOR in writing. COUNTY acknowledges that unauthorized disclosure of Confidential



EIS SSLA

Information may cause substantial economic loss to CONTRACTOR and/or its vendors, suppliers and licensors and CONTRACTOR is entitled to obtain injunctive or other equitable relief in connection therewith.

All Proprietary Information shall remain the property of CONTRACTOR or its vendors, suppliers, and licensors, as the case may be. Any ideas, concepts, inventions, know-how, data processing techniques, software, Documentation, diagrams, schematics, blueprints or other materials developed by CONTRACTOR personnel (alone or jointly with COUNTY) in connection with this CONTRACT shall be the exclusive property of CONTRACTOR.

19. **General**

(a) **Marketing.** CONTRACTOR may reference COUNTY as a user of the Software and Services subject to County's prior written approval of all marketing material in which COUNTY is referenced.

(b) **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of EIS SSLA by reason of any default, delay, or failure to perform any of their respective obligations in relation to the EIS SSLA, if the delay or failure was due to any cause beyond the party's reasonable control and without fault or negligence. Circumstances deemed to be beyond the control of the parties hereunder include, without limitation, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay or as otherwise agreed to in writing by the parties.

(c) **Notice.** Any notices, demands and other communications required by this EIS SSLA will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party at the address below. Notice will be deemed to be given five days following the date of mailing, or immediately if personally served. Each party will designate a contract representative, which may be changed by providing 15 days' prior notice to the other party.

TO CONTRACTOR: Executive Information Services, Inc.
 1396 NE 20th Ave. Suite 100
 Ocala, FL 34470

WITH A COPY TO: N. HARRIS COMPUTER CORP.
 1 Antares Drive, Suite 400
 Ottawa, Ontario K2E 8C4



Attention: General Counsel
 Telephone: 613-226-5511, Ext. 2149

TO County's Representatives:

Administrative Lieutenant
 Kitsap County Sheriff's Office
 614 Division Street
 Port Orchard, WA 98366

Director, Information Services Dept
 Kitsap County
 614 Division Street
 Port Orchard, WA. 98366

(d) **Entire Agreement.** This EIS SSLA (including the Schedules attached hereto, the Statement of Work attached as Attachment B to the Contract and the Contract together with Attachments to the Contract) sets forth the entire agreement and understanding between the parties with respect to its subject matter and supersedes all previous communications, proposals, negotiations, representations, understandings and arrangements, either oral or written, between the parties with respect to the subject matter hereof. The terms, provisions or conditions of any purchase order or other business form or written authorization used by COUNTY will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this EIS SSLA, regardless of any failure of CONTRACTOR to object to those terms, provisions or conditions.

(e) **Severability.** If any provision of this EIS SSLA is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this EIS SSLA shall remain in full force and effect.

(f) **Modification.** This EIS SSLA may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both COUNTY and CONTRACTOR.

(g) **Governing Law; Venue.** The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington or in a federal court nearest to Kitsap County, unless otherwise required by law.

(h) **Mediation.** Except where the Contract explicitly states that this Section does not apply, the parties



EIS SSLA

agree to submit any claim, controversy or dispute arising out of or relating to this EIS SSLA or the relationship created by this EIS SSLA to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location in Kitsap County or such other mutually agreed upon location; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator, unless otherwise agreed to by the parties. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(i) **Counterparts.** This EIS SSLA may be executed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one agreement.

(j) **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this EIS SSLA and the Contract and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

(k) **Allocation of Risk.** County acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this EIS SSLA are fundamental elements of the basis of the bargain between Contractor and County and set forth an allocation of risk reflected in the fees and payments due hereunder.

(l) **Survival.** Upon expiry of this EIS SSLA and provided County has paid all Fees, Section 6 of this SSLA shall survive and continue conditional upon County's (and all Agency Partners', Agency Task Forces', and External Users') ongoing compliance with all of the terms and conditions of this EIS SSLA, and all of the obligations of the County set out in this EIS SSLA shall survive and continue for so long as the County continues to exercise the license rights granted in Section 6. In addition to the foregoing, the following sections and articles shall survive the termination or expiration of this EIS SSLA: Sections 1,



EIS SSLA

4, 5, 7-11, 12(b), 12(c), 12(d), 14, 15, 17-19 and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder; unless and until waived expressly in writing by the party to whom they are the benefit.

(m) **Waiver.** A waiver of a default of any part, term, or provision of this EIS SSLA or failure to enforce any provision of this EIS SSLA shall not be construed as a waiver of any subsequent default or as a waiver of the part, term, or provision itself. All waivers must be in writing.

IN WITNESS WHEREOF the parties hereto have caused this EIS SSLA to be executed as of the Effective Date.

DATED this ___ day of _____, 2022.

Executive Information Services, Inc.

KITSAP COUNTY

DocuSigned by:

Todd Richardson

Todd Richardson

CFO Executive Information Services

John Gese

Kitsap County Sheriff

DocuSigned by:

Gregg Merlihan

Gregg Merlihan

SEVP Executive Information Services

DocuSigned by:

Jeff Pugh

Jeff Pugh

EVP Executive Information Services

DATED this ___ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

EIS SSLA



CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Schedule A PROJECT DELIVERABLES & SERVICES

Product

The Software and Services are set out below and itemized in the Pricing Proposal Number: 190201 Rev 5

Dated June 7, 2021

Application Software			
Part #	Description	License Level	Quantity
Law Records Management			
RMSSVD	RMS Application Software - Sheriff	Agency	1
RMSSVA	RMS Application Software - Port Orchard PD	Agency	1
RMSSVB	RMS Application Software - Bainbridge Island PD	Agency	1
RMSSVC	RMS Application Software - Bremerton PD	Agency	1
RMSSVA	RMS Application Software - Poulsbo PD	Agency	1
RMSSVAA	RMS Application Software - Suquamish PD	Agency	1
RMSSVAA	RMS Application Named County Task Force (KCERT, WESTNET)	Agency	1
MATX-	M2 Data Switch – Sheriffs	Instance	1
WACICQ	WACIC Inquiry Adapter	Instance	1
WACICE	WACIC Entry Adapter	Instance	1
INTTRIT	Intergraph (CAD Import - Leads Link)	Instance	1
INTTRITa	Intergraph (CAD Query)	Instance	1
EONQE	EvidenceOnQ Export	Instance	6
SECTORCIT	SECTOR Citation Import Processor	Instance	1
SECTORACC	SECTOR Accident Import Processor	Instance	1
RMSLVS	RMS LiveScan Interface (CrossMatch) CHL	Instance	1
TXTDAT	Text to Data Engine	Instance	1
AAMVDAT	WA DL License Data Map Template (RMS)	Instance	1
AAMVDAT	OR DL License Data Map Template (RMS)	Instance	1
AAMVDAT	CA DL License Data Map Template (RMS)	Instance	1
AAMVDAT	ID DL License Data Map Template (RMS)	Instance	1
AAMVDAT	Federal Military Data Map Template (RMS)	Instance	1
CASMAPC	Map Application Server Software	Instance	1
Jail Management			
JMSSVD	JMS Application Software	Agency	1
JMSASP	JMS Public Viewer	Instance	1
JMSPREBOOK	JMS Pre-Booking	Instance	1
JMSLVS	JMS LiveScan Interface (CrossMatch)	Instance	1
JMSCOM	JMS Inmate Phone Initiation Interface (Telmate)	Instance	1
JMSKEF	JMS Inmate Commissary Interface (Keefe)	Instance	1
JMSN-WAC	WACIC Integration Adapter JMS*	Instance	1
JMSNAPCEMR	NaphCare Export Interface	Instance	1



JMSNPCOMP	Classification System Interface (Compass NorthPointe)	Instance	1
AAMVDAT	WA DL License Data Map Template (JMS)	Instance	1
AAMVDAT	OR DL License Data Map Template (JMS)	Instance	1
AAMVDAT	CA DL License Data Map Template (JMS)	Instance	1
AAMVDAT	ID DL License Data Map Template (JMS)	Instance	1
AAMVDAT	Federal Military Data Map Template (JMS)	Instance	1
JMSEMUG	Enhanced Mugshot Capture	Agency	1
JMSWLHS	PocketJMS Software	Agency	1

Project Services

Project Services - Installation and Technical Services

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
SRVH1	Project Management & Coordination Services	480
SRVH2	Technical Services	300
SRVH3	On-Site Installation	120
SRVH4	Documentation & Reporting Services	80
SRVH6	System Configuration Services	120
SRVH10	Remote Technical Services	180
SRVH12	System Integration Testing	80
SRVH11	System Functional Testing	100

Project Services - Training

<u>Part #</u>	<u>Description</u>	<u>Classes</u>
SRVH7	RMS Administration Training	2
SRVH7	RMS User Training	17
SRVH8	JMS Administration Training	1
SRVH9	JMS User Training	8

Project Expenses - Fixed Rate Project Basis

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
SRV5	Travel & Per Diem	Project

Project Expenses - Data Migration

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
SRVH5	Data Conversion - Intergraph RMS	Project
SRVH5	Data Conversion - Intergraph JMS	Project

Software Support Services

Software Support

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
-	System Support (12 Months from System Go-Live) - Standard 7X24	1
SUPPA	Annual support services per support schedule (Schedule B of this SSLA).	



Schedule B

Payment Schedule

Contract Software and Professional Services	\$_1,103,200.00__ USD
2 nd year support	\$_120,540.00__ USD
3 rd year support	\$_120,540.00__ USD
Total Contract Value:	\$_1,344,280.00__ USD

Payment Schedule

Hardware:	None in project	
Software and Services	Per Milestone	
Due on signing of contract	40%	441,280.00
Due on Acceptance of Project Plan	20%	220,640.00
Due on JMS Go-Live	15%	165,480.00
Due on RMS Go-Live	15%	165,480.00
Due at Final Acceptance	10%	110,320.00
		1,103,200.00

Calculated Support Costs for On-going Support and Maintenance

	First Year	2nd Year	3rd Year	4th Year	5th Year
Support Cost	Included	\$ 120,540.00	\$ 120,540.00	\$ 126,567.00	\$ 132,895.35



Schedule C
Sales Cost Proposal

SCHEDULE C - EIS SSLA

Executive Information Services, Inc. 1396 NE 20th Ave. Suite 100 - Ocala - FL - 34470 - Phone: (856) 701-6107

PRICING PROPOSALAgency: **Kitsap County Sheriffs Office**Proposal Number: **190201 Rev 5**Address: **614 Division St**Proposal Modification Date: **June 7, 2021**Address: **Port Orchard, WA 98366**Proposal Expiration Date: **August 3, 2021**Contact: **Diane Rodman (DRodman@co.kitsap.wa.us)**Prepared By: **A. Missler**Telephone: **360.337.4969**PR SOW: **V3 6/7/2021****PS.NET System Components**

	<u>Software Licensing</u>	<u>Services</u>	<u>2nd Year Support</u>
PS.NET RMS Software	\$300,000.00		\$45,000.00
Mapping/GIS Software	\$14,000.00		\$2,100.00
M2 Message Switch	\$26,600.00		\$3,990.00
WACIC Interface Message Collection	\$62,000.00		\$9,300.00
RMS Interfaces	\$132,000.00		\$19,800.00
Jail Management Software - Main Jail	\$184,000.00		\$27,600.00
Jail Management Interface	\$58,400.00		\$8,160.00
Jail Management Advanced Imaging Module	\$6,600.00		\$990.00
Jail Management Wireless JMS Module	\$24,000.00		\$3,600.00
Installation & Training Services		\$245,600.00	
Data Conversion - Estimate Intergraph		\$50,000.00	
	\$807,600.00	\$295,600.00	\$120,540.00
SUB-TOTAL		\$1,103,200.00	
FY Support		Included	
SW & SER TOTAL		\$1,103,200.00	\$120,540.00

- Pricing does not include applicable state and local tax.

Executive Information Services, Inc. 1396 NE 20th Ave. Suite 100 - Ocala - FL - 34470 - Phone: (856) 701-6107

PRICING PROPOSAL

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Prepared By: **A. Missler**

PR SOW: **V3 6/7/2021**

PS.NET System Components

PS.NET Law Records Software

Law Enforcement Records Management System Soft.

BASE LAW RMS MODULES

- SYSTEM SECURITY
- MASTER NAME INDEX
- MASTER VEHICLE INDEX
- MASTER PROPERTY INDEX
- MASTER LOCATION INDEX
- PERSONNEL
- INCIDENT
- ACCIDENT

- FIELD CONTACT/INTERVIEW
- PERMITS
- PROPERTY
- REGISTRANTS/PAROLEES
- MAJOR CRIME OFFENDER REGISTRATION
- RESTRAINING ORDERS
- MULTI-MEDIA CATALOG
- QUERY
- REPORTS

- CASE ASSIGNMENT/TRACKING
- BOOKING
- CITATION
- ARREST/PRE-BOOKING
- WARRANTS
- INCIDENT APPROVAL
- CALLS FOR SERVICE
- CAPITAL EQUIPMENT INVENTORY
- WA IBR COMPLIANT REPORTING

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	<u>SOW Ref. ID</u>
RMSSVD	RMS Application Server Software - Sheriff	\$134,000.00	1	\$134,000.00	\$20,100.00	SFTW1
RMSSVA	RMS Application Server Software - Port Orchard PD	\$24,000.00	1	\$24,000.00	\$3,600.00	SFTW1
RMSSVB	RMS Application Server Software - Bainbridge Island PD	\$38,000.00	1	\$38,000.00	\$5,700.00	SFTW1
RMSSVC	RMS Application Server Software - Bremerton PD	\$64,000.00	1	\$64,000.00	\$9,600.00	SFTW1
RMSSVA	RMS Application Server Software - Poulsbo PD	\$24,000.00	1	\$24,000.00	\$3,600.00	SFTW1
RMSSVAA	RMS Application Server Software - Suquamish PD	\$16,000.00	1	\$16,000.00	\$2,400.00	SFTW1
RMSSVAA	RMS Application Named County Task Force(s)	Included	1		\$0.00	SFTW1
PS.NET RMS Software				\$300,000.00	\$45,000.00	

M2 Message Switch

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	
MATX-	M2 Data Switch - Sheriffs	\$26,600.00	1	\$26,600.00	\$3,990.00	SFTW3
WACICQ	** Please review WACIC Key Detail for listing					INTER11

PRICING PROPOSAL

Agency: **Kitsap County Sheriffs Office**

Address: **614 Division St**

Address: **Port Orchard, WA 98366**

Contact: **Diane Rodman (DRodman@co.kitsap.wa.us)**

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Prepared By: **A. Missler**

PR SOW: **V3 6/7/2021**

WACICE		** Please review WACIC Key Detail for listing								
		Message Switch		\$26,600.00		\$3,990.00				INTER11
RMS Interfaces										
<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>		<u>Support - Std</u>				
INTTRIT	Intergraph (CAD Import - Leads Link)	\$17,600.00	1	\$17,600.00		\$2,640.00				INTER9
INTTRITa	Intergraph (CAD Query)	\$5,000.00	1	\$5,000.00		\$750.00				INTER9a
EONQE	EvidenceOnQ Export	\$6,000.00	6	\$36,000.00		\$5,400.00				INTER15
SECTORCIT	SECTOR Citation Import Processor	\$22,000.00	1	\$22,000.00		\$3,300.00				INTER13
SECTORACC	SECTOR Accident Import Processor	\$24,600.00	1	\$24,600.00		\$3,690.00				INTER12
RMSLVS	RMS LiveScan Interface (CrossMatch) CHL	\$5,000.00	1	\$5,000.00		\$750.00				INTER2
LInX	LInX	Provided By LInX								INTER10
TXTDAT	Text to Data Engine	\$8,800.00	1	\$8,800.00		\$1,320.00				INTER14
AAMVDAT	WA DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00				INTER14
AAMVDAT	OR DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00				INTER14
AAMVDAT	CA DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00				INTER14
AAMVDAT	ID DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00				INTER14
AAMVDAT	Federal Military Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00				INTER14
		Interface		\$132,000.00		\$19,800.00				
Mapping/GIS Software										
<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>		<u>Support - Std</u>				
CASMAPC	Map Application Server Software*	\$14,000.00	1	\$14,000.00		\$2,100.00				SFTW7
	* Requires appropriate mapping base software and geoLayer									
		Map Sub-System		\$14,000.00		\$2,100.00				
				Estimated RMS Software Total	\$472,600.00	\$70,890.00				

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<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quaintly</u>	<u>TOTAL</u>	<u>Support - Std</u>	<u>SOW Ref. ID</u>
JMSSVD	JMS Application Software	\$164,000.00	1	\$164,000.00	\$24,600.00	SFTW2
JMSASP	JMS Public Viewer	\$2,000.00	1	\$2,000.00	\$300.00	SFTW6
JMSPREBOOK	JMS Pre-Booking	\$18,000.00	1	\$18,000.00	\$2,700.00	SFTW4
			JMS Base	\$184,000.00	\$27,600.00	

Jail Management Interface

JMSLVS	JMS LiveScan Interface (CrossMatch)	\$6,000.00	1	\$6,000.00	\$900.00	INTER1
JMSCOM	JMS Inmate Phone Initiation Interface (Telmate)	\$8,000.00	1	\$8,000.00	\$1,200.00	INTER3
JMSKEF	JMS Inmate Commissary Interface (Keefe)	\$8,000.00	1	\$8,000.00	\$1,200.00	INTER4
	SCAAP reporting Interface	Included				SFTW2
	SSA Report Interface	Included				INTER7
	VINES - Provided directly by Apriss - NC EIS	Included				INTER5
JMSN-WAC	WACIC Integration Adapter JMS*	\$6,000.00	1	\$6,000.00	\$900.00	INTER11
JMSNAPCEMR	NaphCare Export Interface	\$8,000.00	1	\$8,000.00	\$1,200.00	INTER6
JMSNPCOMP	Classification System Interface (Compass NorthPointe)	\$18,400.00	1	\$18,400.00	\$2,760.00	INTER8
AAMVDAT	WA DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	OR DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	CA DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	ID DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	Federal Military Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
			JMS Interface	\$58,400.00	\$8,160.00	

* Required M2 Switch with WA State interface

Jail Management Advanced Imaging Module

					<u>Support - Std</u>	
JMSEMUG	Enhanced Mugshot Capture	\$6,600.00	1	\$6,600.00	\$990.00	SFTW2

Executive Information Services, Inc. 1396 NE 20th Ave. Suite 100 - Ocala - FL - 34470 - Phone: (856) 701-6107

PRICING PROPOSAL

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 Address: **Port Orchard, WA 98366**
 Contact: **Diane Rodman (DRodman@co.kitsap.wa.us)**
 Telephone: **360.337.4969**

Proposal Number: **190201 Rev 5**
 Proposal Modification Date: **June 7, 2021**
 Proposal Expiration Date: **August 3, 2021**
 Prepared By: **A. Missler**
 PR SOW: **V3 6/7/2021**

Imaging Components	\$6,600.00	\$990.00
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Jail Management Wireless JMS Module

Support - Std

JMSWLHS	PocketJMS Software	\$24,000.00	1	\$24,000.00
***	Required Wireless Windows Mobile Device with Bar code reader			

\$3,600.00

SFTW5

Wireless Software Components	\$24,000.00	\$3,600.00
-------------------------------------	--------------------	-------------------

Estimated Jail Software Total	\$273,000.00	\$40,350.00
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PS.NET System Components

M2 Message Switch - WACIC Message Keys

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	
WACICQ	WACIC Inquiry Adapter (Includes 7 Standard Keys)	\$12,600.00	1	\$12,600.00	\$1,890.00	INTER11
	QA – Stolen Article	inc.				
	QH - Criminal History record	inc.				
	QG – Stolen Gun	inc.				
	QR – Criminal History by SID/FBI#	inc.				
	QW - WACIC/NICIC Persons file plus WA DOL check	inc.				
	QV – Stolen Vehicle	inc.				
	QB – Query Boat	inc.				
WACICE	WACIC Entry Adapter (Includes 7 Standard Keys + FF)	\$24,600.00	1	\$24,600.00	\$3,690.00	INTER11
	EAS – Stolen Article	inc.				
	EBS - Stolen Boat	inc.				
	EGS – Stolen Gun	inc.				
	EME – Missing Person Endangered	inc.				
	EPO – Protection Orders	inc.				
	EVS – Stolen Vehicle	inc.				
	EWf – Wanted Person Felon	inc.				
	FF - WACIC Pass-through Free form general Key	inc.				
WACIC ADD MSG KEYS						
	QWH - Criminal History plus WACIC/NCIC person files	\$1,200.00	1	\$1,200.00	\$180.00	INTER11
	DW - Enter Detainer Warrant	\$1,600.00	1	\$1,600.00	\$240.00	INTER11
	RV– DOL VIN/License Inq.	\$1,200.00	1	\$1,200.00	\$180.00	INTER11
	DNQ – Query Out of State driver license	\$1,200.00	1	\$1,200.00	\$180.00	INTER11
	F/FN/FP - Weapon/Concealed Pistol License file checks	\$1,400.00	1	\$1,400.00	\$210.00	INTER11
	- F - DOL Gun Reg					

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- FN - DOL Gun Reg						
- FP - DOL Gun Reg						
SPO – Notice of Service Protection Order	\$1,600.00	1	\$1,600.00	\$240.00	INTER11	
QPO – Query Protective Order	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
D – Driver Inquiry	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
DQG – Regional Drivers Query	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EDP – Add State Index NCIS	\$1,600.00	1	\$1,600.00	\$240.00	INTER11	
QWS – Query Wanted State	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
QI – Criminal History Inquiry	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EA / EASN – Enter Stolen Article (Sup to EAS Already Inc.)	\$600.00	1	\$600.00	\$90.00	INTER11	
EMD - Enter Missing Person Disabled	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMDC – Enter Missing Disable Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMEC - Enter Missing endangered Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMJC - Enter Missing Juvenile Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMO - Enter Missing Other	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMOC - Enter Missing Other Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
DQI - ?? DQ is typically a drivers query, however I cannot find	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
Estimated RMS Software Total			\$62,000.00	\$9,300.00		

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Professional Services
Project Services - Installation

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>			
SRVH1	Project Management & Coordination Services	\$100.00	480	\$48,000.00	PO, PP, INS & DEV
SRVH2	Technical Services	\$120.00	300	\$36,000.00	PO, PP, INS & DEV
SRVH3	On-Site Installation	\$120.00	120	\$14,400.00	PO, PP, INS & DEV
SRVH4	Documentation & Reporting Services	\$90.00	80	\$7,200.00	PO, PP, INS & DEV
SRVH6	System Configuration Services	\$120.00	120	\$14,400.00	PO, PP, INS & DEV
SRVH10	Remote Technical Services	\$90.00	180	\$16,200.00	PO, PP, INS & DEV
SRVH12	System Integration Testing	\$120.00	80	\$9,600.00	PO, PP, INS & DEV
SRVH11	System Funtional Testing	\$120.00	100	\$12,000.00	PO, PP, INS & DEV
Installation Services Total				\$157,800.00	

Project Services - Training

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>	<u>Units</u>		
SRVH7	RMS Administration Training	\$1,400.00	2	\$2,800.00	TRN3
SRVH7	RMS User Training	\$1,400.00	17	\$23,800.00	TRN4
SRVH8	JMS Administration Training	\$1,400.00	1	\$1,400.00	TRN1
SRVH9	JMS User Training	\$1,400.00	8	\$11,200.00	TRN2
Training Services Total				\$39,200.00	

Project Expenses

SRV5	Travel & Per Diem			\$48,600.00	AGGR.
Install & Training Expenses Total				\$48,600.00	
Installation and Training Total				\$245,600.00	

Training Calculation			
Application	Users	Class Size	Classes
RMS (Estimated users)	267	16	17
JMS (Estimated users)	100	12	8

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Data Conversion - Estimate Intergraph

Any preliminary pricing included in this proposal is merely provided as an estimate of possible cost and to provide your agency with any overview of how EIS conducts data conversion development. Detailed information, including a sample of your data output is required regarding your project and database to determine a firm, fixed cost proposal.

SRVH5	Data Conversion - Intergraph RMS	24,000	DCON 1
SRVH5	Data Conversion - Intergraph JMS	26,000	DCON 2 & 3
SRVH5	Data Conversion Services provided at standard rate of \$120.00/hour USD.		

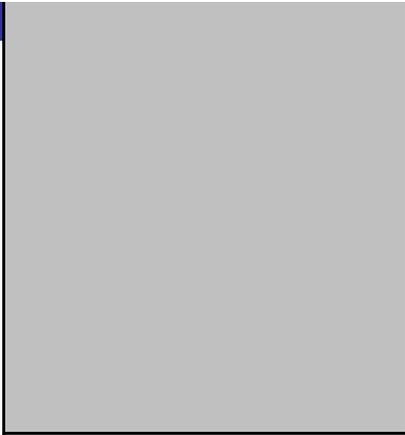
**Anticipated conversion data from existing system assuming standard Intergraph systems

EIS Responsibilities

- a. Conduct the Data Discovery phase of the project by working with Customer subject matter expert(s) to complete a data field mapping.
- b. Develop the conversion code.
- c. A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert will still be kept in a notes field for historical reference.
- d. Provide to the Customer example conversion data in the form of a useable EIS/PS.NET database.
- e. Project Manager will assist in the data review with the Customer and define Data Acceptance tests.
- f. Redevelop the conversion code as specified by change request during the Review and Sign-Off phase.

Agency Responsibilities

- a. Provide conversion database(s) to EIS as mutually agreed.
- b. Provide subject matter expert(s) who know the data being converted. The subject matter expert(s) will work with EIS during the Data Discovery and Review and Sign-Off phases.
- c. Review the example conversion data and provide change requests or sign-off within thirty (30) business days.
- d. After completion, any changes to the data must be made by manual data entry by the Customer or agree to a Change Order.
- e. Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS PS.NET system.
- f. Provide final Customer conversion database(s) and, if this data conversion is into an existing EIS/PS.NET system, the current PS.NET for the final conversion run.



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PS.NET System Support Matrix

System Support Cost Calculations

1. EIS warrants the system software, customizations and services with standard EIS provided tier 1 7X24 warranty service.
2. EIS will provide the first five (5) years of system support services, calculated at our standard support rate. and custom interfaces, based the module price for system software on the products licensed by the Agency.
3. Installation, Training and other Professional Services will not be included in the support calculations.

Calculated Support Costs for On-going Support and Maintenance

	First Year	2nd Year	3rd Year	4th Year	5th Year
Support Cost	Included	\$ 120,540.00	\$ 120,540.00	\$ 126,567.00	\$ 132,895.35

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Notes to Pricing

1. All prices are FOB Destination. Sale prices quoted are exclusive of any state, local, use, or other applicable taxes. Hardware prices do not include shipping charges which will be added to the invoice.
2. All computing hardware, operating systems, database management systems, facility modifications, communications circuits, and network components not expressly provided in this proposal are the responsibility of the Agency.
3. Installation includes application software installation on user supplied computing platform, all table configuration, end-user training, network configuration, and similar activity. Installation also includes general network design consulting, network configuration, and installation and/or configuration of operating system software; including the Windows operating system and Microsoft SQL Server database management system.
4. Agency is responsible for insuring that personnel are available and free of regular duty assignments during scheduled training periods.

ATTACHMENT B

Kitsap County Regional JMS and RMS

STATEMENT OF WORK

Version 3 - 6-7-21

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STATEMENT OF WORK

Kitsap County Regional JMS and RMS

Purpose

The purpose of this document is to define the software and services being provided by EIS Corporation (EIS) to the Kitsap County Sheriff's Office (KCSO), located in Port Orchard, Washington. Due to the scale and scope of the project EIS has divided the implementation tasks between the 2 main systems (Jail and Records). The activities associated with the implementation of each of the major systems have been identified through a set of tasks itemized within this statement of work. Some tasks within this document combine the required activity to a single task to satisfy both systems.

The following Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of an integrated Jail Management System and Law Enforcement Records Management System to support Kitsap County and partnering law enforcement agencies (hereinafter called the "County") Jail/Corrections Management operations and Records Management operations. The system will be composed of the following primary software components, with the installed software being the latest software release that is available at the time of installation. Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems.

Deliverables Overview

The Project Task Section of this document lists and defined the project deliverables that EIS will provide.

- **Project Organization.**

EIS will designate a senior experienced project manager that will be assigned for the duration of the project. This person provides a direct point of contact for the County. Coordinate and conduct the Project Kickoff Meeting. Develop and maintain the joint Project Plan including the Responsibility Matrix. Provide frequent Status Reports as agreed upon by both parties.

1. An EIS Project Manager will be assigned to this project. EIS will designate a senior project manager for the duration of the project as the direct point of contact for the County.

- **Customer Organization Meeting**

1. EIS and County project teams meet to further define the project, review the deliverables, County hardware requirements, and establish an implementation schedule and procedures.

- **Project Specification and Implementation Plan**

The EIS Project Manager shall manage EIS activities through the EIS Project Plan. The EIS Project Plan shall describe tasks, estimated duration, task dependencies and estimated completion dates for tasks defined within the Statement of Work. The EIS Project Plan shall describe the elements and define associated deliverables and resources.

The EIS Project Manager shall coordinate with the County assigned Project Manager to provide a bi-weekly, up-to-date EIS Project Plan to maintain and manage the master project schedule including the development of schedules, determination and assignment of tasks, and schedule adjustments and will be made available for online viewing.

The initial EIS Project Plan shall be developed in conjunction with the County Project Manager upon project commencement and shall be submitted for acceptance. The activities that are scheduled to begin between

submission of the initial EIS Project Plan and acceptance thereof shall not be delayed before acceptance of the initial EIS Project Plan.

1. County and EIS develop and accept a functional Project Plan. The Project Plan will include a project synopsis, project organization and staffing, overview of deliverables, implementation schedule, training plan, data conversion plan, and cut-over and live operation plans.
2. The Project Plan is jointly developed by the EIS Project Manager and County Project Manager, and mutually approved.
3. It is estimated that the full implementation will be completed within fourteen (14) months from date of order. Due to the scope, the implementation may be phased to accommodate individual County schedules and EIS resources.

- **System Preparation**

1. EIS Professional Services Staff will configure the EIS software on the County provided Windows computing platform for the production environment as described in accordance with the deliverables specified within his Statement of Work and provide configuration tasks as specified in the project plan.
2. EIS Professional Services Staff will configure the EIS software on the County provided Windows computing platform for the training environment as described in accordance with the deliverables specified within his Statement of Work and provide configuration tasks as specified in the project plan.
3. All system hardware, operating systems and other 3rd party components required to support the EIS software will be provided by the County.
4. EIS deploys contracted interfaces in accordance with the County approved interface specifications.
5. Complete an initial test data conversion.

- **Installation and Configuration**

1. Installation and Configuration phase is done on site at the County and consists of a concentrated functional review workshop, followed by review sessions as specified in the project plan.
2. EIS will install the system and required interfaces on the customer site.
3. EIS will train the designated County system administrators and KCSO Subject Matter Experts (SME's) in the JMS and RMS system, theory and use.
4. EIS and County staff will configure the initial data tables, workflow, and processes in coordination with County SME's.
5. Perform Data Conversion Testing. Validate and test data conversion for completeness and accuracy in accordance with the agreed upon data migration plan.
6. System documentation, including user manuals, application notes, and machine-readable manuals with rights to reproduce within the agencies.

- **Customer Validation and Testing**

1. Perform Functional Acceptance Testing. JMS system and RMS system installed and operational at the County, for an agreed upon period as defined within the contract, providing an environment for the County to define internal operation policies and validate the system for operational use.

2. County will develop any in-house required procedures or policies for operation of the new system.
3. Complete Configuration Acceptance test with County, live operation transition is scheduled.

- **Live Operation**

1. EIS arrives on site and completes any required updates.
2. County JMS users are trained on the use of the system and training documents are provided.
3. County RMS users are trained on the use of the system and training documents are provided.
4. Final data conversion is completed, and the system converts to live operation upon the Go/No-Go review completion.
5. EIS and County project managers complete the acceptance testing and signoffs.
6. EIS provides stabilization support and go-live assistance.

- **Hardware**

1. Selected Hardware Equipment as specified in Statement of Work, purchase authorizations issued to and accepted by EIS, or approved contract change order.
2. The Kitsap County project does not include the purchase of any hardware by the county from EIS.

- **System Software**

1. Jail Management software suite and supporting applications, interfaces and customizations as listed in this document and in accordance with the detailed responses provided by EIS in association with the items detailed in the SOW.
 - Pocket JMS software to be installed on County provided wireless hardware.
 - JMS Pre-Booking software.
 - JMS Public Viewer software
2. M2 message switch and interface to the State of Washington WACIC system. This interface will provide a defined set of integrated inquiry and entry capabilities for the other subsystems.
3. Records Management software suite and supporting applications, interfaces and customizations as listed in this document and in accordance with the detailed responses provided by EIS in association with the items detailed in the SOW. RMS Includes agency level use licensing for:
 - Kitsap County Sheriff's Office
 - Port Orchard Police
 - Bainbridge Island Police
 - Bremerton Police
 - Poulsbo Police
 - Suquamish Police
 - WestNet Regional Task Force
 - KCIRT Regional OIS Investigations group
4. Regional Mugshot lineup module through the EIS Hosted application suite has been included.

5. Civil Management software is not provided. The Kitsap County Sheriffs utilize a Civil management project provided by Tyler. EIS Civil software is not included. Interface to the existing Tyler Civil software is not included.
6. Property and Evidence is not provided – The County agencies (Sheriff's office and all PD's) currently utilize the Evidence on Q products and will continue to do so for the foreseeable future. EIS Property Management software is not included. Interface to the existing Evidence on Q software has been included.

- **Data Conversion**

1. County Intergraph – Jail data migration (Including attached document images)
2. County Intergraph – Jail Mugshot data migration
3. County Intergraph – Records data migration (Included attached document images)

- **Interfaces**

1. Interfaces to Third Party Systems as Itemized within the interface task elements presented in this SOW.

- **Training Services**

1. Training as agreed in the Implementation Plan, within the training hours purchased by the County.
2. Technical Administrator,
3. End User Administrator,
4. End User

- **System Documentation**

1. Specified System documentation. EIS will provide system documentation in electronic format only.
2. JMS Users Guide
3. RMS Users Guide

Additional Project Information

Substitute Products

EIS, Inc. reserves the right, as part of the requirements stated herein, to provide products and services of equal or better quality, of comparable value and certified for operation with EIS systems that are available at the time of installation or delivery. These substitutions will be at no additional cost to the County, unless the scope of the project is modified by change order as defined in the contract. Deviations and changes to this SOW are subject to mutual agreement between EIS and the County. Any substitutions proposed by EIS must be accepted, in writing, by the County.

Training Information

The County must provide a training location with a maximum of 20 workstations for training that meet the minimum hardware requirements for JMS and RMS. The training location must be free of distractions and

scheduling of staff must be uninterrupted for the duration of the training. County will ensure that a supervisor level staff member is present during each training who can address County policy and procedure questions that arise during the training and are not addressed in the use policy document.

The training schedule will be drawn up as part of the Implementation Plan with assistance from the County Project Manager.

Training assignments will be the responsibility of the County with input from EIS staff on who should be trained on which modules. The County will be responsible to coordinate County personnel to attend scheduled training sessions. Training to include:

1. JMS and RMS End User Administrator Training.
2. Direct End-User training for designated users of the system within the County.
3. System documentation, including user manuals, application notes with rights to reproduce within the agencies.

System Interfaces

Each system interface will be developed and deployed in accordance with the EIS interface specifications accepted by the County. Once accepted, the development interface specification will be the presiding document and be incorporated into the contract forthwith. All interfaces are subject to dependencies and are partially reliant on factors beyond the control of EIS. As such, the deliverable items related to all interfaces are directly dependent on the availability of external resources (connections to foreign systems, data, and other external components). System interfacing will be dependent on the system software up and fully running before a successful interface can be completed by EIS. Delays related to the required dependencies are not the responsibility of EIS.

All interfaces with other products will be completed as quickly as possible, however without the cooperation of the third-party software vendors, implementation could be delayed. This would not be the responsibility of EIS and outside the scope of the SOW. County agrees that the installation of the various interfaces on County hardware that meet the agreed upon specification satisfies the interface requirement regardless of third-party issues and delays.

Change Control Procedures

Change Requests can be initiated by either party. Using the Change Control Form in Exhibit A of the SOW, the Receiving Party will review any change requests, conduct an impact analysis, propose alternative approaches, if any, and advise the Initiating Party of the findings with all associated additional fees and schedule impacts within fifteen (15) business days of the Receiving Party's receipt of any such Change Control Form. Changes shall be made as amendments to the Statement of Work and shall set out the nature of the change, the new fee and schedule, and any other agreed upon services. Amendments shall only be effective when signed by the County and EIS.

The change control form will be developed by EIS for use as required. Once received and reviewed, the receiver will make a determination as to how to proceed with the request:

- a. If the change can be implemented with no substantial change to the scope of the project, the change can be approved at no charge and forwarded to the EIS Project Manager for implementation.
- b. If the change is outside the original design and scope of the project, the change can be approved with an additional charge (if approved) and forwarded to the EIS Project Manager and County for implementation.
- c. Save the change as a future release request (specified date or unspecified date, these requests are not binding and EIS is not committing to provide such a feature.).
- d. Disapprove the change as there is no implementation path supported by the software.

Either EIS or County may request changes to this Statement of Work at any time. Because such changes could significantly affect the cost, schedule, or other critical aspects of the work being performed, both County and EIS must approve each change request in writing prior to implementation. The following change control procedure will be used except as superseded by mutual agreement or other binding procedures:

1. A "Change Request" (CR) prepared in a form and format acceptable to both County and EIS will be the vehicle for communicating change.
2. A "Change Request" must describe the requested change, the rationale for the change, and any anticipated effect or risk the change will have on the contract and/or the work performed under the contract.
4. County and/or EIS should complete all reviews and officially approve or reject an issued "Change Request" within Thirty (30) business days of receipt.
5. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all Change Requests will occur via resolution process mutually selected by and agreeable to County and EIS.

Custom/Project Software Development

The project does include software development services specifically related to deliverable components referenced within this Statement of Work. All development work is performed to modify or enhance existing functions provided within the EIS application software. All software modifications, enhancements or reports developed as part of this project are incorporated into the commercial JMS or RMS product licensed from EIS and is fully owned by EIS. No software modifications, enhancements or reports developed as part of this project shall be construed as a "Work for Hire".

Other Issues

The County is responsible to provide all hardware and software that conforms to the minimum requirements as outlined by EIS in SOW Exhibit B - Minimum Hardware/Software Standards.

Exclusions

EIS implementation is limited to EIS software and services only (and any specifically denoted hardware). Any hardware, communications circuits, system software, or other third-party components not explicitly itemized herein or on related purchase documents are excluded.

Project Organization and Management Tasks

Task PO 1: Project Management

Objective: EIS and County assign project managers for the duration of this project.

Task Description:

Both County and EIS will designate a project manager who will direct the efforts and serve as primary point of contact for the project.

Responsibilities:

EIS will designate a Project Manager who will direct EIS's efforts and serve as the primary point of contact for the County. The responsibilities of the EIS Project Manager include:

- a) Maintain project communications with the County's Project Manager.
- b) Manage the efforts of EIS staff and coordinate EIS activities with the County's project manager for team member taskings.
- c) Resolve deviations from the Project Schedule.
- d) Monitor the project to ensure that support resources are available as scheduled and as identified in the project plan.
- e) Coordinate and oversee the installation of all licensed EIS/EIS application software.
- f) Review and administer agency approved change control procedures through the County's Project Manager, commonly referenced as a "Change Request" (CR), issued by the EIS Project Manager.
- g) Conduct status meetings via teleconference or email with the County's Project Manager and KCSO, to discuss project status and prepare status reports as necessary.
- h) Provide timely responses to issues related to project progress raised by the County's Project Manager.
- i) Working with the County Project Manager, develop and maintain a Project Task List to identify project tasks and deadlines.
- j) Provide copies of the CJIS certifications for EIS staff performing installation, configuration, and maintenance.
- k) – Working with county project manager to identify, manage, and mitigate project risks.

County will designate a Project Manager who will direct the County's efforts and serve as the primary point of contact for the County. The responsibilities of the County Project Manager include:

- a) Maintain project communications with EIS's Project Manager.
- b) Identify the efforts required of County staff to meet the County's task requirements and milestones in the Statement of Work and Project Schedule.
- c) Review the preliminary Project Schedule with EIS's Project Manager and assist EIS in developing a detailed Project Schedule defining the detailed tasks and a schedule of EIS and County responsibilities.
- d) Measure and evaluate progress against the Project Schedule.
- e) Monitor the project to ensure that County support resources are available as scheduled.
- f) Attend status meetings with EIS's Project Manager.

- g) Provide timely responses to issues related to project progress raised by EIS's Project Manager.
- h) Liaison and coordinate with other County agencies, other governmental agencies and the County's contractors.
- i) Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
- j) Approve payments in a timely manner with KCSO based on the terms defined within the contract.
- k) Ensure that all appropriate County personnel attend and actively participate in all project activities.
- l) Assign one or more personnel who will work with EIS staff as needed for the duration of the project, including at least one system administrator, one database administrator and a command staff representative from the KCSO that can make policy decisions.
- m) Work with EIS personnel in designing and approving a project task list as mentioned in the EIS Project Manager Responsibilities.
- n) Provide building access to EIS personnel to all facilities where the system is to be installed during the project. Identification cards should be issued to EIS personnel if required for access to County facilities. County will confirm that the necessary access is in place 24 hours before the arrival of EIS staff along with any required County escorts that may be needed. EIS acknowledges that access to County facilities will be governed by the County's security and access requirements and will cooperate with the County to ensure EIS staff and any subcontractor personal adhere to County access standards.
- o) Provide adequate workspace for EIS personnel to include desks, chairs, worktables, telephone with long distance access, color printer access, and DSL or faster internet connections access is limited to county policy, vendors must adhere.
- p) As applicable to EIS's installation, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to the required permits.
- q) Provide contact names and telephone numbers for the appropriate agencies.
- r) Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service. Ensure a safe work environment for EIS personnel. If problems are encountered with hazardous materials, EIS will immediately halt work and the County will be responsible for the abatement of the problem or EIS and the County will jointly come to a mutual agreement on an alternative solution. EIS will be excused from timely performance of its obligations pending such resolution.
- s) Provide CJIS certified staff and their EIS owned computers network access to the relevant servers for purposes of installation, configuration and maintenance.

Dependencies:

Assignment of Project Managers.

Completion Criteria:

This task is considered complete when the County and EIS assign their designated Project Managers.

Task PO 2: Project Organization Meeting

Objective: Hold Project Organization meeting with designated EIS and County staff.

Task Description: Project Planning and Organization tasks include the establishment of the EIS and County project managers, project team and the provision of a Project Kickoff/Organization Meeting. This activity also identifies and communicates specific project tasks to be undertaken by EIS and County. Timeframes will be established for the development of related project management deliverables under this Statement of Work, including the Project Plan.

The initial project organization meeting is a facilitated work session designed to establish project organization and reporting and to set initial parameters on the overall project implementation. A key objective of this meeting is to provide implementation assistance to County personnel and answer outstanding questions and concerns related to the project.

The objectives of this task are:

1. To introduce all project participants and review roles of key participants;
2. Review contractual requirements and overall scope of the project;
3. Answer key customer questions and address concerns related to the project;
4. Establish a clear chain of communication, authority, and reporting procedure.
5. Review resource and scheduling requirements;
6. Review and collect interface data;
7. Review the implementation procedures and establish a general timeline for the project to include any known administrative delays that may affect project implementation;
8. Finalize Hardware Requirements to support the RMS and JMS system;
9. Acquire information sufficient to begin the development of the following project plans;
 - a. Implementation Plan
 - b. Responsibility Matrix (RACI)
 - c. Training Plan
 - d. Acceptance Test Plan
 - e. Interface Plan
 - f. Conversion Plan
 - g. Production Cut-Over Plan
 - h. Go-Live and Stabilization Plan

Dependencies:

Executed and accepted contract.

Completion Criteria:

This task is considered complete when the on-site Project Kickoff Session has been held with EIS and County representatives in attendance.

Task PO 3: Hardware Requirements and Site Preparation

Objective: Validate and finalize the County's hardware and third-party software requirements.

Task Description:

EIS will verify that County has met all the hardware requirements, operating system requirements, network, access points and third-party software for the RMS and JMS system. Task will be performed at the project organization meeting.

Responsibilities:

EIS will:

- a) Verify with County personnel the recommended computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components.
- b) Verify with the County the network topology and configuration requirements.
- c) Prepare a final hardware and operating system software deliverables list (if required), thus amending Project Deliverables, as appropriate.
- d) Pre-plan installation activities with the County.
- e) Verify with County the server installation and support processes utilized by the County.
- f) Verify the provision of remote access to County servers by EIS installation and Support staff.

County will:

- a) Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
- b) Review the final hardware and operating system software configuration with the EIS project team.
- c) Order hardware as determined and notify EIS as to delivery and installation schedules.
- d) Certify the County provided hardware is installed and ready for use as determined in the project organizational meeting.

Dependencies:

County IT resources, including:

- Network/Network Security
- DBA
- Desktop Support
- Server Support

Completion Criteria:

This task is considered complete when the final hardware and operating system software configuration is complete and approved by the County and EIS.

Task PO 4: Develop Project Schedule Document

Objective: Establish and deliver the Project Schedule as a working document.

Task Description:

The objective of this task is to finalize the **preliminary** Project Schedule. The Project Schedule will be finalized and mutually agreed upon between the parties.

EIS will:

- a) Review with County personnel the identified implementation tasks, priorities, inter-dependencies, risks, and other requirements needed to establish the Project Schedule. Ensure an approved schedule/list of milestones is provided prior to the beginning of next implementation phase.
- b) Prepare the Project Schedule document and deliver the first version of the implementation and training plan to the County.
- c) Review the Project Schedule with County personnel and make changes and/or corrections that are mutually agreed upon.
- d) Assume accountability for all EIS supplied tasks within the Project Schedule.

County will:

- a) Analyze with EIS project personnel the identified requirements and make such implementation decisions as are reasonably required to finalize the Project Schedule.
- b) Work with EIS staff to finalize the Project Schedule.
- c) Notify EIS of any known or anticipated events that may impact the schedule and work with EIS to revise the implementation plan to accommodate these events.

Dependencies:

Completion of the project organization meeting and review of the County implementation requirements.

Completion Criteria:

This task is considered complete upon the approval of the preliminary project schedule as mutually agreed between EIS and County.

Task PO 5: Project Definition and JMS Functional Review Workshop

Objective: Review EIS JMS Functional Design and define County Operational Requirements.

Task Description: EIS project staff will meet with County assigned project team members and stakeholders to provide a project overview to discuss project expectations, and to review intended outcomes as related to the JMS. The purpose of this task is to review the functional capabilities of the system software and contracted services to ensure that County personnel understand the conceptual details of the systems and have an understanding of the systems operational parameters. EIS will discuss the intended use of each provided operational module with County personnel, define extended system parameters and other information that will be required to allow EIS to configure the system for installation at the customer site. Review the County operational procedures and identify any County-specific requirements to meet general system level State Reporting requirements and other identified system operational requirements. Review data conversion approach.

This workshop provides an overview of the various JMS code tables and the requirements for gathering the data to build these files. The workshop also provides worksheets and review data import options to populate

standardized tables. The session provides an overview of options available to County for performing County specific system tailoring and determining operational system parameters.

Responsibilities:

EIS will:

- a) Review the operational and business requirements of the County.
- b) Conduct a review with County of EIS JMS functionality based on current EIS JMS Design Specifications.
- c) Obtain, with County's assistance, state standards and requirements applicable State level Reporting.
- d) Summarize outstanding items and provide a definitive project schedule in an *Internal Reference Specification (IRS)*. Copies of this will be provided for the County and reviewed with County management to help ensure that the project is on track and that both parties have a firm understanding of the overall software configuration objectives.

County will:

- a) Assign appropriate County personnel to attend the functional review session.
- b) County's JMS database administrator will attend the functional review session.
- c) Aid EIS in obtaining the state standards and requirements.
- d) Provide acceptance of EIS JMS Design specifications and general system reporting specifications.
- e) Participate in the review of the EIS JMS functionality, based on the current or proposed EIS Design Specifications.
- f) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

1. Deployed EIS JMS Server software to County production machines.
2. Deployed JMS workstation software to workstations to be used during the review session.

Completion Criteria:

This task is considered complete when EIS has provided the on-site JMS Review Workshop session and provided County with a documented review of EIS JMS functionality, state reporting requirements, and identified enhancements discovered as part of the workshop as a project software configuration document.

Task PO 6: Project Definition and RMS Functional Review Workshop

Objective: Review EIS RMS Functional Design and define County Operational Requirements.

Task Description: EIS project staff will meet with County assigned project team members and stakeholders to provide a project overview to discuss project expectations, and to review intended outcomes as related to the Records Management System (RMS). The purpose of this task is to review the functional capabilities of the system software and contracted services to ensure that customer County personnel understand the conceptual details of the systems and have a grasp of the systems operational parameters. EIS will discuss the intended use of each provided operational module with County personnel, define extended system parameters and other information that will be required to allow EIS to configure the system for installation at the customer site. Review the County operational procedures and identify any County-specific requirements to meet general system level State Reporting requirements and other identified system operational requirements. Review data conversion approach.

This workshop provides an overview of the various RMS code tables and the requirements for gathering the data to build these files. Provide worksheets and review data import options to populate standardized tables. The session provides an overview of options available to County for performing County specific system tailoring and determining operational system parameters.

Responsibilities:

EIS will:

- a) Review the operational and business requirements of the County.
- b) Conduct a review with the County of EIS RMS functionality based on current EIS RMS Design Specifications.
- c) Obtain, with County's assistance, state standards and requirements applicable State level Reporting.
- d) Summarize outstanding items and provide a definitive project schedule in an *Internal Reference Specification (IRS)*. Copies of this will be provided for the County and reviewed with County management to help ensure that the project is on track and that both parties have a firm understanding of the overall software configuration objectives.

County will:

- a) Assign appropriate County personnel to attend the functional review session.
- b) County's RMS database administrator will attend the functional review session.
- c) Aid EIS in obtaining the state standards and requirements.
- d) Provide acceptance of EIS RMS Design specifications and general system reporting specifications.
- e) Participate in the review of the EIS RMS functionality, based on the current or proposed EIS Design Specifications.
- f) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

1. Deployed EIS RMS Server software to County production machines.
2. Deployed RMS workstation software to workstations to be used during the review session.

Completion Criteria:

This task is considered complete when EIS has provided the on-site RMS Review Workshop session and provided County with a documented review of EIS RMS functionality, state reporting requirements, and identified enhancements discovered as part of the workshop as a project software configuration document.

Project Plan

Task PP 1: Project Plan

Objective: EIS Project Manager will develop a Project Plan and deliver to the County for approval.

Task Description:

The EIS Project Plan shall describe tasks, estimated duration, task dependencies and estimated completion dates for tasks defined within the Statement of Work. The EIS Project Plan shall describe the elements and define associated deliverables and resources. Adjustments to the project plan will be on-going. The EIS Project Manager will write and submit a detailed Project Plan to the County for approval. The Project Plan will include the following:

1. A project synopsis with key objectives and goals of the new systems.
2. A reiteration of the project organization and staffing.
3. An abbreviated list of contract deliverables as outlined in this SOW.
4. An initial implementation schedule showing key milestones and installation sequences.
5. A training plan that will lay out the training requirements in hours, schedule, training facilities, and responsibilities. The actual scheduling of personnel will be done at a date closer to the Training and Live Operations phase.
6. A data conversion plan.
7. A cut-over plan for go-live operations.

Responsibilities:

EIS Will:

- a. The EIS Project Manager will write the Project Plan and deliver to the County Project Manager for review and approval.

County Will:

- a. The County Project Manager along with KCSO will review and approve the Project Plan.

Dependencies:

Completion Criteria:

This task is complete upon acceptance of the initial project plan by the County project manager and KCSO.

Task PP 2: Acceptance Test Plan(s)

Objective: EIS Project Manager will work with the County project team to develop an “Acceptance Test Plan” and deliver to the County for approval. The successful completion of the Acceptance test plan will constitute “Final” system acceptance.

Task Description:

The EIS Project Manager assist the County in the development of the system acceptance criteria and the “Acceptance Test Plan” that will detail the procedures to be utilized for the acceptance tests, test plans will include:

- a) Installation Acceptance Test Plan – Certification of the initial baseline software deployment.
- b) Functional Test Plan – Certification that the system is configured according to deployment specifications, including County specific configurations and customizations.
- c) Data Conversion Acceptance Test Plan – Certification that the data conversion has been completed in accordance with the data conversion plan.
- d) Interface Test Plan – Certification that the deployed interface is operational according the development and deployment specifications (provided per interface).

Responsibilities:

EIS Will:

- a. The EIS Project Manager will assist the County Project Manager and KCSO in the development of the referenced plans for review and approval.
- b. Coordinate all EIS resources as required in the development of the related plans.

County Will:

- a. The County Project Manager and KCSO will review and approve the Project Plan.

Dependencies:

Completion Criteria:

This task is considered complete upon mutual acceptance of the written Test Plan by EIS and County project manager(s).

Hardware and Platform Delivery Tasks

Task HW 1: Review County Production Server Hardware

Objective: Review and accept the production County provided server configuration as ready to receive application software.

Task Description:

Objective involves reviewing the server environment provided to ensure appropriate integration with County network, installation and configuration of appropriate system software, including: Server OS's, Service packs, SQL database software, MSMQ, .NET frameworks, IIS and other components as specified by EIS installation group.

Access for EIS must be granted by County to attach to provided servers with administrative privileges using EIS owned computers by EIS CJIS certified staff. EIS technical staff will verify the configured components deployed on servers. Specific tests will be performed to assess component configuration. If components are missing or improperly configured, EIS installation group will notify County of the deficiency and coordinate with the County a resolution plan. Due to the nature of the proposed VM deployment module, EIS is unable to address issues related to systems and configuration below the VM Client OS level.

Responsibilities:

EIS will:

- a) Provide consulting assistance and server requirements for the proposed RMS and JMS system. Review server configurations, install applications and services and test configuration.
- b) Verify and accept server configuration as "Ready for Use".

County will:

- a) Install and configure the servers into a production environment.
- b) Install and configure all Server hardware, OS's, OS Service packs, .NET Frameworks, SQL database software and other components as specified by EIS installation group.
- c) Provide administrative access to EIS installation group.
- d) Be available to address and answer questions, modify configurations, and modify security permissions if required during the installation during business hours unless alternative arrangements are made and confirmed 24 hours in advance.

Dependencies:

1. County provided server hardware must be installed and configured for use within the County's network environment.
2. All County provided server-side software is loaded and configured for use.
3. EIS technical/installation group must be granted access to the servers at an administrative level.
4. County IT resource availability, especially if needed during non-business hours

Completion Criteria:

This task is complete when EIS certifies as "Ready to Use" the production server systems provided by the County.

Task HW 2: Install the County-provided Microsoft SQL Server Database Instance

Objective: The objective of this task is to install the supporting Microsoft SQL Server Database software instances for both the test and training servers and certify the Microsoft SQL Server DB configuration as ready to use.

Task Description:

County IT to install the County-provided Microsoft SQL Server Database software to on County provided database server hardware. The SQL Server database software will be installed on production and test servers by County IT utilizing Mixed-Mode access, and full permission rights will be granted to EIS installation personnel. EIS installation staff will configure the supporting Microsoft SQL Server Database software with the system data tables and permission set required to support the delivered application software (and specified County configurations), on the designated County-provided server. EIS will provide database schema and table documentation, installed and operational active database schema and table generation scripts, and provide certification that the County database meets EIS requirements.

Responsibilities:

EIS will:

- a) Install the baseline RMS, JMS and other licensed modules database schemas within this configuration.
- b) Test the initial operation of the baseline database subsystem and provide a status report to the County's project manager upon completion.
- c) Provide written certification of successful installation.

County will:

- a. Install and configure designated database server hardware on County's network (Hardware).
- b. Provide access to County-provided hardware components to EIS installers. County provided hardware and/or software must meet EIS recommended specifications and configuration.
- c. Be available to address and answer questions, modify configurations, and modify security and permissions if required during the installation.
- d. Develop a standard backup routine of the SQL database with EIS staff. Test and implement.

Completion Criteria:

This task will be completed upon the installation and configuration of the Microsoft SQL Server Database software on the database server and certified by EIS as ready to use as indicated in the implementation plan and accepted by the County.

NOTES:

All required network protocol connectivity, firewalls and web services required to attach the workstations and other system servers to the SQL Server database must be provided by the County and must be operational prior to onsite installation by the EIS/EIS technicians.

Task HW 3: Review RMS and JMS Training and Test Server Hardware

Objective: Review and accept the training/test level, County provided server configuration as ready to receive application software. As part of the project EIS will install an isolated test/training instance of the system software on county provided servers.

Task Description:

The training/test servers must mirror the system software environment deployed to the production servers. Objective involves reviewing the training/testing server environment provided to ensure appropriate integration with County network, installation and configuration of appropriate system software, including: Server OS's, Service packs, SQL database software, MSMQ, .NET frameworks, IIS and other components as specified by EIS installation group.

Access for EIS must be granted and systems verified in the same manner as Task HW1.

Responsibilities: Same as Task HW1

Dependencies: Same as Task HW1

Completion Criteria:

This task is considered complete when EIS certifies as "Ready to Use" the test/training server systems provided by the County.

Software Deliverable Tasks

Task SFTW 1: Deliver RMS

Objective: Deliver standard release RMS Server software, RMS Workstation software and RMS supporting Software, including applicable RMS software licenses, as purchased by the County and specified in the Contract.

Task Description:

Complete the delivery of standard release RMS server software, the RMS Workstation Application software, and all applicable RMS and supporting software licenses as indicated in the Contract. This includes all software components (media), including applicable documentation (electronic software manuals) as listed in the purchase contract.

RMS Modules include the following. *(Review specific task detailed in this document for configuration and modifications to be developed)*

Master Indexes

EIS Standard, general release, RMS system index with search application for MNI (Master Name Index) and MVI (Master vehicle Index). Included administrative Index management application.

Case Management and Investigations

EIS to provide standard, general release, case management application.

Pawn Module

EIS to provide standard, general release, system module. No electronic pawn submissions currently accepted by the SO.

Property and Evidence

Will not be utilized by the County

Incident Reporting

Provide standard, general release, incident management application supporting Washington State IBR data standards with workflow configuration to be determined in configuration workshops.

Mobile Report writing capabilities to be provided via full workstation deployment to the mobile workstations, requiring high speed connection to the central server over County provided Wireless service. The application has minimum hardware and software requirement as detailed in the requirements document.

Accidents

EIS will provide standard, general release, accident report display capability. The County will be utilizing the current Washington State SECTOR Accident reporting system. The provided Accident module will be utilized to view and provide inquiry (display) capabilities for the accident reports imported into the County RMS from the SECTOR accident reporting system. The County will utilize the accident module for inquiry only, as no accident reports will be entered directly into the RMS.

Citations

EIS to provide standard, general release, system module and will support criminal citations and parking citations. Module will be initially populated by citation entry directly into the module's user interface and

via the SECTOR citation import. Field level citation entry will be performed within the County's existing SECTOR system

Permits

EIS to provide standard, general release, permit module.

Weapons Permits

EIS to provide standard, general release, system module.

Registrants and Parolees

EIS to provide standard, general release, system module.

Restraining and Protection Orders

EIS to provide standard, general release, system module.

Warrants

EIS to provide standard, general release, system module.

Field Interviews Module

EIS to provide standard, general release, FI module.

WA-IBRS Reporting

EIS to provide Washington standard, general release, WA-IBRS reporting module and edit checks. EIS to provide WSP IBR submission capability as currently deployed within the State of Washington.

Personnel

EIS to provide standard, general release, Personnel management module.

Asset Management

EIS to provide standard, general release, asset management module.

Civil Process Management

Not provided as part of this agreement.

Responsibilities:

EIS will:

- a) Deliver all software components, including applicable documentation (software manuals), as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when the RMS software distribution set and third-party software components as listed in the contract, are delivered to the County at the location specified in the contract and accepted by the County as defined in the acceptance plan.

Task SFTW 2: Deliver JMS Application Software

Objective: Deliver standard release JMS Server software, JMS Workstation software and JMS supporting Software, including applicable JMS software licenses, as purchased by the County and specified in the Contract. JMS will be provided as a single production instance, supporting the Adult Correctional Facility, and a single test/training instance.

Task Description:

Complete the delivery of standard release JMS server software, the JMS Workstation Application software, and all applicable JMS and supporting software licenses as indicated in the Contract. This includes all software components (media), including applicable documentation (electronic software manuals) as listed in the purchase contract.

JMS Modules include the following. *(Review specific task detailed in this document for configuration and modifications to be developed)*

Master Inmate Management (JMS Master Inmate)

Standard, general release, JMS system master inmate management application

Booking

General booking process forms.

Inmate Property

General release, inmate property modules.

Jail Incident Reporting

Standard, general release, jail incident management.

Jail Housing

Standard, general release, jail housing management.

Inmate Classification/Assessment

Standard, general release, inmate classification/assessment.

Inmate Sentencing

Standard, general release, inmate sentencing.

Jail Log

Standard, general release, jail Log.

Inmate Movement

Standard, general release, inmate movement.

Inmate Meal Restrictions

Standard, general release, inmate meal restrictions.

Inmate Release

Standard, general release, inmate release.

Inmate Schedule

Standard, general release, inmate schedule.

Inmate Transport

Standard, general release, inmate transport.

Jail Reporting

Standard, general release, jail reporting module.

Inmate Visitation

Provide standard, general release, inmate visitation module.

Professional Visitation

Provide standard, general release, professional visitation module

Inmate Mugshot

Provide standard, general release, advanced mugshot module.

Inmate Lineup

Provide standard, general release, inmate lineup module.

Responsibilities:

EIS will:

- a) Deliver all software components, including applicable documentation (software manuals), as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when the JMS software distribution set and third-party software components as listed in the contract, are delivered to the County at the location specified in the contract and accepted by the County as defined in the acceptance plan.

Task SFTW 3: Deliver M2 Server software

Objective: EIS will deliver the primary M2 software modules on standard exchange media. This includes all software components (media and software license) including applicable documentation (software manuals). The M2 software service will be provided with the multi-agency data exchange adapter.

Task Description:

M2 operates as the system message switch and is utilized in support of system interfaces, including WACIC. Deliver M2 Server software, WACIC Adapter software, JMS-M2 interface, RMS-M2 interface and supporting Software required to connect to the M2 message switch, including applicable M2 software licenses, as purchased by the County and specified in the Contract. The included multi-agency data exchange adapter allows data query and records viewing capabilities between EIS sites.

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals), as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when M2 software distribution set and third-party software components as listed in the contract, are delivered to the County at the location specified in the contract.

Notes:

M2 is a general communication data switch utilized throughout the RMS and JMS system. M2 will be deployed to support an interfaced node supporting a direct connection to the State for WACIC /NCIC traffic. Specific WACIC interface components are listed in the “WACIC” interface description contained in the interface section of this SOW. WACIC broadcast and general notification services will not be provided through the M2 interface.

Configuration and use of the multi-agency data exchange adapter requires agreement between County and each participating exchange site and is not a contract deliverable but available option should County and other EIS agencies agree to link systems.

Task SFTW 4: Deliver JMS Pre-Booking Server Software

Objective: Deliver JMS Pre-Booking Server software licenses as purchased by the County and specified in the contract on standard exchange media.

Task Description:

Complete the delivery of standard JMS Pre-Booking server software as indicated in the contract delivered to the County as the arresting agencies specified in the contract.

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals) as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when JMS Pre-Booking software distribution set as listed in the contract, are delivered to the County at the location specified in the contract.

Task SFTW 5: Deliver JMS Pocket JMS Software

Objective: Deliver JMS Pocket JMS software licenses for use on County selected iOS and Android based wireless devices, as purchased by the County and specified in the Contract on standard exchange media.

Task Description:

Complete the delivery of standard JMS Pocket JMS software distribution sets as indicated in the contract delivered to the County at the location specified in the contract. This includes all software components (media and software license) including applicable documentation (software manuals).

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals), as listed in Contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Dependencies:

- 1. Sufficient wireless 802.11 connectivity throughout the designated operational area.

Completion Criteria:

This task will be completed when JMS Pocket JMS software distribution set as listed in the contract, are delivered to the County at the location specified in the contract.

Task SFTW 6: Deliver JMS Public Web Viewer Server Software

Objective: Deliver JMS Public Web Viewer Server software licenses as purchased by the County and specified in the contract on standard exchange media.

Task Description:

Complete the delivery of JMS Public Web Viewer server software as indicated in the contract delivered to the County as specified in the contract. Provide standard, general release, inmate Public Web Viewer (to be hosted on County provided Web Server).

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals) as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when JMS Public Web Viewer software distribution set as listed in the contract, are delivered to the County at the location specified in the contract.

Task SFTW 7: Deliver Map Application Software

Objective: Deliver EIS/Mapping sub-system software and supporting GIS (ESRI) engine, as purchased by the County and specified in the contract. County will provide applicable map data to be used within the system.

Task Description:

Provide the standard version of the EIS /Advanced Mapping application on the County-provided application software along with purchased third party mapping support components as listed in the contract. EIS installation staff will install and configure the supporting EIS /Advanced Mapping software with the appropriate configuration options and permission set required to support the delivered EIS application software, on the designated County-provided server.

County is fully responsible to provide suitable map data to be utilized within the provided mapping software.

Responsibilities:

EIS will:

- a) Provide Server Installation files for EIS /Advanced Mapping
- b) Provide purchased third party software components.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when EIS /Advanced Mapping software distribution set as listed in contract, are delivered to the County at the location specified in the contract.

Task SFTW 8: Deliver RMS & JMS Documentation and County System Deployment Documentation

Objective: Prepare and deliver documentation relating to the deployment of the RMS and JMS Workstations including the workstation build and field deployment procedures and any site specific administrative or end user documentation specified in the project or training plan.

Task Description:

The delivery includes providing Configuration manuals, Reference manuals, Training materials, and System Administration documents in an electronic form by loading into the software, not in printed form or on portable media.

Documentation Includes:

- Records Management Users Guide
- Pocket JMS Users Supplement
- Any other document specified in the project plan.

Responsibilities:

EIS will:

- a. Deliver deployment instructions, guides, manuals, and related documents in electronic form as specified in the implementation plan.

County will:

- a. Review and accept the standard RMS and JMS documents (described above) submitted by EIS.

Completion Criteria:

This task will be completed once EIS has prepared and delivered to the County the System Deployment document specified above along with other documentation specified in the final project plan.

Installation and Configuration Services

Note: EIS will normally install the RMS and JMS software remotely through monitored access using County VPN prior to on-site configuration. The initial installation will be to production level servers and will include the approximation of NCIC and state required code table values. EIS will additionally provide a first cut data conversion including the RMS and JMS data migrated from the legacy systems for initial evaluation. EIS will then schedule an Installation/Configuration Workshop or series of workshops to install final system components, conduct system administrator training, configure the system, verify initial data conversion, and verify system operation. Test and Training instances will be set up at the conclusion of production configuration and activated on the designated test/training platform. County will be responsible to provide all system hardware unless specifically noted in the Contract or this Statement of Work.

Installation and Configuration Services Tasks

Task INS 1: Configure the County-provided Microsoft SQL Server Database software

Objective: Configure the County-provided supporting Microsoft SQL Server Database software on the production and test/training server, load RMS, JMS and supporting database schemas and certify the Microsoft SQL Server DB configuration as ready to use.

Task Description:

EIS installation staff will configure the supporting Microsoft SQL Server Database software with the system data tables and permission set required to support the delivered application software (and specified County configurations), on the designated County-provided server

Responsibilities:

EIS will:

- a) Install the baseline JMS, RMS and other licensed modules database schemas within this configuration.
- b) Test the initial operation of the baseline database subsystem and provide a status report to the County's project manager upon completion.
- c) Provide written certification of successful installation.

County will:

- a) Install and configure designated database server hardware on County's network (Hardware).
- b) Provide access to County-provided hardware/server components to EIS installers. County provided hardware and/or software must meet EIS recommended specifications and configuration.
- c) Be available during business hours unless arranged and confirmed 24 hours in advance to address an answer questions, modify configurations, and modify security and permissions if required during the installation.
- d) Develop, test and implement a standard backup routine of the SQL database with EIS staff.

Dependencies:

1. Access to County provided database server(s) as a DB administrator.

Completion Criteria:

This task will be completed upon the installation and configuration of the Microsoft SQL Server Database software on the database server and certified by EIS as ready to use as indicated in the implementation plan and accepted by County.

NOTES:

All required network protocol connectivity, firewalls and web services required to attach the workstations and other system servers to the SQL Server database must be provided by the County and must be operational prior to onsite installation by the EIS technicians.

Task INS 2: Install and Configure JMS and RMS Software on the County-provided Production application server(s) and database server(s).

Objective: The objective of this task is to install and configure the baseline JMS and RMS application software and licenses on the designated County-provided servers as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary JMS and RMS software modules on the equipment installed/provided by the County at County facility.

Task Description:

Task includes:

- a. The configuration of the JMS and RMS Server software installed on the Database and Application server(s) to conform to the baseline JMS and RMS operational parameters (not including County specific configurations and customizations).
- b. The configuration of the JMS workstation application(s) software installed on Application server to conform to the baseline JMS operational parameters (not including County specific configurations and customizations).
- c. The configuration of the RMS workstation application(s) software installed on Application server to conform to the baseline RMS operational parameters (not including County specific configurations and customizations).
- d. Baseline Washington State code tables.
- e. Baseline WA-IBR/NIBR code tables.
- f. Deployment of a standard JMS workstation installation/distribution set.
- g. Deployment of a standard RMS workstation installation/distribution set.
- h. Deployment of a standard supporting workstation installation/distribution set as noted in the project plan.

Responsibilities:

EIS will:

- a) Install and test, with the County's assistance, the licensed JMS and RMS software.
- b) Provide the County with the training necessary to prepare County personnel with the ability to deploy the JMS client software on additional workstations.
- c) Provide the County with the training necessary to prepare County personnel with the ability to deploy the RMS client software on additional workstations.
- d) Test the initial operation of the baseline JMS and RMS system and supporting subsystems.
- e) Certify that the configuration is complete and ready to use.
- f) Provide deployment instructions and data communication settings required to deploy workstation software.

County will:

- a) Perform site and hardware preparation as described and certify that servers are ready to receive application software.
- b) Ensure all County provided hardware meets minimum required specifications.

- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS and RMS application to the SQL Server database, are provided by the County and certified as operational prior to on-site installation by the EIS technicians.
- d) Deploy the JMS and RMS software either over the network or with the assistance of EIS staff to all desired workstations.
- e) Review system configuration and report any discrepancies to EIS installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS and RMS baseline application software on County provided JMS servers (Production servers) and the delivery of a standard software workstation deployment set that is acceptable by County as defined in the acceptance plan.

Task INS 3: Install and Configure the JMS Pre-Booking Application

Objective: Install Pre-Booking software and provided supporting software required to collect Pre-Booking inmate Information via the ASP.MVC based web application, as purchased by the County and specified in the contract.

Task Description:

EIS will install and test the Pre-Booking software modules on the County provided equipment at County facility. The Pre-Booking application will support the generation of officer-based booking commitments including inmate demographic, arrest, charges, property and detainer declarative statement within a browser environment. The objective of this task is to install, and configure the baseline JMS Pre-Booking application software, on the designated County-provided IIS server as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary EIS JMS Pre-Booking software modules on the equipment installed/provided by the County at County facility.

Task includes:

- a. The configuration of the JMS Pre-Booking web software installed on the designated server to conform to the baseline JMS Pre-Booking (not including County specific configurations).

Responsibilities:

EIS will:

- a) Install and test, with the County's assistance, the licensed JMS Pre-Booking software to a standard IIS environment provided by the County
- b) Test the initial operation of the baseline JMS Pre-Booking system.
- c) Certify that the configuration is complete and ready to use.

County will:

- a) Provide a configured instance of IIS on desired server to host the pre-booking application.
- b) Ensure all County provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS Pre-Booking application to the SQL Server database are provided by the County and be operational prior to onsite installation by the EIS technicians.
- d) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS Pre-Booking baseline application software on County provided JMS servers (Production IIS servers) as defined in the acceptance plan.

Task INS 4: Install and Configure the JMS Public Web Viewer Application

Objective: Install Public Web Viewer software to the County provided IIS webserver, as purchased by the County and specified in the contract.

Task Description:

EIS will install and test the EIS JMS Public Web Viewer software modules on the County provided equipment at County facility. The JMS Public Web Viewer application will support the publication of an agency defined subset of jail inmate information, including inmate demographic, arrest and charge data within a browser environment. The objective of this task is to install and configure the baseline JMS Public Web Viewer application software, on the designated County-provided IIS server as designated in the implementation plan in accordance with the finalized system configuration.

Task includes:

- a. The configuration of the JMS Pre-Booking web software installed on the designated server to conform to the baseline JMS Pre-Booking (not including County specific configurations).

Responsibilities:

EIS will:

- a) Install and test, with the County’s assistance, the licensed JMS Public Web Viewer software to a standard IIS environment provided by the County
- b) Certify that the configuration is complete and ready to use.

County will:

- a) Provide a configured instance of IIS on desired server to host the JMS Public Web Viewer application (This is a public access application and may require special agency access control configurations to be provided by the County).
- b) Ensure all County provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS Pre-Booking application to the SQL Server database are provided by the County and be operational prior to onsite installation by the EIS technicians.
- d) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS Public Web Viewer baseline application software on County provided JMS servers (Public Access Web Server) as defined in the acceptance plan.

Task INS 5: Install M2 Server software

Objective: M2 operates as the internal system message switch and is utilized in support of system interfaces, including WACIC/NCIC. Install M2 Server software, JMS-M2 interface and JMS supporting Software required to connect to the M2 message switch, RMS-M2 interface and RMS supporting Software required to connect to the M2 message switch including applicable M2 software licenses, as purchased by the County and specified in the Contract.

Task Description:

EIS will install and test the primary M2 software modules on the application server equipment installed/provided by the County at County facility. Task includes the installation of the M2 software to the County provided application server and configuration to communicate with the JMS and RMS SQL Database.

Responsibilities:

EIS will:

- a) Install all M2 software components including applicable documentation (software manuals) as listed in the contract.
- b) Install base M2 software applications and configure to County environment.
- c) Configure switch queues and transaction configurations.
- d) Test installation of M2 and certify that the M2 subsystem has been successfully installed and prepared to receive County specific message templates.

County will:

- a) Provide appropriate hardware and operating platform to support the M2 application on the system application server.
- b) Be responsible for application for new WACIC mnemonics as required to meet County access needs.
- c) Be available to address an answer questions, modify configurations, and modify security and permissions if required during the installation.
- d) Acknowledged receipt of EIS provided components.

Dependencies:

1. Access to the County provided application server.

Completion Criteria:

This task will be completed M2 software distribution set and third-party software components as listed in the contract are installed on the County provided application server and certified as "Ready to Use" by EIS installation personnel and verified as operational by County as defined in the acceptance plan.

Task INS 6: Install Map Application Services (MAS) Server software

Objective: Map Application Services (MAS) provides the underlying geo-verification engine within the RMS. Install MAS Server software as purchased by the County and specified in the Contract.

Task Description:

EIS will install and test the standard release MAS software module on the application server equipment installed/provided by the County at County facility. Task includes the installation of the MAS software to the

County provided application server and configuration to communicate with the RMS location verification request. MAS provides the verification engine only, and does require the deployment of County provided ESRI map data in compliance with EIS map data specifications.

Responsibilities:

EIS will:

- a) Install MAS software components.
- b) Configure switch queues and transaction configurations.
- c) Load County provided ESRI Map data files (Shape and attribute data) to the MAS service engine.
- d) Test installation of MAS application and certify that the MAS subsystem has been successfully installed, County Map data successfully deployed and that the MAS service is capable of processing standard location requests.

County will:

- a) Provide appropriate hardware and operating platform to support the MAS application on the system application server.
- b) Provide properly formatted and configured ESRI Map data per EIS specifications.
- c) Be available to address an answer questions, modify configurations and map data, and modify security and permissions if required during the installation.
- d) Acknowledge receipt of EIS provided components.

Dependencies:

- 1. Access to the County provided application server.

Completion Criteria:

This task will be completed when the MAS software as listed in the contract are installed on the County provided application server and certified as "Ready to Use" by EIS installation personnel and verified as operational by County as defined in the acceptance plan.

Task INS 7: Conduct RMS Software Configuration Workshop

Objective:

As part of the implementation phase of the project EIS will conduct a configuration administrative workshop with the County designated system administrative personnel. This workshop may be provided as a multi-day on-site set of meetings, or via remote sessions over multiple sessions – to be determined by the EIS and County project managers. This workshop provides an overview of the various RMS code tables and the requirements for gathering the data to build these files. Provide worksheets and review data import options to populate standardized tables. The session provides an overview of options available to the County for performing County specific system tailoring and determining operational system parameters.

Task Description:

EIS will meet with County personnel to provide information on the data elements that must be collected by the County prior to conducting the RMS System Administrator Training. EIS will review with associated County personnel the configuration options available.

Responsibilities:

EIS will:

- a) Provide the EIS standard software implementation workbook.
- b) Conduct a functional overview of software functionality.
- c) Review with County personnel the specific RMS application functionality and code tables for which information must be collected to configure the system.
- d) Describe/demonstrate certain functionality that can be parameterized to meet the County's operations and assist County personnel with making appropriate configuration decisions.
- e) Review the ability to populate the system with existing data from either County provided external data sources or through the data conversion efforts from the historic system.

County will:

- a) Assign appropriate County personnel to attend the configuration workshop.
- b) Identify the County's RMS database administrator and assign them to attend the software configuration workshop.
- c) Identify data sources for all system code tables and other County operational parameters.
- d) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

1. Completion of the system functional review.
2. Deployed RMS software to County production machines.
3. Deployed RMS workstation software to workstations to be utilized by during the review session.

Completion Criteria:

This task is considered complete when EIS has concluded the RMS software configuration workshop and identified to the County the configurable options for the RMS application.

Task INS 8: Conduct JMS Software Configuration Workshop

Objective:

Conduct an Installation/Configuration workshop with the County Project Team to install, conduct system administrator training, configure, and verify the Software components.

Task Description:

Software Configuration and County administrator training is normally conducted in a designated workshop at the County or through a series of remote workshop sessions. A single workshop is preferred and is normally one week. The purpose of this workshop is to ensure all systems and components are installed, assist the County with configuring JMS code tables, and system administrator training to selected County personnel that will administrator the JMS system. This workshop is not intended for live operation. The identified system administrators will validate the operation of the system and the initial data conversion.

At the end of this workshop, the key County staff should be familiar with the use and configuration of the system. Key County staff should be able to complete security setup, table maintenance, and other end-user configuration tasks necessary for live operation.

Responsibilities:

EIS will:

- a) Ensure all JMS components are installed and functioning properly.
- b) Train selected County system administrators and other key staff in the theory, use, and configuration of the system.
- c) Review with County project team the specific JMS application functionality and code tables for which information must be collected to configure the system and assist the County with configuration.
- d) Assist County with testing and validating data conversion for completeness and accuracy.
- e) Provide County with a workshop schedule in advance of the workshop.

County will:

- a) Identify JMS system administrators and key project personnel to attend the workshop and insure their availability.
- b) Identify data sources for all system code tables and other County operational parameters.
- c) System administrators to become comfortable and familiar with JMS system administration, table configuration, system security, workflow, and operational principles.

Dependencies:

1. Completion of the system functional review.
2. Deployed JMS software to County production machines.
3. Deployed JMS workstation software to workstations to be utilized by during the review session.

Completion Criteria:

This task is considered complete when EIS has concluded the JMS configuration workshop and identified to the County the configurable options for the JMS application.

Task INS 9: RMS Functional Testing

Objective: Perform functional tests of RMS.

Task Description:

Demonstrate the applicable functions and features of RMS as defined in the RMS Acceptance Test Plan.

Responsibilities:

EIS will:

- a) Utilize the RMS Acceptance Test Plan as a guideline for all functional tests.

County will:

- a) Generate test data files needed for functional testing.

Completion Criteria:

This task is considered complete when RMS has been demonstrated to operate in accordance with the Acceptance Test Plan and County verifies the testing has successfully passed all the guidelines.

Task INS 10: JMS Functional Testing

Objective: Perform functional tests of JMS.

Task Description:

Demonstrate the applicable functions and features of JMS as defined in the JMS Acceptance Test Plan.

Responsibilities:

EIS will:

- a) Utilize the JMS Acceptance Test Plan as a guideline for all functional tests.

County will:

- a) Generate test data files needed for functional testing.

Completion Criteria:

This task is considered complete when JMS has been demonstrated to operate in accordance with the Acceptance Test Plan and County verifies the testing has successfully passed all the guidelines.

Task INS 11: RMS and JMS Subsystem Integration Testing

Objective: Perform integration testing of installed RMS and JMS subsystems and interfaces as indicated in the implementation plan to be delivered prior to production cutover.

Task Description:

Review and test (to the extent possible) all internal and external interfaces to ensure that the subsystem operates as defined in the RMS or JMS standard documents and interface control documents. County staff will conduct the integration testing of the overall System.

Responsibilities:

EIS will:

- a. Certify the interfaces as ready for integration testing.
- b. Demonstrate all inter-system communications between installed subsystems and between external systems, according to the interface standard documents and interface control documents.
- c. Assist the County in testing each interface.
- d. Review any discrepancies that are identified by the County.
- e. Provide software or document corrections as needed to correct the discrepancies prior to RMS and JMS Final Certification.
- f. Certify RMS and JMS for production operation.

County will:

- a. County will provide and verify that all network connections, connection points and access to interface endpoints are provide and accessible between the EIS interface component and the external system in accordance with the approved standard document and interface control documents.
- b. Identify in writing each discrepancy between subsystem functionality and the RMS standard documentation and interface control documents.
- c. Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the RMS standard documents and interface control documents.

Completion Criteria:

This task is considered complete when the internal and external interfaces and other EIS licensed software have been demonstrated according to the standard RMS and JMS documents and interface control documents.

Any discrepancies discovered following the completion of this task will be corrected prior to RMS and JMS Final Certification. As a part of this task, EIS will certify RMS and JMS as ready for production operation and verified operational by County as defined in the Acceptance Test Plan.

Task INS 12: Install and Configure Licensed EIS Software on the County-provided Test/Training servers.

Objective: The objective of this task is to install and configure the baseline JMS and RMS application software and licenses on the designated County provided Test/Training servers as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary JMS and RMS software modules on the equipment installed/provided by the County. The test instance(s) will be configured to provide an independent version of the core JMS and RMS software for test and training purposes. The instance will be fully isolated from the production environment and will not be able to support extended system functions and interfaces to 3rd party systems.

Task Description:

Task includes:

- a. Deployment of a standard JMS and RMS server instances.
- b. Deployment of a standard supporting workstation installation/distribution set as noted in the project plan.

Responsibilities:

EIS will:

- a) Install and test, with the County's assistance, the licensed JMS and RMS software to the designated test/training servers.
- b) Provide the County with the training necessary to prepare County personnel with the ability to deploy the JMS and RMS client software
- c) Test the initial operation of the baseline JMS and RMS training Instances.
- d) Certify that the configuration is complete and ready to use.
- e) Provide deployment instructions and data communication settings required to deploy workstation software.

County will:

- a) Perform site and hardware preparation as described and certify that Test/Training Servers are ready to receive application software.
- b) Ensure all County provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the RMS and JMS applications to the SQL Server database, are provided by the County and certified as operational prior to onsite installation by the EIS technicians.
- d) Deploy the JMS and RMS software either over the network or with the assistance of EIS staff to all desired training workstations.
- e) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS and RMS baseline application software on County provided JMS servers (Test/Training servers) and the delivery of a standard software workstation deployment set that is acceptable by County as defined in the acceptance plan.

System Preparation

Project Configuration and Development Tasks

Task Dev 1: JMS Software Configuration Specifics

Objective: EIS to provide configuration/modifications to the core JMS product as part of the deployment to meet County operational objectives.

Task Description:

EIS will provide the following system configuration/customizations to the core JMS product as already discussed with County. As part of the installation activities, EIS will work with the County to develop a final system configuration/customization specification. All modifications will be incorporated into the base JMS product.

JMS Configuration Functions:

1. Definition of the County workflow via the module tree presented within the primary JMS system.
2. Definition of the required/desired intake/booking validation rule indicators provided on the inmate booking complete screen.
3. Definition of the required/desired release validation rule indicators provided on the inmate release screen.
4. Configure inmate release dashboard/listing to include the County required release data clearance elements within the current feature set of the application. Configure release dashboard to display select subset (up to 8) of validation rule compliance indicator (Pass/Fail) within the current supported system ability.
5. Configure inmate Booking/Intake dashboard/listing to include the County required booking validation elements within the current feature set of the application. Configure Booking dashboard to display select subset (up to 8) of validation rule compliance indicator (Pass/Fail) within the current supported system ability.
6. Configure property intake receipt supporting capture of electronic signature in accordance with County defined inmate receipting output.
7. Configure Washing standard sentence calculation parameters in accordance with WA statutory guidelines. Configure and deploy initial sentence calculation tool within the sentence screen. Calculation will include sentence parameters associated with the charge and apply the good time and other standard calculated values in accordance with State of Washington Standards.
8. Deploy bail statement report to reflect County's bail grouping and value calculation protocol.
9. Configure specific data fields within the charge screen to capture and track County billing information on a per charge basis.
10. Configure inmate classification questionnaires and risk assessment responses within the current configuration options.

JMS Customization Tasks:

11. Provide up to 10 customized SSRS reports within the JMS.
12. Provide a Kitsap County specific Billing report, to include the agency specific custody billing parameters including daily rate and daily rate assignment defined by the County.

Responsibilities:

EIS will:

- a. Provide the above configuration changes.

County will:

- a. Review and accept above listed configuration/development changes.
- b. Provide clear and concise configuration directives to EIS Project manager.
- c. Identify in writing each discrepancy between subsystem functionality and the provided EIS configuration/programming documentation.

Dependencies:

1. County acceptance of EIS provided configuration/development changes.

Completion Criteria:

This task is considered complete when the JMS configuration and development enhancements have been deployed to the County production instance of the JMS and accepted by the County.

Task Dev 2: RMS Configuration Specifics

Objective: EIS to provide configuration/modifications to the core RMS product as part of the deployment to meet County operational objectives.

Task Description:

EIS will provide the following system configuration/customizations to the core RMS product as already discussed with County. As part of the installation activities, EIS will work with the County to develop a final system configuration/customization specification. All modifications will be incorporated into the base RMS product.

RMS Configuration Functions:

1. Definition and configuration of the County RMS workflow within the primary RMS system.
2. Configure the RMS report workflow to preserve the supervisory annotated review PDF through the review and approval process so that the annotated copy can be viewed by subsequent supervisors. The software will remove the annotated copy in the report approval function.
3. Configure State reporting segment to support WA-IBRS data collection and validation.
4. Provide County specific weapons permit ID Card format designed supporting the aspect ratio required by County provided ID card printer.

RMS Customization Tasks:

5. Provide up to 10 customized SSRS reports within the RMS.

EIS will:

- a. Provide the above configuration changes.

County will:

- a. Review and accept above listed configuration/development changes.
- b. Provide clear and concise configuration directives to EIS Project manager.
- c. Identify in writing each discrepancy between subsystem functionality and the provided EIS configuration/programming documentation.

Dependencies:

1. County acceptance of EIS provided configuration/development changes.

Completion Criteria:

This task is considered complete when the RMS configuration and development enhancements have been deployed to the County production instance of the RMS and accepted by the County.

Interface Tasks

All system interfaces will be developed and deployed in accordance with the EIS interface specifications accepted by the County. Once accepted, the development interface specification will be the final document and be incorporated into the contract forthwith. All interfaces are subject to dependencies and are partially reliant on factors beyond the control of EIS. As such, the deliverable items related to all interfaces are directly dependent on the availability of external resources (connections to foreign systems, data, and other external components). EIS interface will be installed; however, EIS has no control over other vendors and their timeline/ability to bring their side of the interface operational. Delays related to the required dependencies are not the responsibility of EIS.

All interfaces with other products will be completed as quickly as possible, however without the cooperation of the third-party software vendors, implementation could be delayed. This would not be the responsibility of EIS and outside the scope of the SOW.

In the event current vendors change between execution of the contract to implementation phase, a change order will be required for the new interface. While EIS will attempt to use existing interfaces for new requirements, if possible, EIS reserves the right to require additional cost for interface changes post contract

EIS will develop the following agreed upon interfaces as part of this project. The responsibilities for each interface incorporate the following supporting activities from each party:

General Responsibilities

EIS:

- a) Develop interface development specification detailing interface for County Acceptance.
- b) Develop software service/application that functions in accordance with the Interface Development Specification.
- c) Certify to the County that the interface is ready for integration testing.
- d) Assist the County in testing the vendor interface.
- e) Review any discrepancies that are identified by the County.
- f) Provide software or documentation corrections as needed to correct the discrepancies prior to EIS Final Certification.
- g) Certify EIS delivered interface for production operation.

County:

- a) Provide, on request, currently existing information, record layouts and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.
- b) Review and accept the EIS provided interface programming specification in accordance with contract specifications.
- c) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List, and interface control documents.
- d) Provide and install all communications lines and equipment according to the contract documents.
- e) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.

- f) Ensure that necessary certifications, approvals and other related issues will be completed by the County at least ninety (90) calendar days prior to scheduled interface work.
- g) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- h) Conduct test procedures and verify all inter-system communications between installed EIS systems and non-EIS systems to ensure conformance with the approved standard document and interface control documents.
- i) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.
- j) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Task Inter 1: JMS to Livescan Interface Export

Objective: Implement an export of JMS inmate data from the JMS to the Crossmatch Livescan device housed in the jail booking/intake area. Provide a one-way data transfer of inmate demographic, arrest and charge data, and booking photos from the JMS to the County's existing Crossmatch Livescan system. Interface will be provided for the adult jail.

Task Description:

The County is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface provides a uni-directional push of inmate demographic and arrest data to the Livescan system.

EIS has proposed to deploy the existing EIS JMS/Crossmatch Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Livescan vendor to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from the Livescan vendor (Crossmatch) will be the sole responsibility of the County. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

Responsibilities

EIS:

- a) Deploy the EIS JMS/Livescan interface.
- b) Assist the County in testing the Livescan interface.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Network Access to the required transaction point on the County Network.

Completion Criteria:

This task is complete when the system interface is functioning as described above and accepted by County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Livescan.

Task Inter 2: RMS CHL to Livescan Interface Export

Objective: Installation of an Interface between Livescan and the EIS RMS CHL module. Provide a data transfer export of applicant demographic and descriptive data from the RMS CHL module to the County's existing Livescan system.

Task Description:

The County is seeking to minimize duplication of data entry into the RMS across multiple systems. The interface is a one-way push of applicant demographic and descriptive data from RMS CHL module to the existing CrossMatch Livescan system. The Livescan system will then hold the data until the fingerprints have been captured for the applicant.

EIS has proposed to deploy the existing EIS JMS/Crossmatch Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Livescan to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Livescan will be the sole responsibility of the County. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

EIS:

- a) Deploy the EIS RMS CHL/Livescan interface.
- b) Assist the County in testing the Livescan interface.

Dependencies:

1. Network Access to the required transaction point on the County Network.

Completion Criteria:

This task is complete when the system interface is functioning as described above and accepted by the County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Crossmatch or other Livescan provider.

Task Inter 3: JMS to Telmate (Inmate Telephone) Interface

Objective: Provide a scheduled data transfer export package to Inmate phone system that includes the demographic and housing location information for all inmates currently active within the County jail.

Task Description:

County is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface is a one-way push of inmate and inmate housing location data to the Inmate phone system. The exported JMS data will be utilized by Telmate for the purpose of managing inmate telephone accounts within the jail.

The data export package will be formatted to conform to the existing data export standards currently utilized between EIS and the Telmate Inmate phone system. The interface can be set to operate on a County defined interval during installation. EIS will receive no acknowledgement returned from the Inmate phone system as part of this transaction. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

EIS has proposed to deploy the existing EIS JMS/telemat Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Inmate phone system vendor to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Inmate phone system vendor will be the sole responsibility of the County.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from the Inmate phone system vendor.
3. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task is considered complete when the system interface can extract the inmate data as designated in the development specification and writing the properly formatted export data to the designated transaction FTP location.

EIS will not sub-contract development work on behalf of the Inmate phone system vendor.

Task Inter 4: JMS to Keefe Commissary Interface

Objective: Provide a scheduled data transfer export package to the existing Keefe commissary system that includes the demographic, housing location and LOP (Loss of Privilege) indicator for all inmates currently active within the County jail.

Task Description:

Keefe is the current inmate commissary and inmate accounting vendor, and the County is seeking to minimize duplication of data entry into the JMS across multiple systems by having data entered into the JMS transferred to the Keefe system. The interface is a one-way push of inmate and inmate housing location data to the Keefe system.

The data export package will be formatted to conform to the data export standards currently provided by EIS related to Keefe. The interface can be set to operate on County defined interval during installation or on a specified triggering event. EIS will receive no acknowledgement returned from Keefe as part of this transaction. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

EIS has proposed to deploy the existing EIS JMS/keefe Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Keefe to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Keefe will be the sole responsibility of the County

EIS will:

- a) Deploy existing Keefe export interface.

County will:

- a) Coordinate installation with Keefe representative.
- b) Manage responsibilities as enumerated in the general “Interface Task” section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

- 1. County acceptance of EIS provided interface programming specification.
- 2. Current Interface specification detailing the existing EIS- commissary interface.
- 3. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task is considered complete when the system interface can extract the inmate data as designated in the development specification and writing the properly formatted export data to the designated transaction point via the County network.

Note: EIS will not sub-contract development work on behalf of Commissary.

Task Inter 5: JMS to APPRISS (VINE) Interface

Objective: Appriss provides a one-way extraction of jail data directly from the active EIS JMS database via a direct connection to production database or via managed database view. No interface activity required by EIS.

Task Description:

None.

Additional Responsibilities:

EIS will:

- a) None

County will:

- a) Coordinate installation with Appriss representative.
- b) Manage responsibilities as enumerated in the general “Interface Task” section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

- 1. Network Access to the EIS JMS database (ODBC) for the Appriss provided extraction service via the County Network.

Completion Criteria:

No work is performed by EIS as part of this interface. All processes and interface software is provided directly from Appriss. Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Task Inter 6: JMS to NaphCare Interface

Objective: Provide a data transfer export package to the NaphCare system that includes the demographic, housing location and relevant inmate information for each active inmate active in the jail at the transaction.

Task Description:

NaphCare is the current inmate medical provider (System) within the County jail. The interface is intended to provide a subset of inmate data entered into the JMS to the NaphCare system. The interface is a one-way push of inmate (to include the inmate's frontal facial image file) and inmate housing location data to the NaphCare system. The interface is intended to update the NaphCare system when the inmate is activated within the JMS, when a housing location change occurs and when the inmate is released from custody. There is no HIPPA data exchanged.

EIS has proposed to deploy the existing EIS JMS/Naphacare Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

An EIS development specification detailing the interface will be provided to the County for acceptance prior to the commencement of interface programming.

Please note that the initial interface scope has been derived from information provided by the County during requirement statements contained in the original RFP. It is the County's responsibility to coordinate/contract with NaphCare to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from NaphCare will be the sole responsibility of the County.

EIS will:

- a) Deploy NaphCare export interface.

County will:

- a) Coordinate installation with NaphCare representative.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from County for NaphCare interface.
3. Network Access to the required transaction/interchange point via the County's Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate data as designated in the development specification and writing the properly formatted export data to the designated transaction point via the County network or service entry point defined in the interface specification.

Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of NaphCare.

Task Inter 7: JMS SSA information Export

Objective: Provide JMS standard export function designed to generate a properly formatted SSA data package containing inmates incarcerated within the jail during the user specified data range.

Task Description:

EIS will deploy the standard SSA export function accessible within the JMS management utilities.

EIS will:

- a) Standard SSA report export to local file.

County will:

- a) None

Dependencies:

1. County acceptance of EIS provided interface/export specification.

Completion Criteria:

This task is considered complete when the system export process is capable of extracting the JMS current inmate custody information based on the user provided date range criteria from the JMS, prepare a properly formatted data file in accordance with the file specification and successfully write the data file to a local hard drive.

Task Inter 8: Northpointe JMS Interface

Objective: Provide a bi-directional interface between the JMS and the Northpointe Compass inmate's classification system. The interface will pass specific inmate data to the Northpointe classification system and receive from Northpointe the inmate's classification.

Task Description:

Northpointe is the current inmate classifications system utilized by the jail. The purpose of the interface is to provide a defined set of inmate data to Northpointe to commence the classification activity so as to alleviate the duplicate entry of inmate data into the Northpointe system, and to receive the classification information from Northpointe upon conclusion of the classification activity.

EIS has proposed to deploy the existing EIS JMS/Northpoint Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from County or Northpointe related to the Compass version of Northpointe.
3. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task is considered complete when the system interface is capable calling the Northpointe application from within the JMS, and the posting to the inmate's classification record the results returned from Northpointe.

Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Northpointe.

Task Inter 9: RMS Import Interface of CAD (CFS) Data From Hexagon

Objective: EIS will develop a data import processor that will monitor a file location for properly formatted XML data files provided by Hexagon via the Hexagon CADLink service/application, and import the data into the EIS CFS (Calls For Service Module) for storage. The EIS RMS entry program will be

configured to pull CAD data from the RMS CFS module as a data entry "Import" option when users are entering a new report into the RMS.

Task Description:

The objective of the interface is to import a subset of CAD event information created within the Hexagon Dispatching solution into the Kitsap County RMS system to provide 1) the ability for users authoring reports to import the CAD data into the report as part of initial report data entry, and 2) maintain a copy of the basic CAD event data within the RMS CFS module for agency access through the RMS inquiry and reporting tools.

EIS will develop a data import processor that will monitor a commonly accessible shared directory (or other agreed upon file share location) on the County's network for a properly formatted and named XML data file provided by the Hexagon CADLink export service. When the EIS import process identifies a data file, the process will open the data file, extract the portions of data suitable for import into the RMS CFS data tables and insert the CAD event information into the production EIS CFS data tables. The processor will evaluate the imported data to determine the following processing directives:

1. The CFS data represents a new CAD event, determined by the unique CAD event # assigned by Hexagon, and will create a new event record in the EIS RMS CFS data table(s).
2. The CFS data represents and update to an existing CFS record in the EIS RMS CFS data tables, and will update the existing CFS data contained in the RMS.

Upon completion of a successful import, the EIS data import processor will remove the xml data file from the process directory. The import processor will import data contained within the Hexagon CADLink XML files as presented, and will not modify, translate or alter the provided values, unless a data type conversion is required to conform to the EIS RMS CFS standards. The EIS processor will only import CAD data provided by Hexagon that has a direct one-to-one mapping to data fields contained in the EIS RMS CFS data structures. Data received from Hexagon that is inconsistent with RMS CFS data structures will be omitted from import. EIS makes no guarantee that the entire set of data provided would be available within the CFS data structures.

Please note that it is the County's responsibility to coordinate/contract with Hexagon to ensure that the CADLink interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Hexagon will be the sole responsibility of the County. A development specification will be prepared and submitted to the County for approval prior to commencing development work on the interface. The development specification will be based on a detailed analysis of the data provided by Hexagon and will define the interface processing directives to be incorporated in the final interface deliverable. The development specification may deviate from the descriptions and representations defined in this Statement of Work interface deliverable. Once approved by the County the EIS development specification will constitute the contract deliverable. If Hexagon or any third party modifies the data schema, exchange locations, or data values defined and accepted in the development specification, EIS bears no responsibility related to the impact on the proposed interface.

Additional Responsibilities:

County will:

- a. Provide, on request, currently existing Information, record layouts, sample CAD data files and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.
- b. Review and approve the EIS interface development specification.
- c. Contract with Hexagon or other 3rd party for the CAD export portion of the interface.
- d. Ensure a sufficient OLEDB connection and access permissions are available to the EIS process to maintain a connection to the remote Intergraph database.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Provision of properly formatted XML CAD data from the Hexagon Dispatching system to the CAD data share point.
3. Network Access to the required CAD data share point via the County Network.

Completion Criteria:

This task is considered complete when the EIS developed process is capable of loading the available CAD event data from the formal Hexagon provided XML data file into the to the RMS CFS module, as defined in the county approved development specification and acceptance plan. Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Task Inter 9a: RMS Inquiry Interface

Objective: Provide existing EIS RMS query service API to provide a controlled mechanism supporting RMS index inquiry capabilities from external applications. The API component provides a standardized web service interface supporting remote inquiry into the RMS specifically supporting general index queries of names, vehicles, articles and firearms via mobile systems, computer aided dispatch systems and various other user facing systems.

Task Description:

EIS will publish the existing RMS inquiry API currently utilized to query the RMS master indexes for names, vehicles, articles and firearms information contained within the RMS/JMS. The RMS inquiry service is constructed to support a standardized web service method via Microsoft IIS server using TCP/IP protocol using web services interoperability (WSI) basic profile protocol for the purpose of receiving inquiry requests from external systems.

Users will enter person, vehicle, firearm or article information such as license plates, VIN, names into the third party system (Hexagon CAD) which will be used by the 3rd party vendor to formulate a structured query request submitted to the EIS API web service based on the appropriate item type. The EIS interface will process the query and return a summary text response to the requesting application via the web service method return value. The return can be processed as needed by the requesting system and/or displayed directly to the user by the third party.

The API supports 4 query entity types, including;

Person Query

Vehicle Query

Firearms Query

Article Query

Each query entity type contains a specific set of query values that can be included in the query request from the initiation application.

On receipt of a properly formatted entity inquiry request the service will perform a database search of the RMS Master Indexes' based on the requested entity type (Name, vehicle, property) and using the search parameters provided within the initiating query request. The RMS API service returns summary information related to the queried data in a text based fashion 80 characters wide, and included general descriptive data, known alerts and a summary listing of agency involvement. Data returns are generated and provided to the requesting application as structured text data return, not as a structured data collection, similar in presentation to a standard WACIC/NLETS return.

Please note that the proposed interface is an existing API program currently in operation at other EIS sites. The calling applications will need to conform to the published interface specifications as provided by EIS and associated

with the development specification. All costs (if any) associated with the provision of the interface from Hexagon will be the sole responsibility of the County.

Additional Responsibilities:

County will:

- a. Provide, on request, currently existing Information, record layouts, sample CAD database files and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Network Access to the web service endpoint accessible to the remote (calling) application/service.

Completion Criteria:

This task is considered complete when the EIS RMS inquiry API has been deployed to the County provided hosting server and is available to receive properly formatted query requests and return a data response from the RMS master index dataset.

Task Inter 10: LinX Export

Objective: Provide access to data contained within the RMS to the Northrop-Grumman LinX system.

Task Description: In the current implementation, LinX directly extracts data from the EIS RMS via an OLEDB connection from a LinX provided interface service. It is the anticipation of EIS that the existing interface would be employed by LinX and would be structured as a uni-lateral interface provided by Northrup-Grumman. As such no specific deliverable task is required by EIS to support the LinX extraction. No specific software deliverables or work product proposed to be provided by EIS.

Dependencies:

1. Network Access to the required transaction/interchange point via the County Network for LinX process.
2. Database access permissions for LinX Process.

Completion Criteria:

None.

Task Inter 11: WACIC Interface MKE's

Objective: Provide WACIC/NCIC software adapter within the M2 data switch and supporting a defined set of message keys (MKE's), used for specified transactions associated with WACIC through the State of Washington's data switch. EIS will add the defined set of message keys to the WACIC interface process and provide data masks within the RMS and JMS client so supported the related transactions. EIS will provide the existing EIS RMS/JMS WACIC functions.

Provided message keys will be associated with entity records contained within the related system, and include a defined sub-set of WACIC transactions. Keys will be embedded within the entity forms (Persons, vehicles and property) and provide return routing to the initiating user.

Task Description:

EIS will provide the following existing message keys, additional message keys are available for purchase.

1. The following WACIC Message Keys will be supported within the RMS interface (P? designation indicates target deliverable phase):

a. **Inquiry**

- i. **QA** – Stolen Article
- ii. **QH** - Criminal History record
- iii. **QG** – Stolen Gun
- iv. **QR** – Criminal History by SID/FBI#
- v. **QW** - WACIC/NICIC Persons file plus WA DOL check
- vi. **QV** – Stolen Vehicle
- vii. **QB** – Query Boat
- viii. **QWH** - Criminal History plus WACIC/NCIC person files
- ix. **DW** - WACIC/NICIC Persons file plus WA DOL check
- x. **RV**– WA Stolen Vehicle/Plate plus Registration
- xi. **DNQ** – Query Out of State driver license
- xii. **QWH** - Criminal History plus WACIC/NCIC person files
- xiii. **RV**– DOL VIN/License Inq.
- xiv. **DNQ** – Query Out of State driver license
- xv. **F/FN/FP** - Weapon/Concealed Pistol License file checks
- xvi. - F - DOL Gun Reg
- xvii. - FN - DOL Gun Reg
- xviii. - FP - DOL Gun Reg
- xix. **QPO** – Query Protective Order
- xx. **D** – Driver Inquiry
- xxi. **DQG** – Regional Drivers Query
- xxii. **QWS** – Query Wanted State
- xxiii. **QI** – Criminal History Inquiry
- xxiv. **DQ** - Driver’s license query.

b. **Entry**

- i. **EAS** – Stolen Article
- ii. **EBS** - Stolen Boat
- iii. **EGS** – Stolen Gun
- iv. **EME** – Missing Person Endangered
 - a. Req Supp Data entry – 4 (SMT, AKA, OLN, SOC)
- v. **EPO** – Protection Orders –
 - a. Req Supp Data entry – 4 (SMT, AKA, OLN, SOC)
- vi. **EVS** – Stolen Vehicle
- vii. **EWf** – Wanted Person Felon
 - a. Req Supp Data entry - 4 (SMT, AKA, OLN, SOC)
- viii. **EA / EASN** – Enter Stolen Article (Sup to EAS Already Inc.)
- ix. **EMD** - Enter Missing Person Disabled
- x. **EMDC** – Enter Missing Disable Caution
- xi. **EMEC** - Enter Missing endangered Caution
- xii. **EMJC** - Enter Missing Juvenile Caution
- xiii. **EMO** - Enter Missing Other
- xiv. **EMOC** - Enter Missing Other Caution
- xv. **EDP** – Add State Index NCIS
- xvi. **DW** - Enter Detainer Warrant
- xvii. **SPO** – Notice of Service Protection Order

c. **Multi-Use (Free Form)**

- a. **WACIC Pass-through Free form general Key – P1**
- d. **MODIFY**
 - a. **None Currently Included**
- e. **LOCATE:**
 - a. **None Currently Included**
- f. **CLEAR**
 - a. **Per entry key collection specified above**
- g. **CANCEL**
 - a. **Per entry key collection specified above**
- h. **SERVE**
 - a. **None Currently Included**

Additional Task Responsibilities:

EIS will:

- a) Review and define supported message keys with County.
- b) Configure M2 with WACIC /NCIC/NLETS forms to support the message formats required by WACIC, and to extract designated associated record data from the RMS and JMS.
- c) Configure the M2 switch with appropriate routing Information.
- d) EIS will ensure EIS employees, and subcontractors comply with the agency security and access requirements as identified in the master contract.

County will:

- a) Provide the definitive listing of message keys required.
- b) Request the required mnemonics from the state.
- c) Agency will adhere to appropriate CJIS security at location that will utilize the WACIC features.
- d) Agency to provide dedicated WACIC connection will be provided for RMS and JMS traffic, separate from CAD.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. County has provided appropriate mnemonics from the state.
3. County adheres to appropriate CJIS security at location that will utilize the WACIC features.
4. Dedicated WACIC connection is provided for RMS and JMS traffic.
5. Deployment of RMS supporting M2 adapter to the exiting County M2 data switch.
6. Deployment of JMS supporting M2 adapter to the exiting County M2 data switch.
7. Installation and configuration of the M2 WACIC adapter.

Completion Criteria:

This task is complete when the system interface is capable of;

- a) Extracting the inmate data as designated in the development specification, and displaying the data within the formatted message key forms.
- b) Processing the query request through the M2 data switch and successfully transmitting to WACIC.
- c) Receiving the data returns from WACIC and routing to the requesting user’s message queue and activating the message queue indicator within the RMS.
- d) Displaying the textural return to the user on request within the RMS environment.

Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Task Inter 12: RMS Subsystem Interfaces –RMS Import from SECTOR Accident

Objective: Provide an automated, electronic import of accident information provided from the State of Washington SECTOR Electronic Accident reporting system being utilized by County law enforcement agencies. Tasks include the development, installation and testing of SECTOR -RMS accident import Interface.

Task Description:

EIS will deploy the existing EIS SECTOR Import Process

Assumptions:

The State will provide the SECTOR crash data to the County as a standardized, formatted extract.

The SECTOR Crash data will include a PDF document of the crash report.

The information imported into the RMS is for indexing and involvement purposes only, as the agency will utilize SECTOR as the primary source of data for accident reports.

No data editing will occur on the local RMS related to the accident report, any modifications to the report will need to be performed directly in SECTOR.

The data for each law enforcement agency within the regional system will be provided by SECTOR to include a clearly identifiable agency identifier.

Responsibilities:

EIS will:

- a) Certify EIS delivered interface for production operation.

County will:

- a) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List and interface control documents.
- b) Provide and install all communications lines and equipment according to the contract documents.
- c) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.
- d) Ensure that necessary certifications, approvals and other related issues will be completed by the County at least ninety (90) calendar days prior to scheduled interface work.
- e) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- f) Conduct test procedures and verify all inter-system communications between the interface process and SECTOR conforms with the approved standard document and interface control documents.
- g) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.

- h) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the defined accident report information from the SECTOR data package, uploading the data to the RMS accident management module and updating the related Master Name Index (MNI) and Master Vehicle Index (MVI) in accordance with the development specification provided by EIS. Interface to be unit tested and verified to be operational by the County as defined in the acceptance plan.

Note: EIS will write to an existing published interface provided from SECTOR for the purpose of this interface. EIS will not contract development work with SECTOR.

Task Inter 13: RMS Subsystem Interfaces –RMS Import from SECTOR Citation

Objective: Provide an automated, electronic import of citation information provided from the SECTOR citation reporting system being utilized by the County law enforcement agencies. Tasks include the development, installation and testing of SECTOR -RMS citation import Interface.

Task Description:

EIS will deploy the existing SECTOR interface.

Assumptions:

The State will provide the SECTOR citation data to the County as a standardized, formatted extract.

The SECTOR Citation data may include a PDF document of the citation report.

The information imported into the RMS is for indexing and involvement purposes only, as the agency will utilize SECTOR as the primary source of data for citation reports.

The data for each law enforcement agency within the regional system will be provided by SECTOR to include a clearly identifiable agency identifier.

Responsibilities:

EIS will:

- a) Certify EIS delivered interface for production operation.

County will:

- a) Provide, on request, currently existing information, record layouts and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.
- b) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List and interface control documents.
- c) Provide and install all communications lines and equipment according to the contract documents.
- d) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.

- e) Ensure that necessary certifications, approvals and other related issues will be completed by the County at least ninety (90) calendar days prior to scheduled interface work.
- f) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- g) Conduct test procedures and verify all inter-system communications between the interface process and SECTOR conforms with the approved standard document and interface control documents.
- h) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.
- i) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the defined citation report information from the SECTOR data package, uploading the data to the RMS citation management module and updating the related Master Name Index (MNI) and Master Vehicle Index (MVI) in accordance with the development specification provided by EIS. Interface to be unit tested and verified to be operational by the County as defined in the acceptance plan.

Note: EIS will write to an existing published interface provided from SECTOR for the purpose of this interface. EIS will not contract development work with SECTOR.

Task Inter 14: DL Data Scan to RMS/JMS Names

Objective: Provides data entry capability into the designated JMS and RMS names screen from data encoded into the designated Driver's License credential eliminating the need for the users to perform manual data entry into JMS data screens associated with persons.

Task Description:

In the **JMS** EIS to deploy the EIS Text to Data Engine and five (5) processing templates, including:

- a. State of Oregon Driver's License data map
- b. State of Washington Driver's License data map
- c. State of California Driver's License data map
- d. State of Idaho Driver's License data map
- e. Federal Military ID data map

Data Screens in JMS supported include:

- a. Inmate Identification Form
- b. Professional Visitors Form
- c. Inmate Contact form
- d. Visitors Form

In the **RMS** EIS to deploy the EIS Text to Data Engine and five (5) state DL processing templates, including:

- a. State of Oregon Driver's License data map
- b. State of Washington Driver's License data map
- c. State of California Driver's License data map
- d. State of Idaho Driver's License data map

- e. Federal Military ID data map

Data Screens supported include:

- a. Incident Names
- b. FI Names
- c. CHL Names Form
- d. Registrants Names Form
- e. Criminal Offenders Names Form

NOTE: TEXT TO DATA ENGINE & DL CREDENTIAL MAPPING TEMPLATES

The engine is used to convert serial text to data elements that can be users within the EIS applications to reduce or eliminate manual data entry. The Text to Data engine will accept data from scannable credentials (e.g. Drivers Licenses) and create a parsed data collection with the ability to map the individual data items to data entry fields presented on selected JMS and RMS person screens. A detailed specification will be prepared on the details of this feature. However, only data present in the encoded ID card and/or return data is an option for parsing and screen population.

The DL credential to data capability is intended to reduce or eliminate direct data entry whenever a scannable credential is available, such as a state driver's license. The EIS software in conjunction with an appropriate scanning device (bar code or magnetic stripe) is capable of translating data encoded within the credential, and populating data screens within the JMS using the received information. Credential encoded data formats are typically unique and will require specific interface mapping templates for each credential. The mapping templates process the incoming encoded data and populate the designated data fields within the EIS applications.

EIS will:

- a) Deploy the licensed EIS Text to Data engine.
- b) Prepare data mapping templates for the referenced credentials.

County will:

- a) Provide supported scan hardware devices to the designated workstations.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

1. Provision and configuration of EIS Supported USB scan devices.

Completion Criteria:

This task is considered complete when on an enabled data screen, the user can successfully scan any one of the referenced credentials and have the related person information appear in the application form fields.

Task Inter 15: RMS Export to EvidenceOnQ (FileOnQ)

Objective: Provides an export of select property data from the RMS to provide property data to the agencies 3rd party property and evidence management system (EvidenceOnQ).

Task Description:

EIS will develop an uni-directional export process to extract select property data records entered into the RMS Incident reporting module, prepare a structured data package capable of supporting multiple property items, and write/push the data package to a commonly defined exchange point (e.g. file share, web service, etc...To be determined) on the execution of property "Submission" function within the RMS. The process will not receive a data return or acknowledgement from the FileOnQ application.

The process will operate as follows. All property related to an incident report will be added to the incident case reporting system as part of either a primary or supplemental case report. Each property record will be defined with a case involvement code that defines the property item's relationship to the report, and these relationships are used to determine if the property item is reasonably within the possession of the officer/agency. The EIS property record will automatically assign a bar code to each property item entered (FileOnQ may opt to use the EIS assigned bar code or assign their own bar code). When the reporting officer completes the property entry, the officer will select the "Submit to Property Room" option from the report navigation tree. Upon selection of the submission function, the system will display the property submission form, and list the items of property where the involvement code indicates physical possession of the item (e.g. a "STOLEN" item would not be in the possession of the agency and would not appear). The submitting officer would select the items to be processed from the displayed list, complete the additional data fields per agency policy and execute the submission. The execution of the submission by the reporting officer will serve as the interface triggering event. The RMS will process the submission request, update the status of the property items within the RMS AND initiate the FileOnQ interface function. The interface will extract the related property item data for the items selected by the officer for submission and generate a single data file containing multiple property items. The data file will contain the property descriptive information (description, quantity, supporting descriptive information, etc.), basic case identification information (Case #, Supplement #, Case Type, etc.), submission information (Officer, drop off location, etc.) in a standardized structured data collection. The data file will be passed to the interface exchange point in accordance with the interface definition. The EIS interface process will terminate. The EIS interface process will not receive data returned from FileOnQ. Modifications to the property Item within the RMS applied following the property submission function will not be transmitted to the FileOnQ system from the RMS. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the commencement of interface programming.

Note: If the agency wishes to have the officer package the property AND apply the bar code to the property package at the time of submission, it most likely would require the use of the EIS assigned bar code.

EIS will:

- a) Review interface operations with the County and FileOnQ to determine the final interface specification.
- b) Create an interface development specification, defining the data elements, triggering events, processing directives and data delivery aspects of the interface.
- c) Develop the interface software/process in accordance with the approved development specification.
- d) Install and test the interface on County's production servers.
- e) Install the number of purchased instances of the interface (licensed on a per agency level).

County will:

- a) Coordinate interface definition with FileOnQ representative.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.
- d) Contract FileOnQ to provide any additional services or interface components required to complete the interface.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from County for FileOnQ interface.

3. Network Access to the required transaction/interchange point via the County's Network.
4. Provision of the FileOnQ side of the interface.

Completion Criteria:

This task is considered complete when the EIS developed process is capable of generating and publishing to the designated interface end-point the data package in accordance with the County approved development specification. Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Software Customization Tasks

None Currently Identified

Data Conversion Tasks

Task DCON 1: EIS JMS Data Conversion

Objective: Convert the existing EIS Intergraph JMS data into the new system.

NOTES:

EIS will build several cycles into the JMS installation process to include sample data conversion testing and validation time prior to live operations (3 cycles anticipated).

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by the County. The normal EIS implementation cycle provides two or more validation conversions. This gives the County the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the County.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the County. Special emphasis is placed on identifying and mitigating any data differences that exist between the new JMS and legacy JMS system.

Normally the first data conversion is done just before deploying the initial system installation for key project personnel. This provides data for training and also gives the County the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If Data Acceptance test fails, additional test conversions attempts can be performed for certification. When the final data conversion test plan and sample data is acceptable to County, the final go-live process can be scheduled, and the final data conversion will be done during this process.

EIS will use best efforts to convert data into new JMS system. EIS can only convert data into the new JMS system where useable data is provided by the County and an appropriate related data element exists in the existing JMS database. Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to existing textual data and update the newly installed JMS system with the historic information contained within the County's existing JMS system housed in the legacy Intergraph database. Data to be converted includes the booking and inmate data currently housed in the County's JMS database, as well as the data collections to be identified within the JMS data conversion plan. EIS will load the data provided by the County, programmatically modify the data to conform to the conversion standards defined by the County in accordance with the conversion plan and upload the converted data to the operational database on the County's live JMS database server.

Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with County subject matter expert(s) to complete a data field mapping between the JMS and the existing JMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.
- c) Develop the conversion code based on the discovery findings, including both the data extraction routines and the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the County.

- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current JMS database schemas on designated test servers.
- f) Deliver to County and upload converted data to the County designated test server.
- g) Project Manager will assist in the data review with County and define Data Acceptance tests.
- h) Perform a final data conversion upon County's review and approval of the test data conversion.

County will:

- a) Provide existing Intergraph data in common exchange format including ASCII, pipe-delimited files and/or in a common database structure (MS SQL Server, etc.) on request by EIS project manager. EIS prefers a standardized SQL .BAK file but can work with County to determine a relevant acceptable format. County will be expected to perform **no less** than 3 full data extractions from the legacy system prior to system cutover.
- b) Provide subject matter and technical expert(s) with sufficient expertise related to the data being converted. The subject matter and technical expert(s) will work with EIS during the Data discovery, data review and Sign-Off phases.
- c) Provide secure access to the database to be converted in the EIS specified format.
- d) After final data acceptance completion, any changes to the data must be made by manual data entry by County or agree to a Change Order with EIS.
- e) Understands the data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion in the designated test server.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
 - a. Inmate Sentences, time served and calculated release dates.
 - b. Inmate docket, charge and charge status.
 - c. Inmate classifications.
 - d. Inmate alerts.
 - e. Inmate housing assignments.
 - f. Inmate visitations.
 - g. Inmate demographics (including mug shots, scars, marks and tattoos).
 - h. Inmate Property.

Dependencies:

1. Provision of the JMS data in a common data interchange format (either a SQL .BAK and/or delimited files) format by the County.
2. County JMS subject matter expert to assist with data mapping and validation.
3. County will facilitate screen shots and output reports containing inmate data to assist with conversion mapping.

4. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task will be completed upon uploading into the new JMS databases the converted data records from the Department's existing Intergraph JMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by County as defined in the Acceptance test plan.

Task DCON 2: EIS RMS Data Conversion

Objective: Convert the existing Intergraph RMS data into the new system.

NOTES:

EIS will build several cycles into the RMS installation process to include sample data conversion testing and validation time prior to live operations.

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by the County. The normal EIS implementation cycle provides one or more validation conversions. This gives the County the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the County.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the County. Special emphasis is placed on identifying and mitigating any data differences that exist between the new RMS and legacy RMS system.

Normally the first data conversion is performed just prior to providing the initial system installation for key project personnel. This provides data for training and also gives the County the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If Data Acceptance test fails, additional test conversions can be performed for certification. When the final data conversion test plan and sample data is acceptable to County, the final go-live process can be scheduled, and the final data conversion will be executed during this process.

EIS will use best efforts to convert data into new JMS system. EIS can only convert data into the new RMS system where useable data is provided by the County and an appropriate related data element exists in the existing RMS database. Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to update the newly installed RMS system with the historic Intergraph information contained within the County's existing RMS system housed in the legacy Intergraph database. Data to be converted includes the case reports, property and evidence and supporting sheriffs' records data currently housed in the County's RMS database. EIS will load the data provided by the County, programmatically modify the data to conform to the conversion standards defined by the County in accordance with the conversion plan, and upload the converted data to the operational database on the County's live RMS database server.

Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with County subject matter expert(s) to complete a data field mapping between the RMS and the existing RMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.

- c) Develop the conversion code, including both the data extraction routines and the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the County.
- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current RMS database schemas on production servers.
- f) Deliver to County and upload converted data to County designated production server.
- g) Project Manager will assist in the data review with the County and define Data Acceptance tests.
- h) Perform a final data conversion upon County's review and approval of the test data conversion.

County will:

- a) Extract data from existing RMS system and provide legacy data in common exchange format including ASCII, pipe-delimited files and/or in a common database structure (MS SQL Server, etc.).
- b) Provide subject matter and technical expert(s) with sufficient expertise related to the data being converted. The subject matter and technical expert(s) will work with EIS during the Data discovery, Review and Sign-Off phases.
- c) Provide secure access to the database to be converted in the EIS specified format.
- d) After final data acceptance completion, any changes to the data must be made by manual data entry by the County or agree to a Change Order with EIS.
- e) Understands the data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion in the test server.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
 - a. Case Reports (offences and arrests).
 - b. FI information
 - c. Citation Data (example of an offence).
 - d. Crash Reports
 - e. Warrants, and warrant status.
 - f. Property and Evidence status and custody.
 - g. Protection/Restraining Orders status

Dependencies:

1. Provision of the RMS data in a common data interchange format (either a SQL .BAK and/or delimited files) format.
2. County RMS data specialist to assist with data mapping and validation.
3. County will facilitate screen shots and output reports containing inmate data to assist with conversion mapping.

4. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task will be completed upon uploading into the new RMS databases the converted data records from the Department's existing Intergraph RMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by County as defined in the Acceptance test plan.

Task DCON 3: JMS Mugshot Data Conversion

Objective: Convert the existing Mugshot image data from the County's existing Intergraph JMS image set into the new EIS JMS system.

NOTES:

EIS will build several cycles into the Mugshot conversion process to include sample data conversion testing and validation time prior to live operations. It is assumed that a clear identifying linkage is available between the inmates' mugshot and the related booking record.

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by the County. The normal EIS implementation cycle provides one or more validation conversions. This gives the County the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the County.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the County. Special emphasis is placed on identifying and mitigating any data differences that exist between the new EIS System and legacy JMS system.

Normally the first data conversion is done just before doing the initial system installation for key project personnel. This provides data for training and also gives the County the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If Data Acceptance test fails, additional test conversions can be performed for certification. When the final data conversion test plan and sample data is acceptable to County, the final go-live process can be scheduled, and the final data conversion will be done during this process.

Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to update the newly installed JMS system with the historic inmate booking/mugshot images contained within the existing Intergraph JMS.

Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with County subject matter expert(s) to complete a data field mapping between the new EIS system and the existing JMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.
- c) Develop the conversion code, including the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the County.

- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current JMS Mugshot database schemas on production servers.
- f) Deliver to County and upload converted data to the County designated production server.
- g) Project Manager will assist in the data review with County and define Data Acceptance tests.
- h) Perform a final data conversion upon County's review and approval of the test data conversion.

County will:

- a) Provide subject matter and technical expert(s) with sufficient expertise related to the data being converted. The subject matter and technical expert(s) will work with EIS during the Data discovery, Review and Sign-Off phases.
- b) Provide secure access to the database to be converted in the EIS specified format.
- c) Extract mugshot data from existing JMS system and provide legacy data in common exchange image format including JPEG.
- d) After final data acceptance completion, any changes to the data must be made by manual data entry by the County or agree to a Change Order with EIS.
- e) Understands the data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Review and approve results of test data conversion in the test server.
- h) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.

Dependencies:

1. Provision of the JMS inmate mugshot data in a common data interchange format, preferably .JPG.
2. County JMS subject matter expert to assist with image data mapping and validation.
3. County provided screen shots and output report containing JMS data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task will be completed upon uploading mug shots into the new EIS JMS system the converted data records from the County's existing Intergraph JMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by the County as defined in the Acceptance test plan.

User Training and Live Operations

Note: EIS personnel will operate on-site at the County to conduct user training and take the proposed system live.

User Training

Task TRN 1: JMS Administrator Training

Objective: Provide on-site training services in accordance with purchased training services for system administration personnel. Conduct JMS technical and administrative training and supply related system administrative materials as described in the Training Plan. Provide JMS and supporting systems - System Administrator Training.

Note: The administrator training will be performed during the JMS configuration workshop.

Task Description:

EIS will provide training services and assist County administrative staff in the configuration and maintenance of the JMS, application configurations and entry of County-specific information such as code tables, users, system permissioning, etc. along with functional use on the operation and support of the installed JMS system and supporting subsystems

Jail Administration: This course covers use of several supervisory programs; including MNI maintenance, Inmate PIN management, Housing Location Maintenance, Security Maintenance, and Table Maintenance along with specialized reporting function including SSA, SCAAP.

Topics covered include: Maintaining the master inmate identifier, maintaining code tables, maintaining security and program, Configuring and authorizing personnel to use the State Switch permissions.

1 – 8 Hour training class

Responsibilities:

EIS will:

- a) Provide standard training sessions for County administrative personnel on the configuration of JMS databases and entry of County-specific data.

County will:

- a) Determine a primary and minimum of one (1) backup system administrator to receive administrative training.
- b) Develop and enter all County-specific input data that is to be entered manually.
- c) Be responsible for the accuracy and completeness of the data provided and entered.
- d) Ensure the participation of the appropriate personnel in the training session, and general user training.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted, as specified on the training plan detailing the training classes and the training class durations, and when EIS training staff has trained the County administrator on procedures for configuring the JMS databases and entering County-specific data.

Task TRN 2: JMS Technical and User Training

Objective: Provide on-site training services in accordance with purchased training services as specified in the implementation schedule to an estimated 136 JMS system users over 8 classes.

Task Description:

EIS will conduct standard and specialized training courses as detailed in the implementation plan to provide training services and materials to designated County personnel on the use of the JMS system, subsystems or other designated components, as described. Training services have been structured to accommodate between 18 and 20 users per class at a County provided training facility.

Jail User: This is a “hands-on” training course for personnel that will be required to access information and entering data into the EIS JMS system. The course covers all the key modules included in the Jail Management Program, but most time is spent on the core booking, housing and release elements of the module. This class provides a working overview, and County specific guidelines for the appropriate use of the JMS.

Topics covered include: Logging on and starting the program, Program navigation, Use of Code Tables and help facilities, Inmate searching and record reconciliation, booking activities including: inmate identification, arrest information, charge management, housing, movement and classifications. Specific emphasis on data access and forms. Description of data fields and forms, Saving data and Best Operating Practices.

8 – 8 hour classes.

Responsibilities:

EIS will:

- a) Provide standard training sessions for County technical and end user personnel on the operations of the JMS system as specified in the implementation plan.
- b) Training is structured to the requirements of the County. EIS is flexible on course hours, times, days, etc. Courses may be given multiple times to accommodate shift and other scheduling requirements. Scheduling will be developed by County and EIS.
- c) Provides training manuals and any other materials required for the training in electronic format.
- d) Provide knowledgeable training staff to conduct classes

County will:

- a) Designation of a training coordinator that will work with the EIS project manager to schedule training at the County. The training coordinator will be responsible to ensure that County personnel are available, and relieved of routine duties, during scheduled training sessions.
- b) Make arrangements and assignments for all required personnel to attend EIS training with their appropriate functional group. Ensure the participation of the appropriate personnel in the training session, and general user training.
- c) Provide data entry policies and procedures for each functional group.
- d) Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.
- e) Ensure end user system administrative personnel attend and is available during each scheduled training session, and a County subject matter expert to answer policy questions.
- f) Provide a dedicated training area that can comfortably accommodate the scheduled classes. This classroom must accommodate individual workstations for each student. Training is will

be performed on the customer's site using the actual operational system. Training area must also accommodate an overhead projector, projector screen/whiteboard, and include workspace in the back of the room for EIS Personnel.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted as specified on the implementation plan.

Task TRN 3: RMS Administrator Training

Objective: Provide on-site training services in accordance with purchased training services for system administration personnel. Conduct EIS RMS technical and administrative training and supply related system administrative materials as described in the Training Plan. Provide EIS RMS and supporting systems - System Administrator Training

Note: The administrator training will be performed during the RMS configuration workshop.

Task Description:

EIS will provide training services and assist County administrative staff in the configuration and maintenance of the RMS, application configurations and entry of County-specific Information such as code tables, users, system permissioning, etc. along with functional use on the operation and support of the installed RMS system and supporting subsystems.

Topics covered include: Maintaining the master name index, maintaining code tables, maintaining security and program, Configuring and authorizing personnel to use the State Switch permissions. At the completion of the course, the student should be prepared to begin using the new system.

2 – 8 Hour training class

Responsibilities:

EIS will:

- a) Provide standard training sessions for County administrative personnel on the configuration of RMS databases and entry of County-specific data.

County will:

- a) Determine a primary and minimum of one (1) backup system administrator to receive administrative training.
- b) Develop and enter all County-specific input data that is to be entered manually.
- c) Be responsible for the accuracy and completeness of the data provided and entered.
- d) Ensure the participation of the appropriate personnel in the training session, and general user training.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted, as specified on the training plan detailing the training classes and the training class durations, and when EIS training staff has trained the County administrator on procedures for configuring the RMS databases and entering County-specific data.

Task TRN 4: RMS Technical and User Training

Objective: Provide on-site training services in accordance with purchased training services as specified in the implementation schedule to an estimated 300 RMS system users.

Task Description:

EIS will conduct standard and specialized training courses as detailed in the implementation plan to provide training services and materials to designated County personnel on the use of the RMS system, subsystems or other designated components, as described. Training services have been structured to accommodate between 18 and 20 users per class at a County provided training facility. Classes will include base data entry, inquiry and case management training as appropriate for the user's job classification.

Data Entry: A "hands-on" training course for personnel that will be entering data into the EIS RMS system. Training includes the fundamentals of data entry and spans all the key modules included in the Law Entry Program. Specific focus on the County defined data entry policy related to the core crime report entry module. Topics covered include: Logging on and starting the program, Program navigation, Use of Code Tables and help facilities, Using the Master Name and Master Vehicle links. Description of data fields and forms, Saving data and Best Operating Practices.

Data Inquiry: Topics covered include: Searching names via the Master Name Index, Searching vehicle via the Master Vehicle Index, Detailed searches of key modules, Photos and Documents, Finding status via Case Management Searches, Alerts, Finding rejected cases and managing reporting, Use of wild card and keywords – best practices.

Case Management/Workflow: Topics covered include: Approving Crime Reports, Assigning Crime Reports Rejecting and Correcting Crime Reports, Scheduling, Finding and Locating Crime Reports.

17 – eight (8) hour classes.

Responsibilities:

EIS will:

- a) Provide standard training sessions for County technical and end user personnel on the operations of the RMS system as specified in the implementation plan.
- b) Training is structured to the requirements of the County. EIS is flexible on course hours, times, days, etc. Courses may be given multiple times to accommodate shift and other scheduling requirements. Scheduling will be developed by County and EIS.
- c) Provides training manuals and any other materials required for the training in electronic format.
- d) Provide knowledgeable training staff to conduct classes.

County will:

- a) Designation of a training coordinator that will work with the EIS project manager to schedule training at the County. The training coordinator will be responsible to ensure that County personnel are available, and relieved of routine duties, during scheduled training sessions.
- b) Make arrangements and assignments for all required personnel to attend EIS training with their appropriate functional group. Ensure the participation of the appropriate personnel in the training session, and general user training.
- c) Provide data entry policies and procedures for each functional group.
- d) Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

- e) Ensure system administrative personnel attend and is available during each scheduled training session to answer policy questions.
- f) Provide a dedicated training area that can comfortably accommodate the scheduled classes. This classroom must accommodate individual workstations for each student. Training is generally done on the customer's site using the actual operational system. Training area must also accommodate an overhead projector, projector screen/whiteboard, and include workspace in the back of the room for EIS Personnel.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted as specified on the implementation plan.

Cutover to Live Operations

Task GL 1: Jail Production Cutover

Objective: Complete final data conversion and cut over to live operation of the JMS system.

Task Description:

Upon completion of the user training, EIS will conduct a final data conversion and take the JMS system live. EIS personnel will remain on site to assist users with the new system and respond to any issues discovered with the live system. Final data conversion and cutover generally takes 24-72 hours. A data conversion and cutover plan will be included in the Project Plan.

Responsibilities:

EIS will:

- a. Complete a final data conversion.
- b. Assist the County to verify the final converted data.
- c. Assist the County staff in placing JMS into a production status.
- d. Initiate system interfaces as required.
- e. Provide ON-SITE start-up support resources and go-live assistance by EIS technical staff for up to five (5) calendar days post cutover to monitor the subsystem and to respond to issues identified.
- f. Monitor the initial operation of JMS and answer any operational questions raised by the County.
- g. Provide start-up support and any required go-live assistance.
- h. Transition system management to EIS Support services and note go-live start date for Warranty (first year) purposes.

County will:

- a. Place the software into production and begin operational use in consultation with EIS and in accordance with the Project Schedule.
- b. Ensure appropriate County staff is available as required to support transition.
- c. Coordinate with third party vendors as required for interface transition.

Completion Criteria:

This task will be completed once the final data conversion is completed and verified and the JMS system taken live.

Dependencies:

1. Receipt of formal acceptance from County with authorization to proceed to system "Go-Live".
2. Completion of end-user training

Completion Criteria:

This task is considered complete when JMS is placed into production operation.

Task GL 2: RMS Production Cutover

Objective: Complete final data conversion and cut over to live operation of the RMS system.

Task Description:

Upon completion of the user training, EIS will conduct a final data conversion and take the RMS system live. EIS personnel will remain on site to assist users with the new system and respond to any issues discovered with the live system. Final data conversion and cutover generally takes 24-72 hours. A data conversion and cutover plan will be included in the Project Plan.

Responsibilities:

EIS will:

- a. Complete a final data conversion.
- b. Assist the County to verify the final converted data.
- c. Assist the County staff in placing RMS into a production status.
- d. Initiate system interfaces as required.
- e. Provide ON-SITE start-up support resources and go-live assistance by EIS technical staff for up to seven (7) calendar days post cutover to monitor the subsystem and to respond to issues identified.
- f. Provide start-up support and any required go-live assistance.
- g. Transition system management to EIS Support services and note go-live start date for Warranty (first year) purposes.

County will:

- a. Place the software into production and begin operational use in consultation with EIS and in accordance with the Project Schedule.
- b. Ensure appropriate County staff is available as required to support transition.
- c. Coordinate with third party vendors as required for interface transition.

Completion Criteria:

This task will be completed once the final data conversion is completed and verified and the RMS system taken live.

Dependencies:

1. Receipt of formal acceptance from County with authorization to proceed to system "Go-Live".
2. Completion of end-user training

Completion Criteria:

This task is considered complete when RMS is placed into production operation.

Project Completion and Sign Off

Task COM 1: JMS Go-Live Acceptance

Objective: Complete post go-live final system acceptance with the following tasks associated with the Go-Live acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within three (3) days of system "Go-Live" EIS will certify completion of the JMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and County project managers and KCSO will ensure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the JMS portion of the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

Task COM 2: RMS Go-Live Acceptance

Objective: Complete post go-live final system acceptance with the following tasks associated with the final acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within three (3) days of system "Go-Live" EIS will certify completion of the RMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and County project managers will ensure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

Task COM 3: System Delivery Final Acceptance

Objective: Within 30 days of the completion of both the JMS and RMS go-live activities, EIS will certify Final Acceptance with the County. Complete post go-live final system acceptance with the following tasks associated with the final acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within three (3) days of system “Go-Live” EIS will certify completion of the JMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and County project managers and MCSO will ensure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

Exhibit A - Change Order Form (standard)

Change Order Agreement

SECTION A. CHANGE ORDER DESCRIPTION

CR #:		Date:	
Client Name:	Kitsap County, WA	Requestor:	
Project Name:	Kitsap County RMS & JMS	Priority:	
Impact Area:		Target Date	

This document incorporates by reference the existing contract _____ dated _____.

Short Description of Change:

Modify existing agreement to include

a.

Detail Description of Change:

1. Modify existing agreement to include.....

a.

Kitsap County Sheriff's Office Financial/Cost Impact

SECTION B: IMPACT STATEMENT

Conditional Payment:
Schedule Impact:

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS CHANGE ORDER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SERVICES DESCRIBED HEREIN CONSISTS OF THIS CHANGE ORDER. THIS STATEMENT OF THE CHANGE ORDER SUPERSEDES ALL PROPOSALS OR OTHER PRIOR ACKNOWLEDGEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS SUBJECT.

Change Order Agreed to:

EIS

DocuSigned by:

 By: _____
11F1508E06AD42C...

Authorized Signature

Name: **Justin Davis**
Title: **VP Operations**
Date:

Change Order Agreed to:

County

By: _____

Authorized Signature

Name:
Title:
Date:

Exhibit B - Minimum Hardware Standards

Exhibit C - RACI Template

Kitsap County Responsibility Matrix

Project Name: Kitsap County RMS and JMS Regional System

Project Manager:

Stakeholders

RMS & JMS Activities	Name EIS Project Mgr	Name County Project Mgr	Name Sponsor	Name Tech Lead	Name Finance	Name IT Analyst	Name Business Lead	Name Testing
Initiation (Concept Phase)								
Project Request	P S		S	-	S	-	-	-
Define Objectives, Deliverables	A		A	I		-	I	-
Project Organization	A		I	I		-	I	I
Cost Estimate	P		P	I	A	I	P	I
Risk Assessment	P		I	P		P	P	P
Justification statement	I		P	I		I	I	-
Develop Project Charter	A		S	S	S	I	S	I
Elaboration (Planning Phase)								
RFP Development								

Vendor Selection								
Scope Statement								
WBS								
Project Schedule								
Communications Plan								
Project Budget								
Quality Plan								
Use Case Analysis								
Specifications								
Architecture								
Design								
Prototypes								
Test Plan								
Construction (Execution Phase)								
Product Development								
Quality Control (e.g. testing)								
Quality Assurance								
Documentation								
Training development								
Configuration Management								
Transition (Testing / Rollout Phase)								
System testing								

Rollout								
User training								
Project Close								
Lessons Learned								

<u>Code</u>		
A	Accountable	Responsible for success/failure of this activity
P	Participant	Actively participates in the activity
R	Review Required	This person must review the output of this activity
I	Input Required	Project Team needs input from this person in this activity
S	Sign-off Required	Must sign-off the appropriate document



SUPPORT SERVICES AGREEMENT

THIS SUPPORT SERVICES AGREEMENT (the “**Agreement**”) is made and entered into this ___ day of _____, by and between Kitsap County, a Washington state municipal corporation Hereinafter referred to as the County “**County**”, and Executive Information Services, Inc., hereinafter referred to as “**Contractor**” or “**EIS**”.

WHEREAS, the Contractor has agreed to sell and County County agreed to purchase support services described in the Schedule of Support Services (“**Support Services**”), attached hereto as Schedule “A” and incorporated herein.

1. **GENERAL SCOPE OF SERVICES.** Contractor agrees to furnish to the County the Support Services in accordance with, this Agreement, and the Schedules attached hereto and incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the KC 561-20 Public Safety Records and Jail Records Management Software Contract (“Contract”).
2. **TERM.** This Agreement shall commence on the Go-Live Date as that term is defined in the Contract (the “Effective Date”) and shall be coterminous with the Contract term (the “**Initial Support Term**”), unless and until terminated or extended as provided herein. Thereafter, this Agreement may be renewed by mutual agreement and by payment of Contractors’ then current fees for Support Services (each a “**Support Renewal Term**”). The Initial Support Term and any Renewal Term shall collectively be referred to as the “Term”.
3. **SUPPORT FEE.** The initial 12 month term commencing on the Go-Live Date is a warranty period. Following the initial 12 months, the County agrees to pay the Contractor for the services and equipment herein as provided in Appendix C (Cost Proposal) of the Contract (the “**Support Fees**”).

EIS Products covered by this agreement and cost breakdown:

- a. Support Services for **{JMS and RMS}** _____
 - b. Subscription/Support Services for **{Citizen Service Portal}** _____
4. **PAYMENT.** County will pay Contractor the Support Fees specified above. Payment of the applicable fees is due prior to the commencement of Support Services. Contractor will invoice for the Support Fees annually in advance. All payments hereunder are non-refundable. The Support Fees do not include sale taxes. County agrees to to pay all sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate which shall be added to each invoice to County as appropriate. County shall reimburse Contractor for all reasonable travel and out of pocket expenses. All travel expenses must be preapproved in writing by the County prior to commencement of travel.



5. **RESTRICTIONS.** In addition to the exclusions set out in Schedule "A", (a) Contractor shall have no obligation to provide Support Services if County fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement or the Sales, Service and License Agreement. (b) Contractor shall have no obligation to provide Support Services for any system component that has been modified by the County or any third party without express written approval by Contractor. (c) County agrees to provide Contractor with access to facilities and equipment as are reasonably necessary for Contractor to perform its obligations, including remote access subject to any Contract restrictions provided to Contractor in writing.
6. **WARRANTY.** Contractor agrees to perform the Services in a professional manner and as otherwise set forth in this Agreement and the Contract.
7. **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 6, SUPPORT SERVICES AND ALL DOCUMENTATION AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO CUSTOMER, "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

CONTRACTOR, ITS AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SUPPORT SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

8. **LIMITATION OF LIABILITY.** TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CONTRACTOR, ITS AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND COUNTY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT THAT IS EQUAL TO THE SUPPORT FEES PAID TO CONTRACTOR BY AGENCY FOR THE THEN CURRENT TERM WHICH SHALL IN NO EVENT BE GREATER THAN THE AMOUNT OF SUPPORT FEES PAID IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.



9. **TERMINATION.** This Agreement may be terminated as follows:

(a) Either party may terminate this Agreement effective immediately upon written notice to the other party to that effect, if the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach by the non-breaching party.

(b) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(c) This Agreement shall automatically terminate in the event that the Sales, License and Services Agreement entered into between the parties terminates or expires.

(d) CONTRACTOR may terminate this Agreement upon 30 days prior written notice to the COUNTY, if County fails to pay any Support Fees when due.

(e) Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.

10. **OTHER SERVICES.** Professional services (training, project management, data conversion, general consulting, etc.), not support related, are not included in the services provided under this agreement and can be provided to the COUNTY on request at the then-current rate for the applicable service.

11. **DELIVERY OF NOTICES.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR: Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

CUSTOMER: Administrative Lieutenant
Kitsap County Sheriff's Office
614 Division Street MS-37
Port Orchard, WA 98366

Director, Information Services Dept



Kitsap County
614 Division Street MS-21
Port Orchard, WA 98366

Such notice shall be deemed made when personally delivered or in 5 days after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

12. GENERAL.

- a. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of Agreement by reason of any default, delay, or failure to perform any of their respective obligations in relation to the Agreement, if the delay or failure was due to any cause beyond the party's reasonable control and without fault or negligence. Circumstances deemed to be beyond the control of the parties hereunder include, without limitation, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay or as otherwise agreed to in writing by the parties.
- b. **Entire Agreement.** The parties acknowledge the Contract together with the EIS SSLA, Statement of Work, this EIS Support Services Agreement, all other Attachments to the Contract, and any Schedules to such Attachments and SOWs, is the product of negotiation between the parties and represents the entire agreement and understanding of the parties with respect to its subject matter. All previous agreements, understandings, and representations, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract. The terms, provisions, or conditions of any purchase order or other business form or written authorization used by County will have no effect on the rights, duties or obligations of the parties under this Contract, regardless of any failure of Contractor to object to those terms, provisions or conditions.
- c. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- d. **Modification.** This Agreement may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both COUNTY and CONTRACTOR.
- e. **Governing Law.** The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its

construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington or in a federal court nearest to Kitsap County, unless otherwise required by law.

- f. **Mediation.** The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location in Kitsap County or such other mutually agreed upon location; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator, unless otherwise agreed to by the parties. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.
- g. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.
- h. **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or County relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- i. **Allocation of Risk.** County acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Contractor and County and set forth an allocation of risk reflected in the fees and payments due hereunder.
- j. **Survival.** The following sections and articles shall survive the termination or expiration of this Agreement: Sections 1 (General Scope of Services), 3 (Support Fees), 4 (Payment), 5 (Restrictions), 7 (Disclaimer), 8 (Limitation of Liability), 10(Other Services), 11(Delivery of Notices), 12 (General), and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder; unless and until waived expressly in writing by the party to whom they are the benefit.
- k. **Waiver.** A waiver of a default of any part, term, or provision of this Agreement or failure to enforce any provision of this Agreement shall not be construed as a waiver of any



subsequent default or as a waiver of the part, term, or provision itself. All waivers must be in writing

- I. **Notice.** Any notices, demands and other communications required by this Agreement will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice will be deemed to be given five days following the date of mailing, or immediately if personally served. Each party will designate a contract representative, which may be changed by providing 15 days' prior notice to the other party.

TO CONTRACTOR: Executive Information Services, Inc.
1396 NE 20th Ave. Suite 100
Ocala, FL 34470

With a copy to: N. HARRIS COMPUTER CORP.
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: General Counsel
Telephone: 613-226-5511, Ext. 2149

TO County's Representatives:

Administrative Lieutenant
Kitsap County Sheriff's Office
614 Division Street
Port Orchard, WA 98366

Director, Information Services Dept
Kitsap County
614 Division Street
Port Orchard, WA. 98366

13. STAFF REQUIREMENTS

- a. The CONTRACTOR must submit the names, dates of birth, and/or fingerprints of any persons assigned to provide the COUNTY services, so that KCSO may conduct a background check prior to any onsite visits and/or access to County databases or interfaces. All such information shall be deemed Confidential Information of CONTRACTOR and subject to County's obligations of confidentiality set out in Section 20 of the EIS SSLA.
- b. While at County facilities, CONTRACTOR'S Personnel shall conduct themselves in a businesslike professional manner, treat employees courteously, and comply with reasonably safety practices, adhere to no-smoking ordinances, and the COUNTY'S drug-free workplace policy provided such practices and policy have been provided to Contractor in advance. The COUNTY has the right to request the removal of any CONTRACTOR employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.



- c. If during the Contract term, the COUNTY determines in good faith that the continued assignment to the Contract of any CONTRACTOR’S Personnel (including CONTRACTOR’S key personnel) is not in the best interests of the County, acting reasonably, the parties will attempt to resolve the COUNTY’S concerns on a mutually agreeable basis. If the parties are unable to resolve the COUNTY’S reasonable concerns within ten (10) business days, the CONTRACTOR will remove that person from the position and shall timely propose to the COUNTY the assignment of another individual of suitable ability and qualifications.

- d. With respect to all other CONTRACTOR’S Personnel, CONTRACTOR will use its commercially reasonable efforts to ensure the continuity of its assigned suitable and qualified personnel performing services under the Contract. The CONTRACTOR shall not transfer, reassign or remove key personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death) during the specified period in the Scope of Work without the County’s prior approval, which will not be unreasonably withheld.

DATED this ___ day of _____, 2022

Executive Information Services, Inc.

DocuSigned by:

Todd Richardson

TDA0B8789CE94EC...

Todd Richardson

CFO Executive Information Services

DocuSigned by:

Gregg Merlihan

AA02924E480643C...

Gregg Merlihan

SEVP Executive Information Services

DocuSigned by:

Jeff Pugh

BC2099566D74E41C...

Jeff Pugh

EVP Executive Information Services

KITSAP COUNTY

John Gese

Kitsap County Sheriff

DATED this ___ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair



EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



Schedule "A"
Executive Information Services, Inc.
SCHEDULE OF SUPPORT SERVICES

1.0 SUPPORT SERVICES

Executive Information Services, Inc. will provide Support Services (as that term is defined in Section 2.0) for licensed Software (as that term is defined in this Section 1.0) in accordance with the provisions of this document.

GENERAL PROVISIONS. Standard Support Services only relate to EIS application software that is validly licensed by Customer pursuant to a Sales, Service and License Agreement that is in effect between Customer and EIS (the "Software"). Support Service plans do not cover computer hardware, operating systems, e-mail systems, networks, network operating systems, or other computer or network components whether or not they were provided by Contractor. Support Services do include limited diagnostic services and coordination with hardware support vendors, communications vendors, E911 vendors, radio console vendors, and other involved third parties. All charges by third parties for system software licenses, cabling, hardware components, etc. are the responsibility of the County.

SUSPENDED SERVICE. Contractor will suspend Support Services on any County with an outstanding invoice more than 90 days in arrears. Agencies with suspended Support Services may have service reinstated by paying all back-due service fees, the annual support fee for the current period, and the then-current reinstatement fee. In the event that County terminates this Agreement or elects not to renew this Agreement and allows Support Services to lapse, in order to reinstate Support Services County will be required to enter into a new Support Services Agreement and will be required to pay all back-due Support Fees that would otherwise be applicable to the lapsed period in addition to the then current Support Fees for the new term.

CONTRACTOR QUALIFICATIONS. Contractor has and will maintain the personnel, experience and knowledge necessary to qualify Contractor to perform the duties under this agreement.

DOJ COMPLIANCY. Contractor support personnel have undergone background checks. Agencies that require a CJIS vendor contract or need to maintain additional validation related to Contractor support personnel should contact EIS Support.



2.0 LISTING OF SERVICES

EIS provides the following software and technical support services and reserves the right to change or modify the services at any time and upon 45 days' notice to County (the "Support Services"). EIS will use commercially reasonable efforts to provide solutions for any problem or issue reported and determined to be in the EIS Software or documentation. While it is EIS's goal to provide an acceptable resolution for all incoming service requests, EIS cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved.

EIS personnel, when accessing County's network through a remote access connection and when providing on-site Support Services, shall comply with the County policies provided to EIS in advance regarding security, safety and professional conduct.

1. Telephone Technical Support—County has access to EIS qualified technical and applications support personnel via the Call Center number listed herein. EIS will use reasonable efforts to resolve any query relating to EIS licensed Software or its use or operation by County.
2. Software Remediation—EIS will use its reasonable efforts to correct or circumvent any reported reproducible error in licensed Software in order to bring the Software into material conformance to the then current published documentation.
3. Diagnostic Services—Support Services include diagnostic services that may be reasonably required to correct reproducible errors or malfunctions in the licensed Software. EIS will also work closely with County personnel where necessary to coordinate repair efforts with other vendors or in-house technicians.
4. Interface Maintenance—Support Services on State Interface Gateways includes programming modifications mandated by State Agencies and agreed to by EIS in writing (subject to EIS' right to charge additional fees for custom components for County and the change management process). New state switches requiring new gateways and completely different protocols or message formats may be subject to additional charges. Due to variability, changes to E-9-1-1 interfaces may be subject to additional charges. All other third party interface support is subject to additional charges.
5. System Notification Service—Periodically EIS releases electronic bulletins or newsletters designed to alert users to potential problems with EIS systems, virus threats, or provide best use recommendations.
6. General Systems Consulting—EIS provides limited consulting services when related to EIS products and product use within the County.
7. Software Updates—"Updates" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that EIS makes generally available to its customers as part of its Support Services. Minor Updates are included in standard service plans. Minor Updates are normally provided via remote support facilities and do not involve on-site visits. Additional service packs or updates may be applied depending on individual County



circumstances. “**Upgrades**” means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software, that require significant database changes, data conversions, re-installation of software systems, or extensive operator training, that EIS makes generally available to its customers and are subject to additional charges. Charges for major Upgrades depend on the scope of the changes, size of the County, required days on site, and other factors related to implementation costs.

Updates are scheduled with each County on a case by case basis and County has the option to accept or decline any update provided that EIS shall no longer be obligated to perform certain obligations pertaining to the fix provided in the Update as further described herein or in the EIS Sales, Service and License Agreement in the event that the County has failed to install any Update. Due to variables in scheduled feature sets and program development, no guarantees of releases or release dates for any software are made. When Updates are anticipated, County will be provided the release notes corresponding to the Update.

8. Documentation Updates—Updated documentation for every release, Update or change to the system will be provided embedded within the application Software as part of the distribution software.

REMOTE ACCESS SUPPORT

Support Services are normally provided via a remote access connection to the County. This is normally done via a high speed Internet connection from the EIS Support Center to the customer site. EIS can provide programs for a secure link or will work with most existing County VPN’s or security appliances. Low speed connections can degrade the ability of EIS to respond to client requests or provide updates. Remote Support Services include Updates, diagnostic services, and client initiated remote desktop sessions. At the County’s option, prior to establishing an attended connection, EIS will email a connection notification to a defined email at the County indicating that an external connection will be established to the County’s system. If the connection to the County’s servers result in the resolution of the reported issue, a SR closing email would be sent to the County’s notification list.

ON-SITE SUPPORT

EIS will provide on-site support, if deemed required by EIS, in consultation with the COUNTY and subject to the restrictions on travel expenses set forth in paragraph 4 of the Agreement. This is usually reserved for critical failures that render the system inoperable or seriously degrade system performance. Response time is dependent on distance, severity of the errors, and other factors and is coordinated with the designated County project manager.

3.0 SERVICE REQUESTS

A Service Request (SR) may be filed by County for any operational problem or Software error. An error is any reported malfunction or other defect in the EIS licensed Software that can be reproduced by EIS



and that constitutes a non-conformity from the product documentation provided by EIS to Customer under the Sales, License and Services Agreement.

Regardless of how submitted, all Service Requests are documented in an on-line database at the EIS customer support WEB site along with remedial actions and other pertinent data.

SERVICE REQUEST SUBMISSION

Service Requests can be submitted by any means convenient to County; phone, fax, e-mail, or WEB. Critical high priority service requiring immediate assistance should be submitted by phone to the EIS Call Center. This is available 24 x 7. We request after hours calls be limited to emergency, priority 1 calls. Unless restricted by County, EIS will accept routine and emergency calls from any County personnel. Contact numbers and addresses are:

Mailing Address: Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

Call Center: (208) 580-0400
Fax Number: (209) 370-9921
WEB Site Address: www.goeis.net
Support Portal: www.portal.goeis.net
E-Mail Address: support@goeis.net
Automatic Problem Report: support@goeis.net

SUBMISSION GUIDELINES

1. Critical issues should be reported by telephone to the EIS Call Center (208) 580-0400
2. Issues and service requests can be submitted by any of the following.
 - a. Contact the EIS Call Center by telephone at the above number.
 - b. Send an e-mail with pertinent details on the issue to support@goeis.net. This will create an automatic service request in our system and notify support technicians. You will be provided details by return e-mail and your issue will be reviewed within 24 hours.
 - c. Log onto our support WEB site and submit the issue.
3. In all cases, the following details should be provided.
 - a. Full contact information including your name, your County, contact phone number and e-mail address.
 - b. The particular program or product that is causing the issue.
 - c. All details you have on the issue.
 - d. Date/time the issue occurred
 - e. Workstation/Server where the issue occurred
 - f. Symptoms of the problem. What error message displayed.
 - g. Did the problem occur once or often? Is the problem erratic or consistent? Can the problem be duplicated and if so, what are the steps to duplicate it.



- h. Enclose a screen shot if possible.
- 4. An automated system response is sent to the originator and designated County contacts when the service request is created in the system and whenever key details on the service request change in the system.
- 5. An County can check their service request status at any time at the EIS Service Request portal above.

SERVICE LEVEL RESPONSE

Each Service Request is assigned a priority based on its severity and disruption to the County. EIS has set the following priorities guidelines.

Priority	Level	Description	Processing
1	Critical	A major system or sub-system has failed and become inoperable. For example CAD has failed. County cannot perform a critical job function. County has initiated support request via direct telephone to EIS support desk.	Service is continuous. If the issue cannot be resolved by the answering technician, then escalation is immediate. Response time will vary from immediate to within several hours, but will not be longer than 2 hours
2	High	A major component or sub-system has failed. For example a state interface has failed and is seriously degrading the CAD system. County job function is degraded or limited. County has initiated support request via direct telephone to EIS support desk.	Service is determined by the nature of the problem and consultation with the County. The problem is given priority support and may be escalated as necessary.
3	Medium	A processing error has occurred or there is an error in processing. For example a data field is not saving in a report, a report has incorrect totals, etc. County experiences intermittent problem or minor degradation.	Service is routine. Escalation depends on circumstances. Program errors may be fixed by service packs, delayed to regular releases, or work-arounds applied as necessary.
4	Low	Low priority. Error in provided component causing operational function/feature to occasionally fail or cause minor inconvenience.	Service is generally handled in the course of regular system updates. Will be addressed as soon as feasible for EIS
5	Enhancement	Modification to the behavior of an existing feature, or the addition of a new feature/function or report at the request of the County.	Enhancement request is reviewed and slated for development as determined by the EIS software review team. Enhancements are provided in the course of regular system updates. No commitment of delivery by EIS unless contractually stated.

SERVICE REQUEST ASSIGNMENT

Each service request submitted is assigned to an EIS support technician that has responsibility for resolving the issue, keeping the County notified of progress on the issue, and ultimately resolving and closing the issue. The assigned person is provided in an automatic response to the requestor and is available on the support WEB portal. You may contact the assigned person at any time for an update on the status of the Service Request, to update priority, or to discuss additional details on the issue.

SERVICE REQUEST STATUS

Each Service Request is assigned a status. Status codes are:



OPEN	The SR is actively being worked on by EIS
COMPLETE	EIS has completed all work on the SR and is waiting authorization to close it.
CLOSED	The SR is no longer active in the system. Closed SR's are no longer tracked by EIS.

ESCALATION

EIS has designated a group of senior technical and programming resources that are available for critical service requests that cannot be handled in the course of normal business. This team is notified immediately on all priority 1 service requests and notified when appropriate on other critical issues. EIS management reviews all escalated and priority 1 critical service requests on a weekly basis. In the event issues have not been resolved to the County's satisfaction, the issue may be escalated to the Vice President of Client Services.

CLOSING SERVICE REQUEST

Service requests are closed based on consultation with County. A completed service request has its status changed to COMPLETE by EIS pending consultation and review for closure. An EIS representative will review the case with the originator or with a designated County contact before closing the support request. This may be by e-mail or phone as is most convenient. If a timely contact cannot be established for review, EIS will close the request.

An automatic system response is sent to the originator and all designated County contacts when a service request is closed.

PRODUCTION SYSTEM

Standard Support Services and escalation apply to County production use Software. Licensed EIS Software on test, training, development, or other non-production systems receives a medium level response and is scheduled in consultation with the County.

EXCLUSIONS

1. EIS assumes no responsibility for computer hardware or third party software including operating systems, communications circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.
2. Data backup and integrity checking is the responsibility of the County.
3. Virus protection, system intrusions, security breaches, and malware protection are the responsibility of the County, unless it was an industry known virus, malware, or other harmful code included in the Software as and when delivered by EIS.
4. Table maintenance, including offense code tables, are the responsibility of the County. EIS provides utility and maintenance programs that facilitate this.



5. Access Control and security setup for County users is the responsibility of the County. EIS provides utility programs that facilitate this.
6. Errors caused by mis-use, use on inadequate or out of date hardware or operating system software. Errors caused by conflicts with other third party or County provided software.
7. New custom reports or report modifications are not included in standard Support Services.
8. If required, EIS may provide release notes, on-line tutorials or other training on new features or operational problems under the service agreement. Full training for new users or general training for the County that requires on-site services is not included in the standard Support Services. Release notes will be provided at no charge to the County.
9. EIS shall not be required to provide Support Services for any non-current versions of the Software for errors or deficiencies in the Software for which an Update has been provided to CUSTOMER that CUSTOMER elected not to accept and install.

ENHANCEMENT REQUESTS

Requested system enhancements, including new report requests, are considered for inclusion in EIS products at EIS's sole option. No guarantee of implementation is made and no timeframes are provided for any requested enhancements. *Enhancements and product content and feature sets are at the sole discretion of EIS. Custom feature requests are not included in standard support plans.* Any feedback, ideas, and suggestions for enhancements to EIS Software that County submits will become the property of EIS. EIS may use this information for any EIS business purposes, without restriction, including for product support, development, for sale, license or other transfer to third parties without any obligation to County.

4.0 COUNTY RESPONSIBILITIES

The level of service EIS can provide is dependent upon the cooperation of the County and the quantity of information that the County can provide. If the County cannot reproduce a problem or if the County cannot successfully gather adequate troubleshooting information, EIS may not be able to ultimately resolve the problem. Careful submission of service requests is an important County responsibility.

FACILITY, SYSTEM AND DATA ACCESS

In order to provide County with technical support, EIS may need to remotely access County computing environment. This access is for diagnostic, backup, or data recovery purposes only. Access methods and procedures are worked out with each customer individually. As part of Support Services, EIS may be given access to your data and may temporarily copy all or parts of databases from your systems. All data that is provided or made available to EIS by the County under this



Agreement shall be governed by the terms of Section 14.3 of the Contract. EIS shall treat all such data as Confidential Information of the County. Data is not permanently retained and is destroyed when no longer required for diagnostics. County is notified of any data access in advance. If on-site services are required, EIS will require access to facilities and equipment on-site. Contractor shall keep all Confidential Information in confidence, and take those steps that it takes to protect its own confidential and proprietary information, which shall be no less than reasonable, to protect the Confidential Information from unauthorized use, access, copying or disclosure. Contractor shall not disclose or release Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that Contractor shall first give reasonable notice to County prior to such disclosure so that the Contractor may obtain a protective order or equivalent and provided that the Contractor shall comply with any such protective order or equivalent. Contractor agrees not to disclose or release such Confidential Information to any third person without the prior written consent of County, except for authorized employees or agents of COUNTY who have a need to know such information for the purpose of performance under this Agreement, and who are bound by confidentiality obligations at least as protective of County's Confidential Information as this Agreement. Contractor shall not copy Confidential Information, in whole or in part, except as authorized by County in writing.



County Information

County: _____

Address: _____

Main Phone: _____

Primary Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____

Additional Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____

Additional Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____

Additional Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____



Support System Notification List

Name	Title	E-Mail	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please return this information to:

Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

support@goeis.net
FAX: (209) 370-9921



OFFICE OF
JOHN GESE

KITSAP COUNTY SHERIFF
614 DIVISION ST. MS-37 • PORT ORCHARD, WASHINGTON 98366 • (360) 337-7101 • FAX (360) 337-4923

Kitsap County Police Chiefs:

EIS Project Status Update

The EIS project paused recently to ensure all agency leaders received an outline of the total cost of ownership. Our Kitsap IT department (Information Services – I/S) has been working with the Budget Office (DAS) to put together the additional costs that accompany the EIS implementation and licensing that has recently been distributed. The effort to put together the total cost of ownership document attached has taken a bit longer than desired but should help in providing you with what to expect in costs to your agencies over the next five year.

The original ILA was sent to you included the EIS contract and EIS cost breakdown while identifying that hardware, Kitsap County I/S (Information Services) charges, and tax would be additional. We were subsequently asked to clarify and estimate those additional charges to more clearly identify the TCO (Total Cost of Ownership) for all parties. Our Kitsap County I/S staff and Budget staff have been reworking the final numbers to provide a timeline of all costs/charges by category. Take into account that these are forecasts based upon current financial numbers. In an effort to be fully transparent, financials and updated forecasts will be routinely shared with all parties highlighting any change to our estimates, both positive and negative throughout the project.

Below is the explanation for each of the additional charges:

1. Hardware – A \$250,000 charge was included to cover hardware and related software expense. While Kitsap County I/S intends to repurpose any existing hardware that is available as appropriate, after review of EIS's recommended specifications, new technology will need to be purchased to ensure the greatest stability, security, and performance of the system. This estimate is intended to be a conservative estimate as we don't expect to exceed this number. We expect that we can purchase the technology strategically and combine with existing, repurposed equipment/software to reduce this expense.
2. Kitsap County I/S (Information Services) charges – This expense covers the labor costs incurred from Kitsap County I/S from Implementation of the new system over the first 2 years and the support costs associated with supporting the system throughout a 5-year horizon. Such support expense is inclusive of Project Management throughout implementation until Go-Live of new system, Data Conversion services, Configuration services, Integration development to identified tertiary systems as identified by joint jurisdiction implementation team, and other technical services as required to meet the outcomes of a successful launch of the EIS product.
3. Tax – Assumes a 9.2% tax rate. After consultation with Local and State Auditor's Offices, it was determined that this product, the implementation costs, support costs, and hardware costs will all fall under taxable classification, so we are calculating the tax rate against all costs of the project.

In addition to a 5-year TCO, we were asked to break that total down further to demonstrate annual costs. This would provide an estimated expectation of total costs by calendar year for budget purposes.



Once again, these estimates are subject to change as variable change throughout the project but based upon current forecasts we believe these numbers provide the most up-to-date annual cost estimates. We asked the project managers to provide an updated explanation of the "total cost of ownership" based on the information that is known. Attached is the document they have provided for your review. All cost estimates are provided on the following page which include TCO of total project as well as the Cost Distribution broken down to individual agencies/jurisdictions.

We appreciate the cooperation you have provided to this point and will continue to provide throughout the implementation of this system and beyond. If you have any questions regarding any of these numbers or need further explanation, feel free to contact us.

If there are no questions or concerns received by Friday January 28, 2022 we will resend updated Interlocal Agreements to each jurisdiction for routing.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Duckworth", written over the word "Sincerely,".

Steve Duckworth

Undersheriff

Kitsap County Regional Law Enforcement Records & Jail Management System 5-Year Cost of Ownership Analysis

5-Year Cost of Ownership - Overall	Implementation		Fixed	Fixed	5%	Annual Maintenance	Total
	60%	40%	2024	2025	2026		
	2022	2023					
Implementation - RMS	320,760	401,712	-	-	-	722,472	1,103,200
Sales Tax @ 9.2%	29,510	36,957	-	-	-	66,467	
Implementation - JMS	163,800	216,928	-	-	-	380,728	
Sales Tax @ 9.2%	15,070	19,957	-	-	-	35,027	
Annual Maintenance - RMS	-	-	80,190	80,190	84,200	244,580	120,540
Sales Tax @ 9.2%	-	-	7,377	7,377	7,746	22,501	
Annual Maintenance - JMS	-	-	40,350	40,350	42,368	123,068	
Sales Tax @ 9.2%	-	-	3,712	3,712	3,898	11,322	
IS Infrastructure (Hard Costs)	250,000	-	-	-	-	250,000	
Project Management	113,092	29,687	-	-	-	142,779	
Technical Analyst(s)	71,693	75,278	79,042	82,994	87,143	396,149	
	963,925	780,519	210,671	214,623	225,354	2,395,093	

5-Year Cost of Ownership - Agencies	Ownership	2022	2023	2024	2025	2026	Total
Kitsap County Sheriff's Office - RMS	47%	368,976	255,508	78,306	80,164	84,172	867,126
Kitsap County Sheriff's Office - JMS	100%	178,870	236,885	44,062	44,062	46,265	550,145
SUBTOTAL		547,845	492,393	122,368	124,226	130,437	1,417,270
City of Bremerton	22%	172,712	119,599	36,654	37,523	39,400	405,889
City of Port Orchard	9%	70,655	48,927	14,995	15,350	16,118	166,045
City of Bainbridge Island	9%	70,655	48,927	14,995	15,350	16,118	166,045
City of Poulsbo	8%	62,804	43,491	13,329	13,645	14,327	147,596
Suquamish Tribe	5%	39,253	27,182	8,330	8,528	8,954	92,247
SUBTOTAL	100%	416,079	288,126	88,303	90,397	94,917	977,822

GRAND TOTAL 963,925 780,519 210,671 214,623 225,354 2,395,093

Details

Cost Breakdown Per FIS Contract	Licensing	Services	Support	Combined	Licensing	Support	Average
RMS	472,600		70,890	543,490	63%	64%	64%
JMS	273,000		40,350	313,350	37%	36%	36%
WACIC (RMS Cost Only)	62,000		9,300	71,300			
SUBTOTAL	807,600	-	120,540	928,140	745,600	111,240	
Installation & Training Services		245,600		245,600			
Data Conversion		50,000		50,000			
SUBTOTAL	-	295,600	-	295,600			
TOTAL	807,600	295,600	120,540	1,223,740	1,103,200		
SALES TAX @ 9.1%	73,492	26,900	10,969	111,360			
GRANT TOAL	881,092	322,500	131,509	1,335,100			

Payment Schedule

Hardware:	None in project	
Software and Services	Per Milestone	
Due on signing of contract	40%	441,280.00
Due on Acceptance of Project Plan	20%	220,640.00
Due on JMS Go-Live	15%	165,480.00
Due on RMS Go-Live	15%	165,480.00
Due at Final Acceptance	10%	110,320.00
		1,103,200.00

2022

2023

Notes & Assumptions:

- Core implementation figures before tax; no support, no tax
 - Assumes 9.2% sales tax rate implementation sometime in 2022
 - Services utilized and spread in 2023 only
 - Infrastructure costs most likely to be incurred in 2022; not to exceed
 - Core support figures before tax
 - KCSO Implementation Contribution = \$300,000 per year with final catch-up payment in 2023; see sche
 - Billing:
 - > Implementation = 30 days within receipt of invoice
 - > Infrastructure =
 - > Personnel =
- Not to exceed by year unless an approved change order exists



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize a Professional Services Agreement with Murraysmith, Inc. for the Winslow Water Tank Replacement project in the amount of \$1,388,756 (Water Fund) - Public Works,

SUMMARY: Staff is requesting authorization from the City Council to enter into a professional services agreement with Murraysmith for the Winslow Water Tank Replacement project.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to enter into a Professional Services Agreement with Murraysmith, Inc. for the Winslow Water Tank Replacement project in the amount of \$1,388,756.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	\$1,388,756.00
Ongoing Cost:	
One-Time Cost:	\$1,388,756.00
Included in Current Budget?	Yes

BACKGROUND: The City is planning to design and construct the replacement of one of the Winslow water tanks with a new 2-million-gallon tank. A pre-development report on the Winslow Water Tank Replacement project, a pre-requisite for initiating the design process, has been approved by the Washington State Department of Health. The new tank will be constructed at a sufficient elevation to correct several deficiencies associated with the existing tank, including significant dead storage, pressure zone deficiencies, water quality issues, and seismic/safety issues. The larger of the two existing tanks will be retro-fitted with seismic upgrades and placed on stand-by to serve the City's water system needs as necessary.

The City is currently considering two different tank styles, a Hydropillar/fluted column, or composite tank. Examples of these tank styles, as well as some early renderings of the potential tank locations and styles are attached to this agenda item for reference.

If the City Council approves the design contract, next steps will include negotiation with the Bainbridge Island School District for an expanded easement/lease agreement for placement of the new tank; outreach to the

neighboring community regarding project alternatives and neighborhood impacts; and, future discussions with the City Council regarding the need for amendments to the Municipal Code that will allow a water tank structure of the necessary height to be permitted for construction.

The City solicited requests for qualifications for the Winslow Water Tank Replacement project through a formal advertising process and two firms responded. City staff interviewed both firms, Murraysmith and Gray & Osborne, and selected Murraysmith as the most qualified consultant due to their team's expertise and approach to the project, and their most recent experience with designing elevated tank reservoirs. The contract scope of work is comprehensive and includes data collection and review; surveying; an alternatives analysis, public outreach services; hydraulic modeling; 30% design; permit preparation and support; and, final design.

The project is design is estimated to start in March 2022, with construction to begin in the fall of 2024.

ATTACHMENTS:

[Winslow Water Tank Replacement Professional Services Agreement.docx](#)

[Winslow Water Tank Replacement PSA Attachment B Scope of Work 31022.pdf](#)

[Winslow Water Tank Replacement Vicinity Map.pdf](#)

[Winslow Water Tank Replacement Capital Improvement Plan Sheet.pdf](#)

[Water Tank Styles Renderings .pdf](#)

FISCAL DETAILS: There is \$1,473,401 in available project budget in the water fund for this contract.

A copy of the Water Tank Replacement Project information from the 2022-26 Capital Improvement Plan is attached to agenda item for reference. The project was budgeted at \$11.5 million from the City's Water Fund.

A \$3.5M Public Works Trust Fund low-interest loan, and a forthcoming \$6.8M Washington State Drinking Water Revolving Fund low-interest loan were secured to support the financing of the project.

Fund Name(s): Water Fund

Coding: Munis Project # 00988

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Murraysmith, Inc., an Oregon state corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with the design of the Winslow Water Tank Replacement Project; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2025, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of One Million, Three Hundred Eighty-Eight Thousand, Seven Hundred Fifty-Six dollars, and no cents (\$1,388,756.00);

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

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

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Consultant: Murraysmith, Inc.
888 SW 5th Ave, Ste 1170
Portland, OR 97204
Attention: Matt Hickey, PE

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

MURRAYSMITH, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

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

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT B

SCOPE OF WORK ENGINEERING SERVICES FOR WINSLOW WATER TANK REPLACEMENT PROJECT CITY OF BAINBRIDGE ISLAND, WA

Introduction

Murraysmith, Inc. (Consultant), along with their subconsultants, has been selected to provide engineering services to the City of Bainbridge Island (City) for the Winslow Water Tank Replacement project.

This project includes preparing preliminary design, plans, specifications, and engineer's opinion of probable construction cost for a new reservoir, water system pressure reducing valves (PRVs), and associated improvements. The project also includes supporting the City through public outreach and permitting tasks and bidding and construction support.

The following is a list of the major project elements and associated tasks that will be completed under this Scope of Work.

Element 1 – New Elevated Tank and Off-Site PRVs

- Task 1 – Project Management
- Task 2 – Data Collection and Review
- Task 3 – Alternatives Analysis
- Task 4 – Public Involvement and Outreach
- Task 5 – Hydraulic Modeling and Confirmation of Assumptions
- Task 6 – Preliminary Design (30%)
- Task 7 – Permits and Approvals
- Task 8 – Final Design
- Task 9 – Bid Phase Services
- Task 10 – Construction Phase Services (Tasks provided herein are not included in this contract and are included as placeholders for future scope to be added by amendment)
- Task 11 – Management Reserve

Element 2 – Tank No. 2 Rehabilitation

- Task 12 – Tank No. 2 Rehabilitation (Construction Phase tasks provided herein are not included in this contract and are shown as placeholders for future scope to be added by amendment)

Project Overview and Major Assumptions

The scope of services for the contemplated work is presented below. The scope of services was developed based on the following assumptions.

Assumptions Common to both Project Elements

- The City will utilize Washington State Public Works Board funding and Washington State Department of Health (DOH) drinking water state revolving fund sources, both loans. No federal funding is anticipated.
- All the design features in both Element 1 and Element 2 will be compiled into a single package for bidding and construction. Only one (1) construction contract will be entered into by the City. The construction contract will be a traditional design-bid-build contract.
- The design team will lead all required Permits to be acquired, except construction trade permits that will be the responsibility of the Contractor. The City will sign all Permit documents as the applicant, and pay all associated fees.
- City staff will provide daily on-site observations during construction and the consultant team will provide periodic site visits along with IBC required structural and geotechnical observations. The City will hire a special inspection company to conduct building permit required special inspections.
- The design team will analyze operational considerations and turnover of the water in each reservoir. City staff will provide input on water quality concerns or considerations and determine the desired operating points based on the provided information.

Element 1 – New Elevated Tank and Off-Site PRVs

- The proposed reservoir will be an elevated welded steel hydropillar or composite style reservoir to be constructed on an easement dedicated to the City and on School District property. The new reservoir will have a capacity of 2.0 million gallons (MG), a base elevation of approximately 253 feet, and an overflow elevation of approximately 352 feet above mean sea level. The consultant team will provide a general configuration of the reservoir and provide the layout and performance specifications and for reservoir piping and appurtenances. The consultant team will provide a performance specification for the

reservoir structure and the tank fabricator will provide final designs based on the performance specification and the fabricator's standard designs.

- The final geometry, capacity, and type of reservoir will be refined during the 'Alternatives Analysis' phase of the project. This phase will also identify if the tank is to be sited at the existing Tank 1 or adjacent to the existing Tank 2 site. The site adjacent to the existing Tank 2 site will require an additional easement. Additionally, a new reservoir at the existing Tank 1 site may require an additional easement or modifications to the existing easement.
- The City is pursuing a Code Amendment to permit the tank of the required height to be allowed in the residential zone, thus avoiding the need for a Conditional Use Permit (CUP). A contingency task will be provided to pursue a Major CUP if this effort is not successful. The Code Amendment process will be led by the City.
- The design team will conduct limited hydraulic modeling and analysis of the distribution system to evaluate and confirm previous assumptions regarding tank elevation and size, pressure zone configuration, well pump modifications, additional PRV stations, and additional individual PRVs. It is anticipated a workshop will be conducted, and six distinct different scenarios will be evaluated. These scenarios will include conditions that simulate a typical summer day, typical winter day, and typical day during the shoulder season under both existing and future demand conditions. The City will provide updated hydrant tests to calibrate the model and will provide information regarding areas with pressure deficiencies to confirm the location of PRV stations. Murraysmith will assist the City with performing the tests and acquiring data.
- The design team will lead Public Involvement and Outreach to engage the School District, City Council, and all other identified stakeholders. This will include preparation of up to five (5) rendering views of the proposed tank at each of the two (2) alternative sites, and preparation of other related materials. It is anticipated the City will coordinate public meetings and meetings with the City Council and School District. The City will provide a venue for all meetings that are attended in person.
- The design team will conduct topographic survey of the existing tank site, the potential new tank site, 12 PRV sites, and tank access road, including survey of easements, rights-of-way and utility locates and existing features in the rights-of-way adjacent to the site. A tree inventory of affected areas will also be conducted.
- The design team will conduct site-specific geotechnical evaluations once a site is selected, and the new reservoir foundation will have a shallow, spread footing type foundation, thus not requiring a deep foundation. Contingency allotments are included in case a deep foundation is required due to local geotechnical considerations.
- Design includes demolition of existing Tank 1 and restoration of the site for school use or construction of the replacement tank offset slightly to the east. Design also includes yard piping, valves, vaults, including connections to existing reservoir piping, sampling ports,

site stormwater detention and discharge, and related improvements for the reservoir site, and 12 PRV station vaults at 11 distinct locations throughout the distribution system.

- No wetlands or other environmentally sensitive areas are expected to be present at either of the two (2) sites. However, a Critical Areas review will be performed to make that final conclusion and satisfy permitting requirements.
- The elevated reservoir will be coated in a single finish color. However, allotment for design of either coating in a single color with a possible logo or graphic, or a tree mural may be implemented as part of Task 11 – Contingency.
- The waterline connections will be to the existing waterlines adjacent to the sites. The reservoir piping will include a valve vault or area in the base of the tank to house a potential inlet control valve and potentially a seismically actuated valve on the outlet. The reservoir will have separate inlet and outlet piping and water quality sampling ports.
- Reservoir and site drainage improvements will comply with City of Bainbridge Island requirements and include on-site piping and detention/infiltration pond. An onsite stormwater quality treatment pond or structure is also anticipated. It is anticipated the storm water from the site can be discharged to the stormwater drainage systems adjacent to the site. Extents of off-site storm drainage piping or other conveyance system upgrades or connections are anticipated to be within approximately 200 feet of the site.
- The site will be landscaped based on typical low maintenance landscaping practices for a municipal facility.
- New telemetry/SCADA controls will be required for the site including water quality sampling equipment. New SCADA controls will be connected to and communicate through the existing PLC / communications system recently constructed adjacent to Tank 2.
- SCADA programming and integration work will be accomplished by the City’s preferred Systems Integrator (S&B, Inc.) during the construction phase of the project. Design by S&B to include I&C drawings is included in this scope of work, but their SI work will be placed on the Contractor’s bid.
- The existing electrical service is adequate to supply the facilities at the sites and is currently available on-site. Limited coordination with the electrical utility will be required.
- The reservoir tower will include an internal stairway to accommodate access for operational needs and maintenance.
- The reservoir will be designed to accommodate cell equipment by providing raceways and conduits at the time of construction. No cell companies have yet expressed interest in installing equipment on the water tank but may do so in the future. As such, no specific antenna mounts or similar equipment are anticipated in this scope of work.

Element 2 – Tank No. 2 Rehabilitation

- The design team will conduct an overview assessment of the existing Tank No. 2, to evaluate and update the findings of previous tank assessment reporting work and recommended improvements.
- The design team will conduct site-specific geotechnical evaluations for the Tank 2 site, and foundation improvements will include a ring expansion or a shallow, spread footing type foundation.
- Expected improvements to the tank are as follows: foundation and anchorage improvements (not including deep pile foundation upgrades); shell and roof framing improvements such as stiffening; miscellaneous appurtenance improvements and replacements such as vents, hatches, ladders, and other items; addition of a passive inlet mixing system; addition of a dedicated outlet pipe; and replacement of tank protective coatings via targeted maintenance painting procedures. If other improvements are identified and agreed upon following the assessment work, then an Amendment to the Contract will be executed accordingly.
- The design team will determine the type of improvements required to raise the overflow elevation by adding plates to the bottom of the existing tank and develop a preliminary cost estimate for these improvements for the City's review.
- If the City decides to raise the reservoir shell height and overflow elevation, the design and other services related to this will be outside this scope of work.
- Existing electrical and SCADA elements will be upgraded. Improvements are anticipated to include replacing the hatch intrusion switch, the existing level sensor, and any lighting on the reservoir.

Scope of Work for Element 1 – New Elevated Tank and Off-Site PRVs

Task 1 Project Management

Objective

Coordinate the efforts of the project through phone calls, emails, and meetings with City staff and project team to keep all members informed of key issues and decisions made throughout the project.

Activities

Subtask 1.1- Project Management Plan and Safety Plan

Consultant will prepare a Project Management Plan (PMP) and Safety Plan (scaled to the size and complexity of the project) that describes project roles and responsibilities, communications protocols, quality management, risk assessment, and includes the scope of services, schedule, and budget. A draft PMP will be submitted to the City for review and comment. Comments from the City will be incorporated and a final version of the PMP will be distributed. The Safety Plan will be for Consultant internal use only.

Subtask 1.2 - Schedule and Budget Management

Consultant will track the budget and the schedule relative to the actual percent complete (earned value tracking) and report this to the City monthly for the duration of the project. Monthly project summaries will be included with monthly billing invoices and will qualify the past month's billings. Anticipated upcoming project activities and milestones will also be documented.

The design project schedule will be updated as needed during the project duration.

Subtask 1.3 – Progress/Work Meetings

The Consultant team will attend up to five (5) in-person project meetings and up to 15 virtual meetings during the project design and permitting phase. Additional meetings will be accounted for in the construction phase scope of services. It is assumed each in-person meeting will be two (2) hours in duration and each virtual meeting will be approximately one (1) hour in duration. Consultant will provide agenda for all meetings held, which will be distributed before each meeting. Meeting summaries will be provided after each meeting. The following table lists anticipated meetings during preliminary design, permitting, and intermediate and final designs.

Number of Meetings	Meeting Name	Anticipated In-person or Virtual
1	Project Kickoff Meeting	Virtual
1	Alternatives Analysis and Modeling Workshop	In-person
1	Site and Facility Investigation/SEPA Reconnaissance Meeting	In-person
1	Land Use Pre-Application Meeting	In-person
2	Public Information Meeting / City Council	In-person
1	Conditional Use Permit Coordination Meeting	Virtual
1	30 Percent Preliminary Design Milestone Review Meeting	Virtual
1	60 Percent Design Milestone Review Meeting	Virtual
1	90 Percent Design Milestone Review Meeting	Virtual
10	Additional Project Status and Design Coordination Virtual Meetings	Virtual

Subtask 1.4 – Subconsultant Coordination

The Consultant team engages in regular communication with the subconsultant team throughout the project regarding schedule and expected deliverables and manages their invoicing and payment.

Subtask 1.5 - Perform and Manage Project QA/QC

The QA/QC process includes a check list that identifies who will perform reviews and when these will be performed. QA/QC reviews will be conducted at all major deliverable milestones prior to submitting review packages to the City.

City Responsibilities

- Provide a Project Manager who is the Consultant’s initial point of contact for all inquiries, submittals, and other coordination.
- Review meeting minutes for accuracy; provide comments for revision as necessary.
- Provide timely and thorough comments on review submittals.
- Process monthly invoices.
- Provide input and concurrence for project decisions and development.
- Provide currently available background information on the existing reservoir sites, related to system operation and piping.
- Provide legal review of all contracts, bid forms, and real property.

Deliverables

- Monthly invoices and project summaries
- Meeting agendas and summaries
- Project design schedule and updated project schedules
- Draft and final PMP

Assumptions

- Project management will be for design, bidding, permitting, and construction phase services for a period of approximately 30 months, with NTP in March 2022 and construction starting in 2023.
- Meetings will include up to two (2) Consultant team members.
- Meetings will be at City offices unless otherwise determined or held virtually.

- Up to four (4) project schedule updates will be prepared.
- Draft and final PMPs will be submitted electronically.

Task 2 Data Collection and Review

Objective

Collect and review existing project related data and information and perform reconnaissance site visit.

Activities

Subtask 2.1- Site Reconnaissance and Review of Existing Materials

During the project kick-off meeting identified in Task 1.3, data and materials related to the reservoir, system operations and pressure issues, PRV locations, and the proposed site will be gathered and discussed with City staff. As noted above, the City will be provided with a detailed data request and needed questions will be asked. Under this task Consultant will review all pertinent data collected during the project kick-off meeting.

The City has provided the following, to date.

- Water System Plan
- Reservoir as-builts
- Preliminary conceptual design report submitted to DOH for new tank
- Existing easement descriptions
- Miscellaneous Technical Reports regarding the new tank and existing tanks

The materials to be collected are anticipated to include the following.

- Water System Model
- Water system mapping and record drawings
- SCADA information
- Water system demands
- Existing mapping
- Existing storm system information
- Other existing engineering reports
- Review of existing drainage facilities adjacent to the site
- Results of hydrant flow tests

City Responsibilities

- Provide soils report, SCADA data, demand data, and other relevant information for the facilities.

- Respond to questions as needed during data review.

Deliverables

- Electronic copies of formal “Request for Information” (RFI)

Assumptions

- The City will provide data within approximately two (2) weeks of when the information is requested.

Task 3 Alternatives Analysis

Objective

Assess alternatives for the reservoir site and reservoir style. It is anticipated up to two (2) sites will be reviewed and up to three (3) styles of elevated reservoirs will be assessed.

Activities

Subtask 3.1 – Elevated Reservoir Siting and Style Alternatives Development

Under this task, Consultant will conduct a conceptual level alternatives evaluation, prepare conceptual level, comparative cost estimates for these and review these with the City. It is anticipated up to three (3) different elevated reservoir styles may be evaluated.

Alternatives Description – Identify and describe the reservoir alternatives. The alternatives development will be based on a 2 MG elevated reservoir. Based on our current understanding of the City’s options, three style alternatives will be evaluated:

- A. Composite
- B. Pedosphere
- C. Hydropillar

The siting evaluation will be based on two potential sites on the school property. This consist of the existing Reservoir 1 site and a location adjacent to the existing Reservoir 2 site.

Triple Bottom Line Evaluation Criteria – Develop criteria that will be used to evaluate the alternatives, based on the Triple Bottom Line (TBL) decision model. Coordinate with the City in developing criteria and provide completed set of criteria to the City for review and comment prior to the workshop (see below). Anticipated criteria include permitting requirements, construction costs, ongoing O&M costs, reliability, and customer level of service. Final criteria will be established with City staff input.

Alternatives Evaluation Spreadsheet – Use the TBL evaluation spreadsheet and include the criteria developed for the analysis, and prepare spreadsheet for use in the workshop.

Subtask 3.2 – Elevated Reservoir Site and Style Alternatives Evaluation Workshop

Under this task, Consultant will conduct a workshop with City staff and stakeholders to review the reservoir siting and style alternatives using a TBL analysis. This will include developing an evaluation matrix for each siting and style that includes evaluation criteria under each of the main categories (environmental, public impact and costs) and columns for scoring up to three (3) alternatives for the various criteria. Each alternative will be given a composite score based on the scores for each criterium to assist the City with making the decision. A key factor in the evaluation will be life cycle costs including maintenance requirements for the various reservoir types. The collaborative approach of discussing the alternatives and using the TBL evaluation spreadsheet will result in a selected alternative that will be carried forward in the design of the project.

Subtask 3.3 –Develop Design Criteria

Under this task, Consultant will utilize the results of Subtasks 3.1 and 3.2 to develop design criteria for the proposed elevated tank to use during preliminary design of the facilities.

City Responsibilities

- Attend a meeting with the consultant team to develop reservoir site and style evaluation criteria
- Attend a workshop with the consultant team to develop evaluated reservoir site options and style alternatives. Provide input regarding criteria weighting and scoring for each of the alternatives.
- Coordinate interface with City Council as needed relative to site and style selection.
- Review preliminary cost estimates
- Provide final decision for reservoir site and style selection based on information and recommendations provided by the consultant team.

Deliverables:

- Preliminary reservoir style alternatives description and cost estimates based on cost comparison of alternatives
- Preliminary reservoir site alternatives description and cost estimates based on comparison of alternatives
- Draft design criteria and preferences will be submitted to City for review prior to workshop

- Draft Reservoir Site and Style memorandum, one (1) Word copy and one (1) PDF copy
- Final Reservoir Site and Style memorandum, one (1) Word copy, one (1) PDF copy, three (3) printed bound copies
- Draft TBL spreadsheet in electronic format (Excel)
- Final TBL spreadsheet in electronic format (Excel) including City input

Assumptions

- Up to two (2) different locations on the school property will be evaluated (current locations for Reservoir No. 1 and a site adjacent to the existing Tank No. 2) site.
- Up to three (3) different elevated reservoir styles will be evaluated.

Task 4 Public Outreach

Objective

Plan and implement a public outreach and involvement strategy that informs the community, involves them in decisions on key issues and leads to the successful siting and design of the new Winslow Water Tank.

Activities

Subtask 4.1- Public Involvement Plan

The Consultant team will prepare a Public Involvement Plan (PIP) that will be used as a guide for the public process throughout the life of the project. The PIP will include the outreach goals and objectives, key messages, a list of key stakeholders, a description of the methods which will be used to inform and involve stakeholders and the public, and roles and responsibilities of all team members. A draft of the PIP will be provided for City review and input and the final PIP will be prepared after the early meetings and stakeholder interviews (described below).

Subtask 4.2- Early Meetings

The Consultant team will conduct a series of early meetings with Water Department staff, the Planning Department, and the School District. The meeting with the Water Department will be used to discuss and identify preferred solutions. The meeting with the Planning Department will be used to discuss tank and site selection criteria. The meeting with the School District will be used to discuss site options, and to identify potential issues and opportunities. The Consultant team will prepare materials for these meetings and, afterward, will prepare a memo that summarizes the discussions at the meetings.

Subtask 4.3- City Council Presentations

The Consultant team will brief the City Council at key milestones (up to three (3) briefings) during the project to keep them informed and get their input on key items. The first briefing will be held soon after Notice to Proceed. This briefing will include a review of tank site and design options (and their pros and cons) and of the PIP. The Consultant team will ask for the City Council's input on these and other topics that they might be interested in. The second briefing will occur after the stakeholder interviews and Community Open House (described below) and will include a summary of the interviews and open house and recommendations for tank site and design. The third briefing (if requested by City Council) will be used to update the Council at 90% design and to provide an overview of bidding and construction.

Subtask 4.4- Stakeholder Interviews

The Consultant team will conduct a series of four (4) to six (6) interviews with project stakeholders: neighbors, Church of Jesus Christ Latter Day Saints, Bainbridge Aquatic Center, etc. The Consultant will work with the city to identify interview candidates and to develop an interview topic guide. The interviews will be used to communicate the need for the project and the options being considered for the tank site and design. The interviews will also provide the opportunity for stakeholders to identify concerns, ideas, and opportunities for mitigation and collaboration. A report that summarizes the results of the interviews will be prepared after all interviews are completed.

Subtask 4.5- Community Open House

The Consultant team, in close collaboration with city staff, will plan and conduct a Community Open House (held in-person, virtually or both depending on the date). The open house will consist of opportunities for the public to learn about the project, its schedule, and the tank site and design options (preferred options will be identified). The public will also be asked to provide input on ideas for mitigating impacts and collaboration. A report that summarizes the results of the open house will be prepared after the open house is held.

Subtask 4.6- Site Tour

The Consultant team, in close collaboration with city staff, will plan and conduct a site tour of the project area. The site tour provides opportunities for interested stakeholders and the public to see the site in-person and get a better understanding of the issues and opportunities associated with siting and designing the tank.

Subtask 4.7- Outreach Materials

The Consultant team will prepare a number of outreach materials to inform the community about the project, the open house, and site tours. The city's existing outreach methods will be used to the greatest extent possible.

Social media

The Consultant team will develop a social media content strategy for Facebook, Twitter, and Nextdoor. The strategy will identify the number of posts, the schedule for posting, and the content for each post.

Animoto Video

The Consultant team will use the Animoto platform to create one (1) customized attention-grabbing video, quickly and easily. The City brand will be combined with photos, video clips, and custom infographics for a one-of-a-kind video. This effort includes drafting the scripts to sourcing additional images and audio. The video can be used in presentations, on YouTube, and other social media channels.

Website

The Consultant team will develop basic content for Winslow Water Tank Replacement Project webpage. The webpage will include a link to the Engage Bainbridge website.

Engage Bainbridge

The Consultant team will develop detailed content for the Engage Bainbridge website. Content will include graphics, photo simulations, reports, etc.

COBI Connects

The Consultant team will prepare content for the COBI Connects newsletter. Content will include basic project information and information about how to get involved (open house, site tours, Engage Bainbridge).

Notify Me/News Flash

The Consultant team will develop content to include in the City's "Notify Me" system.

City Responsibilities

- Provide venues for public outreach meetings as needed.
- Host any website or online information sites.
- Distribute any information to residents and stakeholders.
- Attending public meetings and City Council meetings as needed.
- Coordinate with City Council regarding project decisions.
- Coordinate meetings with the School District as needed.

Deliverables

- Draft and final Public Involvement Plan

- Early Meeting presentations and summaries
- City Council presentations
- Stakeholder interview topic guide and summary report
- Community open house presentation, materials, and summary
- Social media content strategy and posts (up to 10)
- Animoto video
- Original website content and updates (3)
- Original Engage Bainbridge content and updates (up to 5)
- COBI Connects Newsletter content (up to 3)
- Notify Me email/test content (up to 3)

Assumptions

- The City will review and approve all public involvement and outreach deliverables.
- The City will make arrangements for the Consultant team to brief the City Council.
- City staff will help make arrangements for a location for the open house (if held in person).
- Up to three (3) city staff will attend the open house.
- Up to three (3) Consultant staff will attend the open house.
- Consultant will prepare all materials (presentation, boards, etc.) for the open house.
- Up to two (2) city staff will attend the site tour.
- Up to three (3) Consultant staff will attend the site tour.
- Consultant will develop up to 10 social media posts.
- The City will post all social media content.
- Consultant will produce the video.
- City staff and/or elected officials may be asked to participate in the video.
- Consultant will develop original content for the website and will update the content three (3) times.
- The City will post all website content.
- Consultant will develop original content for the Engage Bainbridge site and will update the content up to five (5) times.
- The City will post all Engage Bainbridge content.

- Consultant will develop content for up to three (3) COBI Connects newsletters.
- The City will include content in the COBI Connects newsletters.
- Consultant will prepare content for up to three Notify Me emails/texts.
- The City will send all Notify Me emails/texts.
- The project will not be significantly contested requiring additional effort not described herein.

Task 5 Hydraulic Modeling

Objective

Conduct hydraulic modeling to confirm assumptions relative to reservoir size, reservoir overflow elevation, system pressures and PRV locations.

Activities

Subtask 5.1 – Conduct Hydraulic Modeling of the System

Under this subtask, Consultant will coordinate with and conduct a meeting (see subtask 1.3) with the City engineering and operations staff to complete water system model updates to include the operations of the new reservoir to properly integrate the new facility into the existing system operations. This will include confirming the size of the reservoir, assessment of pumping needs and preliminary design of control valving to manage fill and draw of the proposed reservoir while promoting proper fill and draw cycling within other reservoirs in the system.

This task includes the following.

1. Confirm new reservoir volume and high/low water level elevation requirements.
 - a. **Extend demand forecast to 2070** - Compare WSP population and demand projections to the current data provided by the City. If the population and demand projections vary significantly from the WSP assumptions, the demand will be updated and can be entered into the model as needed. Using City billing data from 2015 through 2021 to review historical demand trends and update demand projections, if needed. Use Puget Sound Regional Council V2050 demographic forecast data to extend households and employment projections through year 2050. Using assumptions consistent with the 2017 WSP, extend the demand projections through 2070.
 - b. Build upon previous reporting completed for the City in 2021 and review storage needs. Use long-term demand forecast to confirm storage volume requirements.

- c. **Verify headloss from reservoir to highest customers** - Develop assumptions for the C-factor for the new 12-inch New Brooklyn Road pipeline and update in the model. Include data from the City performed hydrant tests to confirm system pressures under certain flow conditions to calibrate the model.
 - d. **Verify reservoir elevations** - Build upon previous reporting completed by the City in 2021 to confirm required reservoir elevation. Confirm elevations to meet 30 pounds per square inch (psi) for equalizing and operational storage and 20 psi for emergency/fire flow storage considering headloss to highest customers. Confirm elevations needed to meet storage volume requirements.
2. Confirm needed PRV locations.
- a. Collect data from the City to verify which customers already have individual PRVs.
 - b. City to check system pressures in the areas near the 80-psi/165-foot boundary.
 - c. Use hydraulic model to verify PRV locations.
 - d. Use minimum demand day scenario to identify customers above 80 psi. Look for customers that can become part of the Low Zone. Verify PRV stations and individual PRV locations to simplify the operation of the water system.
3. Analyze effects on booster pumping.
- a. Provide guidance to the City to perform field flow tests to verify booster pump curves during preliminary design phase.
 - b. Update the booster pump curves in the hydraulic model, develop system head curve and perform extended period simulation for the MDD scenario to establish booster pumping capacity with the new hydraulic conditions. Build on 2017 WSP supply analysis to identify options for increasing supply capacity by modifying or replacing booster pumps.

Subtask 5.2 – Assist the City with Hydrant Tests for Use in Calibrating the Model

Develop Hydrant Flow Test Plan - Consultant will prepare and provide a hydrant flow testing and data collection plan that will be used in the field to gather flow test and boundary condition data suitable use in model calibration. A map of proposed hydrant testing locations will be provided to the City for review and comment. It is recommended that a visit to each proposed testing location is made before the day of testing to verify that testing will not result in excessive erosion or flooding. Based on City comments, a final calibration testing plan will be developed and provided to the City including a map of final test locations. Typically a minimum of two (2) tests per zone are recommended, however for very small zones, two (2) independent tests may not be possible. It is anticipated that up to 10 hydrant test locations will be identified on the map.

Field Testing and Data Collection - Consultant staff engineers will provide support and oversight during field testing efforts. Consultant will provide equipment and data sheets required to conduct the pressure and flow testing. Hydrant flow tests will be completed for up to 10 test sites. Two (2) manual pressure gages and two pitot gages with diffusers are recommended for hydrant pressure and flow testing. Up to two (2) ports or two (2) hydrants may need to be opened to accomplish the pressure drop required for adequate test accuracy.

SCADA data from the City's existing telemetry system may be used to determine boundary condition information at the time of testing. Any apparent gaps in acquiring the needed SCADA data will be identified prior to testing through discussion with the City, and additional City personnel may be required to monitor data that will not be recorded by the SCADA system.

City Responsibilities

- Provide existing hydraulic model.
- Provide data from hydrant flow tests for model calibration
- Provide system pressure data based on services at various elevations in the pressure zones.
- Provide information regarding the existing booster pump station and/or wells that will pump to the proposed reservoir.
- Provide information regarding the hydraulic operations at the school including pump performance data for the School domestic and fire flow pumps.

Deliverables

- Hydraulic analysis technical memorandum
- Draft and final fire flow testing plan
- Field testing oversight and support
- Hydrant flow test results for a up to 10 fire tests with associated boundary condition data
- Summary technical memorandum summarizing the hydrant flow test work that includes documentation of testing results.

Assumptions

- Up to six (6) modeling scenarios will be evaluated.
- The City will visit the location of each test and verify suitability for testing before the plan is finalized.

- The City will provide at least two (2) water system operations personnel for up to two (2) full days of testing and data collection.
- Virtual meetings with the City will be held before testing to identify any data gaps that will require monitoring by additional personnel.
- The City will identify and facilitate any necessary coordination with local agencies such as the local fire department.

Task 6 Preliminary Design

Objective

Develop preliminary design concepts based on the alternatives analysis in previous tasks and document these in a preliminary design report as a basis for final design of the improvements.

Activities

Subtask 6.1 – Geotechnical Exploration

This task is part of the Task 6 Preliminary Design and will include geotechnical exploration, analysis and recommendations. It will also include infiltration rate measurement using Modified Pilot Infiltration Testing (PIT).

- **Review Available Geotechnical information** - The Consultant team will review available geotechnical information from and in the vicinity of the project site to get a better idea of the general geology of the site and surrounding area. This will include a review of geologic maps, HWA’s library of geotechnical information in the area and data from online databases. Site reconnaissance will also be performed.
- **Limited Desktop Review of Alternate Reservoir Sites** - The Consultant team will perform limited desktop review to assist in comparison of two (2) alternate reservoir sites as shown on the site plans provided by Consultant.
- **Plan and Coordinate Field Exploration** - The Consultant team will plan and coordinate the geotechnical field exploration program for the site selected on this project. HWA will coordinate with the City and the design team to determine appropriate field exploration locations. We will subsequently generate an exploration plan to assist with the permitting process if required. HWA will obtain a private utility location service to locate potential underground utilities in the vicinity of the proposed exploration locations. HWA will notify the one-call utility and engage a private locating service to have underground utilities located in the vicinity of the proposed borings.
- **Conduct Geotechnical Borings** - The Consultant team proposes to drill three (3) geotechnical borings in support of reservoir construction. HWA proposes to triangulate the

borings near the tank perimeter. The borings will extend to depth of 50 to 60 feet, depending on soil conditions encountered during drilling. The third boring will be located near the stormwater management site. A ground water monitoring well will be installed in one of the 50-foot borings to measure the ground water elevation and analyze seasonal fluctuation of the ground water table. A continuously recording transducer will be installed in the well to record ground water levels. A truck-mounted drill rig equipped with hollow-stem auger will be used for drilling. All borings will be monitored and logged under full-time observation of an HWA representative. Drilling will be performed by a licensed driller under subcontract to HWA.

- ***Generate Boring Logs and Assign Laboratory Testing*** - Samples retrieved from the explorations will be sealed in plastic bags and taken to the Bothell, Washington laboratory for further examination and testing. Selected samples will be tested to determine relevant engineering and index properties. Depending on the type of soils encountered, laboratory testing performed may include moisture content, grain size distribution and Atterberg limits. Soil and laboratory test information will be presented in summary boring logs that will be generated upon completion of our exploration program.
- ***Conduct Groundwater Monitoring, assume three (3) site visits*** - The Consultant team will install groundwater monitoring transducer in one monitoring well. This transducer will be set to take groundwater elevation readings every half an hour for up to one (1) year. The Consultant team will make periodic site visits to download and process the groundwater data. This data will be used to provide the designer and prospective contractors with seasonal groundwater variations across the site.
- ***Engineering Analysis*** - The Consultant team will perform geotechnical engineering analyses to develop recommendations for design of the proposed new reservoir. Tasks include determine geotechnical parameters for geologic units, develop geotechnical profile, develop seismic parameters for the site using General Procedures in the last Building Code. Recommendations will be developed for reservoir foundations assuming shallow (mat foundation) and global site/slope stability. Other analyses and recommendations include temporary shoring and construction consideration for reservoir, pipeline and vault including site earthwork, an evaluation of the suitability of existing soils for re-use as structural and trench backfill, subgrade preparation and wet weather construction. The team will also perform PIT for on-site stormwater infiltration as described in the Stormwater Management Manual for Western Washington.
- ***Draft and Final Geotechnical Report*** - The Consultant team will prepare draft and final geotechnical reports presenting the results of our studies and design recommendations for geotechnical engineering related components of the project. Reports will include exploration logs, site and exploration plan, laboratory test results, groundwater level readings, analytical output and design charts, as appropriate, and design recommendations relative to excavation and earthwork. The report will be finalized after comments from the City is received.

Pilot Infiltration Testing (PIT)

The following scope of services is proposed for the Modified PIT test to determine a design infiltration rate.

- ***Coordinate Field Work*** - HWA will coordinate with the City and the design team to determine the appropriate testing location. Subsequently, an exploration plan will be generated to assist with the permitting process and detail the logistics necessary to perform the testing. HWA will obtain a private utility location service to locate potential underground; For estimation purposes it is assumed that no fire hydrants are in close proximity to the site. Rental of a water truck is anticipated to perform this work.
- ***Perform PIT Testing***: HWA will perform one (1) Modified PIT test in support of this project.
- ***Update Final Report***: The geotechnical report will be updated to include the design infiltration data determined from the PIT testing program.
- ***Project Management***: HWA will prepare monthly invoices, and progress reports, if required, and correspond with the Consultant design team on a regular basis.

Subtask 6.2 – Topographic Survey

The Consultant team will provide surveying and topographic mapping of the sites to be used for the design of future improvements. The site locations are generally referred to as Tank 1 Site, Tank 2 Site, the access Road from New Brooklyn Road to Tank Site 1, Contractor’s laydown site and Lewis Place NW right of way (Lewis Road, is optional). There are also 12 additional areas which identify locations throughout the Winslow and Fletcher Bay neighborhoods to survey PRV vaults. The surveying and mapping activities will be composed of the following.

- ***Control Survey and Boundary Determination*** - All horizontal surveying and mapping will be referenced to Washington State Plane Coordinate system NAD83(11). All vertical information will be referenced to the City of Bainbridge Island vertical datum. Boundaries of the well sites will be determined by existing lease agreements. It is anticipated each PRV site will be located inside existing City Right of Ways.
- ***Utility Locates*** - The Consultant team will hire a private utility locating service to mark underground utilities within the project areas. Utilities will be located using standard radio frequency locating devices (for conductible utilities). Only conductible utilities with tracer wire will be located. Those utilities which cannot be located by this method will not be located. AES will locate these paint marks identifying underground utilities as part of its topographic survey services.
- ***Topographic Surveying*** - Topographic survey work will provide 1-foot contour elevations, locations and elevations of existing visible physical surface features such as; edges of

pavement, gravel access road, ditches, buildings or structures, fences, walls, visible surface utilities, marked underground utilities, wells and trees 8-inch DBH and greater.

Subtask 6.3 – Tree Inventory

This subtask includes the following.

- Tree inventory for survey/permitting
 - Inventory all trees at the tank site that is ultimately selected and the staging area
 - Tree location to be identified and provided by the surveyor on a site plan
 - Provide tree species, diameter, canopy spread, condition and recommendations
 - Provide a detailed arborist report.
- Design assistance for tree protection plan into arborist report
 - Tree protection plan created by others
 - Incorporated tree protection plan into arborist report
- Tree removal permit assistance
- Construction tree protection limited services – review Contractor’s tree protection installation on site prior to construction to confirm it conforms with requirements
- Visit the site a second time during construction phase to assist with conflicts or as final inspection.

Subtask 6.4 – Further Preliminary Design Criteria

During this task the reservoir capacity and dimensions will be evaluated and confirmed. The impact on reservoir type and configuration will be evaluated relative to the City's previous planning efforts documented in the Water System Plan, including storage, supply, and operational flexibility. The following list outlines the general items that will be reviewed and developed under this task.

- Develop general design criteria such as reservoir height, size, and service area.
- Document dead, fire flow, standby, and operational storage volumes.
- Develop design criteria for appurtenances such as seismic shut-off valve and reservoir mixing system.
- Document current and future water system demands under new pressure zone configuration.
- Document service area elevations relative to pressure fluctuations and minimum and maximum system pressures.

- Review overall system operations relative to the City’s other reservoirs, pump stations, and supply sources.
- Preliminary evaluations of water turn-over and water quality

Consultant will prepare a draft design criteria and City preferences summary for City’s review and input. Design criteria and preferences will then be discussed and finalized with City staff in a workshop setting. Finalized design criteria and preferences will be documented and submitted to City.

Subtask 6.5 – Site Configuration, Layout, and Site Access

Under this subtask, Consultant will develop a preliminary site layout and site access configuration for City review. This will include preliminary site plan including reservoir location on the site showing required setbacks, vaults, telemetry cabinet, roadways, stormwater facilities, waterline and stormwater piping alignments, clearing limits and other site features. Site access plans will include access from the existing reservoir access road that intersects with New Brooklyn Road.

Subtask 6.6 – Stormwater Site Plan and Report

Consultant team will complete a stormwater report, stormwater permit application, and supporting technical information to apply for City stormwater permits. Stormwater flow control and water quality improvements will be addressed in the stormwater report and incorporated into the design plans. This task also includes preparation of a Construction Stormwater Pollution Prevention Plan for the purposes of obtaining site development permits from the City.

1. ***Stormwater Basin Delineation*** – Prepare for and attend meeting with the City to review and discuss the drainage basins for the site in accordance with City requirements. Determine the basin to which the site’s stormwater runoff contributes to and any known downstream conveyance or erosion constraints. Consultant will present options for the reservoir drainage and overflow and preferred routing.
2. ***Conceptual Stormwater Designs*** – Prepare conceptual design for the stormwater management (i.e., proposed detention pond) and the reservoir drainage and overflow systems for review and approval by the City. This subtask includes evaluating the soils report and infiltration analysis and performing a qualitative downstream analysis for the stormwater system as well as considerations for discharging surface water to the sanitary sewer system, if feasible.
3. ***Stormwater Design and Reports*** – Revise and advance the conceptual stormwater design based on comments received from the City. This task will include the preparation of the following.
 - a. Stormwater Site Plan, including the Stormwater Prevention Plan (SWPPP) Short Form, Abbreviated Plan, and Drainage Control Plan

- b. Construction Stormwater Pollution Prevention Plan (SWPPP), including the Erosion Control Plan and the Stormwater Pollution Prevention and Spill Plan
 - c. Source Control of Pollution, including BMPs identified in the Stormwater Site Plan
 - d. Preservation of Natural Drainage Systems and Outfalls, such that significant adverse impacts to downstream receiving waters or down gradient properties are not created en route to the ultimate outfall location (i.e., receiving water or municipal drainage system).
 - e. On-Site Stormwater Management, to show compliance with the LID Performance Standard (if necessary)
 - f. Operations and Maintenance Plan
4. Technical Information Report that summarizes the stormwater management concepts.
 5. **Construction Stormwater General Permit** – Consultant will determine if a Construction Stormwater General Permit (CSGP) is required for the project and if so, prepare and provide application information to the City. The City will apply for the permit and transfer the permit to the contractor during construction.

Subtask 6.7 – Develop Preliminary Cost Estimates

Under this subtask, Consultant will develop preliminary cost estimates for the proposed upgrades. The preliminary cost estimates will be provided to the City for review prior to incorporating these into the preliminary design report.

Subtask 6.8 – Develop Preliminary Design Report and Plans

Under this subtask, Consultant will prepare the preliminary design report to meet the DOH Water System Design Manual Requirements (if needed). The report will describe and illustrate key design criteria, reservoir operations, conceptual level designs and general facility configurations to the 15% completion level. A plan and cross section analysis of the reservoir site will be used to establish the preferred orientation of the key project features, including the new steel reservoir, setbacks, vehicle parking, major piping layouts, vaults, site drainage facilities, and new power and telemetry conduits.

A preliminary list of anticipated plan sheets to be included at the 30% submittal are listed below.

- Cover Sheet
- Symbols and Abbreviations
- Site Layout Plan and Survey Control
- Grading, Access Road and Drainage Plan
- Site Utility Plan
- Off-Site Utility Plan

- Reservoir Plan
- Reservoir Section
- Landscaping Plan

City Responsibilities

- Review preliminary alternatives and alternative selection criteria.
- Review preliminary cost estimates.
- Review draft preliminary design report.

Deliverables

- Geotechnical report
- Draft design criteria and preferences will be submitted to City for review prior to workshop
- Stormwater plan and report
- Draft design report (1 Word copy, 1 PDF copy)
- Final design report (1 Word copy, 1 PDF copy)

Assumptions

Geotechnical Services

- Access to the site and all required exploration permits will be provided to HWA by the City of Bainbridge Island at no cost to HWA.
- Boring locations will be accessible by truck- or truck-mounted drill rigs.
- The geotechnical explorations proposed herein will NOT be used to assess site environmental conditions. However, visual, or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- HWA assumes no concrete pavement or slab at the drilling locations and assumes that coring will not be required prior to drilling the proposed borings.
- All geotechnical borings drilled through existing asphalt pavement will be patched with water activated Aquaphalt TM 6.0 patching material. Saw cutting of the pavement or hot mix asphalt patches will not be completed.

- Boring locations will be located using handheld GPS and measurement from existing known features.
- All field works including site reconnaissance, utility locates, drilling, and groundwater monitoring will be accomplished during normal daylight workdays and hours, with at least a minimum eight (8) hours available per day.
- Foundation design will consist of spread footings. Additional effort beyond the proposed scope will be required if a pile foundation is required.
- General methods can be used for seismic analysis. Additional scope and budget will be required for a site specific probabilistic hazard spectra or for consideration of a scenario earthquake.
- Liquefaction is not anticipated to occur at the site. Therefore, this scope does not include a task for providing recommendations for mitigation of liquefaction.
- All hours and items are estimated and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.
- The HWA work scope does not include safety assessment.
- The monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by others during the construction.
- Design and implementation of any dewatering systems will be the responsibility of the contractor. February 16, 2022 HWA Project No. 2022-P035-21 COB -2021 (Phase 8) Sewer Line Replacement 5 HWA GeoSciences Inc.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Following finalization of the geotechnical report, all soil samples will be disposed. Long term storage of soil samples by the Consultant is not included. The limits of the topography areas are not fully determined, however the Tank Sites and access road survey will be limited to the existing easements and leases. The contractor's laydown area shall be determined in the future, but it is assumed the survey of this area will be approximately 150 feet by 150 feet. The specific details of the location of the 12 PRV sites will be determined in detail in the future. For estimating services it is assumed each site will be approximately 100 feet by 100 feet area of surveying.

Other Preliminary Design Services

- The City of Bainbridge will provide documentation for easements, leases and right of ways.
- Project report will be prepared in a format that satisfies DOH Project Report requirements.

- Final design report will be submitted to DOH for approval.
- Preliminary design plans will be included as an appendix in the design report.

Task 7 Permits and Approvals

Objective

Provide overall management of permitting related activities and complete required permit applications and supporting documents.

Under this subtask, the team will assist the City with Preparing Permits and Environmental Documentation including the CUP. The anticipated permits and reviews are listed below.

- Conditional Use Permit
- Commercial Design Review and Site Plan Review
- Stormwater Permit
- SEPA Environmental Checklist
- Land Clearing Permit Exemption (Tree Removal)
- DOH Plan Review
- Building permit
- Grading Permit
- Trade permits (electrical, plumbing, mechanical by construction contractor)

Activities

Subtask 7.1 – Field Reconnaissance

ESA will conduct a field reconnaissance survey of up to three (3) siting options to determine if any critical areas are present on the sites and prepare a brief one (1) to two (2) page memo documenting the results. If wetlands or other regulated water features are found on site, additional critical area delineation and technical analysis of project impacts by ESA would be required which are not included in this scope and budget and would necessitate a contract amendment. This task assumes reconnaissance fieldwork will be completed in one (1) day.

Subtask 7.2 – Alternatives Analysis

As a first step in project review, ESA will prepare a “permitting matrix” that outlines land use and construction permits required for up to three different siting and design options and, provide an estimated permit schedule for each option. A draft permitting matrix will be provided for review and comment prior to completion and delivery of a final permitting matrix to the City. It is anticipated that ESA would attend one (1) meeting (assumed to be a virtual meeting) with Consultant and City representatives regarding the alternatives analysis and permitting matrix prior to finalizing the permitting matrix.

Subtask 7.3 – SEPA Environmental Checklist

ESA will prepare a SEPA environmental checklist in accordance with WAC 197- 11. The checklist will describe the impacts associated with the selected alternative. At this time, it is assumed that there are no critical areas on the site that warrant further study or delineation. ESA will prepare a preliminary draft checklist for review and comment by Consultant and the City. Revisions to the checklist will be made based on team comments and made available for final review. ESA will then provide one (1) camera-ready copy of the checklist to the City for copying and distribution.

Subtask 7.4 – Cultural Resources

1. **Regulatory Assistance** - ESA will assist with the Executive Order (EO) 21-02 consultation process. This will involve preparing an EZ-1 Form and draft correspondence for the Lead Agency, or the City if delegated to, to submit to the Washington State Department of Archaeology and Historic Preservation (DAHP) and Affected Tribes. DAHP has a 30-day review period for EZ-1 Forms; affected Tribes will be given a corresponding 30-day comment period.
2. **Literature Review** - Prior to fieldwork, ESA will conduct archival research to develop expectations of the potential for cultural resources within the APE. ESA will review information on file at DAHP, relevant libraries and archives (to the extent feasible under COVID health orders), within its own research library, and online repositories to identify recorded and potential cultural resources in the Project’s 1-mile study area. ESA will also review project-specific environmental and geological background information, as available from the project team.
3. **Field Work and Historic Properties Inventories** - An ESA archaeologist and architectural historian will conduct a pedestrian survey of the APE. This work will focus on documenting existing conditions and determining the relative level of disturbance evident within the APE, and identifying and recording buildings/structures that are 50 years of age or older in the APE.
4. **Cultural Resources Technical Report** - ESA will summarize the findings and recommendations in a Cultural Resources Technical Report. ESA will incorporate information gathered from the literature review and fieldwork tasks into a Technical Report that meets current DAHP standards for a cultural resources reporting. ESA will submit a Draft Report (Word format) for review by the City. Once all comments are received, ESA will prepare a Final Report (PDF format). If requested, ESA will upload the Final Report to DAHP’s WISAARD system, under the direction of the City.

If DAHP or Affected Tribes require revisions to the Final Report, ESA will prepare up to one (1) revised Final Report (PDF format) for re-submittal.

5. **Archaeological Resources Inadvertent Discovery Plan (IDP)** - ESA will develop a project-specific Inadvertent Discovery Plan (IDP), based on the recommendations from Task 5.4

and information gathered during the regulatory consultation process. This will be included as an attachment to the Technical Report.

Subtask 7.5 – COBI Land Use Permitting

1. ***COBI Permit Coordination and Meetings*** - It is anticipated that the permitting lead will attend up to three meetings with the project team and Planning and Community Development (PCD) regarding COBI land use permits, including: preliminary consultation meeting with PCD to consult on specific code / application requirements for potential sites; one pre-application meetings with PCD; and application intake submittal meeting with PCD. As part of the initial consultation meeting, ESA will assist the project team in developing materials required to be submitted for the consultation, including a list of specific questions for PCD.
2. ***COBI Minor CUP Application*** - It is anticipated the City will enact a Code Amendment and that the new water tank can be designed to meet the amended height exemption criteria. If this is the case, a Minor CUP is anticipated to be the applicable land use permit required for the project. It is assumed that Consultant Team will take a lead role in preparing the Minor CUP application package. The Consultant Team will prepare the CUP package including, cover letter, the completed land use application form, project description, CUP decision criteria narrative, completed design guideline checklist, and the supplemental studies and forms prepared by ESA and others on the project team. The Consultant Team will coordinate with the City to obtain required affidavits and other documents required for the application package. ESA will act as the “authorized agent” for purposes of submittal of the CUP. ESA will monitor and track the progress of PCD’s review of the CUP to promote timely processing and issuance of final permits. This task includes up to 10 hours of coordination with PCD, including answering questions from PCD and review of the department-issued draft permit (if provided).
3. ***Major CUP (Contingency Task in Task 11)*** - Upon request, the Consultant Team will prepare the necessary documentation to support a Major CUP for the project. In addition to the submittal documents included under Task 6.2 Minor CUP, this optional task includes preparation of documents required for a height variance request and an additional 10 hours of time for coordination with PCD, answer questions on the application, and review of the department issues requests for more information.
4. ***Visual Analysis (Contingency Task in Task 11)*** - It’s possible the City may require a visual analysis to demonstrate how visual impacts of the tank would be minimized as part of either a Minor or Major CUP. This optional tanks includes a visual analysis of the proposed structure to assess visual impacts to the surrounding community. ESA would prepare a viewshed map and two cross-sections based on where the populated areas are located. The visual analysis could also be included in the SEPA environmental checklist (Task 4).

At the City's request, ESA can also provide recommendations on mitigating the visual impact of the tank such as where trees can be preserved, and what color paint and any patterns should be considered to help the tank blend in.

Subtask 7.6 – COBI Building Permits

Construction of the project will require construction permits from the City. It is anticipated that a building permit for the reservoir structure and any ancillary buildings will be required. A clearing/grading permit will also be required for site grading and tree removal. It is assumed that the clearing/grading permit application will be submitted concurrently with the building permit. A Land Clearing Permit, administered by City, may also be required as part of the clearing/grading permit. A tree mitigation plan and/or arborist report will be completed if required by the Consultant Team's arborist. The design plans will be submitted for building permit with the understanding that the final design for the tank structure by the tank fabricator will be submitted for building permit review as a deferred submittal.

It is anticipated the Consultant permitting team will attend up to two (2) meetings with City staff and City Planning staff regarding the construction permits, including: preliminary meeting with City to review the construction permit application package prior to submittal and a pre-application meeting with City Planning. Time has been allocated for Consultant to attend these meetings in *Subtask 1.3 – Progress/Work Meetings*.

Engineering support for the following permits is not included in this scope and budget: electrical, plumbing, mechanical, and other related minor permits typically obtained by the project contractor.

Subtask 7.7 – COBI Right-of-Way Permitting

Consultant will obtain permits for working in the right-of-way for the PRV vaults or other improvements in the public right-of-way. The right-of-way permit may require preliminary traffic control plans. It is anticipated the construction contractor will obtain the street opening permits for work in the right-of-way including final traffic control plans.

Subtask 7.8 – DOH Construction Document Review

Consultant will submit final plans to DOH for approval of the final design and incorporate comments into the final designs.

City Responsibilities

- SEPA application fees
- City will be the SEPA lead agency
- City will issue a SEPA Determination of Non-Significance (DNS)
- Provide use of City Office for public outreach
- Pay all permit fees

Deliverables

- Draft Critical Areas Site Review Memo for review
- Final Critical Areas Site Review Memo
 - Draft and final permitting matrix
 - Draft SEPA Checklist for review and comment by City
 - Final SEPA Checklist for processing by the City
- EZ-1 Form for the City to submit to DAHP
- Consultation initiation letters for Lead Agency, or the City, if delegated to, to submit to DAHP and Affected Tribes
- Literature Review information will be included in the Technical Report.
- Up to 3 historic property inventory forms for identified buildings/structures that are 50 years in age or older (the existing water tank, and up to 2 others either school or residential related, depending on selected location).
- Draft Cultural Resources Technical Report (Word format)
- Final Cultural Resources Technical Report (PDF format)
- If DAHP and Affected Tribes require revision to the report, ESA will prepare up to one Revised Final Report (PDF format)
- Draft Minor CUP Package
- Final Minor CUP Package for submittal
 - Written responses to City comments
 - Building Permit Application
 - Grading Permit Application

Assumptions

- The City is the SEPA lead agency and will issue a SEPA DNS pursuant to the City's procedures and WAC 197-11.
- It is assumed that there would be no administrative appeals or other litigation associated with the DNS.
- DAHP and affected Tribes will concur with the Area of Potential Effect (APE), proposed cultural resources assessment methodology of conducting a literature review,

archaeological surface survey, and reconnaissance level evaluation of the historic structures.

- Should consultation result in requests for additional work not identified in this scope, an amendment would be necessary.
- It is anticipated that a CUP will be obtained and there will be no appeal associated with a City decision on the CUP process.
- City will provide rights-of-entry.
- Due to the APE's location within a previously developed glacial upland ESA assumes that no subsurface archaeological survey will be requested during the consultation process. If subsurface investigations are requested by DAHP and Affected Tribes, an amendment will be necessary.
- No archaeological sites or isolates will be identified during the survey.
- The APE will include no more than 3 buildings/structures that are 50 years in age, if additional resources are identified, an amendment may be necessary.
- Archaeological monitoring services, if needed, will require a separate scope and budget approval prior to undertaking this work.
- All three meetings described in Task 6.1 are assumed to be in-person at PCD.
- The following studies may also be required to support the Minor CUP Application: Landscape Plan, Tree Retention / Mitigation Plan, Tree Valuation Report, Stormwater Management Plan, lighting plan, and traffic control plan.
- An Arborist Report/Tree Mitigation Plan will be required as part of the CUP. This will involve identifying all tree preservation and mitigation requirements, and conduct all necessary tree surveys and tree replacement / mitigation plans.
- Payment of associated fees will be borne by the City.
- Technical studies or additional documents that are not identified in this proposal may be requested by the regulatory agencies. Preparation of such documents can be provided as a separate scope of work.
- Permit applications will be based on the 60% design drawings. Permitting calculations, descriptions, and figures will be based on one single set of drawings.
 - Comments from the regulatory agencies will be minimal and not require major design changes.

- Surface water quality treatment will be required and provided on site

Task 8 Final Design

Objective

Under this task, the design team will complete final designs and specifications for construction of the new reservoir. The final design will include the following:

- Reservoir
- Site and maintenance access
- Water main improvements and tie-in
- Foundations
- Structural support for the reservoir
- Reservoir coatings
- Mechanical systems
- Electrical and instrumentation and control systems for the reservoir
- Stormwater collection, detention and conveyance systems for the new reservoir
- Temporary erosion and sedimentation control for the site
- Site grading
- T-Comm access
- Designs for existing well and reservoir settings and controls
- Structural calculations
- Construction detail plan sheets
- Construction cost estimates
- Construction schedule

Activities

Subtask 8.1 – 60% Design – Plans, Specifications, and Estimates

The project team will incorporate comments from the City's review of 30% designs and prepare 60% technical specifications, drawings and a cost estimate.

Subtask 8.2 – 90% Design – Plans, Specifications, and Estimates

The project team will incorporate comments from the City's review of 60% designs and prepare 90% technical specifications, drawings and a cost estimate.

Subtask 8.3 – Final Design – Plans, Specifications, and Estimates

The project team will incorporate comments from the City's review of 90% designs and prepare bid ready technical specifications, drawings and a cost estimate.

City Responsibilities

- Provide digital copies of an example project specification to be used for a template for developing project specifications

Deliverables

- One (1) printed copy 1 PDF copy and 1 AutoCAD/Word/Excel copy per submittal
- 60% Design Submittal – Plans, Specifications (including WSDOT, amendments, Special Provisions and Technical Specifications), cost estimate
- 90% Design Submittal – Plans, Specifications (all), cost estimate
- 100% Design Submittal – Plans, specifications, cost estimate
- Response to City comments for 30%, 60% and 90% Reviews (1 electronic copy)
- Estimated project construction time schedule (1 MS Project copy, 1 PDF copy)

Assumptions

- The designs will include Specifications in WSDOT format with CSI format used for items not covered by WSDOT standard specifications.
- AutoCAD files will be in the latest version of Civil 3D
- Cost estimates will include a summary of overall cost and itemization of materials, labor, equipment and construction costs. Items in the costs estimate will be reviewed with the City prior to submittal
- Construction schedule will include line items for long lead time materials and equipment
- Consultant's electrical engineer will coordinate with Puget Sound Energy for power service application
- 30% submittal will not include technical specifications.
- 90% submittal materials will be provided to DOH for project construction document review and approval.
- Plan set will include up to 60 design sheets.
- City's standard contract front end will be used.
- Technical specifications that will be needed since not included in WSDOT standard specifications will follow Consultant's CSI standard format.

Task 9 Bid Phase Services

Activities

Subtask 9.1 – Attend Pre-Bid Meeting

Consultant staff will attend an on-site meeting with potential bidders to answer questions and identify potential bid addendum items.

Subtask 9.2 – Respond to Questions during Bidding

Work under this subtask includes receiving and responding to plan holders' and bidders' questions to clarify the intent and/or requirements of the contract documents.

Subtask 9.3 – Prepare Addenda

Develop up to two addenda to be incorporated into the contract documents.

Subtask 9.4 – Attend Bid Opening

Consultant will attend bid opening conducted at the City's offices. Consultant will summarize bid results, make recommendations for award, and prepare letter for notice of intent to award.

City Responsibilities

- The City will advertise the project and be the primary point of contact for bidder inquiries.
- Prepare an advertisement and arrange for publication in the appropriate media. Advertisement costs will be paid by the City.
- Distribute the contract documents to the appropriate plan centers.
- Distribute the contract documents to prospective bidders, subcontractors, equipment suppliers and other vendors upon request.
- Maintain a list of plan holders for distribution.

Deliverables

- Respond to bidder questions as needed
- Provide addendum

Assumptions

- Up to 20 responses to bidder questions will be prepared.
- Up to four (4) bid addenda will be prepared.

Task 10 Construction Phase Services (*THE FOLLOWING TASKS WILL NOT BE INCLUDED IN THIS CONTRACT. TASKS WILL BE ADDED BY AMENDMENT*)

Activities

Subtask 10.1 – Preconstruction Conference

Prepare for and attend preconstruction conference. Consultant will prepare meeting agenda, sign in sheet and lead preconstruction conference.

Subtask 10.2 – Review Shop Drawings and Submittals

Under this subtask, Consultant's team will review construction submittals including electrical and structural items and reservoir related appurtenances and other submittals as requested by the City. It is anticipated up to 80 submittals will be reviewed.

Subtask 10.3 – Respond to Requests for Information (RFI's) and Change Order Requests

Under this subtask, Consultant's team will respond to RFI's and change order requests for electrical and structural items and reservoir related appurtenances. It is anticipated up to 20 RFI's will be reviewed.

Subtask 10.4 – Monthly Pay Requests

Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the City for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and the percentage complete of unit price items. Such reviews will be completed within 5 working days of receipt of the contractor's monthly pay requests.

Subtask 10.5 – Construction Observation

Under this subtask, Consultant's team will conduct construction observations of the facilities. This will include the following:

- Observations associated with various site improvements and reservoir elements including concrete placement, steel welding, piping, and appurtenances.
- Inspections of tank coatings. Inspections will be conducted continuously during coating application.

Work under this subtask includes supporting the City's daily on-site observations with periodic on-site construction observation services (25 total site visits allotted) by Consultant staff. The on-site representative will provide periodic monitoring of the construction work. The representative will

prepare periodic written reports on the construction activities at the site; maintain a diary of activities, decisions, discussions with the contractor and other observations; document the preconstruction conditions and construction work by photograph and/or video; coordinate the delivery of any materials or equipment to be delivered to City staff; witness testing as may be necessary; and other related work as needed.

Work under this subtask also includes preparing for and attending periodic meetings on the project site with the contractor. Generally, the meetings will be weekly when significant construction work is underway. The purpose of these meetings is to identify potential issues and review project progress. Typically, Consultant's on-site construction representative will conduct these meetings alongside the Contractor's Project Manager and primary City representatives.

Periodic site visits by Consultant's project manager or project engineer will be conducted when significant construction is occurring, as important issues may need to be addressed, or as otherwise requested by the City. The purpose of these visits will be to address questions regarding the contract documents, assist with resolving project difficulties, review the progress of the work and review the construction work to confirm that it is proceeding in accordance with the requirements of the contract documents.

Subtask 10.6 – Coordinate Special Inspections and Structural / Geotechnical Observations

Under this subtask, Consultant's team will conduct structural / geotechnical observations of the facilities, and assist with coordinating Special Inspection services. This will include the following:

- Structural and Geotechnical observations required by the building code
- Sampling and testing of proposed aggregate and backfill used for construction.
- Special inspections will be conducted by a special inspections company hired separately by the City. Consultant will assist the City with defining special inspection requirements to develop scoping for inspection services firm. Consultant will assist with coordination of special inspection services.
- Special inspections include the following:
 - Concrete reinforcing
 - Concrete material and placement
 - Radiograph testing of structural welds
 - Epoxy anchors
 - Reservoir Electrical Panel Factory Test

Subtask 10.7 – Testing & Start-Up/Project Close-Out

Coordinate with the contractor and the City for final testing and start-up of the facilities. Assist the City with identifying substantial completion of the project. Recommend final payments to the contractor as appropriate. Such testing and start-up services shall include assisting with milestone or substantial completion testing and start-up tasks, as required, including pipeline and other related facility acceptance testing.

Subtask 10.8 – Record Drawings

Under this subtask, Consultant will prepare record drawings based on upon Contractor and field inspector redlines. Record drawings will be prepared in AutoCAD format using the latest version of Civil 3D.

Subtask 10.9 – Warranty Inspection

Under this subtask, Consultant will schedule, prepare for, and conduct an anniversary Warranty Inspection for the constructed facilities. Consultant will document findings, distribute to the Contractors for any required remediation, and provide follow-up coordination and observation as required.

City Responsibilities

- The City will conduct the pre-construction meeting and weekly construction meetings and prepare monthly pay estimates.
- The City will directly contract with a special inspection firm for construction phase of project.

Deliverables

- Submittal reviews (1 electronic copy)
- Responses to RFI's or change order items (1 electronic copy)
- Pay Application support
- Change Order Support
- Construction observation reports
- Record drawings
- Warranty Inspection findings

Assumptions

- The City will have a daily on-site inspector serving as the City's representative to the contractor.
- Coating inspections will occur over an approximate 10-week period.

Task 11 Management Reserve (10% of total fee)

Scope of Work for Element 2 – Tank No. 2 Rehabilitation

Task 12 Tank No. 2 Rehabilitation

Objective

Perform services in tandem with Tasks 1 through 11 but for the existing Tank No. 2 rehabilitation. The City intends to operate Tank 2 only during maintenance cycles for the new elevated tank. The facility will be rehabilitated in order to allow for this periodic use and continued service life.

Activities

Subtask 12.1 – Project Management & QA/QC

Consultant will conduct services in alignment with those described in Task 1.

Subtask 12.2 – Review of Background Information

Consultant will conduct services in alignment with those described in Task 2.

Subtask 12.3 – Geotechnical Explorations

Consultant will conduct services in alignment with those described in Subtask 6.1, including site specific investigations and reporting for the Tank 2 site.

Subtask 12.4 – 30% Preliminary Design

Consultant will conduct services in alignment with those described in Tasks 6.1, 6.4, 6.7 and 6.8.

Subtask 12.5 – 60% Design - Plans, Specifications, and Estimates

Consultant will conduct services in alignment with those described in Subtask 8.1.

Subtask 12.6 – 90% Design - Plans, Specifications, and Estimates

Consultant will conduct services in alignment with those described in Subtask 8.2.

Subtask 12.7 – Final Design - Plans, Specifications, and Estimates

Consultant will conduct services in alignment with those described in Subtask 8.3.

Subtask 12.8 – Bid Phase Services & COBI Building Permit

Consultant will conduct services in alignment with those described in Task 9 and Subtask 7.6.

Subtask 12.9 – Review Shop Drawings and Submittals

Consultant will conduct services in alignment with those described in Subtask 10.2. It is anticipated up to 12 submittals will be reviewed.

Subtask 12.10 – Respond to RFIs and Change Order Requests

Consultant will conduct services in alignment with those described in Subtask 10.3. It is anticipated up to 10 RFI's and 2 Change Order Requests will be reviewed.

EXISTING TANK ASSESSMENT CONSTRUCTION PHASE TASKS -- THE FOLLOWING TASKS WILL NOT BE INCLUDED IN THIS CONTRACT. TASKS WILL BE ADDED BY AMENDMENT.

Subtask 12.11 – Construction Observation

Consultant will conduct services in alignment with those described in Subtask 10.5. Work under this subtask includes supporting the City's daily on-site observations with periodic on-site construction observation services (8 total site visits allotted) by Consultant staff.

Subtask 12.12 – Coordinate Special Inspections and Structural / Geotechnical Observations

Consultant will conduct services in alignment with those described in Subtask 10.6. It is anticipated structural observations will be required for a new reservoir footing, geotechnical observations will be for subgrade investigations prior to concrete foundation construction and special inspections will be required for concrete placement and reinforcing.

Subtask 12.13 – Testing & Start-Up/Project Close-Out

Consultant will conduct services in alignment with those described in Subtask 10.7.

Subtask 12.14 – Record Drawings

Consultant will conduct services in alignment with those described in Subtask 10.8.

Subtask 12.15 – Warranty Inspection

Consultant will conduct services in alignment with those described in Subtask 10.9.

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$1,388,756 for all services, which includes project management; public involvement; hydraulic modeling; design; permitting; project bidding and award services; and construction phase services. The proposed fee estimate is provided as Attachment C.

Proposed Project Schedule

Consultant anticipates Notice to Proceed for end of March, 2022. An overall project schedule will be distributed at the Project Kick-off Meeting.

Attachment C

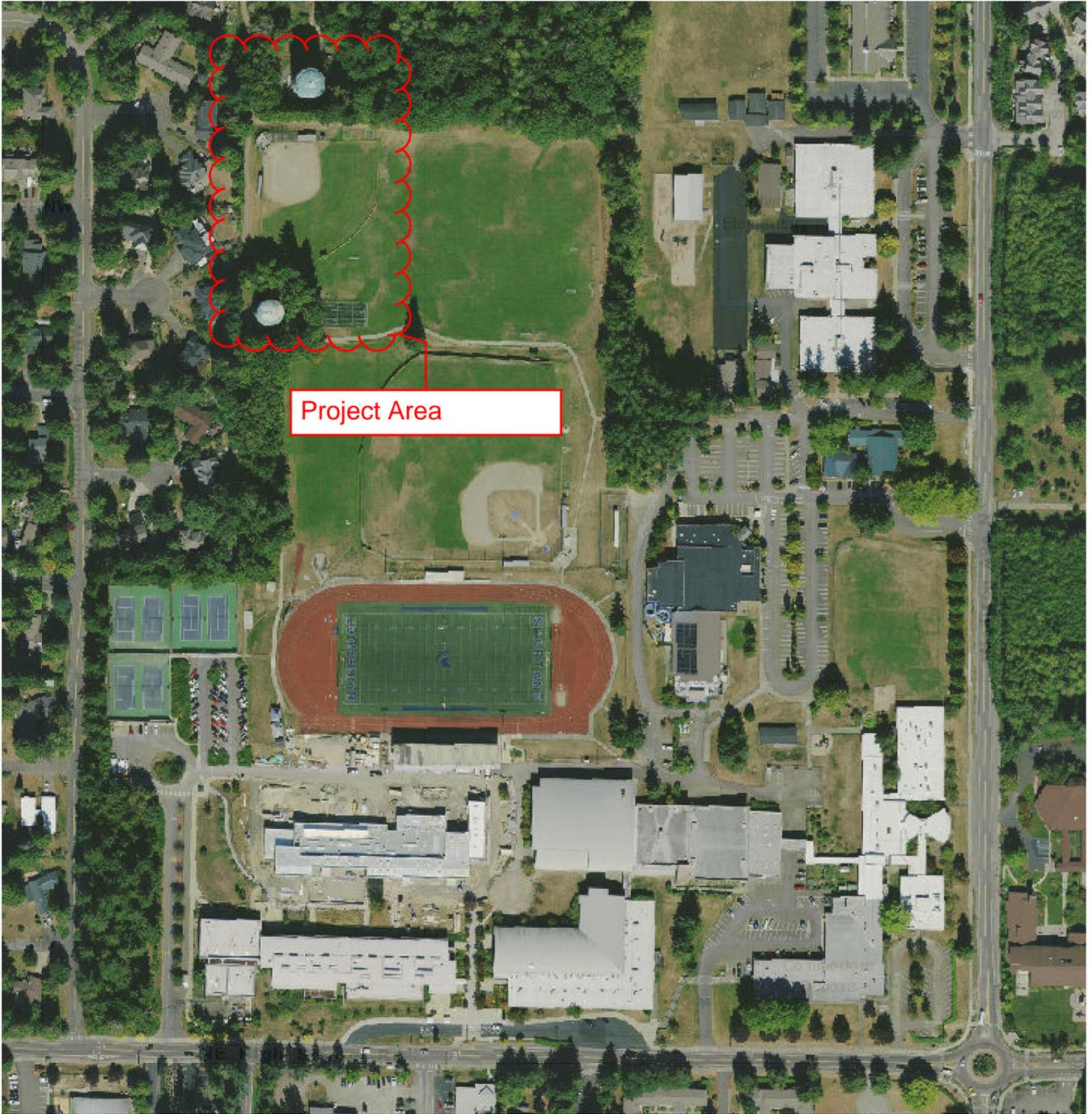
WINSLOW WATER TANK REPLACEMENT PROJECT
CITY OF BAINBRIDGE ISLAND, WA
PROPOSED FEE ESTIMATE - DRAFT - MARCH 2022

Staff Name	Hours	Labor	Subconsultants										Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total	
			PSE - Structural	ISI - Electrical	HWA - Geotech	AES - Survey	ESA - Permitting	PNWTC - Arborist	QCIC - Coating Insp	S&B -	I&C								
Tasks 1 - 11 apply to Element 1 - New Elevated Tank and Off-Site PRVs																			
Task 1 - Project Management																			
Task 1.1 - Project Management Plan and Safety Plan	44	\$ 9,431												1.1	\$ -	\$ -	\$ -	\$ -	\$ 9,431
Task 1.2 - Schedule and Budget Management	188	\$ 35,667												1.1	\$ -	\$ -	\$ -	\$ -	\$ 35,667
Task 1.3 - Progress/Work Meetings	216	\$ 46,283												1.1	\$ -	\$ 1,463	\$ -	\$ -	\$ 47,745
Task 1.4 - Subconsultant Coordination	88	\$ 18,434												1.1	\$ -	\$ -	\$ -	\$ -	\$ 18,434
Task 1.5 - Perform and Manage Project QA/QC	86	\$ 23,801												1.1	\$ -	\$ -	\$ -	\$ -	\$ 23,801
Task 1 Subtotal	622	\$ 133,616	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ -	\$ 1,463	\$ -	\$ -	\$ 135,079						
Task 2 - Data Collection and Review																			
Task 2.1 - Site Reconnaissance and Review of Existing Materials	86	\$ 16,925	\$ 2,544											1.1	\$ 8,963	\$ 293	\$ -	\$ -	\$ 26,180
Task 2 Subtotal	86	\$ 16,925	\$ 2,544	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ 8,963	\$ 293	\$ -	\$ -	\$ 26,180					
Task 3 - Alternatives Analysis																			
Task 3.1 - Elevated Reservoir Siting and Style Alternatives Development	60	\$ 12,110	\$ 3,000											1.1	\$ 3,300	\$ -	\$ -	\$ -	\$ 15,410
Task 3.2 - Elevated Reservoir Alternatives Evaluation Workshop	12	\$ 2,841	\$ 3,000											1.1	\$ 3,300	\$ -	\$ -	\$ -	\$ 6,141
Task 3.3 - Develop Design Criteria	12	\$ 2,841	\$ 5,756											1.1	\$ 7,929	\$ -	\$ -	\$ -	\$ 10,770
Task 3 Subtotal	84	\$ 17,792	\$ 11,756	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ 14,529	\$ -	\$ -	\$ -	\$ 32,321					
Task 4 - Public Involvement and Outreach																			
Task 4.1 - Public Involvement Plan	26	\$ 5,967												1.1	\$ -	\$ -	\$ -	\$ -	\$ 5,967
Task 4.2 - Early Meetings	22	\$ 5,241												1.1	\$ -	\$ 293	\$ -	\$ -	\$ 5,533
Task 4.3 - City Council Presentations	30	\$ 6,945												1.1	\$ -	\$ 293	\$ -	\$ -	\$ 7,238
Task 4.4 - Stakeholder Interviews	48	\$ 10,823												1.1	\$ -	\$ -	\$ -	\$ -	\$ 10,823
Task 4.5 - Community Open House	47	\$ 10,033												1.1	\$ -	\$ -	\$ -	\$ -	\$ 10,033
Task 4.6 - Site Tour	30	\$ 6,328												1.1	\$ -	\$ 293	\$ -	\$ -	\$ 6,621
Task 4.7 - Outreach Materials	81	\$ 17,014												1.1	\$ -	\$ -	\$ -	\$ -	\$ 17,014
Task 4 Subtotal	284	\$ 62,351	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ -	\$ 878	\$ -	\$ -	\$ 63,228						
Task 5 - Hydraulic Modeling																			
Task 5.1 - Conduct Hydraulic Modeling of the System	110	\$ 22,728												1.1	\$ -	\$ -	\$ -	\$ 1,440	\$ 24,168
Task 5.2 - Assist the City with Hydrant Tests	58	\$ 11,262												1.1	\$ -	\$ 117	\$ -	\$ -	\$ 11,379
Task 5 Subtotal	168	\$ 33,990	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ -	\$ 117	\$ -	\$ 1,440	\$ 35,547						
Task 6 - Preliminary Design (30%)																			
Task 6.1 - Geotechnical Investigations	8	\$ 1,837			\$ 66,730									1.1	\$ 73,403	\$ -	\$ -	\$ -	\$ 75,240
Task 6.2 - Topographic Survey	10	\$ 2,039				\$ 47,755								1.1	\$ 52,531	\$ -	\$ -	\$ -	\$ 54,569
Task 6.3 - Tree Inventory	10	\$ 2,039						\$ 4,650						1.1	\$ 5,115	\$ -	\$ -	\$ -	\$ 7,154
Task 6.4 - Further Preliminary Design Criteria	18	\$ 3,804												1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,804
Task 6.5 - Site Configuration, Layout and Site Access	34	\$ 7,023												1.1	\$ -	\$ -	\$ -	\$ -	\$ 7,023
Task 6.6 - Stormwater Site Plan and Report	78	\$ 15,619												1.1	\$ -	\$ -	\$ -	\$ -	\$ 15,619
Task 6.7 - Develop Preliminary Cost Estimates	58	\$ 11,228												1.1	\$ -	\$ -	\$ -	\$ -	\$ 11,228
Task 6.8 - Develop Preliminary Design Report and Plans	207	\$ 39,657	\$ 30,666	\$ 1,020					\$ 625					1.1	\$ 35,542	\$ -	\$ 864	\$ -	\$ 76,063
Task 6 Subtotal	423	\$ 83,246	\$ 30,666	\$ 1,020	\$ 66,730	\$ 47,755	\$ -	\$ 5,275	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ 166,591	\$ -	\$ 864	\$ -	\$ 250,700
Task 7 - Permits and Approvals																			
Task 7.1 - Field Reconnaissance	24	\$ 4,821					\$ 4,677							1.1	\$ 5,145	\$ -	\$ -	\$ -	\$ 9,965
Task 7.2 - Alternatives Analysis	66	\$ 13,290					\$ 11,620							1.1	\$ 12,782	\$ -	\$ 288	\$ -	\$ 26,360
Task 7.3 - SEPA Environmental Checklist	6	\$ 1,205					\$ 7,310							1.1	\$ 8,041	\$ -	\$ -	\$ -	\$ 9,246
Task 7.4 - Cultural Resources	6	\$ 1,205					\$ 23,200							1.1	\$ 25,520	\$ -	\$ -	\$ -	\$ 26,725
Task 7.5 - COBI Land Use Permitting	152	\$ 30,209					\$ 17,520	\$ 625						1.1	\$ 19,960	\$ -	\$ 576	\$ -	\$ 50,744
Task 7.6 - COBI Building Permits	46	\$ 9,005	\$ 1,536											1.1	\$ 1,690	\$ -	\$ 144	\$ -	\$ 10,839
Task 7.7 - COBI Right-of-Way Permitting	14	\$ 2,774												1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,774
Task 7.8 - DOH Construction Documents Review	26	\$ 5,455	\$ 3,072											1.1	\$ 3,379	\$ -	\$ 72	\$ -	\$ 8,906
Task 7 Subtotal	340	\$ 67,963	\$ 4,608	\$ -	\$ -	\$ -	\$ 64,327	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ 76,516	\$ -	\$ 1,080	\$ -	\$ 145,559
Task 8 - Final Design																			
Task 8.1 - 60% Design - Plans, Specifications, and Estimates	490	\$ 93,920	\$ 3,072	\$ 3,360	\$ 1,610									1.1	\$ 11,680	\$ -	\$ 2,340	\$ -	\$ 107,940
Task 8.2 - 90% Design - Plans, Specifications, and Estimates	436	\$ 82,204	\$ 2,746	\$ 7,880	\$ 1,610									1.1	\$ 15,774	\$ -	\$ 2,340	\$ -	\$ 100,318
Task 8.3 - Final Design - Plans, Specifications, and Estimates	304	\$ 57,387	\$ 2,876	\$ 2,320	\$ 985									1.1	\$ 10,698	\$ -	\$ 1,728	\$ -	\$ 69,813
Task 8 Subtotal	1230	\$ 233,512	\$ 8,694	\$ 13,560	\$ 4,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ 38,151	\$ -	\$ 6,408	\$ -	\$ 278,071
Task 9 - Bid Phase Services																			
Task 9.1 - Attend Pre-Bid Meeting	8	\$ 1,684												1.1	\$ -	\$ 59	\$ -	\$ -	\$ 1,742
Task 9.2 - Respond to Questions During Bidding	56	\$ 10,775	\$ 3,072	\$ 720	\$ 1,610									1.1	\$ 5,942	\$ -	\$ -	\$ -	\$ 16,717
Task 9.3 - Prepare Addenda	42	\$ 8,234												1.1	\$ -	\$ -	\$ -	\$ -	\$ 8,234
Task 9.4 - Attend Bid Opening	8	\$ 1,684												1.1	\$ -	\$ 59	\$ -	\$ -	\$ 1,742
Task 9 Subtotal	114	\$ 22,377	\$ 3,072	\$ 720	\$ 1,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ 5,942	\$ 117	\$ -	\$ -	\$ 28,436
Task 10 - Construction Phase Services - Not part of this contract, to be added later by amendment.																			
Task 10 Subtotal	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 11 - Management Reserve																			
Task 11 Subtotal	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12 applies to Element 2 - Tank No. 2 Rehabilitation																			
Task 12 - Tank No. 2 Rehabilitation																			
Task 12.1 - Project Management & QA/QC	92	\$ 21,206												1.1	\$ -	\$ -	\$ -	\$ -	\$ 21,206
Task 12.2 - Review of Background Information	54	\$ 10,447	\$ 1,158											1.1	\$ 1,274	\$ -	\$ -	\$ -	\$ 11,721

WINSLOW WATER TANK REPLACEMENT PROJECT
CITY OF BAINBRIDGE ISLAND, WA
PROPOSED FEE ESTIMATE - DRAFT - MARCH 2022

	Hours	Labor	Subconsultants								Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
			PSE - Structural	ISI - Electrical	HWA - Geotech	AES - Survey	ESA - Permitting	PNWTC - Arborist	QCIC - Coating Insp	S&B - I&C						
Task 12.3 - Geotechnical Explorations	10	\$ 2,280	\$ 1,000		\$ 20,000						1.1	\$ 23,100	\$ -	\$ -	\$ -	\$ 25,380
Task 12.4 - 30% Preliminary Design	126	\$ 24,225	\$ 35,234								1.1	\$ 38,757	\$ -	\$ 432	\$ -	\$ 63,414
Task 12.5 - 60% Design - Plans, Specifications, and Estimates	196	\$ 37,213	\$ 2,484	\$ 1,500						\$ 1,500	1.1	\$ 6,032	\$ -	\$ 720	\$ -	\$ 43,965
Task 12.6 - 90% Design - Plans, Specifications, and Estimates	196	\$ 36,856	\$ 2,369	\$ 1,000						\$ 1,000	1.1	\$ 4,806	\$ -	\$ 1,080	\$ -	\$ 42,742
Task 12.7 - Final Design - Plans, Specifications, and Estimates	176	\$ 32,867	\$ 2,254	\$ 1,000						\$ 1,000	1.1	\$ 4,679	\$ -	\$ 1,080	\$ -	\$ 38,626
Task 12.8 - Bid Phase Services & COBI Building Permit	72	\$ 13,824	\$ 5,916								1.1	\$ 6,508	\$ -	\$ -	\$ -	\$ 20,331
Task 12.9 - Review Shop Drawings and Submittals	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12.10 - Respond to RFIs and Change Order Requests	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12.11 - Construction Observation	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12.12 - Coordinate Special Inspections and Structural / Geotechnical Observations	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12.13 - Testing & Start-Up/Project Close-Out	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12.14 - Record Drawings	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12.15 - Warranty Inspection	0	\$ -									1.1	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12 Subtotal	922	\$ 178,917	\$ 50,415	\$ 3,500	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500		\$ 85,157	\$ -	\$ 3,312	\$ -	\$ 267,385
TOTAL - ALL TASKS	4273	\$ 850,687	\$ 111,755	\$ 18,800	\$ 92,545	\$ 47,755	\$ 64,327	\$ 5,900	\$ -	\$ 18,780		\$ 395,848	\$ 2,867	\$ 11,664	\$ 1,440	\$ 1,262,506

Management Reserve	\$ 126,251
Total + Management Reserve	\$ 1,388,756



Winslow Water Tank Replacement Project

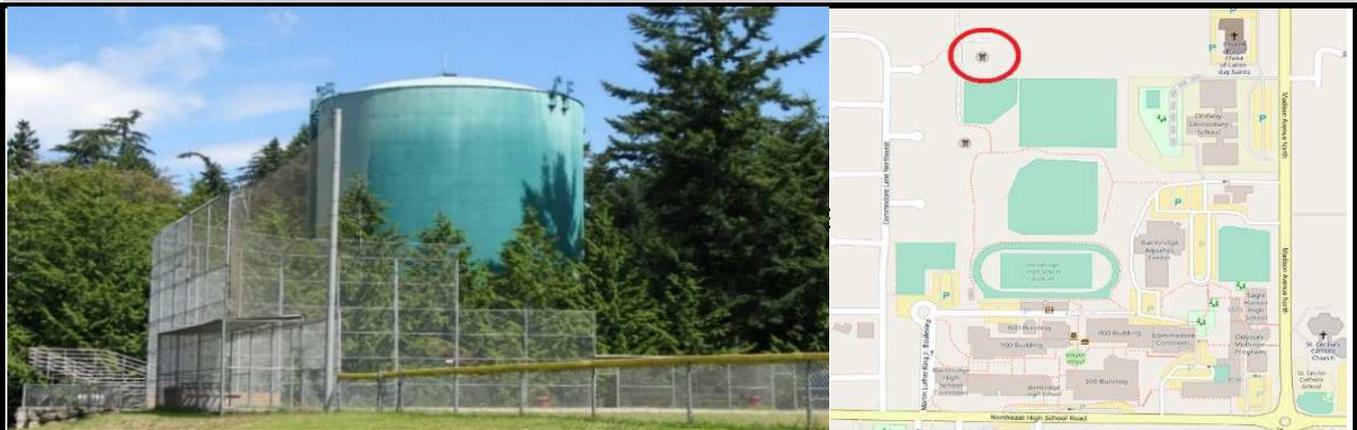
Vicinity Map

Project: Winslow Water Tank Replacement

Number: 00988

Location: New Brooklyn

Project Description



Description: Construct a new 2 million-gallon reservoir to replace both of the existing tanks that are located on an easement near the High School.

Benefit: A new tank built at a sufficient elevation, and to the most recent design standards, will correct several deficiencies associated with existing tanks including: significant dead storage, pressure zone deficiencies, water quality issues, and seismic deficiencies.

Schedule: 2021: Design; 2023: Construction

Capital Funding (1000's)

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$1,005	\$535	\$39	\$10,040	\$0	\$0	\$0	\$0	\$11,619
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$1,005	\$535	\$39	\$10,040	\$0	\$0	\$0	\$0	\$11,619
FUNDING USES (1000's)									
Project Management	\$5	\$35	\$39	\$40					\$119
Design/permitting	\$1,000	\$500							\$1,500
Construction				\$10,000					\$10,000
Sub-total	\$1,005	\$535	\$39	\$10,040	\$0	\$0	\$0	\$0	\$11,619

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
Operating Debt Service									TBD
Sub-total	\$0								

Choosing the right tank for your project



Experience with All Types of Reservoirs



Multi-Column



Fluted Column



Composite



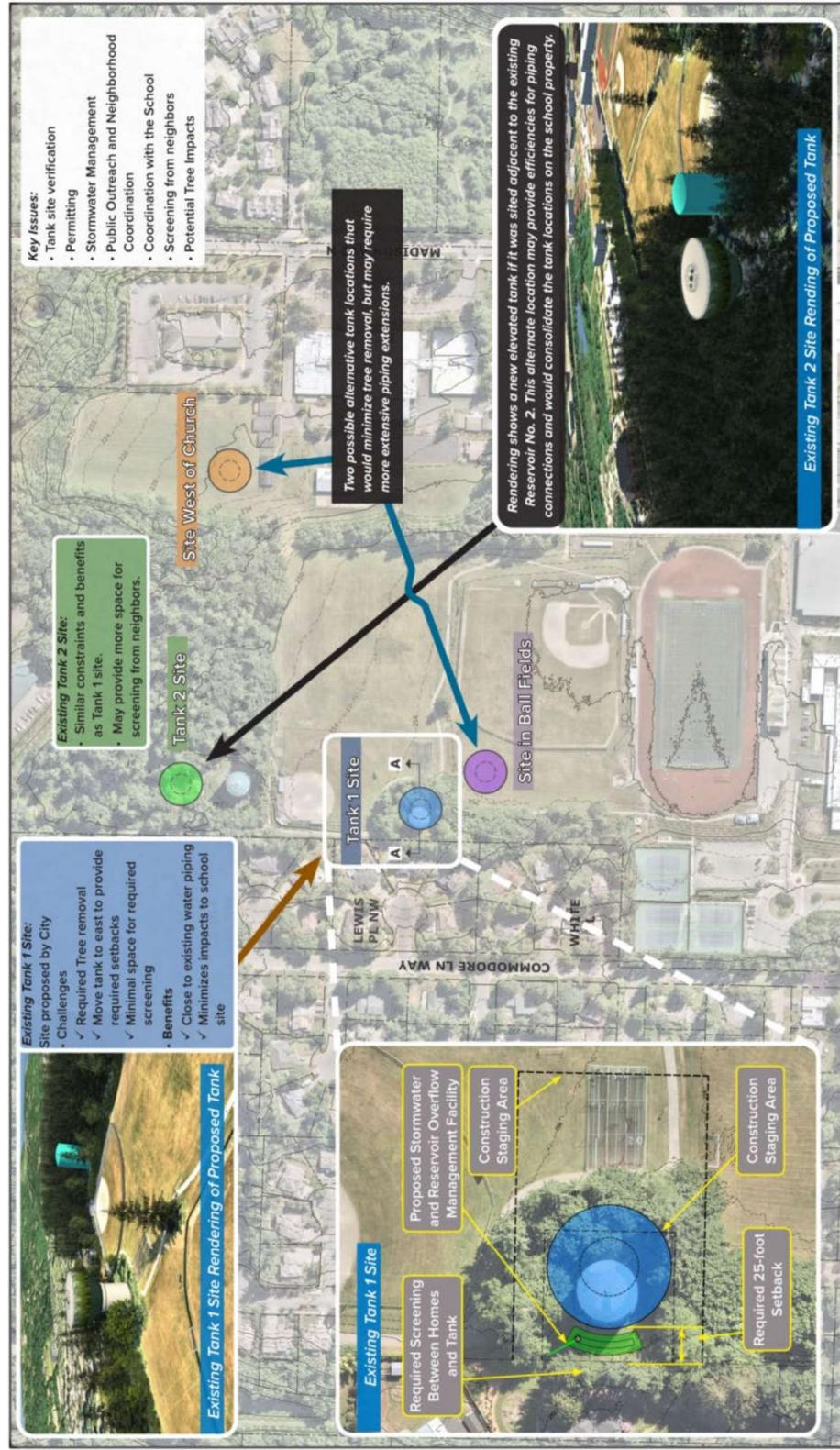
Pedesphere



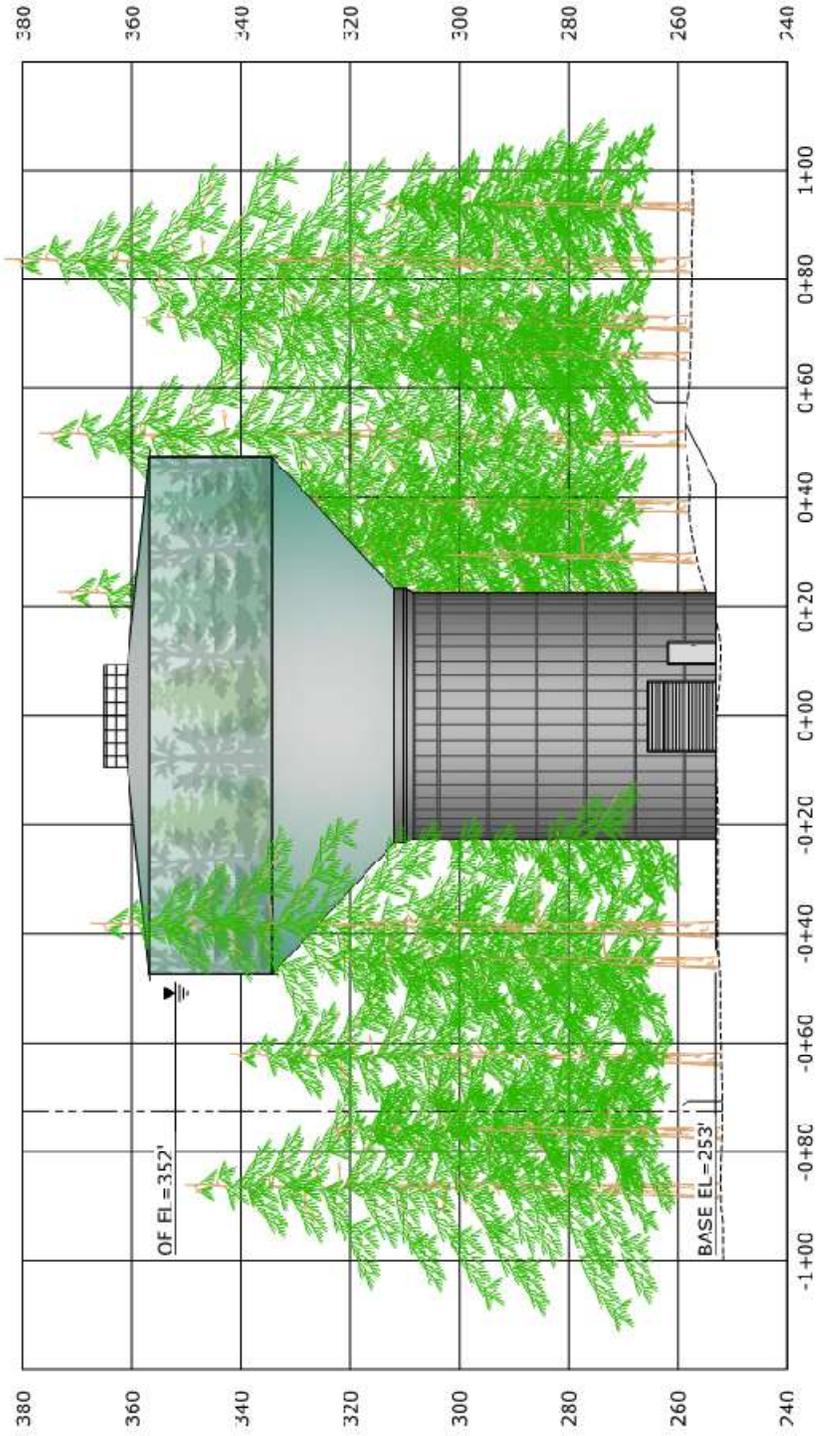
Standpipe

Our experience with all types of reservoirs will help the City select the tank style that best fits the needs for the Winslow Water Tank Replacement.

Expertise in Reservoir Siting & Optimizing Site Orientation



Q&A





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME:

AGENDA ITEM: Cancel the April 5, 2022 City Council Study Session

SUMMARY: Council will consider canceling the April 5, 2022 Study Session.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: City Council

RECOMMENDED MOTION: Cancel the April 5, 2022 City Council Study Session.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:10 PM) Hold a Public Hearing and Consider Approving Resolution No. 2022-13 to Surplus Tax Parcel (332602-2-062-2006) and Transfer Ownership to the Washington State Department of Transportation (WSDOT) for the Port Madison Road/SR 305 Roundabout Project - Public Works,

SUMMARY: City Staff are requesting that in accordance with the City's surplus procedures, the City Council hold a public hearing and then consider declaring a piece of City-owned property surplus to the City's needs, and consider authorizing the transfer of the property to the Washington State Department of Transportation in support of the Port Madison Road/State Route 305 Roundabout project.

AGENDA CATEGORY: Resolution

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to approve Resolution No. 2022-13, declaring as surplus to the City's needs Tax Parcel No. 332602-2-062-2006, and authorize the transfer of City ownership to the Washington State Department of Transportation for the Port Madison Road/SR305 Roundabout project, and authorize the City Manager to complete all necessary and appropriate steps and execute all associated documents needed to accomplish such transfer of ownership.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	N/A
One-Time Cost:	N/A
Included in Current Budget?	No

BACKGROUND: The Washington State Department of Transportation ("WSDOT") is planning to build two roundabouts on Bainbridge Island along the SR 305 Corridor at the Port Madison and Adas Will intersections. According to the WSDOT web page (<https://wsdot.wa.gov/Projects/SR305/winslowferrytohostmarkstsafety/default.htm>), the projects are anticipated to begin construction in the summer of 2021.

The City has received a request from the Washington State Department of Transportation to acquire real property ("Property") located at the intersection of SR 305 and NE Seabold Road to support their SR 305 Roundabout project. Said Tax Parcel No. 332602-2-062-2006 was originally deeded to the City of Bainbridge

Island in 2017 (Auditor's File No. 201711070031) at no cost to the City, and now WSDOT wishes to reacquire the parcel for their SR 305 Roundabout project. The City has not identified a need for the above-mentioned tax parcel and recommends surplusing and transferring it to WSDOT for its SR 305 Roundabout project.

In exchange for the Property, WSDOT is offering the City landscape enhancements, specifically larger trees, the need for which were suggested by the City Council and the community, along the proposed project periphery. In accordance with correspondence from the WSDOT project team, the tree up-sizing proposal includes increasing the size of about 70% of the trees on the project from 1'-2' tall to 3'-4' tall, and represents a cost increase to the project of approximately \$16,200. This amount of investment in tree enhancements exceeds the estimated surplus property value of approximately \$15,830 (see attached property valuation prepared by WSDOT staff and the attached landscape plan for additional information).

The City Council approved Resolution No. 2022-3 setting a public hearing date of March 22, 2022, for the surplus and transfer of Tax Parcel No. 332602-2-062-2006 to WSDOT for their SR305 Roundabout project. The notice of hearing was published and posted in accordance with RCW 39.33.020.

Authorization for city surplus is set forth in multiple provisions of state law including RCW 39.33.010 authorizing the City to transfer real property and RCW 35.61.290 authorizing the City to transfer any interest in real property.

ATTACHMENTS:

[Resolution No. 2022-13 Declaring One Tax Parcel as Surplus and Authorizing Transfer to WSDOT.docx](#)

[Market Value Analysis.pdf](#)

[SR305 Surplus Property Compensation Memo.docx](#)

[SR305 WSDOT Landscape Proposal.pdf](#)

[SR305 Roundabout Plans.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

RESOLUTION NO. 2022-13

A RESOLUTION of the City Council of Bainbridge Island, Washington, declaring one tax parcel property as surplus to the City's needs and authorizing the transfer of said tax parcel property to the Washington State Department of Transportation.

WHEREAS, the City of Bainbridge Island ("City") received a request from the Washington State Department of Transportation ("WSDOT") to acquire one tax parcel of real property to support its State Route 305 Roundabout Project ("Project"); and

WHEREAS, in 2017, parcel no. 332602-2-062-2006 (the "Property") was deeded to the City of Bainbridge Island (Auditor's File No. 201711070031) from WSDOT at no cost to the City. In 2021, WSDOT communicated the Property is needed for the Project, and that WSDOT wished to reacquire the Property; and

WHEREAS, the City Council approved Resolution No. 2022-3 at its February 22, 2022, meeting setting a public hearing date of March 22, 2022, to receive community input related to declaring the Property as surplus to the City's needs; and

WHEREAS, the notice of hearing was published in the newspaper of record and posted on-site in accordance with RCW 39.33.020; and

WHEREAS, the following attachments are related to this transfer, Attachment A "Legal Description," Attachment B "Map;" and

WHEREAS, the City Council finds that it is in the best interest of the City to declare the Property as surplus and authorize its transfer to WSDOT; and

WHEREAS, the WSDOT real estate team valued the Property at \$15,830; and

WHEREAS, the City agrees with the WSDOT real estate team's evaluation of the value of the Property; and

WHEREAS, in exchange for the Property, WSDOT offered to provide the City additional landscape enhancements above what was initially going to be provided per the terms of the Project, specifically, it will provide larger trees than initially agreed upon along the proposed Project periphery;

WHEREAS, the value of the additional landscape enhancements WSDOT will provide is approximately \$16,200; and

WHEREAS, the City desires to accept WSDOT's offer to transfer the Property to it in exchange for the offered additional landscape enhancements; and

WHEREAS, this resolution authorizes the City Manager to move forward with the disposition of the Property, and to take all necessary steps to complete the transfer of ownership of the Property to WSDOT.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES RESOLVE AS FOLLOWS:

Section 1. The Property, owned by the City of Bainbridge Island and legally described on Attachment A and depicted in Attachment B, which are both attached hereto and incorporated by reference, is hereby declared surplus to the needs of the City of Bainbridge Island.

Section 2. It is in the best interest of the citizens of Bainbridge Island to transfer the Property to WSDOT for use related to the Project.

Section 3. The transfer of the City's interest in the Property shall include a condition that WSDOT provide landscape enhancements, in addition to the landscaping already contemplated in the Project, having an approximate value of \$16,200, as valuable consideration in exchange for the transfer of the Property.

Section 4. The transfer of the City's interest in the Property shall include a condition that the City will retain any necessary access and utility easements on the Property.

Section 5. The City Manager is hereby authorized to take all necessary and appropriate steps to transfer the Property to WSDOT in accordance with applicable federal, state, local law, and City policies, including executing all documents required to effectuate the transfer.

Section 6. 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 7. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ____ day of _____, 2022.

APPROVED by the Mayor this ____ day of _____, 2022.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	March 18, 2022
PASSED BY THE CITY COUNCIL:	March 22, 2022
RESOLUTION NO.	2022-13

ATTACHED:

Attachment A – Legal Description
Attachment B - Map

ATTACHMENT A – Legal Description

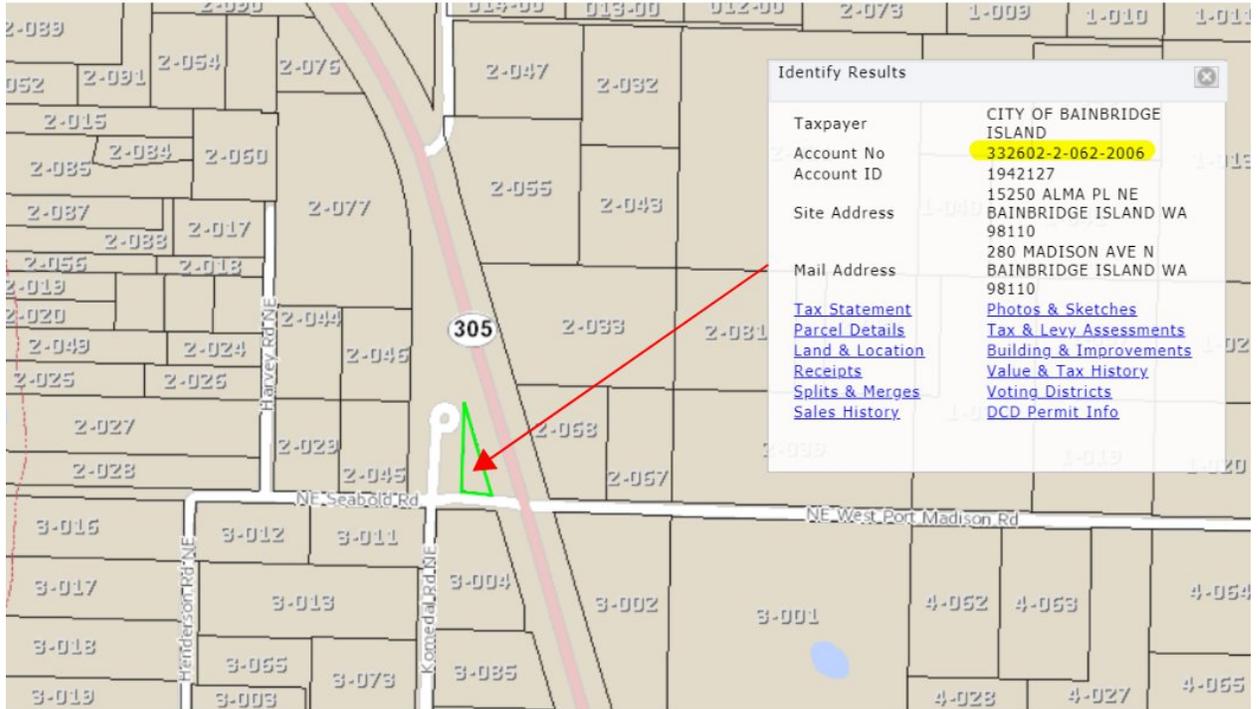
That portion of property described in Warranty Deed dated February 8, 1951, recorded March 28, 1951 under Auditor's File No. 529551; Warranty Deed dated February 9, 1951, recorded March 28, 1951 under Auditor's File No. 529547; and Warranty Deed dated February 9, 1951, recorded March 28, 1951 under Auditor's File No. 529548; records of Kitsap County, Washington, being in the Southeast quarter of the Northwest quarter of Section 33, Township 26 North, Range 2 East of the Willamette Meridian, Kitsap County, Washington, lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES)

427+87 on the SR 305 line survey of SR 305, Winslow to Agate Pass and 75 feet Southwesterly therefrom; thence Northwesterly, to a point opposite HES 428+20.80 L/A on said SR 305 line survey and 147.30 feet Southwesterly therefrom, said point being on the Easterly margin of Secondary State Highway No. 21-A (SR 305), Agate Pass Bridge Vicinity, as described in Warranty Deed dated November 18, 1948, recorded January 6, 1949 under Auditor's File No. 477878; and Warranty Deed dated August 31, 1948, recorded October 16, 1948 under Auditor's File No. 477883; thence Northeasterly along said Easterly margin to an intersection with a line drawn parallel with and 75 feet Southwesterly of said SR 305 line survey; thence Southeasterly, parallel with said SR 305 line survey to the point of beginning.

ATTACHMENT B – MAP

ATTACHMENT B



Market Value Analysis

City of Bainbridge Island

Tax parcel number 332602-2-062-2006

Sq Ft 10,019 *Kelly Sheldon*

Comparable property sales used for the parcels to be acquired on the project;
Range from \$1.58 – \$5.93

- 16320 Agate Pass Road at \$1.58 sold 6/22/20

Recent search of Comparable property sales on Bainbridge Island;
Range from \$1.81 - \$15 \$/sq ft

- 0 NE Tani Creek Rd Unit I, Bainbridge Island, WA at \$1.81 \$/sq ft sold 9/1/2021

Based on this information, I recommend using a unit value of \$1.58 \$/sq ft.

The City of Bainbridge Island parcel is 10,019 sq ft at \$1.58 \$/Sq ft. the estimate value would be \$15,830 as of effective date November 19, 2021.

Charlene Mullis, RWA, RWP
OR RES Acquisition/Relocation Supervisor



CITY OF
BAINBRIDGE ISLAND

Public works department Memorandum

Date: 03/17/22
To: Blair King, City Manager
From: Christopher Wierzbicki, Public Works Director
Subject: Surplus of Tax Parcel (332602-2-062-2006) for Washington State Department of Transportation (WSDOT) SR305 Roundabout Project

WSDOT is planning to build two roundabouts on Bainbridge Island along the SR 305 Corridor at the Port Madison and Adas Will intersections. The City has received a request from the Washington State Department of Transportation to acquire real property located at the intersection of SR 305 and NE Seabold Road to support their SR 305 Roundabout project. Said Tax Parcel No. 332602-2-062-2006 was originally deeded to the City of Bainbridge Island in 2017 (Auditor's File No. 201711070031) at no cost to the City, and now WSDOT wishes to reacquire the parcel for their SR 305 Roundabout project.

The City has not identified a need for the above-mentioned tax parcel and recommends surplusing and transferring it to WSDOT for their SR 305 Roundabout project. WSDOT is offering the City landscape enhancements, specifically larger trees- the need for which were suggested by the City Council and the community - along the proposed project periphery in exchange for the City's property.

In accordance with correspondence from the WSDOT project team, the tree up-sizing proposal includes increasing the size of about 70% of the trees on the project from 1'-2' tall to 3'-4' tall, and represents a cost increase to the project of approximately \$16,200. This amount of investment in tree enhancements exceeds the estimated surplus property value of approximately \$15,830, and therefore I recommend that the City accept the enhancements as compensation for the property.

T.26N.R.2W. W.M. SEC. 33



SOIL TREATMENT TOTALS (THIS SHEET)	
TOPSOIL TYPE A (SEE PLANTING DETAILS FOR INTERPLANTED TREES, SHEET LD2)	0.7 C.Y.
BARK OR WOOD CHIP MULCH APPLIED IN 2' RINGS AROUND INTERPLANTED TREES (SEE MULCH RING FOR INTERPLANTED TREES DETAIL, SHEET LD2)	0.8 C.Y.
FINE COMPOST APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.4 ACRE
BARK OR WOOD CHIP MULCH APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.4 ACRE
FINE COMPOST APPLIED AS 2" BLANKET PRIOR TO SEEDING, FERTILIZING, AND MULCHING	0.2 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX A	0.05 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX B	0.2 ACRE

PLANTING LEGEND	
	GRAND FIR
	VINE MAPLE
	PACIFIC DOGWOOD
	CASCARA
	BITTERCHERRY
	WESTERN RED CEDAR
	SHRUB MIX
	GROUNDCOVER MIX
	SEEDING, FERTILIZING, AND MULCHING MIX A
	SEEDING, FERTILIZING, AND MULCHING MIX B
	TREE INTERPLANTING AREA WITHIN EXISTING VEGETATION

DOUGLAS FIR

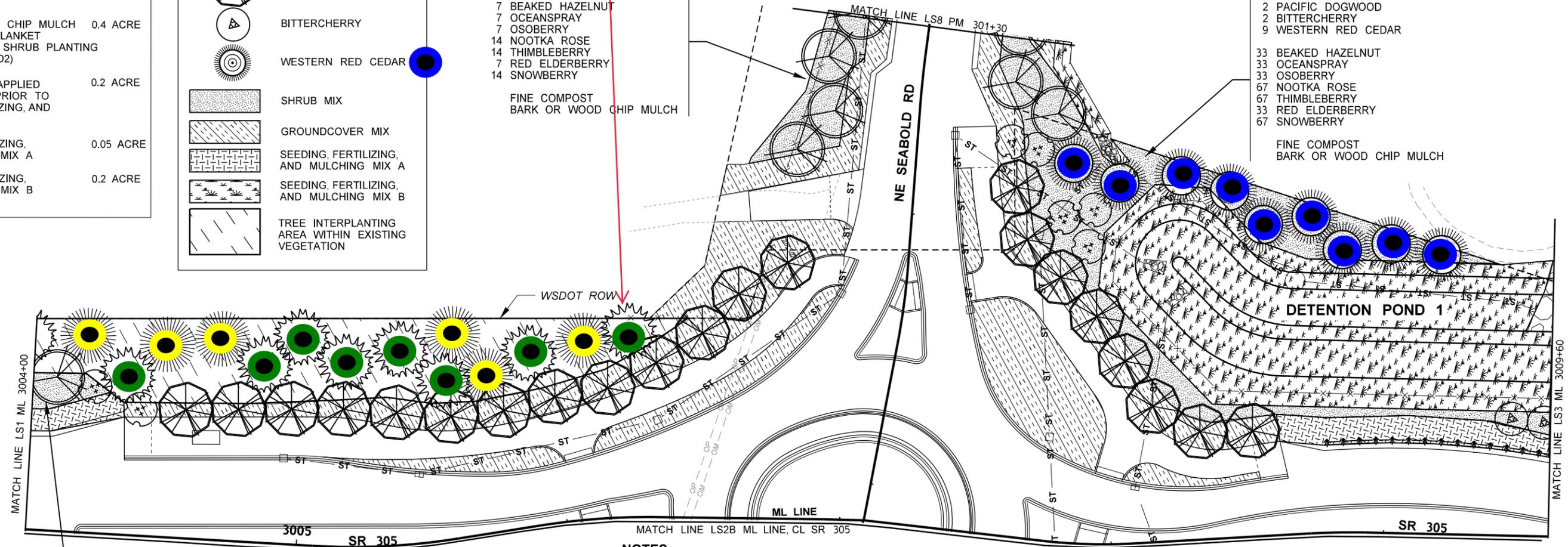
- TREES AND SHRUB MIX
- 3 PACIFIC DOGWOOD
 - 7 BEAKED HAZELNUT
 - 7 OCEANSPRAY
 - 7 OSOBERRY
 - 14 NOOTKA ROSE
 - 14 THIMBLEBERRY
 - 7 RED ELDERBERRY
 - 14 SNOWBERRY

FINE COMPOST
BARK OR WOOD CHIP MULCH

- TREES AND SHRUB MIX
- 4 VINE MAPLE
 - 2 PACIFIC DOGWOOD
 - 2 BITTERCHERRY
 - 9 WESTERN RED CEDAR

- 33 BEAKED HAZELNUT
- 33 OCEANSPRAY
- 33 OSOBERRY
- 67 NOOTKA ROSE
- 67 THIMBLEBERRY
- 33 RED ELDERBERRY
- 67 SNOWBERRY

FINE COMPOST
BARK OR WOOD CHIP MULCH



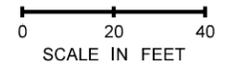
- TREES AND SHRUB MIX
- 1 VINE MAPLE
 - 1 PACIFIC DOGWOOD
 - 2 BEAKED HAZELNUT
 - 2 OCEANSPRAY
 - 2 OSOBERRY
 - 4 NOOTKA ROSE
 - 4 THIMBLEBERRY
 - 2 RED ELDERBERRY
 - 4 SNOWBERRY
- FINE COMPOST
BARK OR WOOD CHIP MULCH

NOTES

- WEED CONTROL AND SELECTIVE CLEARING WITHIN EXISTING VEGETATION AREAS BY FORCE ACCOUNT.
- LOCATIONS OF TREES TO BE INTERPLANTED WITHIN EXISTING VEGETATION ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY ENGINEER.
- SOIL TREATMENT PRODUCT QUANTITIES ON THIS SHEET ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT QUANTITIES.
- SEE SHEET LSN1 FOR PLANT MATERIALS LIST.
- SEE SHEET LD1 FOR ROUNDABOUT PLANTING PLAN AND DETAILS.
- SEE SHEET LD2 FOR PLANTING DETAILS.

TREES IN GROUNDCOVER (THIS SHEET)	
2	VINE MAPLE
21	CASCARA
2,101	CREeping OREGON-GRAPE
700	WESTERN SWORDFERN
FINE COMPOST BARK OR WOOD CHIP MULCH	

INTERPLANTED TREES (THIS SHEET)	
6	GRAND FIR
8	DOUGLAS FIR
TOPSOIL TYPE A BARK OR WOOD CHIP MULCH RINGS	



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DATE	2/18/2021		
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DESIGNED BY	L. FRETTS		
ENTERED BY	L. FRETTS		
CHECKED BY			
PROJ. ENGR.	L. MOODY		
REGIONAL ADM.	J.WYNANDS		
REVISION	DATE	BY	
REGION NO.	STATE	FED.AID PROJ.NO.	
10	WASH		
JOB NUMBER			
CONTRACT NO.	LOCATION NO.		
	XL6101		



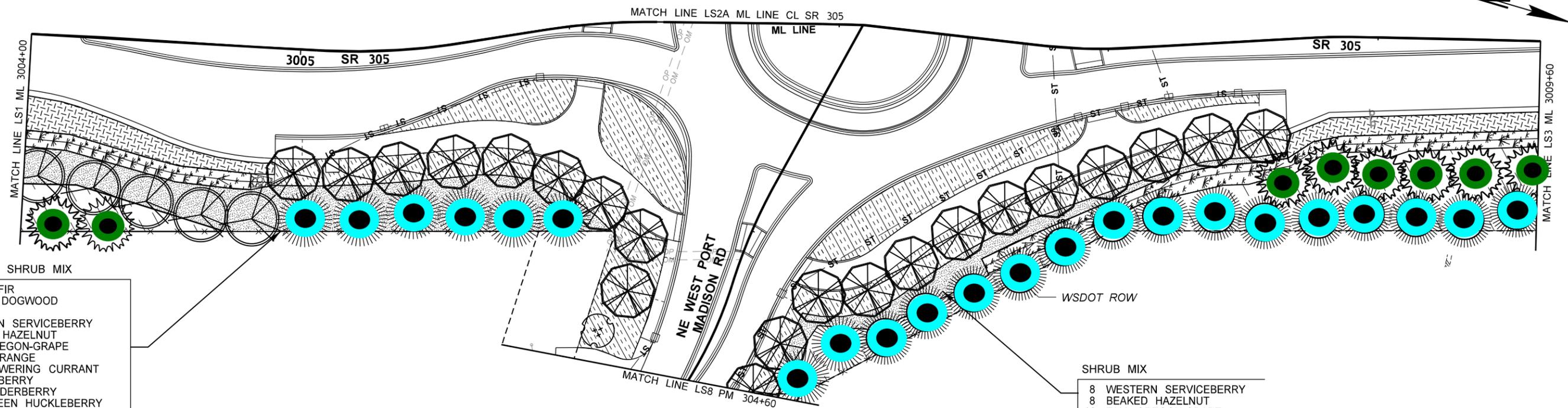
Preliminary
 Subject to change
 10/14/2021



**SR 305 / WEST PORT MADISON,
 AGATEWOOD RD, ADAS WILL LN
 SAFETY IMPROVEMENTS**
LANDSCAPE PLAN

LS2A
 SHEET
 OF
 SHEET
393

T.26N.R.2W. W.M. SEC. 33



TREES AND SHRUB MIX

- 6 GRAND FIR
- 5 PACIFIC DOGWOOD
- 23 WESTERN SERVICEBERRY
- 23 BEAKED HAZELNUT
- 46 TALL OREGON-GRAPE
- 23 MOCK ORANGE
- 23 RED-FLOWERING CURRANT
- 46 THIMBLEBERRY
- 23 BLUE ELDERBERRY
- 23 EVERGREEN HUCKLEBERRY
- FINE COMPOST
- BARK OR WOOD CHIP MULCH

SHRUB MIX

- 8 WESTERN SERVICEBERRY
- 8 BEAKED HAZELNUT
- 16 TALL OREGON-GRAPE
- 8 MOCK ORANGE
- 8 RED-FLOWERING CURRANT
- 16 THIMBLEBERRY
- 8 BLUE ELDERBERRY
- 8 EVERGREEN HUCKLEBERRY
- FINE COMPOST
- BARK OR WOOD CHIP MULCH

SOIL TREATMENT TOTALS (THIS SHEET)

TOPSOIL TYPE A (SEE PLANTING DETAILS FOR INTERPLANTED TREES, SHEET LD2)	1.2 C.Y.
BARK OR WOOD CHIP MULCH APPLIED IN 2' RINGS AROUND INTERPLANTED TREES (SEE MULCH RING FOR INTERPLANTED TREES DETAIL, SHEET LD2)	1.4 C.Y.
FINE COMPOST APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.7 ACRE
BARK OR WOOD CHIP MULCH APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.7 ACRE
FINE COMPOST APPLIED AS 2" BLANKET PRIOR TO SEEDING, FERTILIZING, AND MULCHING	0.1 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX A	0.05 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX B	0.05 ACRE

PLANTING LEGEND

- GRAND FIR
- VINE MAPLE
- PACIFIC DOGWOOD
- CASCARA
- DOUGLAS FIR
- WESTERN RED CEDAR
- SHRUB MIX
- GROUNDCOVER MIX
- SEEDING, FERTILIZING,
AND MULCHING MIX A
- SEEDING, FERTILIZING,
AND MULCHING MIX B
- TREE INTERPLANTING
AREA WITHIN EXISTING
VEGETATION

Substitute Grand fir and
Western Red Cedar with
Excelsa Cedar in all
locations
Excelsa Cedar =

TREES IN GROUNDCOVER (THIS SHEET)

- 1 VINE MAPLE
- 21 CASCARA
- 1,757 CREEPING OREGON-GRAPE
- 589 WESTERN SWORDFERN
- FINE COMPOST
- BARK OR WOOD CHIP MULCH

INTERPLANTED TREES (THIS SHEET)

- 2 GRAND FIR
- 8 DOUGLAS FIR
- 14 WESTERN RED CEDAR
- TOPSOIL TYPE A
- BARK OR WOOD CHIP MULCH RINGS

NOTES

- WEED CONTROL AND SELECTIVE CLEARING WITHIN EXISTING VEGETATION AREAS BY FORCE ACCOUNT.
- LOCATIONS OF TREES TO BE INTERPLANTED WITHIN EXISTING VEGETATION ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY ENGINEER.
- SOIL TREATMENT PRODUCT QUANTITIES ON THIS SHEET ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT QUANTITIES.
- SEE SHEET LSN1 FOR PLANT MATERIALS LIST.
- SEE SHEET LD1 FOR ROUNDABOUT PLANTING PLAN AND DETAILS.
- SEE SHEET LD2 FOR PLANTING DETAILS.

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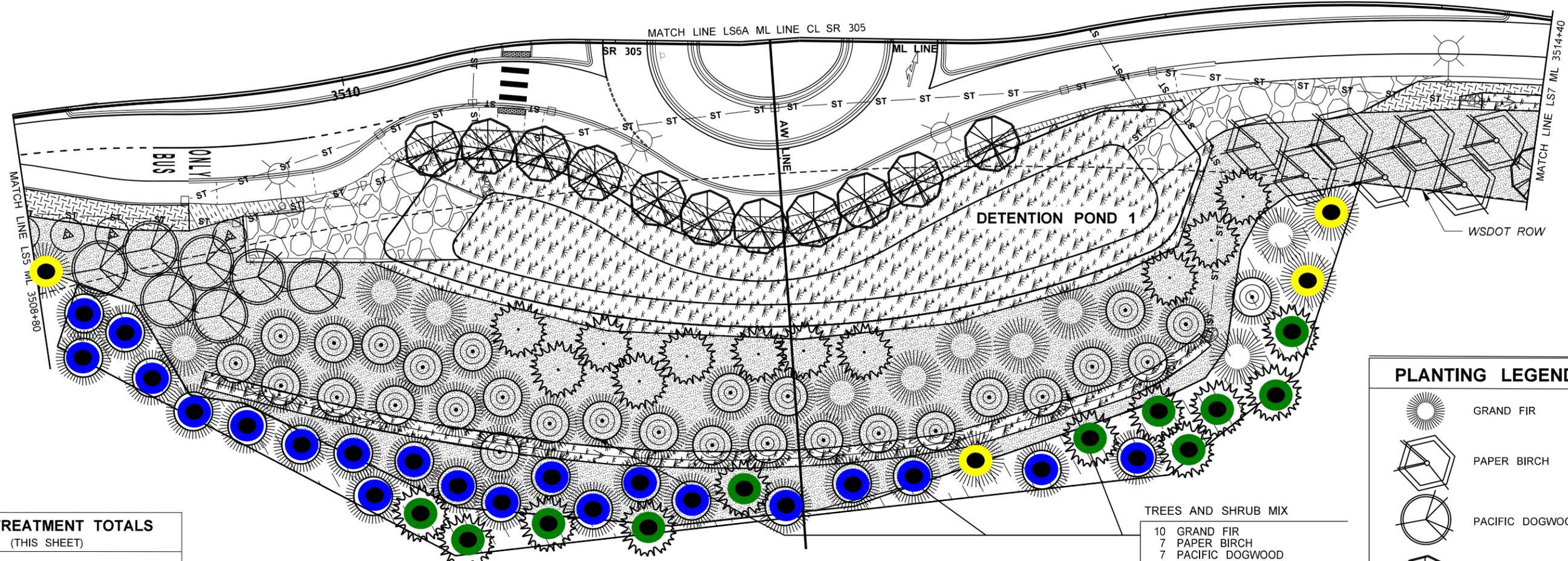
Washington State
Department of Transportation

SR 305 / WEST PORT MADISON,
AGATEWOOD RD, ADAS WILL LN
SAFETY IMPROVEMENTS

PLANT MATERIALS

LS2B
SHEET
OF
SHEET
394

T.26N. R.2E. W.M. SEC. 33



SOIL TREATMENT TOTALS (THIS SHEET)

TOPSOIL TYPE A (SEE PLANTING DETAILS FOR INTERPLANTED TREES, SHEET LD2)	1.3 C.Y.
BARK OR WOOD CHIP MULCH APPLIED IN 2" RINGS AROUND INTERPLANTED TREES (SEE MULCH RING FOR INTERPLANTED TREES DETAIL, SHEET LD2)	1.5 C.Y.
FINE COMPOST APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.7 ACRE
BARK OR WOOD CHIP MULCH APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.7 ACRE
FINE COMPOST APPLIED AS 2" BLANKET PRIOR TO SEEDING, FERTILIZING, AND MULCHING	0.1 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX A	0.05 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX B	0.05 ACRE

NOTES

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- SEE SHEET LD2 FOR PLANTING DETAILS.

TREES IN GROUNDCOVER (THIS SHEET)

11 CASCARA
401 KINNICKINNICK
132 WESTERN SWORDFERN
FINE COMPOST
BARK OR WOOD CHIP MULCH

INTERPLANTED TREES (THIS SHEET)

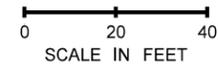
4 GRAND FIR
10 DOUGLAS FIR
11 WESTERN RED CEDAR
TOPSOIL TYPE A
BARK OR WOOD CHIP MULCH RINGS

TREES AND SHRUB MIX

10 GRAND FIR
7 PAPER BIRCH
7 PACIFIC DOGWOOD
3 BITTERCHERRY
12 DOUGLAS FIR
39 WESTERN RED CEDAR
207 WESTERN SERVICEBERRY
207 BEAKED HAZELNUT
413 TALL OREGON-GRAPE
207 MOCK ORANGE
207 RED-FLOWERING CURRANT
413 THIMBLEBERRY
207 BLUE ELDERBERRY
207 EVERGREEN HUCKLEBERRY
FINE COMPOST
BARK OR WOOD CHIP MULCH

PLANTING LEGEND

	GRAND FIR	
	PAPER BIRCH	
	PACIFIC DOGWOOD	
	CASCARA	
	BITTERCHERRY	
	DOUGLAS FIR	
	WESTERN RED CEDAR	
	SHRUB MIX	
	GROUNDCOVER MIX	
	SEEDING, FERTILIZING, AND MULCHING MIX A	
	SEEDING, FERTILIZING, AND MULCHING MIX B	
	TREE INTERPLANTING AREA WITHIN EXISTING VEGETATION	



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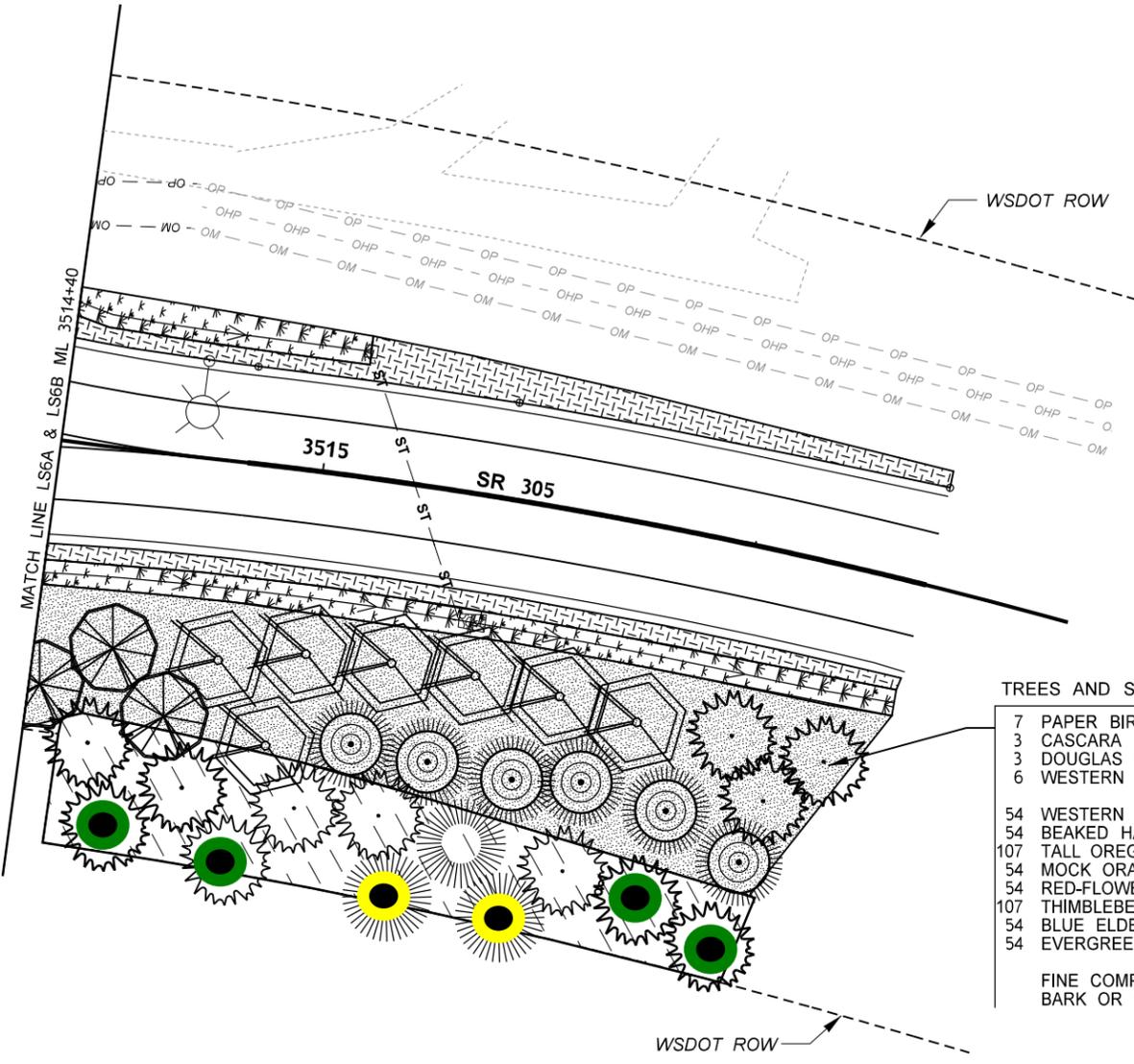
**SR 305 / WEST PORT MADISON,
 AGATEWOOD RD, ADAS WILL LN
 SAFETY IMPROVEMENTS**

LANDSCAPE PLAN

LS6B
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 OF
 SHEET

T.26.R.2E. W.M. SEC. 33

SOIL TREATMENT TOTALS (THIS SHEET)	
TOPSOIL TYPE A (SEE PLANTING DETAILS FOR INTERPLANTED TREES, SHEET LD2)	0.6 C.Y.
BARK OR WOOD CHIP MULCH APPLIED IN 2' RINGS AROUND INTERPLANTED TREES (SEE MULCH RING FOR INTERPLANTED TREES DETAIL, SHEET LD2)	0.7 C.Y.
FINE COMPOST APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.2 ACRE
BARK OR WOOD CHIP MULCH APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.2 ACRE
FINE COMPOST APPLIED AS 2" BLANKET PRIOR TO SEEDING, FERTILIZING, AND MULCHING	0.1 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX A	0.05 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX B	0.05 ACRE

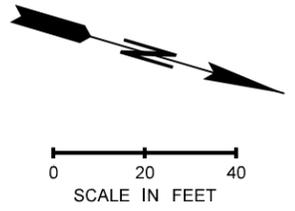


- TREES AND SHRUB MIX**
- 7 PAPER BIRCH
 - 3 CASCARA
 - 3 DOUGLAS FIR
 - 6 WESTERN RED CEDAR
 - 54 WESTERN SERVICEBERRY
 - 54 BEAKED HAZELNUT
 - 107 TALL OREGON-GRAPE
 - 54 MOCK ORANGE
 - 54 RED-FLOWERING CURRANT
 - 107 THIMBLEBERRY
 - 54 BLUE ELDERBERRY
 - 54 EVERGREEN HUCKLEBERRY
- FINE COMPOST
BARK OR WOOD CHIP MULCH

PLANTING LEGEND	
	GRAND FIR
	PAPER BIRCH
	CASCARA
	DOUGLAS FIR
	WESTERN RED CEDAR
	SHRUB MIX
	SEEDING, FERTILIZING, AND MULCHING MIX A
	SEEDING, FERTILIZING, AND MULCHING MIX B
	TREE INTERPLANTING AREA WITHIN EXISTING VEGETATION

- NOTES**
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 4. SEE SHEET LSN1 FOR PLANT MATERIALS LIST.
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INTERPLANTED TREES (THIS SHEET)	
3	GRAND FIR
9	DOUGLAS FIR
TOPSOIL TYPE A BARK OR WOOD CHIP MULCH RINGS	



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**SR 305 / WEST PORT MADISON,
 AGATEWOOD RD, ADAS WILL LN
 SAFETY IMPROVEMENTS**

LANDSCAPE PLAN

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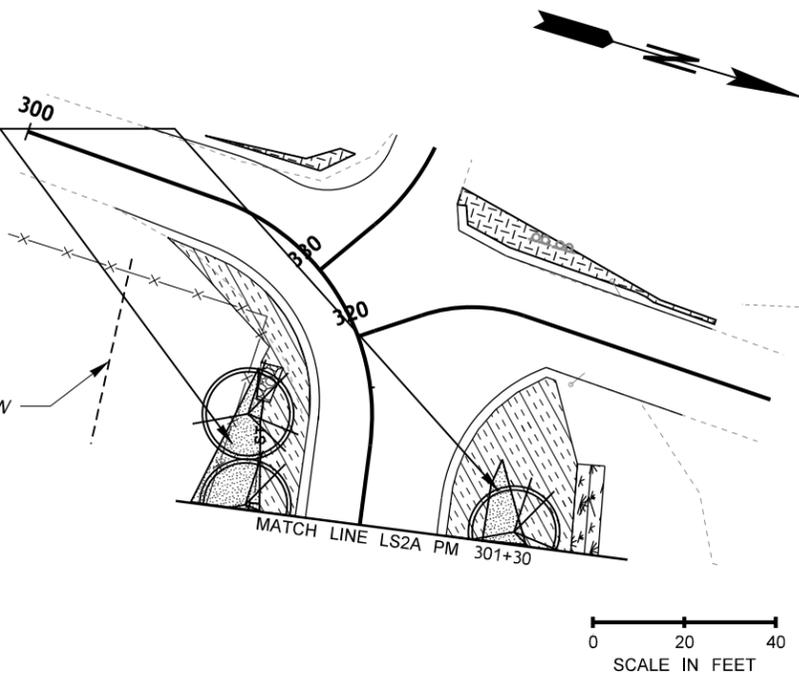
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TREES AND SHRUB MIX

- 3 PACIFIC DOGWOOD
- 2 BEAKED HAZELNUT
- 2 OCEANSPRAY
- 2 OSOBERY
- 4 NOOTKA ROSE
- 4 THIMBLEBERRY
- 2 RED ELDERBERRY
- 4 SNOWBERRY

FINE COMPOST
BARK OR WOOD CHIP MULCH

WSDOT ROW



GROUNDCOVER (THIS LOCATION)

- 277 CREEPING OREGON-GRAPE
- 92 WESTERN SWORDFERN

FINE COMPOST
BARK OR WOOD CHIP MULCH

SHRUB MIX

- 1 WESTERN SERVICEBERRY
- 1 BEAKED HAZELNUT
- 2 TALL OREGON-GRAPE
- 1 MOCK ORANGE
- 1 RED-FLOWERING CURRANT
- 2 THIMBLEBERRY
- 1 BLUE ELDERBERRY
- 1 EVERGREEN HUCKLEBERRY

FINE COMPOST
BARK OR WOOD CHIP MULCH

TREES IN GROUNDCOVER (THIS LOCATION)

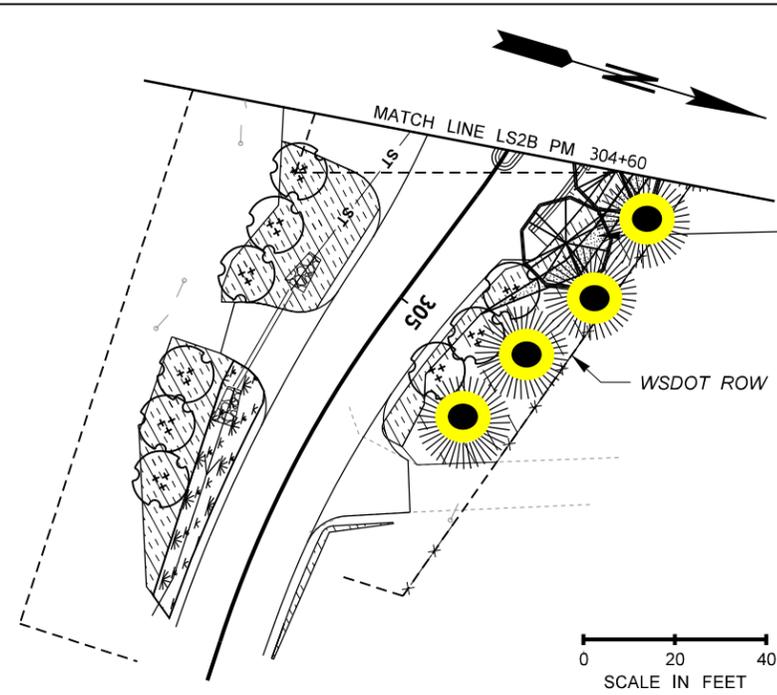
- 7 VINE MAPLE
- 1 CASCARA
- 347 CREEPING OREGON-GRAPE
- 115 WESTERN SWORDFERN

FINE COMPOST
BARK OR WOOD CHIP MULCH

INTERPLANTED TREES (THIS LOCATION)

- 4 GRAND FIR
- 2 VINE MAPLE

TOPSOIL TYPE A
BARK OR WOOD CHIP MULCH RINGS



SOIL TREATMENT TOTALS

(THIS PAGE)

TOPSOIL TYPE A (SEE PLANTING DETAILS FOR INTERPLANTED TREES, SHEET LD2)	0.3 C.Y.
BARK OR WOOD CHIP MULCH APPLIED IN 2' RINGS AROUND INTERPLANTED TREES (SEE MULCH RING FOR INTERPLANTED TREES DETAIL, SHEET LD2)	0.4 C.Y.
FINE COMPOST APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.1 ACRE
BARK OR WOOD CHIP MULCH APPLIED AS 3" BLANKET (SEE TREE AND SHRUB PLANTING DETAIL, SHEET LD2)	0.1 ACRE
FINE COMPOST APPLIED AS 2" BLANKET PRIOR TO SEEDING, FERTILIZING, AND MULCHING	0.1 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX A	0.05 ACRE
SEEDING, FERTILIZING, AND MULCHING MIX B	0.05 ACRE

PLANTING LEGEND

	GRAND FIR	
	VINE MAPLE	
	PACIFIC DOGWOOD	
	CASCARA	
	SHRUB MIX	
	GROUNDCOVER MIX	
	SEEDING, FERTILIZING, AND MULCHING MIX A	
	SEEDING, FERTILIZING, AND MULCHING MIX B	
	TREE INTERPLANTING AREA WITHIN EXISTING VEGETATION	

NOTES

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**SR 305 / WEST PORT MADISON,
 AGATEWOOD RD, ADAS WILL LN
 SAFETY IMPROVEMENTS**

LANDSCAPE PLAN

LS8

SHEET
OF
SHEET

Excelsa Cedar 3'-4' tall trees

DESCRIPTION	SYMBOL	COMMON NAME	BOTANICAL NAME	QUANT.	SIZE	ROOTS	SPACING	REMARKS
TREES 3'-4'		GRAND FIR	ABIES GRANDIS	50	12-24" HT.	#2 CONT.	AS SHOWN	NATURAL FORM, NO SHEARING
		VINE MAPLE ****	ACER CIRCINATUM	191	15-24" HT.	#2 CONT.	AS SHOWN	MULTI-STEM, 3 STEMS MINIMUM
		PAPER BIRCH	BETULA PAPYRIFERA	38	1 3/4" CAL.	B & B	AS SHOWN	TRUNK FREE OF BRANCHES TO 5 FT.
		PACIFIC DOGWOOD	CORNUS NUTTALLII	23	1 3/4" CAL.	B & B	AS SHOWN	TRUNK FREE OF BRANCHES TO 5 FT.
		CASCARA	FRANGULA PURSHIANA	83	1 3/4" CAL.	B & B	AS SHOWN	TRUNK FREE OF BRANCHES TO 5 FT.
		BITTERCHERRY ****	PRUNUS EMARGINATA	49	15-24" HT.	#2 CONT.	AS SHOWN	MULTI-STEM, 3 STEMS MINIMUM
		DOUGLAS FIR	PSEUDOTSUGA MENZIESII	157	12-24" HT.	#2 CONT.	AS SHOWN	NATURAL FORM, NO SHEARING
		WESTERN RED CEDAR	THUJA PLICATA	98	12-24" HT.	#2 CONT.	AS SHOWN	NATURAL FORM, NO SHEARING
ROUNDAABOUT TREES		HOGAN CEDAR	THUJA PLICATA VAR. 'HOGAN'	4	2" CAL.	B & B	AS SHOWN	NATURAL FORM, NO SHEARING
		VINE MAPLE	ACER CIRCINATUM	6	36-48"	#3 CONT.	AS SHOWN	MULTI-STEM, 3 STEMS MINIMUM
SHRUB MIX		WESTERN SERVICEBERRY ***	AMELANCHIER ALNIFOLIA	403	15-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		BEAKED HAZELNUT ***	CORYLUS CORNUTA	512	15-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		OCEANSPRAY ***	HOLODISCUS DISCOLOR	109	15-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		TALL OREGON-GRAPE ***	MAHONIA AQUIFOLIUM	804	12-24" HT.	#1 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		OSOBERRY ***	OEMLERIA CERASIFORMIS	109	15-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		MOCK ORANGE ***	PHILADELPHUS LEWISII	403	15-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		RED-FLOWERING CURRANT ***	RIBES SANGUINEUM	403	15-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		NOOTKA ROSE **	ROSA NUTKANA	218	12-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		THIMBLEBERRY **	RUBUS PARVIFLORUS	1,022	12-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		BLUE ELDERBERRY ***	SAMBUCUS CAERULEA	403	15-24" HT.	#1 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		RED ELDERBERRY ***	SAMBUCUS RACEMOSA	109	15-24" HT.	#1 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		SNOWBERRY**	SYMPHORICARPOS ALBUS	218	12-24" HT.	#2 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
		EVERGREEN HUCKLEBERRY	VACCINIUM OVATUM	403	12-24" HT.	#1 CONT.	4' O.C.	MULTI-STEM, 3 STEMS MIN.
GROUNDCOVER *		KINNIKINNICK 'MASSACHUSETTS'	ARCTOSAPHYLOS UVA-URSI 'MASSACHUSETTS'	1,707	6-15" HT.	#1 CONT.	2' O.C.	MULTI-STEM, 3 STEMS MIN.
		COMPACT OREGONGRAPE	MAHONIA AQUIFOLIUM 'COMPACTA'	322	6-15" HT.	#1 CONT.	2' O.C.	MULTI-STEM, 3 STEMS MIN.
		CREEPING OREGONGRAPE	MAHONIA REPENS	4,482	6-15" HT.	#1 CONT.	2' O.C.	MULTI-STEM, 3 STEMS MIN.
		WESTERN SWORD FERN	POLYSICHUM MUNITUM	2,065	6-15" HT.	#1 CONT.	2' O.C.	NATURAL FORM
		GRO-LO FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LO'	322	6-15" HT.	#1 CONT.	2' O.C.	MULTI-STEM, 3 STEMS MIN.
		HANCOCK CORALBERRY	SYMPHORICARPOS X CHENAULTII 'HANCOCK'	322	6-15" HT.	#1 CONT.	2' O.C.	MULTI-STEM, 3 STEMS MIN.

NOTES FOR ALL PLANT MATERIAL:

- ALL PLANT MATERIAL SPECIFICATIONS FOR SIZE AND CONDITION ARE MINIMUM REQUIREMENTS. SPECIFICATIONS ARE IN ACCORDANCE WITH THE 'AMERICAN STANDARD FOR NURSERY STOCK' MOST CURRENT EDITION. IF A CONFLICT OCCURS BETWEEN THESE SPECIFICATIONS AND THE "A.S.N.S.", THESE SPECIFICATIONS SHALL APPLY.
- MATERIAL SHALL BE TAGGED WITH THE APPROPRIATE IDENTIFICATION AT THE TIME OF DELIVERY TO THE PROJECT SITE.
- CONTAINER MATERIAL MAY BE SUBSTITUTED FOR BARE ROOT IF THE CONTAINER AND ROOT MASS ARE EQUAL IN SIZE TO THE SPECIFICATION FOR BARE ROOT MATERIAL.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN STOCK.
- NO PLANT MATERIAL SHALL BE PLANTED UNTIL IT HAS BEEN INSPECTED AND APPROVED FOR PLANTING BY THE ENGINEER.
- PLANTS TO BE RANDOMLY MIXED WITHIN DESIGNATED PLANT GROUPS AS APPROVED BY THE ENGINEER UNLESS SPECIFIED OTHERWISE. PLANT SHRUBS IN GROUPS OF 3-5 BY SPECIES.
- ALL TREES OVER 5 FEET IN HEIGHT REQUIRE STAKING AND SHALL BE STAKED AND SECURED WITHIN 48 HOURS AFTER PLANTING ACCORDING TO DETAIL PROVIDED.
- SEE SPECIFICATIONS AND SPECIAL PROVISIONS FOR DETAILS RELATING TO IMPLEMENTATION OF THIS PLAN.

ABBREVIATIONS:

- CONT. CONTAINER
- C.Y. CUBIC YARDS
- FT. FEET
- HT. HEIGHT
- IN. INCHES
- MIN. MINIMUM
- O.C. ON CENTER

PLANT MATERIAL SETBACK CHART

THIS CHART SUPPLEMENTS SECTION 8.02.3(7) OF THE STANDARD SPECIFICATIONS. SETBACKS APPLY UNLESS OTHERWISE ADJUSTED BY ENGINEER DURING PLANT STAKING OR LAYOUT. DISTANCES BELOW ARE TO THE STEM OR TRUNK OF THE PLANT BEING INSTALLED.

	GUARDRAIL BARRIER	EDGE OF ROADWAY	EDGE OF SIDEWALK	WALL	FENCE	SIGNS	EXISTING TREE, TRUNK	EXISTING VEGETATION MASS	OVERHEAD POWER	DRAINAGE STRUCTURE	DRAINAGE ACCESS ROAD
GROUNDCOVER *	*	5'	4'	3'	3'	1.5'	5'	5'	*	5'	5'
SMALL SHRUB **	5'	10'	#	5'	3'	5'	5'	5'	*	5'	5'
TALL SHRUB ***	10'	10'	#	10'	3'	10'	10'	10'	10'	10'	10'
SMALL TREE ****	10'	10'	#	10'	10'	15'	10'	10'	10'	10'	10'
DECIDUOUS TREE	25'	25'	#	15'	10'	20'	15'	10'	20'	10'	15'
EVERGREEN TREE	25'	25'	#	15'	10'	20'	15'	10'	20'	10'	15'

- * GROUNDCOVERS: SEE PLANT MATERIAL LIST
- ** SMALL SHRUBS: SEE PLANT MATERIALS LIST
- *** TALL SHRUBS: SEE PLANT MATERIALS LIST
- **** SMALL TREES: SEE PLANT MATERIALS LIST
- # SEE LANDSCAPE PLAN

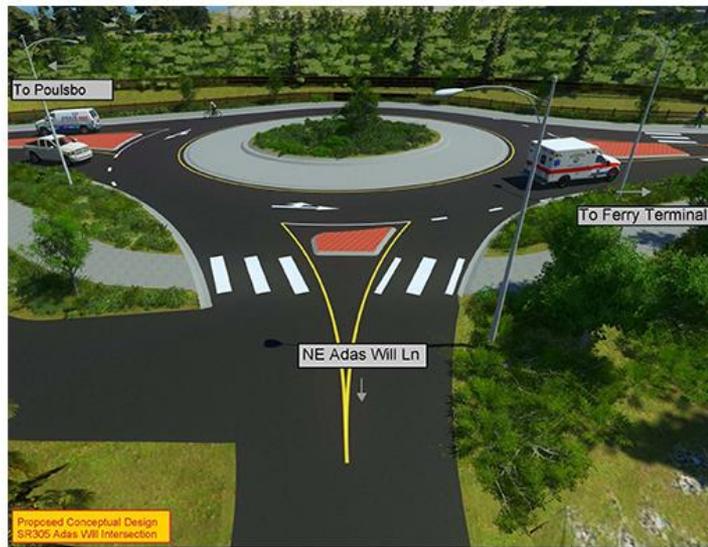
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SR 305 / WEST PORT MADISON, AGATEWOOD RD, ADAS WILL LN SAFETY IMPROVEMENTS		LSN1
PLANT MATERIALS		SHEET OF SHEET



Proposed roundabout for SR 305 at Northeast Adas Will Lane - Looking east



Proposed roundabout for SR 305 at Northeast Adas Will Lane - Looking south

SR305 Roundabout Plans – Adas Will



Proposed roundabout at SR 305 at Northeast Port Madison Road - Looking north.



Proposed roundabout at SR 305 at Northeast Port Madison Road - Looking south.

SR305 Roundabout Plans – Port Madison



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (7:20 PM) Hold Public Hearing for Grow Community Phase 2B (formerly Phase 3) Final Subdivision Alteration - Planning,

SUMMARY:

The Grow Community final subdivision (Phase 2 portion of site) is currently approved for 18 multi-family and four single-family units. The applicant proposes to alter the final subdivision and approved land use permits as follows:

- Alter the approved plat and adjust the approved site plan review permit to remove the multi-family units;
- Create 14 single-family lots and one tract from the existing 5 lots for a total of 14 residential units (reduction from currently approved 22 units);
- Create 14 two-story, fee simple single-family residences to be built on the 14 lots;
- Add 10 new surface parking spaces in a reconfigured existing lot and 6 new spaces adjacent to Shepard Way; and
- Regrade the existing park in the common open space area to the north of the proposed residences.

The Bainbridge Island Municipal Code (see, e.g., BIMC 2.16.160) directs that alterations of a subdivision shall follow the provisions of RCW 58.17.215 and RCW 64.04.175. In part, RCW 58.17.215 provides as follows:

"Upon receipt of an application for alteration, the legislative body shall provide notice of the application to all owners of property within the subdivision, and as provided for in RCW 58.17.080 and 58.17.090. The notice shall either establish a date for a public hearing or provide that a hearing may be requested by a person receiving notice within fourteen days of receipt of the notice The legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration"

A notice of application was provided, and a public hearing was requested during the public comment period. The City Council subsequently set the public hearing for March 22, 2022. The hearing will include a brief introductory presentation by staff, followed by a presentation by the applicant, followed by public comment, followed by City Council deliberation on the request.

Attached is a detailed staff report describing the project history, the review process for the plat alteration, and analysis of compliance with applicable land use codes. The report includes recommended revised project conditions should the City Council choose to approve the plat alteration. Additional background information is included in the exhibits, including but not limited to site plans and decisions related to prior Grow Community plat alterations and amendments.

AGENDA CATEGORY: Review and Recommendation

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: Hold a public hearing for the Grow Community Phase 2B (formerly Phase 3) Final Subdivision Alteration. Deliberate and provide direction to staff regarding the proposal, and as relates to a

decision document to be considered at a future meeting.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The Grow Community subdivision and site plan review was originally approved in 2014 and Phases 1 and 2A have been developed. Phase 2B (formerly referred to as Phase 3) is currently undeveloped and an alteration of the subdivision is proposed from the previously approved multi-family use to single-family development. Phase 2B fronts the north side of Shepard Way NE, east of Grow Avenue.

A detailed project history is included in the attached staff report.

ATTACHMENTS:

[PLN13551I FSUBA SPRA Grow Phase 2B Alteration \(formerly Grow Phase 3\) Staff Report.pdf](#)

[1. Plat of Grow Community II recorded in 2014 under AFN 201412100175.PDF](#)

[2. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020.pdf](#)

[3. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II.pdf](#)

[4. PLN13551I FSUBA SPRA Site Plan.pdf](#)

[5. PLN13551I FSUBA SPRA Renderings, Floor Plans, Site Plans, Site Photos.pdf](#)

[6. PLN13551I FSUBA SPRA Public and Agency Comment received during public comment periods.pdf](#)

[7. Foster Garvey ltr in response to Mohrman opposition memo dated December 29, 2021.pdf](#)

[8. PLN13551I FSUBA SPRA Public Comment received after public comment period.pdf](#)

[9. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dated January 25, 2021.pdf](#)

[10. PLN13551I FSUBA SPRA Development Engineering Recommendation Memo dated March 16, 2022.pdf](#)

[11. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dated January 18, 2022.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

GROW COMMUNITY PHASE 2B ALTERATION
(FORMERLY GROW PHASE 3)

FILE #: PLN13551I FSUBA/SPRA

Prepared by: Ellen Fairleigh, Associate Planner

Date: March 18, 2022

- Request:** Final Subdivision Alteration (FSUBA) – PLN13551I FSUBA
Site Plan Review Adjustment (SPRA) – PLN13551I SPRA
- Applicant:** Bainbridge 14, LLC
Bainbridge Community Development, LLC
- Location:** Multiple Addresses: 248, 242, 226, 220, 234 & 238 Shepard Way NW & Tract C
- Tax Parcel:** 5607-000-027-0005 (Lot 27); 5607-000-028-0004 (Lot 28); 5607-000-029-0003 (Lot 29);
5607-000-030-0000 (Lot 30); 5607-000-031-0009 (Lot 31); and 5607-000-034-0006
(Tract C)
-
-

Summary of Request: The applicants request approval to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use. The proposed alteration includes the following:

- Create fourteen single-family lots and one tract (proposed Tract D) from five existing lots (lots 27-31) and existing Tract C.
- Fourteen two-story single-family residences (SFRs) are proposed to be built on the fourteen single-family lots.
- Add ten new surface parking spaces in a reconfigured existing parking lot, and six new parking spaces adjacent to Shepard Way NW.
- Regrade the existing park to the north and reconfigure public pedestrian easements in the southern portion of the plat.
- At the time of application submittal, the project proposed to narrow a portion of Shepard Way to 12' to create a more walkable "slow street." The "slow street" proposal has since been removed from the project at the request of the applicant.

Recommended Action: City Council direction requested in accordance with RCW 58.18.215, as described below.

Part I: Project Background

Background: The Grow Community has an extensive permitting history. Key permits and approvals are provided as follows:

- The Grow Community received Site Plan and Design Review (SPR) approval under City file no. SPR13551 on March 9, 2012. The SPR was granted as an eight acre, phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP).
- The SPR has been adjusted seven times through various site plan review adjustment (SPRA) applications. This request for a SPRA is the eighth adjustment.
- The plat of Grow Community I was approved by the Hearing Examiner on August 29, 2012 (City file no. SUB13551), and by the City Council (Resolution No. 2012-12) on November 7, 2012 (City file no. FSUB13551). The plat of Grow Community I was recorded on November 19, 2012.
- An amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution 2013-19 on October 23, 2013.
- A second amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution 2014-25 on December 9, 2014.
- The plat of Grow Community II is the subject of this application. The plat was approved by the Hearing Examiner on July 7, 2014 (City file no. SUB13551B), and by the City Council (Resolution 2014-24) on December 9, 2014 (City file no. PLN13551BFSUB). The plat of Grow Community II was recorded on December 10, 2014.
- A minor alteration to the Grow Community II final subdivision was approved on July 28, 2016, to amend the open space plan to add a 400 square foot structure and to allow the awning for the community center in the open space tract (City file no. PLN13551B FSUBA).
- A minor amendment to the Grow Community II final subdivision was approved on February 21, 2017 and recorded on February 27, 2017 under the title, "AMENDMENT Plat of Grow Community II." The note on the amendment on the recorded plat specifies that the amendment revises the building footprints on Lots 31 and 32, revises lot coverage for Lots 31 and 32 which then revised the total calculated lot coverage for the plat, revised open space areas, and revised the pedestrian pathway location, alignments, and easements in the southern portion of the plat (City file no. PLN13551B FSUBA2).
- Grow Community II has current approvals as part of Grow Community II Phase 2B to construct an 18-unit 3-story multifamily building on Lot 31 and four single-family residences on Lot 27, Lot 28, Lot 29, and Lot 30 respectively. This part of the phased development has not yet been built and is proposed to be altered through this application.

Part II: Process

1. **Decision Process:** This application proposes an alteration to a final long subdivision in accordance with BIMC 2.16.160.M which specifies that an alteration of a subdivision shall follow the provisions

of RCW 58.17.125. In accordance with RCW 58.17.125, the legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application. Additionally, in accordance with RCW 58.17.170(2)(a) any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014. The Plat of Grow Community II was recorded on December 10, 2014. This final subdivision alteration proposal was submitted within seven years of the date of filing and therefore the previously approved lots are not divested and remain valid.

The current request is being reviewed under rules in effect at the time of the original approval of the plat of Grow Community II (2014), which is an approach consistent with the procedures utilized by the City for prior alteration to the Grow Community subdivision.

- 2. Environmental Review:** Acting as lead agency, the City issued a SEPA addendum concurrently with the Notice of Application on November 12, 2021. A revised Notice of Application and SEPA addendum was issued on December 10, 2021 to allow for an additional comment period and provide additional information regarding the SEPA addendum. The addendum is issued pursuant to WAC 197-11-600(4)(c) and WAC 197-11-625 and modifies the proposal as described in the project description. A SEPA checklist date stamp received October 23, 2013, was prepared for the Grow Community proposal, and a mitigated determination of nonsignificance (MDNS) was issued on May 27, 2014. A revised SEPA checklist dated November 4, 2021, has been submitted as an addendum to the original checklist but does not change the City's SEPA analysis. Due to the overall reduction in residential units in the proposed alteration to the southern portion of the development, no additional significant adverse impacts are anticipated. The mitigations included in the MDNS issued May 27, 2014, remain unchanged. The City does not anticipate issuing a new SEPA determination.
- 3. Consolidated Review Process:** Through the project application materials, the applicant requested consolidated permit review of the Final Subdivision Alteration (FSUBA) and Site Plan Review Adjustment (SPRA) in accordance with BIMC 2.16.170. A consolidated project permit application shall follow the application and notice procedure that results in the most extensive review and decision process.
- 4. Appeal Process:** The decision of the City Council shall be final unless, within 21 days after issuance of a decision, a person with standing appeals the decision in accordance with Chapter 36.70C RCW, Judicial Review of Land Use Decisions.

Figure 1 – Existing Conditions

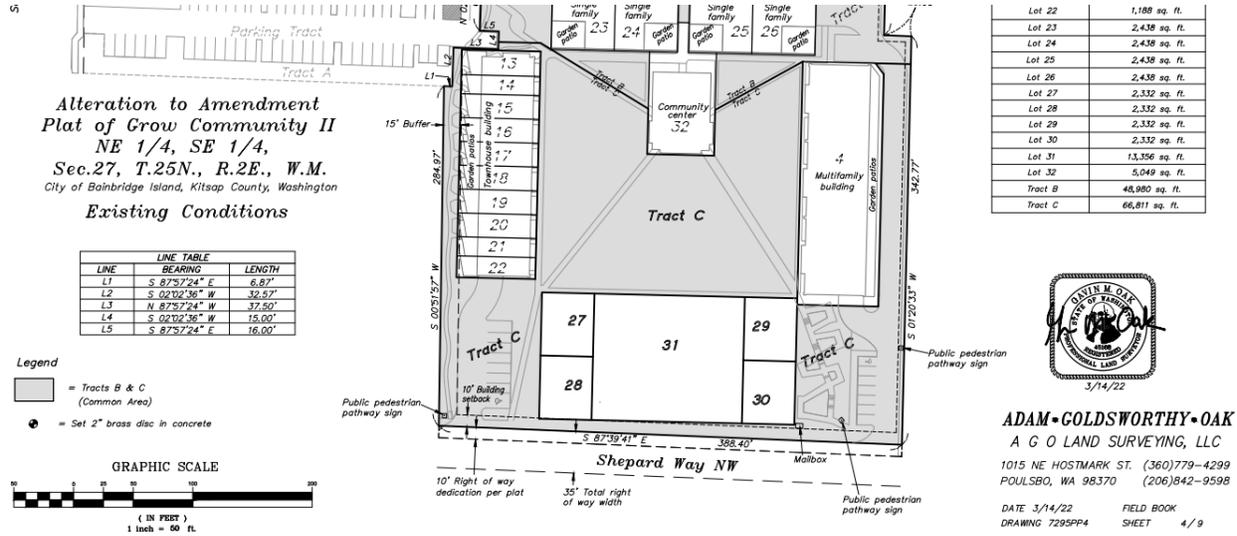


Figure 2- Proposed Alteration

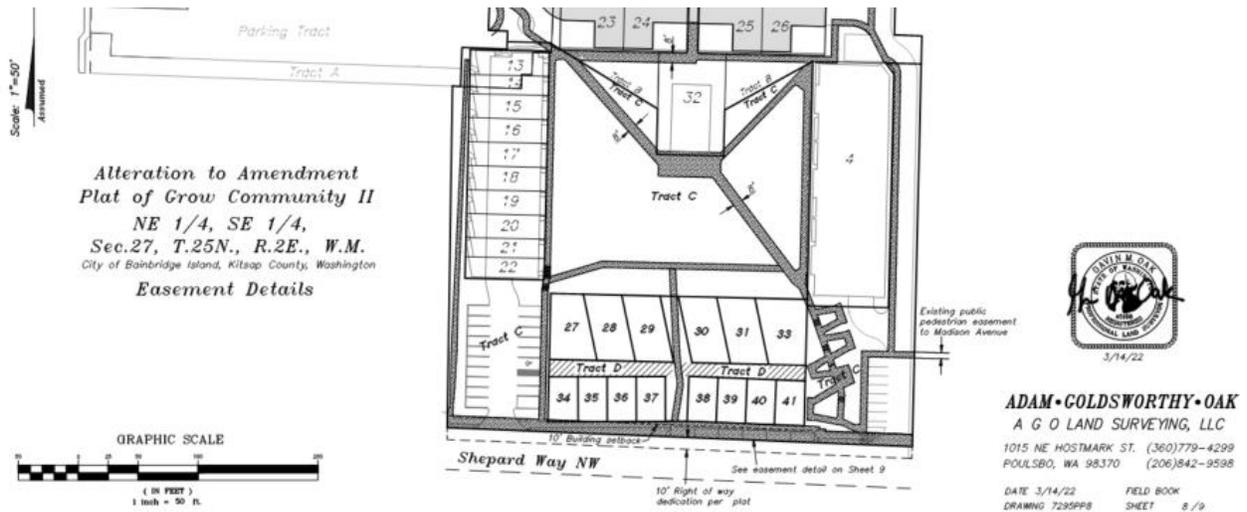
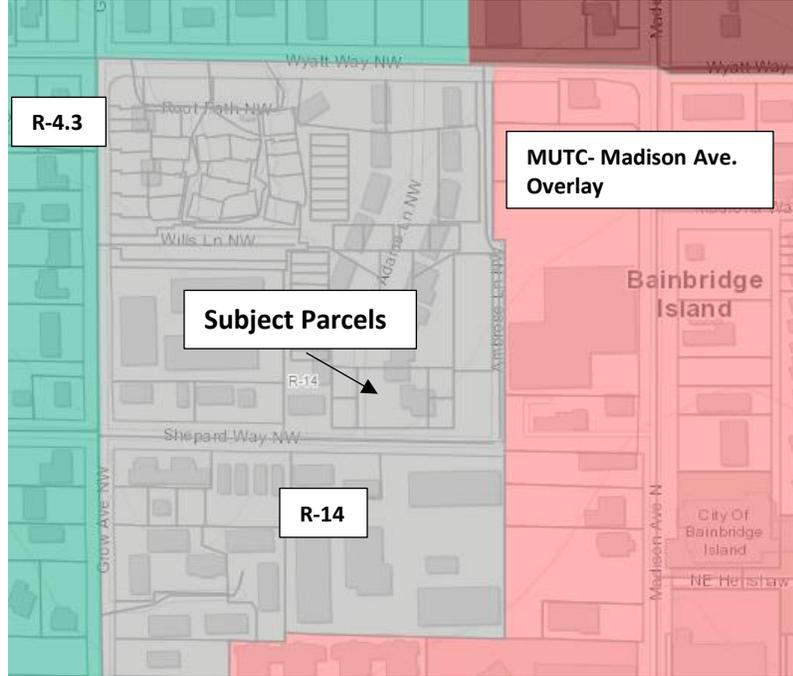


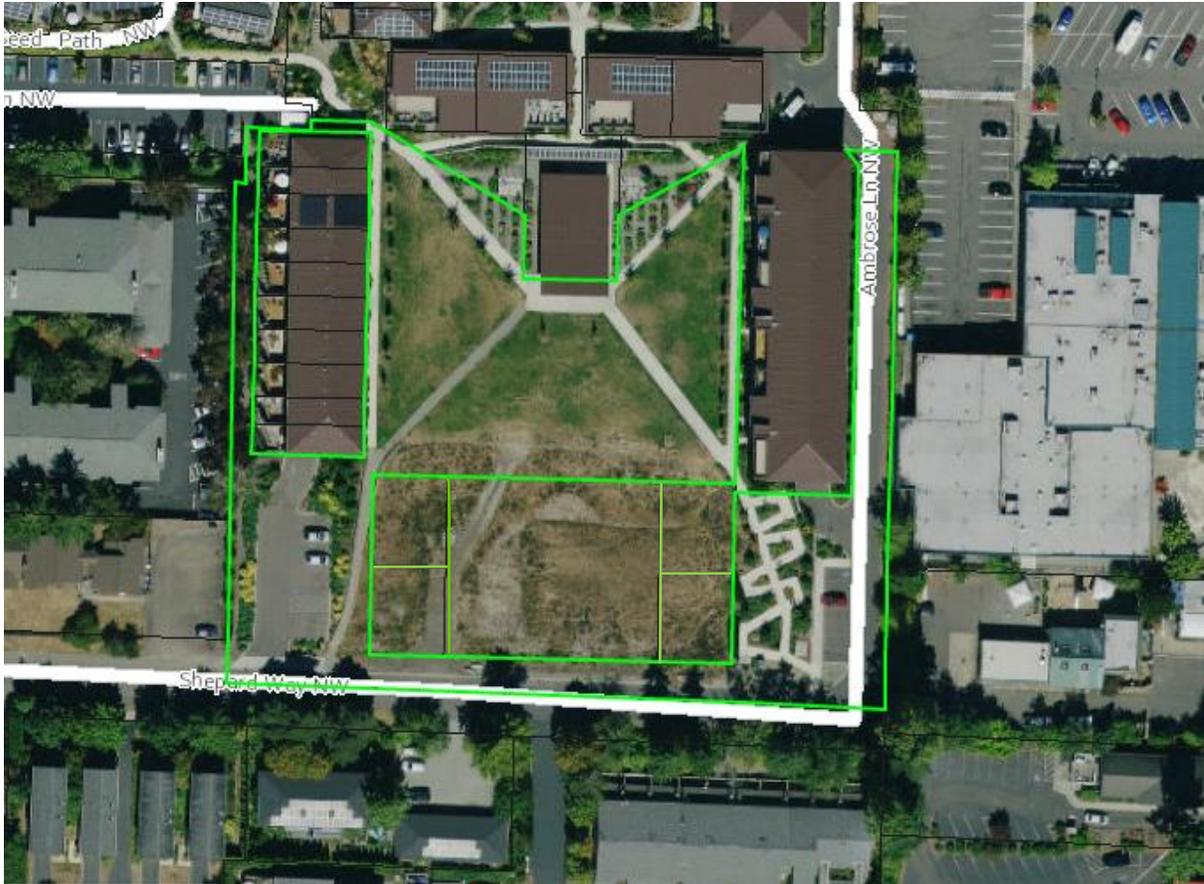
Figure 3 – Vicinity Map, Surrounding Zoning, and Project Site



Vicinity Map



Surrounding Zoning



Project Site

Part III: General Information and Site Characteristics

Basic Information	
Zoning District	R-14 and within the Winslow Master Plan Area
Total Lot Area	235,916 square feet (Grow Community II)
Soils and Terrain	Soils consist primarily of Kapowsin gravelly sandy loam and slopes between 0% to 6%
Critical Areas	There are no critical areas on the subject parcel.
Existing Development	The subject parcels are the remaining undeveloped lots in Grow Community II. Tract C is developed with parking and trails.
Access	The subject parcels will be accessed from Shephard Way NW and Wyatt Way NW.
Public Services and Utilities	
Police	City of Bainbridge Island Police Department
Fire	Bainbridge Island Fire District
Schools	Bainbridge Island School District
Water	City of Bainbridge Island

Sewer	City of Bainbridge Island
Storm Drainage	Amended soil and raingardens

Part IV: Comprehensive Plan Goals and Policies

The Comprehensive Plan designation for the site is Urban Multi-Family R-14. The guiding principles, goals and policies of the Comprehensive Plan, along with implementing regulations in the Municipal Code, are used to evaluate the proposal and weigh the project benefits and impacts. The following goals and policies apply to the development proposal:

Elements	Goals and Policies
Land Use Element	Designated Centers – Goal LU-5: Focus Urban Development in Designated Centers
	Designated Centers – Policy LU-5.3: Encourage residential uses in a variety of forms and densities as part of the use mix in Winslow and neighborhood centers.
	Designated Centers – Goal LU-6: Ensure a development pattern that is true to the Vision for Bainbridge Island by reducing the conversion of undeveloped land into sprawling development. Encourage improvement of aging or underutilized developments over development of previously undeveloped property.
	Designated Centers – Policy LU-6.2: Promote dense residential and commercial development and encourage human activity within Winslow, the heart of Bainbridge Island. In order to create a vibrant city center direct growth where infrastructure exists, reduce reliance on the automobile, provide opportunities for affordable housing and absorb growth that would otherwise be scattered in outlying areas. Plan for adequate parking in Winslow to accommodate residents and visitors who drive downtown for shopping, participation in local government, attendance at cultural events and centers, and to use other resources in Winslow.
Economic Element	Sustainability – Policy EC-3.1: Encourage the use of green building materials and techniques in all types of construction, as well as design approaches that are responsive to changing conditions.
	Development in Designated Centers – Policy EC-6.1: Enhance the existing designated centers to help the Island economy prosper and provide a high quality of life, creating ancillary benefits such as decreasing pollution (including greenhouse gas emissions), protecting open space, and creating local family wage jobs.
	Development in Designated Centers – Policy EC-6.2: Utilize urban design strategies and approaches to ensure that changes to the built environment are at a locally appropriate scale and enhance the Island’s unique attributes, in recognition of the economic value of “sense of place.”
Environmental Element	Greenhouse Gases – Policy EN 12.7: Promote the installation of residential solar panels and the adoption of other energy saving technologies such as LED lights, heat pumps and insulation.
Water Resources Element	Stormwater Protection and Management – Policy WR 4.6: Ensure development of and adherence to erosion and sediment control plans on all construction and development sites of any size
Housing Element	Policy HO-3.1: Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a

	<p>way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units.</p> <p>Policy HO-3.7: Expand opportunities for infill in the residential neighborhoods of the Winslow Master Plan study area and the Neighborhood Centers. Allow the creation of small lots (e.g., in the 3,000 square foot range) as well as smaller footprint homes (e.g., under 1,200 square feet).</p> <p>Policy HO-6.7: Support the development of livable neighborhoods.</p>
Transportation Element	<p>Non-Motorized System – Policy TR 2.4: Provide a network of sidewalk facilities adjacent to roadways in designated centers with the Winslow area given priority. Sidewalks shall be of sufficient width to accommodate expected pedestrian use, including safe crossings with adequate overhead or embedded lighting. Where possible, separate sidewalks from the roadway with a street tree planting strip and buffer. Designs should accommodate users of all abilities, meeting ADA requirements.</p> <p>Operation and Mobility – Policy TR 6.4: Enforce the City’s concurrency ordinance and monitor the expected transportation impact of proposed development on the available capacity of the roadway system. Early in the development review process, ensure that there are adequate transportation facilities or that improvements are planned, scheduled and funded for completion within six (6) years.</p>

Winslow Master Plan Goals and Policies

Elements	Goals and Policies
Land Use	<p>Overall Land Use Goal WMP 2-1: Strengthen Winslow—the Island’s commercial, cultural and commuter hub—as a sustainable, affordable, diverse, livable and economically vital community, by: • Encouraging downtown living; • Providing an enhanced pedestrian experience, with linked access to retail shopping, the ferry, major public facilities, open space and residential areas, and promoting and retaining visual access to Eagle Harbor; • Promoting the efficient use of land; • Encouraging the retention and expansion of retail that serves the needs of community members and visitors; • Providing opportunities for business expansion and private reinvestment; • Promoting development that is sustainable and supports community values; and 22 Winslow Master Plan - May 21, 1998 Updated November 8, 2006 • Developing strategies that result in the creation of less expensive housing and retail space, thereby increasing diversity while minimizing dependence on the automobile.</p>
Housing	<p>Goal WMP 3-1: Promote and facilitate the provision of diverse and affordable housing choices in a manner that encourages socio-economic diversity.</p>
Transportation	<p>Policy WMP 6-2.4: Provide for wide sidewalks and other pedestrian amenities that support and encourage pedestrian use of Winslow.</p> <p>Policy WMP 6-2.5: Improve pedestrian connections by protecting and formalizing use paths.</p>

Part V: Application History, Public Notice, Public Comments, and Agency Comments

1. Application History, Public Notice, and Public Comments

Date & Action	Summary
<i>June 3, 2021</i> Application Submittal	Final Subdivision Alteration (FSUBA) and Site Plan Review Adjustment (SPRA)
<i>November 12, 2021</i> Combined Notice of Application for Alteration of Subdivision/SEPA Addendum	21-day comment period
<i>December 3, 2021</i> End of First Comment Period	Sixteen public comments were received during the comment period and one comment received after 4pm on December 3, 2021. A public hearing was requested as provided in the procedures at RCW 58.17.215.
<i>December 10, 2021</i> Combined Revised Notice of Application for Alteration of Subdivision/SEPA Addendum <i>Applications re-noticed to allow for an additional comment period and provide additional information regarding the SEPA review (SEPA addendum issued)</i>	New 21-day comment period; public comments previously received during first comment period carried forward.
<i>December 31, 2021</i> End of Second Comment Period	One public comment and one comment from the Department of Ecology were received. Several follow-up public comments were received in January 2022 related to a public comment received during the first public comment period (Nov. 12-Dec. 2, 2021). An additional public comment was received on February 1, 2022.
<i>February 11, 2022</i> Notice of Public Hearing <i>Public Hearing subsequently moved to March 22, 2022</i>	Notice of Public Hearing published in <i>The Bainbridge Review</i> , mailed to surrounding property owners, and posted in the project application and on the property.
<i>March 11, 2022</i> Notice of Public Hearing	New Notice of Public Hearing published in <i>The Bainbridge Review</i> , mailed to surrounding property owners, and posted in the project application and on the property.

a. Summary of Public Comment and Staff Response

Summary of Public Comment

The majority of the public comments voiced concerns related to the “slow street” proposal raising a number of concerns. The concerns include how the “slow street” may impede emergency vehicle access, or access of other large vehicles to the surrounding development such as garbage, moving, and delivery trucks. Another common concern is the potential of the “slow street” to cause congestion and back-ups in front of the entrance to Winslow Park Condominiums on the south side of Shepard Way. Several commenters feel the “slow street” will make Shepard Way less safe for pedestrians and that the alternating traffic on the “slow street” is dangerous due to line-of-sight concerns and the proposed parallel parking spaces on the north side of Shepard Way abutting the proposed single lane of traffic. One public comment asked if a traffic study had been submitted. One commenter suggested speed bumps along Shepard Way as an alternative to the “slow street” proposal and supports the installation of sidewalks. Another commenter questioned who would maintain the proposed landscaping on the south side of the proposed single lane street and at what cost.

Four of the public comments offered support for the “slow street” citing benefits such as traffic calming, safer pedestrian and other non-motorized access, and aesthetic improvements.

Note: The applicant subsequently revised the application to remove the proposed “slow street.”

One of the comments in support of the project noted that this alteration proposes less impacts with less units than the previously approved development.

Several commenters raised concerns about parking and if the proposal includes adequate parking for residents and guests and questioned ADA parking requirements and the width of the proposed parking stalls. One commenter noted that there is not adequate parking for the already developed community center in Grow Community II and asked what the City parking requirement is for the community center. Two commenters question why the previously proposed public pedestrian path leading from the southwest parking lot to the community center is being extinguished as part of this proposal.

Commenters also asked if lighting along Shepard Way will be installed, inquired about the height of the proposed townhomes, and encouraged the installation of electric vehicle charging stations.

One commenter raised concern regarding the CC&Rs. The commenter initially felt that consent of 67% of the members is required to modify the CC&Rs. An amendment to the CC&Rs had been recorded stating that a vote had been taken and the commenter asserts that no vote was taken. The commenter submitted a memorandum in opposition of this application and asked that the application be suspended while the stated issues are resolved. The attorney for the applicant, Foster Garvey, submitted a letter in response to this comment dated December 29, 2021. The attorney states that the property owner has a right to amend this phase of the plat without any vote or consent of the

owners. Further, the applicant filed a corrected “Amended and Restated Amendment” to the CC&Rs removing the assertion that a vote was taken. In response to an additional concern raised by the commenter, the attorney letter also verified that a 10-foot right of way dedication was not rescinded. In response to the letter from the attorney, the commenter withdrew his opposition and requested that the “slow street” be severed from the project because the applicant does not own Shepard Way, and later clarified that the consideration to narrow Shepard Way would best be considered after the 14 proposed townhomes are constructed and occupied so that these future-property owners can participate in the decision.

A public comment received in February raised concern regarding conflicts and discrepancies in the revised BIMC Chapter 17.12 Subdivision Standards that went into effect in 2019. The commenter highlighted several standards within the current subdivision regulations that they believe this proposal does not meet.

Staff Response

The “slow street” was conceptually approved by the Bainbridge Island Fire Dept. to include certain design features such as 12 feet of drivable surface with a sidewalk and rolled curb. However, approval of the “slow street” is contingent upon the approval of a deviation from the City of Bainbridge Island Design & Construction Standards by the Public Works Director. Public Works notified the applicant as part of the project review that the request for a deviation is not approved. As noted above, the applicant withdrew the request and the “slow street” is no longer part of this proposal.

Revised Trip Generation Analysis for Grow Community Phase 3 dated January 25, 2021 from KPG was submitted by the applicant. The report concluded that the proposed changes will not significantly increase the trip generation and that traffic impacts will be similar to the impacts of the previously permitted development. A revised traffic impact analysis is not required because the proposal does not exceed the thresholds that would require a new analysis. The City Development Engineer accepted KPG’s findings.

A detailed parking analysis was submitted by the applicant which found that the existing and proposed parking within Grow Community II meets the minimum required resident and guest parking spaces based on unit size, with reduction for proximity to the ferry terminal as permitted by the Bainbridge Island Municipal Code (BIMC). The width of the proposed standard parking stalls is 8.5 feet, and four smaller subcompact parking stalls are also proposed. Two subcompact spaces are proposed in the southwest parking lot, and two in the southeast parking lot to meet requirements of the HDDP Innovative Site Development scoring method. ADA parking stalls are not required unless buildings are being constructed with ADA accommodations. The BIMC does not include a parking requirement for the community center as it is meant for use by Grow residents and not the general public. Please reference Part VI: Land Use Code Analysis, Section 3(e)(iii) Residential Parking of this report for a detailed review of the parking requirement. The developer states that the public pedestrian path leading from the southwest parking lot to the community center is being extinguished because the area is being regraded to create a flat play space in the open space area. The regrading will create an embankment and there is alternate, although less direct, public pedestrian paths between the southwest parking lot and the community center.

There are no plans to install lighting along Shepard Way and there is no specific requirement in the BIMC to install street lighting. The City Development Engineer can require installation of lighting in the right-of-way as a frontage improvement. For this development, the City Development Engineer is not pursuing the installation of lighting along Shepard Way. In the R-14 zoning district, the BIMC allows a building height of 35 feet from average existing grade, and HDDP allows an additional 5 feet of building height for a total allowed height of 40 feet. Submitted building permits depict the height of the proposed townhomes to be 30'9" and 28'2" in height. This proposal will provide the pre-wiring needed to put an electric vehicle charging station at every parking stall assigned to a residence.

As stated in the "Review Process" section above, the current Grow Phase 2B alteration request is being reviewed under rules in effect at the time of the original approval of the plat of Grow Community II (2014), which is an approach consistent with the procedures utilized by the City for prior alterations to the Grow Community subdivision.

2. Agency Comments Received During Public Comment Period

Agency	Summary of Comment
<i>Department of Ecology</i>	The Department of Ecology notes that a leaking heating oil tank was previously discovered with concentrations of petroleum products in the soil on the project site. The contaminants were remediated and a "No Further Action" was issued in December 2016. If additional underground storage tanks are encountered during construction the tanks must be decommissioned in accordance with Fire Department regulations and if any soil or groundwater contamination is encountered during decommissioning, the contamination must be characterized and cleaned in accordance with Ecology regulations.

3. Agency Review Comments

Date & Agency	Summary of Comment
<i>December 2, 2021</i> Bainbridge Island Fire District (BIFD)	The Fire Marshal recommends approval with conditions.
<i>January 19, 2022</i> Kitsap Public Health District	The Health District has no comments on the application and indicated that sewer building clearance is required prior to individual lot build.

Part VI: Land Use Code Analysis

1. **BIMC Chapter 2.16 Land Use Review Procedures** (*Current Code*)
 - a. BIMC 2.16.040 Site plans and design review

Code Summary: BIMC 2.16.040.H.1. Minor adjustments are those that include minor changes in dimensions or siting of structures or the location of public amenities, but do not include changes to the intensity or character of the use.

Staff Response: Staff determined that the proposal is less intense than the previously proposed multi-family use due to an overall reduction in dwelling units, and the character of the use remains residential. The minor site plan review adjustment removes the previously approved multi-family use and adjusts the building footprints within the subject lots.

b. BIMC 2.16.160 Final long subdivisions

Code Summary: BIMC 2.16.160.M. Proposals for alteration of a subdivision shall follow the provisions of RCW 58.17.215. In accordance with RCW 58.17.215, the City Council shall determine the public use and interest in the proposed alteration.

If approved, the Council shall order the applicant to produce a revised drawing of the proposed alteration of the final plat, which after signature of the Council, shall be filed with the county auditor to become the lawful plat of the property.

Staff Response- Public Use and Interest considerations: As above described, the governing statutory provision related to proposed alterations to subdivisions is RCW 58.17.215. Pursuant to that provision, the City Council is to determine the “public use and interest” of the proposed alteration, but RCW 58.17.215 does not include a specific description of what constitutes the “public use and interest.”

Based on input from the City Attorney, it may be useful for the City Council to consider various considerations that relate to making a determination regarding preliminary plat approval of a subdivision, as described in RCW 58.17.110. Although RCW 58.17.215 does not specify that all of the following considerations from RCW 58.17.110 must be met regarding a proposed alteration, the considerations provide additional specificity that City staff recommends that the Council consider. Those considerations from RCW 58.17.110 relate to whether appropriate provisions are made for: public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

Additionally, when determining the public use and interest, among the factors for the City Council to consider, City staff notes the following as relates to the specific proposal at issue:

This proposal provides 14 new single-family residences in the R-14 zoning district, which is the City’s most dense residential zoning district. The development is within close proximity to commercial uses in Winslow and alternative transportation options including public

transit. The proposal enhances the walkability of the area by providing a public sidewalk on the north side of Shepard Way NW and a new concrete crosswalk from the southeast corner of the subject property crossing Shepard Way NW and connecting to a trail leading to properties on Madison Ave N. The Grow Community includes public pedestrian access within and adjacent to the development.

The development is proposed in an area that is mostly grass and does not require widespread clearing of a previously undisturbed lot.

The proposal completes the final phase of the Grow Community II subdivision and is compatible with surrounding development and uses on the property. The development utilizes green building practices and techniques and will be built net zero energy ready and provide electric car chargers throughout the parking areas. The project will be Built Green 5 star certified.

The proposal is less intense than the previously approved development. The developer was previously approved to build 22 total units in the area including 4 single-family residences and an 18-unit multifamily building with parking under the units. The previously approved development utilized the 40-foot building height allowance within HDDP, while the proposed single-family residences will be within the maximum allowed building height in the R-14 zoning district.

The City Development Engineer reviewed the Revised Trip Generation Analysis for this proposal prepared by KPG dated January 25, 2021 and did not find any discrepancies. The thresholds for requiring a new traffic analysis were not exceeded and the subdivision alteration does not require additional traffic analysis.

The development will be served by City water and sewer.

2. **BIMC Chapter 2.16 Land Use Review Procedures (2014 Code) ***

* BIMC citations in the remainder of this report refer to Bainbridge Island Municipal Code (BIMC) in effect in 2014. Current BIMC code sections may not correspond. The reference for compliance with BIMC regulations in place in 2014 is the Project Report for Grow Community Phase II from Heather Beckmann, Associate Planner to Stafford Smith, Hearing Examiner dated June 13, 2014.

a. BIMC 2.16.020.Q Housing Design Demonstration Projects

i. Purpose

Code Summary: On August 12, 2009, the City Council passed Ordinance 2009-06 establishing the Housing Design Demonstration Project (HDDP) Program. The HDDP

program allows for the development of a limited number of projects for the purpose of increasing the variety of housing choices available to residence of all economic segments and encouraging sustainable development through the use of development standard incentives.

Staff Response: The proposed project meets the purpose of the HDDP program by providing a variety of housing choices to all economic segments and providing innovative building design and green building practices by implementing Built Green standards into the development.

ii. Evaluation Method

Code Summary: Grow Community II was originally approved as a Tier II Green project. Green projects can be constructed as LEED platinum or gold, or as Built Green. This project proposed Built Green. Built Green is an environmentally friendly, nonprofit residential building program of the Master Builders Association of King and Snohomish Counties.

The HDDP program utilized a tiered quantitative evaluation method to link sustainable building goals. The program goals are scored in two areas: Housing Diversity and Innovative Site Development. The project must also demonstrate that it provides Innovative Building Design Practices.

Staff Response: The following evaluation represents scoring for the entire Grow Community II project, to include the changes proposed as part of this application. The project is reviewed against the HDDP standards in place in 2014, at the time of the original application. With this proposed alteration, Grow Community II will include a total of 91 dwelling units.

3. **BIMC Chapter 18.38 Housing Design Demonstration Projects (HDDP)**

Housing Diversity Category – requires a minimum of 4 points

a. **Unit Type: 1 point earned**

The project includes a variety of unit types including two-story townhomes, three-story multi-family, and single-level zero lot line homes. To score points the different unit types shall be at least 10% of the total number of units. Two different unit types totaling more than 10% of the number of units earns one HDDP point.

Unit Type	Number of Units	% Of Total
2-story townhomes	32	35%
3-story multi-family	55	60%
Single-level zero lot lines homes	4	4%

b. Unit Size: 3 points earned

The project proposes a range of unit sizes. In accordance with HDDP Tier 2 Green standards, home sizes cannot be greater than 1600 sq. ft. To score a point in a unit size range the project shall provide at least 10% of the total number of units in that range.

Unit Size Range (sq. ft.)	Number of Units	% Of Total	HDDP Points
801-1000	8	9%	0
1001-1250	19	21%	1
1251-1500	45	49%	1
1501-1600	19	21%	1

c. Affordable Housing: 0 points earned

This project does not propose affordable housing.

Total Housing Diversity points for Grow Community II: 4 points

The project meets the minimum required Housing Diversity points for Tier 2 Green projects.

Innovative Site Development- requires a minimum of 21 points

i. Low Impact Development: 0 points

ii. Landscaping: 3 points

The project provides at least 60% native plants (1 point); reduces potable water

use for landscaping irrigation by 50% by using drought tolerant or low water consumption plants (1 point); and private yard areas are less than 20% turf (1 point).

iii. **Common Open Space: 12 points**

The project includes greater than 25% private open space (10 points); and incorporates neighborhood gardens (2 points). The required growing space for neighborhood gardens is 60 sq. ft. per dwelling unit. The total required neighborhood gardens growing space for 91 units is 5,460 sq. ft. The estimated total garden area in Grow Community II is 10,740 sq. ft.

iv. **Transportation: 6 points**

The project creates and integrates internal and external non-motorized connections (2 points); provides walkways, separated paths, or bike lanes within or adjacent to the right-of-way (1 point); proposes an on-site car sharing program (1 point); provides electric vehicle charging stations for 3% of vehicle parking capacity (1 point); and proposes spaces for subcompact cars for 3% of total vehicle parking capacity as part of Grow Phase 2B alteration (1 point).

v. **Biodiversity Offsets: 0 points**

Total Innovative Site Development points for Grow Community II: 21 points

Innovative Building Design

Under the HDDP ordinance, projects pursuing Built Green 5 must achieve 20-30% water use reduction and shall seek to achieve within the checklist a minimum threshold for 25-30% improved energy performance.

This phase of the project will continue to meet the Built Green 5 standard. Built Green 5 has become more stringent since Grow Community II was originally approved in 2014, as has the Washington State Energy Code. The plat of Grow Community II is currently conditioned to achieve 25-35% improved energy performance. However, the current Built Green 5 checklist requires an 18% improvement over the 2018 Washington State Energy Code. Condition 17b. on the face of the plat is proposed to be revised to specify that the proposed dwelling units shall achieve a 25%-35% improved energy performance above the Washington State Energy Code in place in 2014.

d. Housing Design Demonstration Project Approval Criteria

In addition to the decision criteria required by the underlying planning permit, an application for an innovative housing demonstration project may be approved if the following criteria are met:

- i. *The applicant clearly demonstrates evaluation factors listed in BIMC 2.16.020.Q.4 as evaluated by the Design Review Board and the Department of Planning & Community Development.*

Staff Response: The project was reviewed by the Design Review Board and the Department of Planning & Community Development as part of the original HDDP approval in 2014. More recently, prior to submitting this application, the applicant participated in a Conceptual Review Meeting with the Design Review Board on March 15, 2021. The Department of Planning and Community Development has verified that the proposed project continues to demonstrate the noted HDDP evaluation factors in BIMC 2.16.020.Q.4.

- ii. *The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter.*

Staff Response: The project is seeking to utilize the density bonus and relief from the following development standards as permitted through HDDP: Minimum lot dimensions and size, setbacks, roadside buffers, and to modify the parking requirements. The relief granted will allow the project to increase the housing supply and choice of housing styles available in the community while promoting high quality design and open space in the form of garden patches, walking paths, park nodes, and tree retention. Staff finds that the applicant has demonstrated that relief from the development standards is necessary to achieve the proposed development.

- iii. *The project is harmonious in design and appearance with the intended character and quality of development in the immediate vicinity of the subject property, and with the physical characteristics of the subject property.*

Staff Response: The proposal is compatible with existing development on the project site that is already developed with previous phases of the Grow Community. The Grow Community includes a variety of housing types. Surrounding residential uses include single family homes, attached condominiums, and apartments bordering the Grow Community to the north, south, and west. Commercial developments in the area include a daycare, movie theatre, and restaurants to the east.

The proposed project was designed as part of an integrated community, with an internal focus that is also sensitive to the surrounding developments. The project includes open space, landscaping, and public pedestrian easement and trails.

- iv. *The project does not adversely impact existing public service levels for surrounding properties.*

Staff Response: As conditioned, the development does not adversely impact the

transportation, fire protection, water, sewage, and storm drainage facilities for the surrounding properties. As conditioned, the project has been approved by the Development Engineer and the Bainbridge Island Fire District. Where necessary, the project is conditioned to provide appropriate improvements, including both internal and external non-motorized pathways to promote the walkability of the site.

- v. *The project complies with all other portions of the BIMC, except as modified through this Housing Design Demonstration Project process.*

Staff Response: The proposal continues to comply with all applicable provisions of the BIMC in effect in 2014, except as modified to further the goals of the Housing Design Demonstration Project program.

- vi. *If a project will be phased, each phase of a proposed project must contain adequate infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed.*

Staff Response: This proposal will complete the final phase of development for the Grow Community II development. The project contains adequate infrastructure, open space, recreational facilities, and landscaping. The project will meet all conditions of approval.

- vii. *The applicant is meeting required housing diversity standards.*

Staff Response: The proposed homes do not exceed 1,600 square feet of floor area and the project is conditioned to meet the housing diversity standards.

e. BIMC 18.38.080 Development Standard Incentives

Code Summary: The applicant may request that development standards from Titles 17 and 18 be modified as part of a housing design demonstration project. The City will review the request to modify development standards through the project review process outlined in BIMC 2.16.020.Q.3 and considered in relation to all required decision criteria. The following development standards may be modified:

- i. Minimum lot dimensions and size

Code Summary: Reductions in lot size or dimensions are subject to approval by the Kitsap County Health District.

Staff Response: In the R-14 zoning district, the standard lot size is 3,100 square feet, or 2,074 square feet with a density bonus. Lot sizes in this proposal range from 912 square feet to 2,050 square feet with widths between 24 and 31 feet and depths between 37 and 55 feet. The project is served by City water and sewer, and review of

the alteration was completed by the Kitsap Public Health District (KPHD) with the comment that sewer building clearance is required prior to individual lot build out. The reduced lot sizes enable large areas of open space to be provided in the form of community gardens and play areas.

ii. Open space

Code Summary: For demonstration projects developed under BIMC Table 17 flexible lot subdivision, open space requirements in BIMC 17.12.030.A do not apply, and open space incorporated into the project shall be evaluated pursuant to the evaluation criteria in BIMC 2.16.020.Q.4.

Staff Response: The common open space innovative site development evaluation method requirement is contained in BIMC 2.16.020.Q.4. The project provides over 25% of open space and incorporates neighborhood gardens.

Open space is being decreased as part of this proposal but remains much more than the 25% that allows projects to achieve maximum points for open space. This project proposes 101,331 square feet of open space, or 44%. This is a slight decrease from the 103,382 square feet, or 45%, that is currently in place as part of the Amendment to Plat of Grow Community II recorded in 2017. The proposed change is to decrease open space in Tract C to provide additional parking in the southwest parking area, and to add a new Tract D to provide pedestrian access between the 14 proposed single-family lots. Concurrently, the recorded Open Space Management Plan will be amended to define the use of the open space in Tract D as all current uses defined in the original Open Space Management Plan, and to remove the use of open space on Lot 31. An amended Open Space Management Plan reflecting proposed modifications is required to be submitted to the Planning Department for review and signature by the Director prior to recording.

iii. Residential Parking

Code Summary: The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and 1.5 parking spaces for homes between 800-1,500 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required. A limited number of parking spaces may be designed to accommodate alternative fuel or subcompact vehicles, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened.

Staff Response: The applicant submitted a detailed parking analysis outlining the number of parking spaces provided in Phase 2A and Phase 2B, including an analysis of parking required based on unit size. This proposal will provide 16 new parking spaces. Ten of the parking spaces will be added to the existing parking lot in the southwest corner of the plat, and six new parking spaces will be added adjacent to Shepard Way within the public pedestrian easement.

Two parking spaces are required for units over 1,500 sq. ft. Residential parking may be reduced by 25% for dwelling units located within one-half mile to one mile radius of the ferry terminal. The guest parking requirement, as confirmed in the July 7, 2014 Grow Community Phase II Hearing Examiner decision, is 0.25 per dwelling unit.

The table below represents an analysis of the parking requirement based on unit size for the entire Grow Community II, including this proposed alteration. Calculations for allowed reduction due to proximity to the ferry terminal, and the required guest parking for 91 dwelling units is provided below the table.

Unit Size	No. of Units	Required Parking/Unit	Total Spaces Required
Less than 800 sq. ft.	0	1	0
800-1,500 sq. ft.	72	1.5	108
Over 1,500 sq. ft.	19	2	38
	91 total units		146 total spaces

25% reduction for proximity to ferry terminal results in 109.5 total spaces required. 0.25 guest parking requirement for 91 units is 22.75 total spaces.

Parking requirement for Grow Community II is 132.25 spaces.

Grow Community II requires 132 parking spaces with allowed development standard incentives and reductions and provides 134 parking spaces.

The 2014 staff report notes that the project did not require any parking spaces specifically for the community center, but that the applicant was providing 10 spaces. The community center is not open to the public and is predominantly used by the

residents of the Grow Community. This proposal does not dedicate any parking specifically to the community center and the parking on site is fully being used to meet residential and guest parking needs. Guests using the community center may park in the dedicated guest parking on site.

The parking spaces proposed along Shepard Way NW within the public pedestrian easement were proposed by the applicant to be private parking spaces assigned to individual single-family homes. However, after consultation with the Public Works Department, the project is conditioned that the parking spaces along Shepard Way NW must be available for use by members of the public because they are within the public pedestrian easement. These spaces may be counted as guest spaces for the development because guests are included as members of the public. BIMC 18.15.020.B.10 allows on-street parking created adjacent to a project to be included in the parking space calculation upon approval of the Director. As conditioned, the parking along Shepard Way NW will be signed consistent with the signage existing for the parking along Wyatt Way NW.

iv. Setbacks

Code Summary: Setbacks may be reduced as described below. Additional vegetative landscaping screen may be required by the Director when reducing setbacks.

Subdivision Setback Reductions

- (a) All interior subdivision setbacks: zero feet
- (b) Building to exterior subdivision boundary: 5 feet
- (c) Building to right-of-way or on-site private access: 10 feet

Staff Response: These setback requirements are listed as requirements on the face of the recorded 2014 plat and will be maintained as part of this proposal.

v. Roadside Buffers

Code Summary: A reduction in required roadside buffers will consider existing vegetation and the buffering provided by surrounding properties.

Staff Response: The 2014 staff report states that roadside buffers in this zoning district is 20 feet along any right-of-way. As part of previous approvals reducing roadside buffers as part of HDDP development incentives, a condition on the face of the recorded 2014 plat required a ten-foot-wide landscape buffer along Shepard Way meeting the full screen requirements of BIMC 18.15.010. A note in a 2017 site plan review adjustment staff report (City file no. PLN13551FSPRA2, p. 13) clarified that five feet of this buffer will be occupied by sidewalk.

This proposal requests to eliminate most of the ten-foot-wide landscape buffer along Shepard Way NW. The applicant proposes to maintain the required 10-foot-wide landscape buffer fronting the southwest parking lot. Currently very little vegetation exists on the subject property fronting Shepard Way NW and the area is mostly lawn. Multi-family development exists across Shepard Way NW and the south side of Shepard Way NW is vegetated with existing trees and shrubs. The applicant submitted a conceptual landscape plan which includes streetscape landscaping along Shepard Way NW adjacent to the proposed sidewalk to include medium-sized shade trees and low evergreen shrubs, grasses, and perennials. The previously approved 18-unit multi-family building was a higher building with tall concrete walls surrounding the ground floor parking. The proposed single-family homes are designed to interact with the sidewalk in a pedestrian friendly design along Shepard Way NW.

vi. Building Height

Code Summary: Existing bonus height may be achieved as outlined below. Residential buildings in residential zones outside the Mixed-Use Town Center and High School Road districts may achieve the extra 5 feet in height provision of the applicable zoning district through the housing design demonstration project approval process for the underlying land use permit instead of a conditional use permit process.

Staff Response: The maximum building height in the R-14 zoning district is 35 feet. The previously approved 18-unit multi-family building utilized the building height development incentive to achieve a height of up to 40 feet. This proposal does not propose to utilize the building height development incentive. The proposed single-family homes will be between 28'2" and 30'9" in height.

f. BIMC 18.38.090 Density Bonus Incentives

Code Summary: As provided in HDDP, the project may receive a density bonus of up to 1.5 times the base density.

Staff Response: The density in the R-14 zoning district is one dwelling unit per 3,100 square feet. According to the 2014 staff report, without any density bonus the plat of Grow Community II can be developed into 74 dwelling units. The 1.5 times density bonus allows a maximum of 111 dwelling units. With the proposed alteration, the plat of Grow Community II proposes 91 dwelling units which is less than the maximum allowed density bonus.

g. BIMC 18.38.100 Demonstration Project Site Visit

Code Summary: All demonstration projects completed under this chapter shall allow City staff to conduct occasional site tours. Staff will access the property for tours no more than once every three months.

Staff Response: This is a condition on the face of the 2014 recorded plat and will be maintained.

4. **BIMC Title 18 Zoning**

a. BIMC 18.09 Use Regulations

Proposed Use
“Single-Family Dwelling” is a permitted use in the R-14 zoning district.

b. BIMC 18.12.020-2 Standard Lot Dimensional Standards for Residential Zone Districts

i. Maximum Lot Coverage

Code Summary: The maximum lot coverage is 40% in the R-14 zoning district.

Staff Response: There is no proposed change to the percentage of lot coverage. The approved lot coverage for the plat of Grow Community II is 37%, and the proposed lot coverage is 37%. This plat alteration proposes to reassign lot coverage from the previously approved lots to the newly created lots in the southern portion of the plat.

c. BIMC 18.15 Development Standards and Guidelines

i. Landscaping, Screening, Tree Retention, Protection and Replacement

Landscaping Requirement	Staff Analysis
Perimeter Landscape Buffer: No change.	Perimeter landscape buffers are not being disturbed or changed as part of this proposal.
Roadside Buffer: 20 feet	The roadside buffer along Shepard Way NW is proposed to be reduced as outlined in the section above through HDDP development standard incentives.
Parking Lot Landscaping: Subject to BIMC 18.15.010.F.2.C Requirements for Parking Lots Located to the Side of Buildings and Adjacent to Public Rights-of-Way	Continued compliance with parking lot landscaping in the altered southwest parking lot for the addition of 10 spaces will be reviewed as part of building permit process.
Tree Units: 40 tree units/acre or 211 total tree units required	Per BIMC requirements, the plat is conditioned to provide 40 tree units per acre for a total of 211 tree units. Application materials indicate that tree unit requirements were met and exceeded as part of previous phases of Grow Community II development. However, six of the trees have died and been removed, and 8 more trees are proposed to

	be removed as part of this development to accommodate the expansion of the southwest parking lot. At the time of building permit review for this proposal, staff will verify that the plat provides a minimum of 211 tree units as required.
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ii. BIMC 18.15.020 – Parking and Loading

a. Location of Spaces

Code Summary: Parking is encouraged to be located behind or to the side of buildings. Parking spaces serving single family residences are permitted within setbacks.

Staff Response: The six proposed parking spaces along Shepard Way NW are located in front of the proposed single-family residences within the front setback and public pedestrian easement. These parking spaces are counted as guest spaces that are open to the public but will serve guests of the single-family residences, as well as other members of the public. HDDP innovative site development transportation standards require that projects minimize the visual dominance of automobiles throughout the project. The applicant has stated that breaking up parking areas throughout the development minimizes the visual dominance of automobiles by creating smaller parking areas, such as providing parking in consolidated parking lots, as well as along Shepard Way NW.

iii. BIMC 18.15.030 – Mobility and Access

a. Circulation and Walkways

Code Summary: The BIMC addresses safety, efficiency, and the buffering of parking lots through landscaping. It also provides standards for pedestrian and internal walkways.

Staff Response: This proposal will provide pedestrian walkways both internally and externally. A sidewalk with street trees will be installed within the public pedestrian easement along the southern portion of the property abutting Shepard Way NW. The current public pedestrian easement is proposed to be expanded to the north within the subject property to accommodate the full extent of the proposed sidewalk. The project also proposes a concrete crosswalk from the southeast corner of the subject property connecting to a trail to properties to the east. A new public pedestrian easement is proposed between the single-family residences through proposed Tract D. Public pedestrian easements within Tract C are proposed to be reconfigured and an existing public pedestrian easement that runs from the northeast corner of the southwest parking lot to the community center is proposed to be extinguished.

b. Bicycle Facilities

Code Summary: The recorded plat of Grow Community II is currently conditioned to provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8-acre site.

Staff Response: The development provides a total of 85 covered bicycle spaces and

meets this requirement. No changes to the bicycle spaces are proposed.

Part VIII: Exhibits

1. Plat of Grow Community II recorded in 2014 under AFN 201412100175
2. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020
3. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II
4. PLN13551I FSUBA SPRA Site Plan
5. PLN13551I FSUBA SPRA Renderings, Floor Plans, Site Plans, Site Photos
6. PLN13551I FSUBA SPRA Public and Agency Comment received during public comment periods
7. Foster Garvey ltr in response to Mohrman opposition memo dated December 29, 2021
8. PLN13551I FSUBA SPRA Public Comment received after public comment period
9. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dated January 25, 2021
10. PLN13551I FSUBA SPRA Development Engineering Recommendation memo dated March 16, 2022
11. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dated January 18, 2022

Part IX: Recommended Conditions of Approval

This report includes the standards of review, relevant Municipal Code and Comprehensive Plan provisions, and provisions of other permitting agencies. The staff report includes findings based on evidence in the record. The project file contains the official record and basis for findings, including technical information and documentation.

Appropriate notice of application was provided.

Project Conditions

The conditions below are offered for consideration by the City Council.

The following conditions are currently listed on the Plat of Grow Community II recorded in 2014 under Auditor’s File Number (AFN) 201412100175. Conditions with a strikethrough are proposed to be removed from the face of the plat alteration for this proposal, the Alteration to Amendment Plat of Grow Community II, because the condition is no longer applicable. Conditions that are underlined are proposed to be revised, as follows:

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.
2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.

3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.
4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.
5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.
6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development.

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.
8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.
10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development. Tree unit requirements will be verified by City staff

at the time of building permit review prior to the issuance of building permits for the Phase 2B alteration.

11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.
12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.
13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.
- ~~14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.~~
15. To address the requests of the Health District, the applicant shall submit building clearance for sewer properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.
16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.
17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a) The dwelling units shall be at or below 1600 square feet of floor area;
 - b) 20 - 30% water use reduction;

c) 25 - 35% improved energy performance above the Washington State Energy Code in place in 2014;

d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;

e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)

f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.

g) Bicycle spaces provided at one for every five parking spaces;

h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;

i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.
19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.
20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.
21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.
22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.
23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition ~~#29~~ #25 below).
24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.
25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way NW shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to

achieve handicap accessibility.

26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.
27. The ten foot wide landscape buffers to Wyatt Way and the frontage of the southwest parking lot along Shepard Way NW shall meet the full screen requirements of the BIMC 18.15.010.
28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements.

The following conditions are offered for consideration by the City Council to be added to the face of the proposed alteration, Alteration to Amendment Plat of Grow Community II, in addition to the existing and revised conditions listed above:

29. At the time of building permit submittal for the Phase 2B alteration, the applicant shall demonstrate compliance with required parking lot landscaping in the southwest parking lot in accordance with BIMC 18.15.010.F.2.C Requirements for Parking Lots Located to the Side of Buildings and Adjacent to Public Rights-of-Way.
30. Utility main extensions and appurtenances shall be installed within the right-of-way or within an easement dedicated to the City. Required easements for the proposed sanitary sewer main extension shall be recorded prior to issuance of any certificate of occupancy.
31. Modifications or additions to City utility infrastructure shall be in accordance with City Design and Construction Standards and Specifications, unless otherwise approved by the city engineer.
32. Compliance with Minimum Requirement #5: On-site Stormwater Management shall be demonstrated on the construction plans.
33. Parallel parking stalls shown along the north side of the Shepard Way right-of-way shall be open to the public and shall require signage that reads: 4 hr. parking 6 am to 6 pm.
34. Signage and striping for shared bicycle and motorized vehicle use of the Shepard Way traveled way shall be installed along the project frontage to satisfy the bicycle path portion of condition #35 (Hearing Examiner, 7 July 2014).

The following conditions apply to this proposal but do not need to be listed on the face of the plat:

1. Design and construction of civil improvements shall be in substantial conformance to the Plat Utility Plans submitted by Browne Wheeler Engineers, Inc., last revised October 14, 2021, plan sheets C1.1 – C3.6, as modified by these conditions or as amended and approved to the

satisfaction of the Development Engineer. The proposal to reduce the eastern portion of Shepard Way to a 12.3' wide two-way traffic lane, shown in Detail C on sheet C2.4, is not approved with this subdivision alteration.

2. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to the City for review and approval to construct all necessary infrastructure serving the divided lots.
3. Any use of rights-of-way for construction and/or civil improvements, as a result of this subdivision alteration, shall require a right of way use permit. Right of way use permits are reviewed independently and are subject to separate conditions and bonding requirements.
4. An amended Open Space Management Plan reflecting proposed modifications is required to be submitted to the Planning Department for review and signature by the Director prior to recording.

Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4
 Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Approvals

Engineer

Approved by the City Engineer this 10th day of December, 2014.

Janelle C. Hitch
 Janelle Hitch, P.E.

Health District

Examined and approved by the Bremerton-Kitsap County Health District this 8th

day of December, 2014.
Scott Lindquist MD, MPH
 Scott W. Lindquist, MD, MPH
 Director of Health, Bremerton-Kitsap County Health District

Planning and Community Development

Approved by the Director of Planning and Community Development this 10th day of December, 2014.

Katharine Cook
 Katharine Cook, Planning Director
 Planning and Community Development
 City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this 9th day of December, 2014.

Anne P. Blair
 Anne Blair
 Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including 2015.

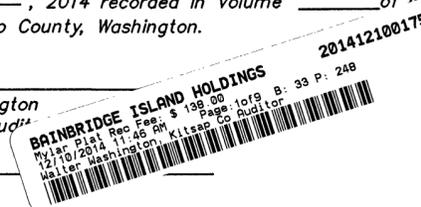
Meredith R. Green By Kathy Gaddis
 Meredith Green
 Kitsap County Treasurer

Recording Certificate

Filed for record at the request of _____, on this _____ day of _____, 2014 recorded in Volume _____ of _____ Pages _____ records of Kitsap County, Washington.

Walter E. Washington
 Kitsap County Auditor

Attest: _____
 Deputy



Dedication

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned owner in fee simple of the land hereby platted, dedicate to the use of the public forever the right of way for Wyatt Way NW and Shepard Way NW as shown on the plat, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes. The right of way dedicated may include right of way that was previously granted or dedicated. We reserve the right to make all slopes for cuts and fills upon the lots shown on the plat in the reasonable original grading of said right of way and the easements described below and we also reserve the right to allow surface drainage from said right of way and easements to flow over and across all lots where water might take a natural course after site development is completed.

Dimensions and uses of all lots, tracts or parcels of land embraced in this plat are subject to and shall be in conformance with City of Bainbridge Island Zoning Ordinance. The owners hereof, their successors and assigns, hereby waive all claims for damage against any governmental authority arising from the construction and/or maintenance of public facilities and public property within this development.

In witness whereof we have hereunto set our hands and seals.

Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated. Public pedestrian easements refer to easements for pedestrian access. As shown on Sheet 9: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Bill Carruthers
 Bainbridge Community Development LLC
 Bill Carruthers, Manager

Acknowledgment

State of Washington
 County of Kitsap

I certify that I know or have satisfactory evidence that Bill Carruthers is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-4-2014

Kendalynn K. Downen
 Notary Public in and for the State of Washington
 My appointment expires 10-8-2017



Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of September, 2014 through December, 2014, that the distances, courses and angles are shown correctly, and that monuments have been set and lot corners staked on the ground as depicted on the plat, except for those that have been approved to be set at a later date.

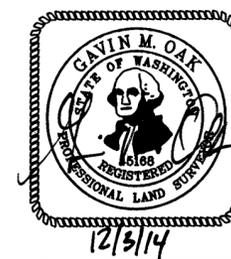
G. M. Oak
 Gavin M. Oak, PLS
 Registered Land Surveyor
 Certificate No. 45168

Covenants

All property encompassed by this plat and all owners of any property therein are subject to the "Declaration of Restrictive Covenants, Conditions, Restrictions, Reservations and Easements for Grow Community II" as recorded under Auditor's File No. 201412100176 records of Kitsap County, Washington.

Owners Association

The Owners Association for this plat is a Washington non-profit corporation known as the Grow Community II Master Association.



**ADAM
 &
 GOLDSWORTHY, INC.
 LAND SURVEYING**

1015 NE HOSTMARK ST. 360-779-4299
 POULSBO, WA 98370 206-842-9598

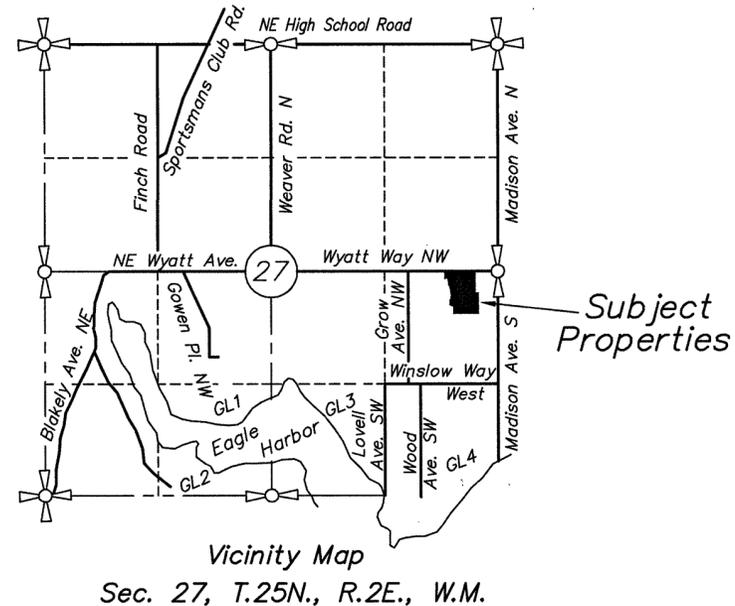
DATE 12/3/14 FIELD BOOK --
 DRAWING 5459P1 SHEET 1 / 9

12/3/14

Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Legal Description

Resultant Parcel C of the Grow Community II Boundary Line Adjustment recorded under Auditor's File No. 201412100170 and as depicted on the survey recorded under Auditor's File No. 201412100169 in Volume 80 of surveys, Page 78-79, records of Kitsap County, situate in the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.



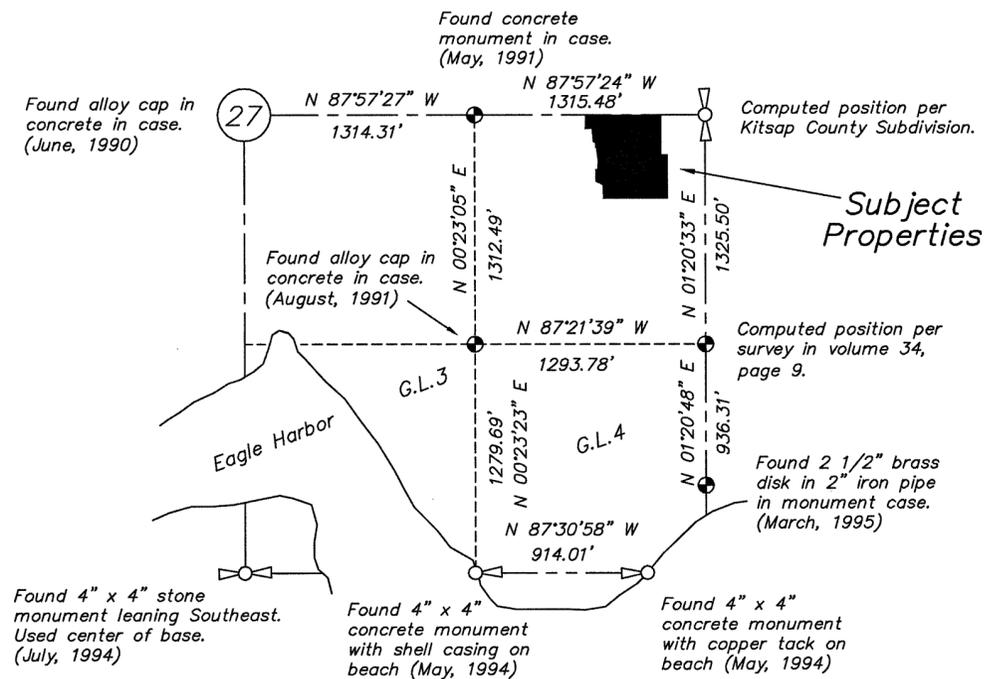
Owner:	Bainbridge Community Development LLC 710 John Nelson Lane Bainbridge Island, WA. 98110 Jeff Sharp, Asani LLC 206-780-7468
Current use:	Residential
Proposed water service:	City of Bainbridge Island
Proposed sewer service:	City of Bainbridge Island
Assessor's Account No.	272502-4-198-2008
Zoning:	R-14
Comprehensive Plan:	UMF
Compliance with the fire flow requirements of BIMC 20.04 will be by fire flow from the City water system.	
Storm drainage from new site construction will be reduced by low impact development practices, treated and detained through underground detention facilities and rain gardens, then discharged to the City system.	
Application File No.	SUB13551B

National Flood Insurance Program Designation

Zone X
 Flood Insurance Rate Map 53035C0244D
 Effective Date: December 18, 2007

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.



Section Subdivision
 SE 1/4 Sec. 27, T.25N., R.2E., W.M.
 No Scale



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DATE 12/3/14 FIELD BOOK --
 DRAWING 5459P2 SHEET 2 / 9

Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Conditions

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.
2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.
3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.
4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.
5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.
6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.
8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.
10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.
11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.
12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.
13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.
14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.
15. To address the requests of the Health District, the applicant shall submit building clearance for sewer properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.
16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

PROJECT CONDITIONS (continued)

17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a) The dwelling units shall be at or below 1600 square feet of floor area;
 - b) 20 - 30% water use reduction;
 - c) 25 - 35% improved energy performance;
 - d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
 - e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)
 - f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.
 - g) Bicycle spaces provided at one for every five parking spaces;
 - h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;
 - i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.
18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.
19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.
20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.
21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.
22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.
23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #29 below).
24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.
25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility.
26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.
27. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.
28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements

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LAND SURVEYING

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DATE 12/3/14
DRAWING 5459P3

FIELD BOOK --
SHEET 3 / 9



12/3/14

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Existing Conditions

Found concrete monument in case. (May, 1991)

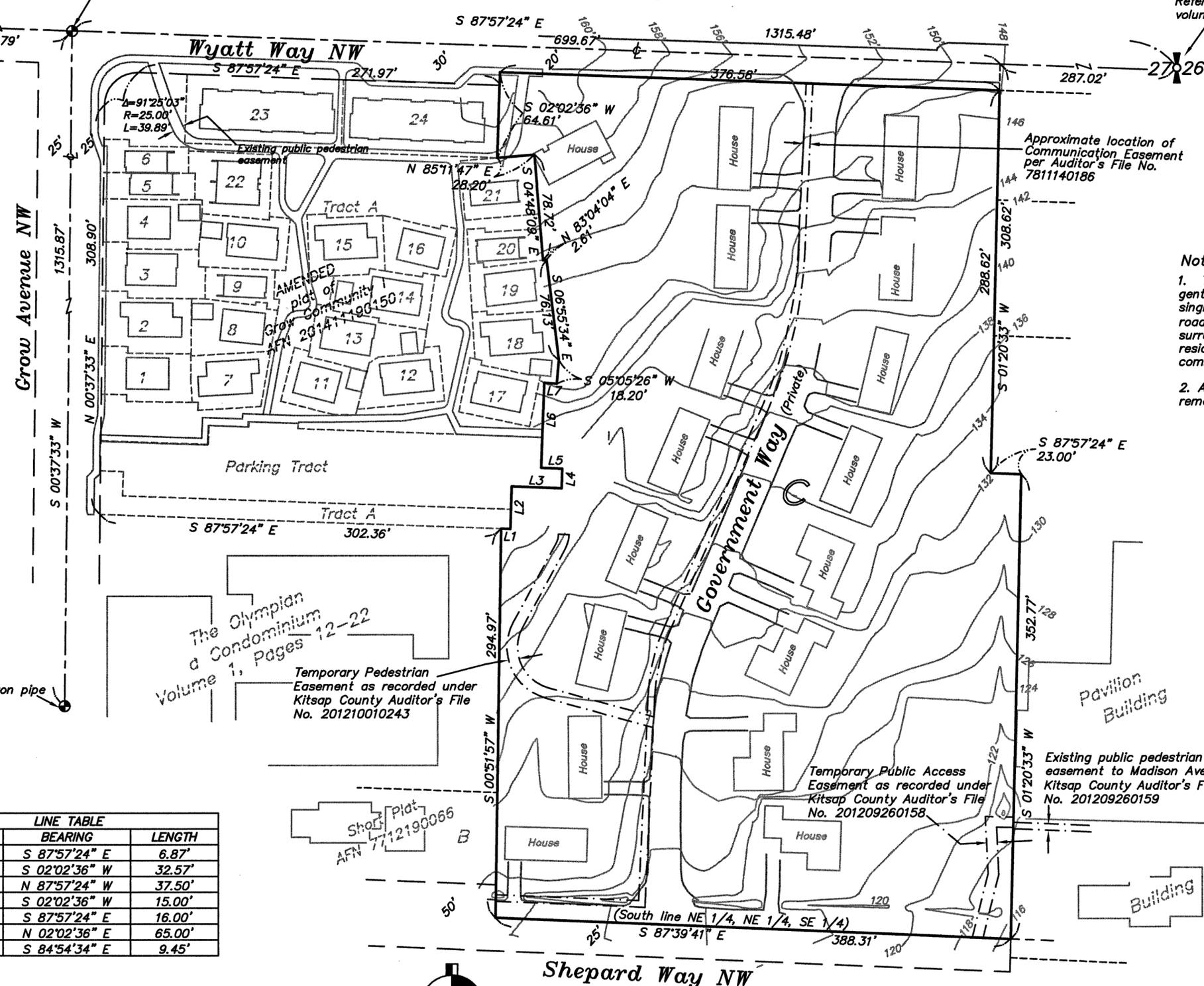
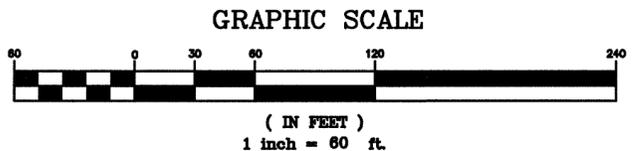
Found concrete monument with metal pin. (June, 1990) North 0.1' from subdivision line. Used for the centerline of Grow Avenue NW.

Computed position per Kitsap County Subdivision. Refer to the survey in volume 40, page 193.

Scale: 1" = 60'
Assumed

Found 3/4" iron pipe (June, 1990)

LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'
L6	N 02°02'36" E	65.00'
L7	S 84°54'34" E	9.45'



Note

1. The subject property is generally open and slopes gently from the North to the South with developed single family residences on either side of the paved roadway (Government Way). The properties surrounding are either developed single family residences, multi-family residences or to the East, commercial buildings.
2. All the existing buildings shown on Lot C are to be removed for new construction.

Lot Area		
Total Area	235,916 sf	5.42 acres

The Olympian & Condominium Volume 1, Pages 12-22

Temporary Pedestrian Easement as recorded under Kitsap County Auditor's File No. 201210010243

Temporary Public Access Easement as recorded under Kitsap County Auditor's File No. 201209260158

Existing public pedestrian easement to Madison Avenue Kitsap County Auditor's File No. 201209260159



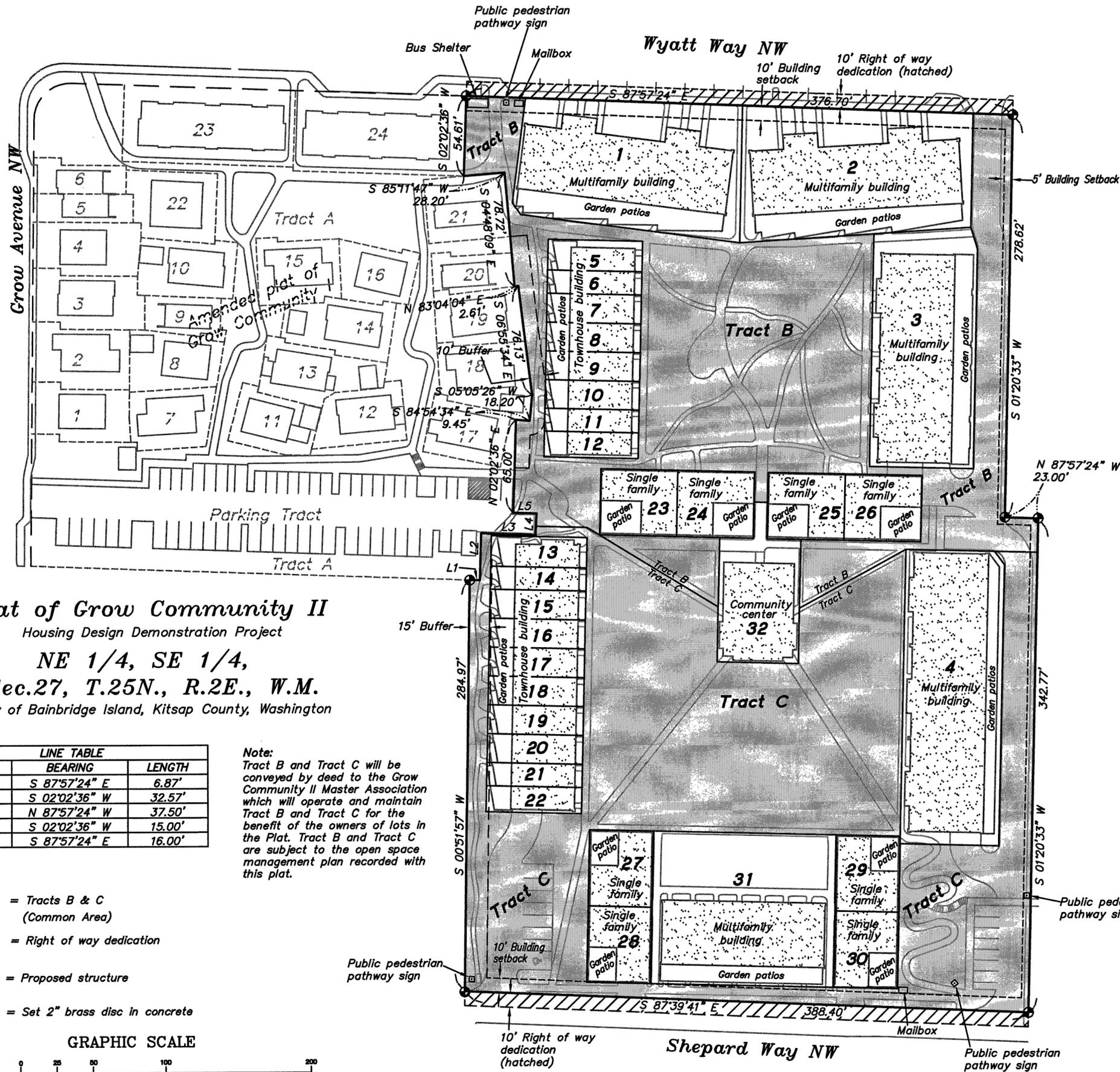
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DATE 12/3/14 FIELD BOOK ---
DRAWING 5459P4 SHEET 4 / 9

City of Bainbridge Island
Vertical Control Network

Scale: 1"=50'
Assumed



Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

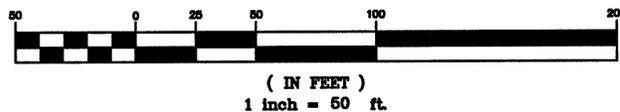
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

Note:
Tract B and Tract C will be conveyed by deed to the Grow Community II Master Association which will operate and maintain Tract B and Tract C for the benefit of the owners of lots in the Plat. Tract B and Tract C are subject to the open space management plan recorded with this plat.

Legend

- = Tracts B & C (Common Area)
- = Right of way dedication
- = Proposed structure
- = Set 2" brass disc in concrete

GRAPHIC SCALE



Lot Areas	
Total area prior to right of way dedication	235,916 sq. ft.
Total area after right of way dedication	228,266 sq. ft.
Lot 1	13,299 sq. ft.
Lot 2	13,671 sq. ft.
Lot 3	11,760 sq. ft.
Lot 4	13,841 sq. ft.
Lot 5	1,365 sq. ft.
Lot 6	1,040 sq. ft.
Lot 7	1,300 sq. ft.
Lot 8	1,300 sq. ft.
Lot 9	1,300 sq. ft.
Lot 10	1,300 sq. ft.
Lot 11	1,040 sq. ft.
Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.

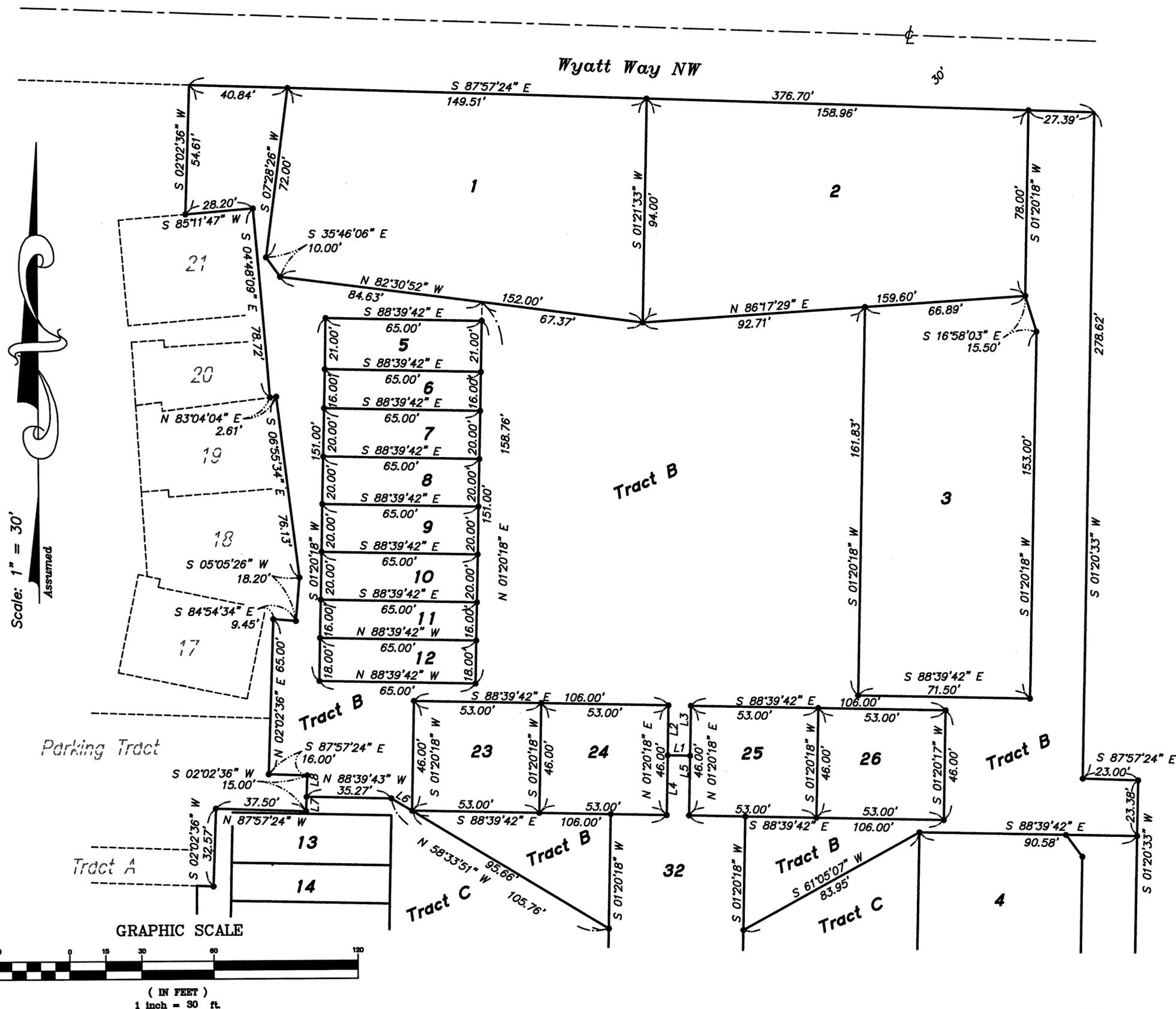


ADAM & GOLDSWORTHY, INC.
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DATE 12/3/14 FIELD BOOK
DRAWING 5459P5 SHEET 5 / 9

Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 30'
 Assumed

Line Table

L1	N 88°39'42" W	9.33'
L2	S 01°20'18" W	21.00'
L3	S 01°20'18" W	21.00'
L4	S 01°20'18" W	25.00'
L5	S 01°20'18" W	25.00'
L6	N 58°33'51" W	10.11'
L7	S 02°02'36" W	6.05'
L8	S 02°02'36" W	8.95'

Legend

● = Set 3/4" iron pipe and lot stake after final site development

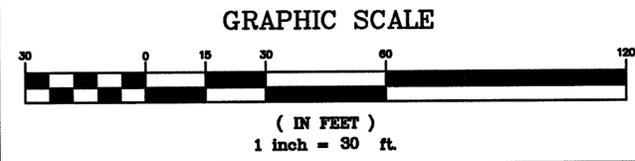


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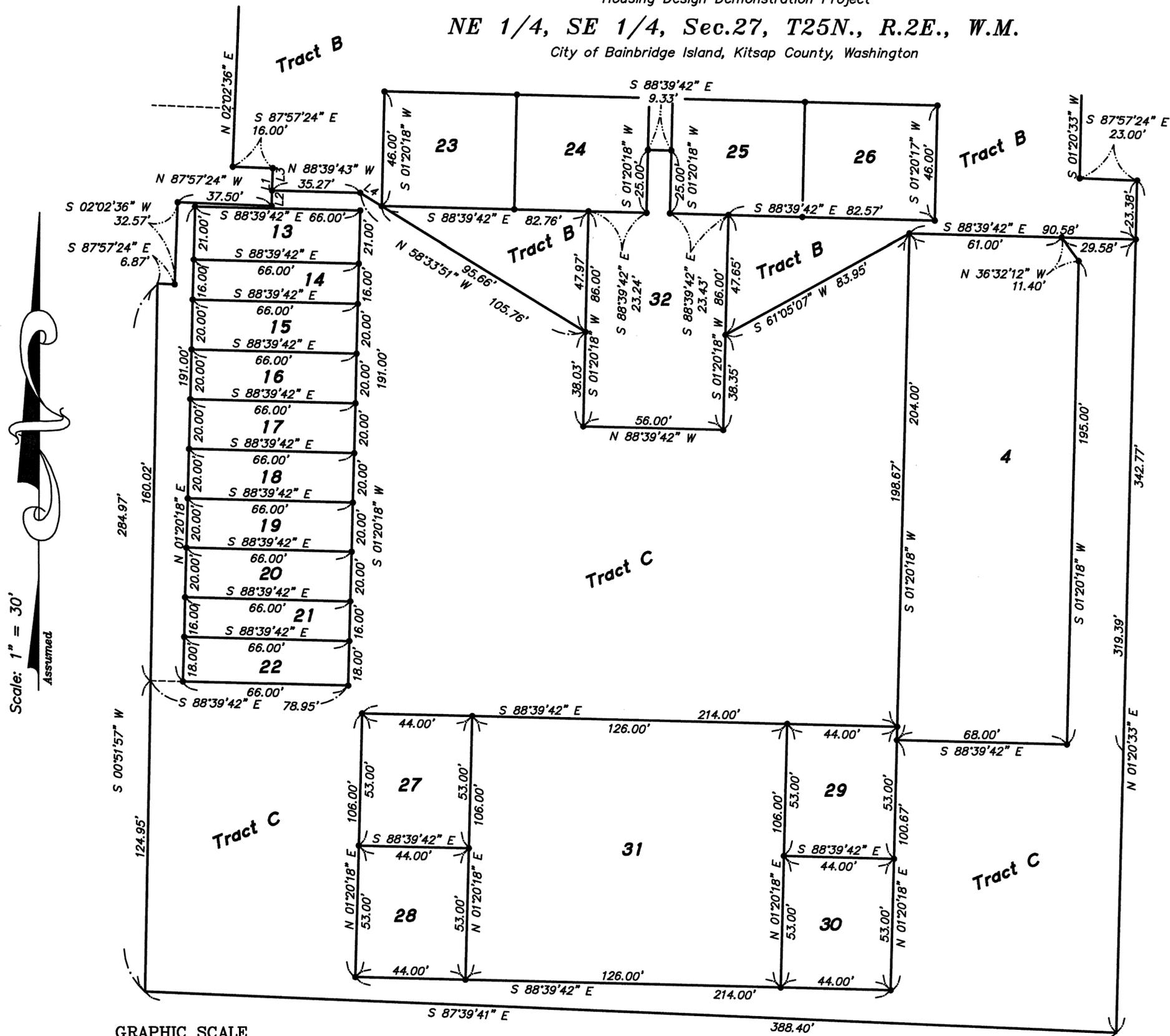
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DATE 12/3/14 FIELD BOOK
 DRAWING 5459P6 SHEET 6 / 9



Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 30'
 Assumed

Line Table

L1	S 02°02'36" W	15.00'
L2	S 02°02'36" W	6.05'
L3	S 02°02'36" W	8.95'
L4	N 58°33'51" W	10.11'

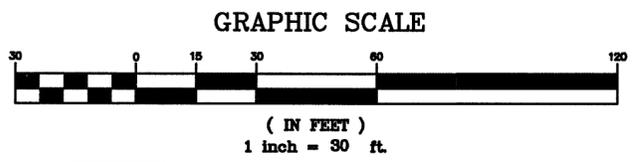
Legend
 ● = Set 3/4" iron pipe and lot stake after final site development



12/3/14

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 DATE 12/3/14 FIELD BOOK
 DRAWING 5459P7 SHEET 7 / 9



Plat of Grow Community II
Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

**Open Space, Lot Coverage
& Tree Plan**

Legend

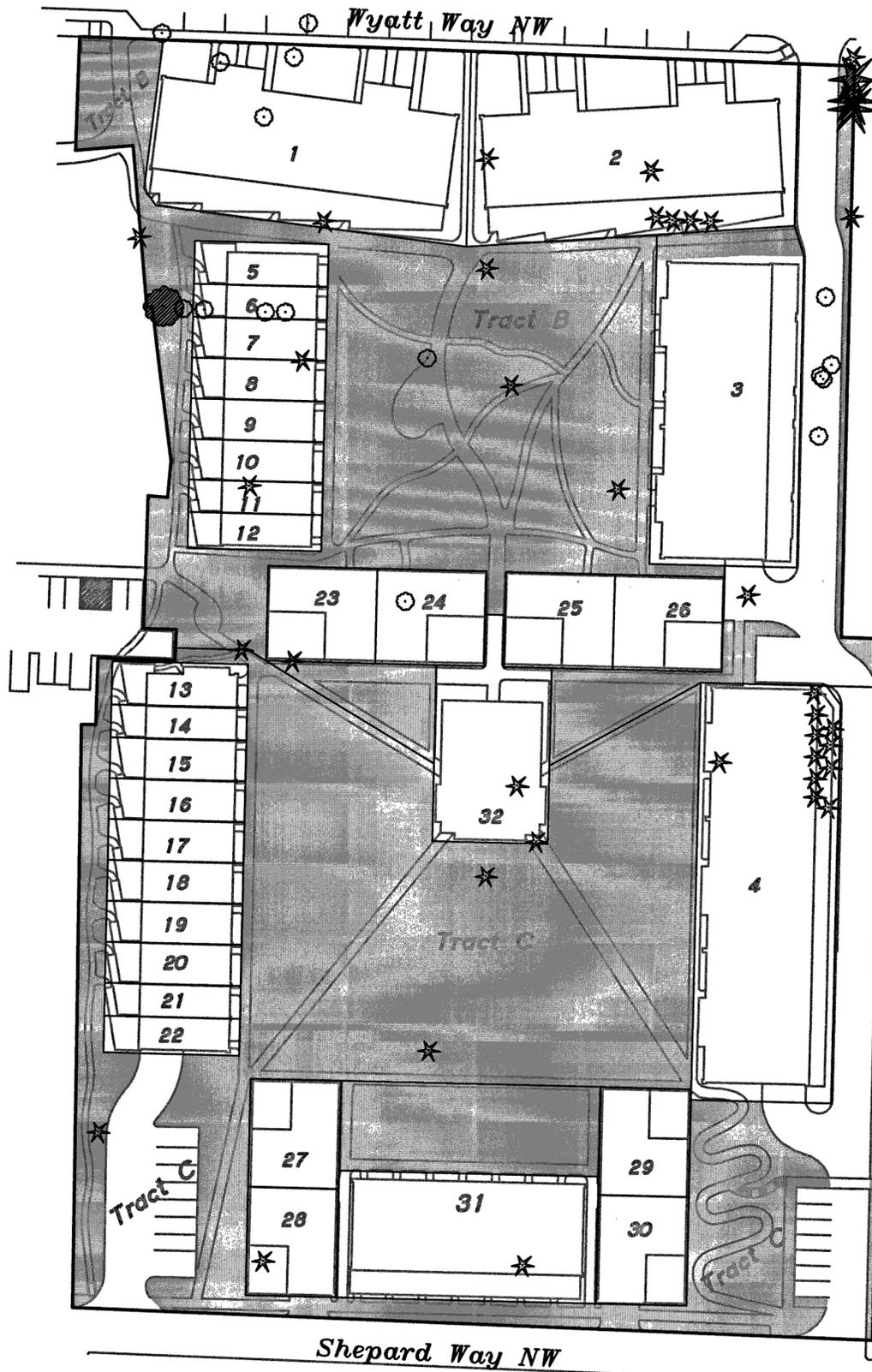
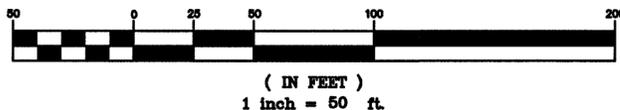
-  = Open Space
-  = Existing significant deciduous tree
-  = Existing significant evergreen tree
-  = Significant evergreen tree to be retained (3)
-  = Significant deciduous tree to be retained (1)

Tree Plan

1. Total site tree unit requirements for R-14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.

Scale: 1"=50'
Assumed

GRAPHIC SCALE



Open Space

Total area after Wyatt Way = 228,266 sq. ft.
& Shepard Way right of way dedication

Total Open Space Area = 102,355 sq. ft. (45%)

Lot Coverage

Total area prior to Wyatt Way = 235,916 sq. ft.
& Shepard Way right of way dedication

Maximum lot coverage of 40% = 94,366 sq. ft.

Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5-12	8,500 sq. ft.
Lots 13-22	10,700 sq. ft.
Lots 23-24	4,500 sq. ft.
Lots 25-26	4,500 sq. ft.
Lots 27-28	4,500 sq. ft.
Lots 29-30	4,500 sq. ft.
Lot 31	6,300 sq. ft.
Lot 32	3,500 sq. ft.
Bus shelter	100 sq. ft.
Total	87,300 sq. ft. (37%)

(As approved or modified under SPR13551
subject to HDDP BIMC 2.16.020.Q)

Minimum Building Separation and Setbacks

Building to building: 0 feet*
Building to subdivision boundary: 5 feet*
Building to right of way: 10 feet

*Subject to Building Official and Fire Marshal building permit approval

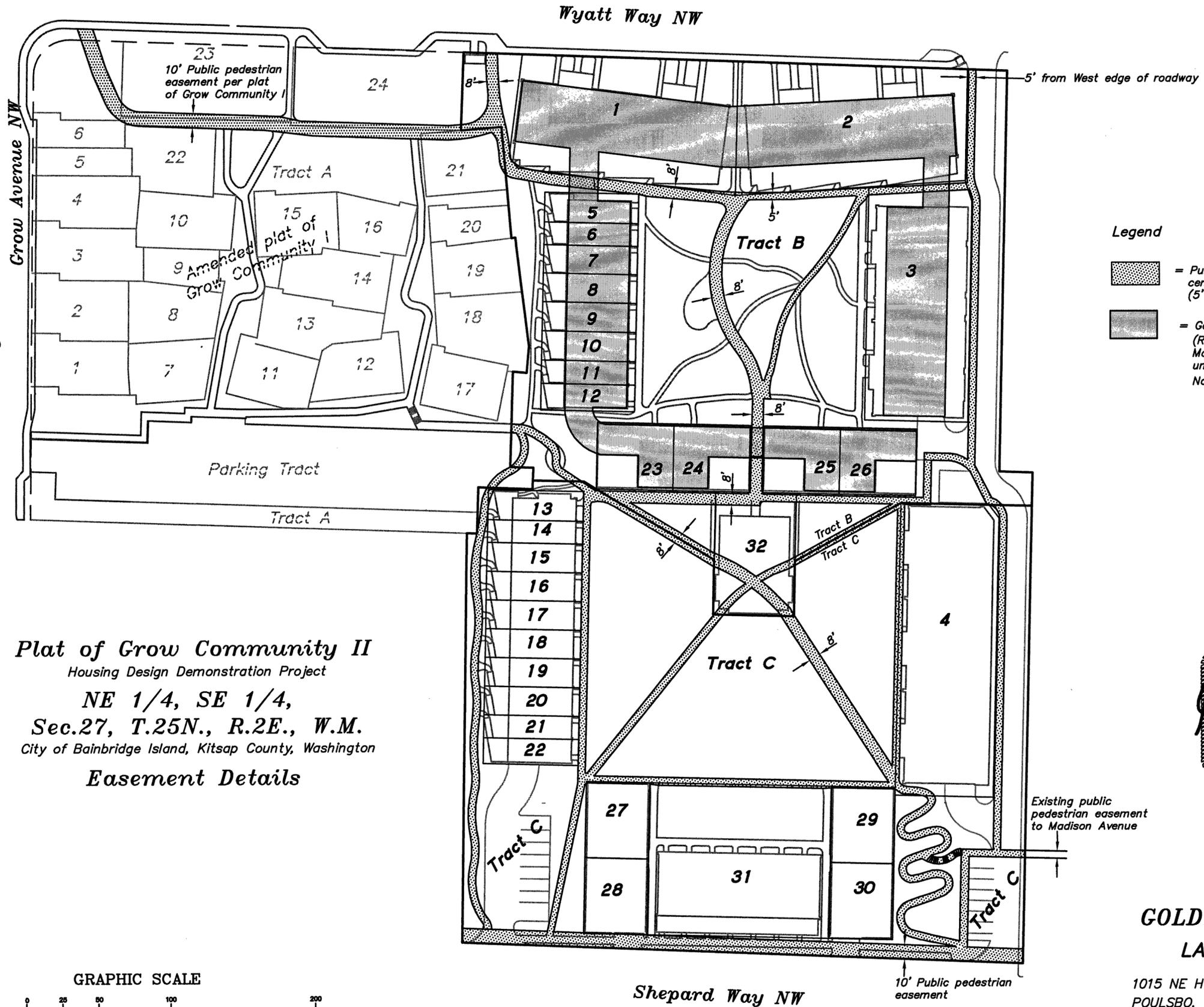


12/03/14

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&
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LAND SURVEYING

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DATE 12/03/14 FIELD BOOK
DRAWING 5459PB SHEET 8 / 9



- Legend**
-  = Public pedestrian easement centered on path as built (5' wide unless otherwise noted)
 -  = Garage easement area (Refer to Garage Easement & Maintenance Agreement recorded under Kitsap County Auditor's File No. 201412100177)

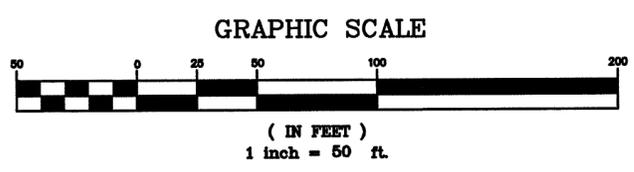
Scale: 1"=50'
Assumed

Plat of Grov Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Easement Details



ADAM & GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. (360)779-4299
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DATE 12/3/14 FIELD BOOK
DRAWING 5459P9 SHEET 9 / 9



AMENDMENT
Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4
 Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Approvals

Declaration

We, the undersigned holders of fee simple land consisting of Lots 31, 32, Tract B and Tract C as shown on the Amended Plat drawings, do hereby agree to this Plat Amendment as stated in the Note on Amendment, and declare this Plat Amendment to be the graphic representation of same, and that said amendment is made with the free consent and in accordance with the desire of these owners.

In witness whereof we have hereunto set our hands and seals.


 Bainbridge Community Development, LLC
 John Ellis, Manager

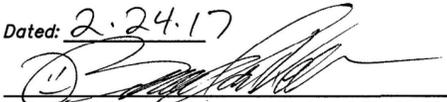
Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated. Public pedestrian easements refer to easements for pedestrian access. As shown on Sheet 9: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Acknowledgment

State of Washington
 County of Kitsap

I certify that I know or have satisfactory evidence that John Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2.24.17

 Notary Public in and for the State of Washington
 My appointment expires 3.13.19



Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this amendment to the plat of Grow Community I, is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of October, 2014, that the distances, courses, angles and amendments noted below are shown correctly.


 Gavin M. Oak, PLS
 Registered Land Surveyor
 Certificate No. 45168

Note on Amendment

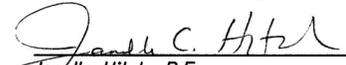
This Amendment to the Plat of Grow Community II recorded under Kitsap County Auditor's File No. 201412100175 and in Volume 33, Pages 248-256 of plats only amends the following:

1. The building footprints shown on Lots 31 & 32 have been revised.
2. The calculated lot coverage for Lots 31 & 32 have been revised which then revises the total calculated lot coverage and percentage for the plat.
3. The designated open space areas and total calculated area have been revised.
4. Pedestrian pathway location, alignments, and easements in the Southern portion of the plat have been revised.

All other details and conditions of the Plat of Grow Community II remain unchanged.

Engineer

Approved by the City Engineer this 23 day of February, 2017.


 Janelle Hitch, P.E.

Planning and Community Development

Approved by the Director of Planning and Community Development this 24 day of FEBRUARY, 2017.


 Gary Christensen, AICP, Planning Director
 Planning and Community Development
 City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this 24th day of February, 2017.


 Val Tolletson
 Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including 2015.


 Meredith Green
 Kitsap County Treasurer

Recording Certificate

Filed for record at the request of Adams Goldsworthy on this 27th day of Feb, 2017 recorded in Volume 34 of plats, Pages 126-129 records of Kitsap County, Washington.


 D. Gilmore
 Kitsap County Auditor
 Attest: 
 Deputy

Legal Description

The plat of Grow Community II recorded under Kitsap County Auditor's File No. 201412100175 and in Volume 33, Pages 248-256 of plats, records of Kitsap County, Washington and situate in the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.



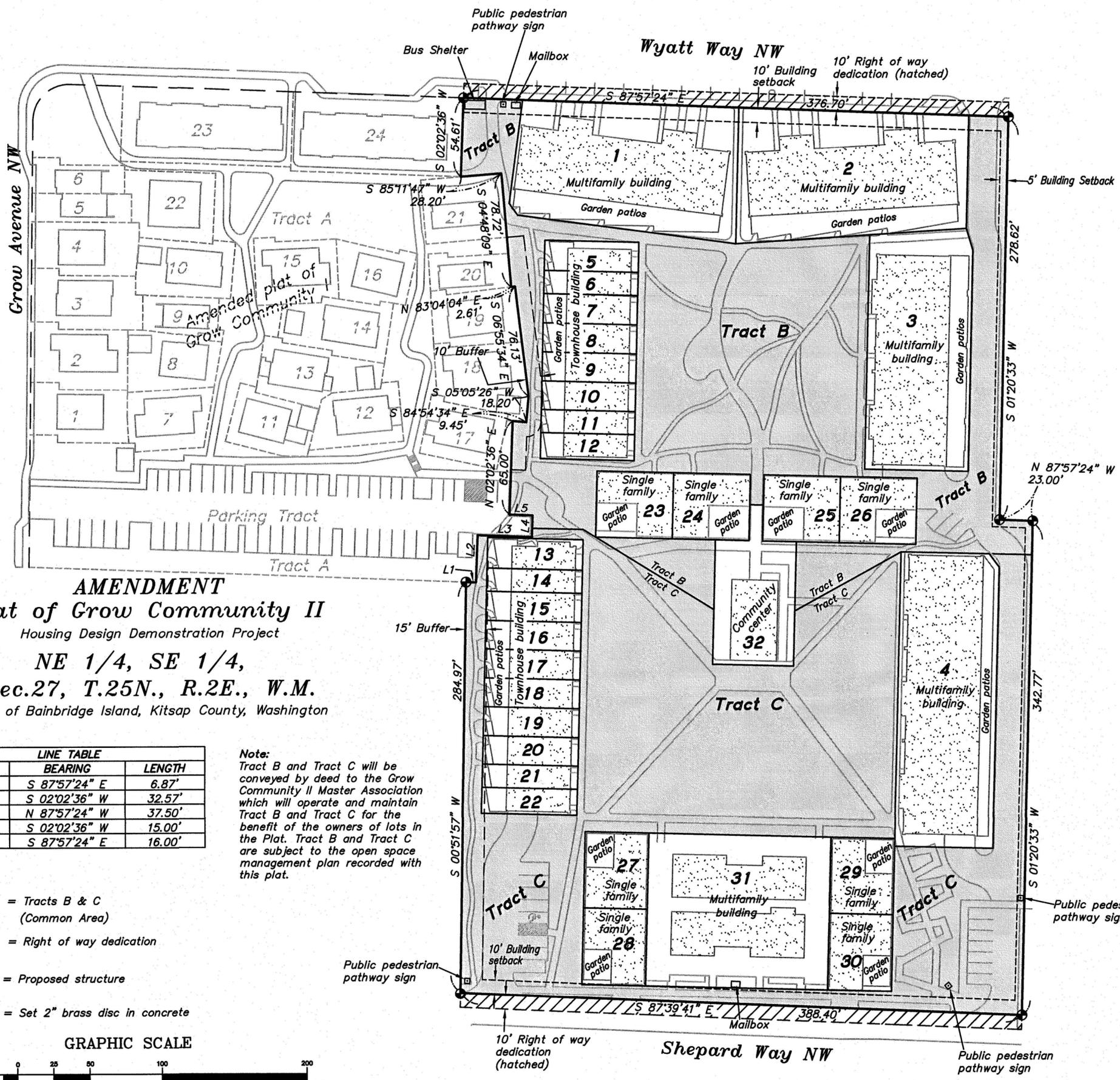
ADAM • GOLDSWORTHY • OAK
 A G O LAND SURVEYING, LLC

1015 NE HOSTMARK ST. 360-779-4299
 POULSBORO, WA 98370 206-842-9598

DATE 2/13/17 FIELD BOOK --
 DRAWING 6139AP1 SHEET 1 / 4

201702270020 34/126

Scale: 1"=50'
Assumed

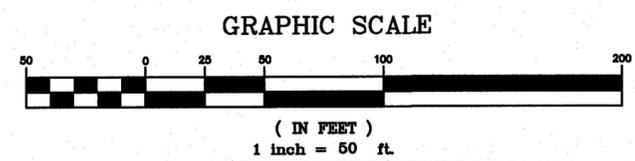


AMENDMENT
Plat of Grow Community II
Housing Design Demonstration Project
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

Note:
Tract B and Tract C will be conveyed by deed to the Grow Community II Master Association which will operate and maintain Tract B and Tract C for the benefit of the owners of lots in the Plat. Tract B and Tract C are subject to the open space management plan recorded with this plat.

- Legend**
- = Tracts B & C (Common Area)
 - = Right of way dedication
 - = Proposed structure
 - = Set 2" brass disc in concrete



Lot Areas	
Total area prior to right of way dedication	235,916 sq. ft.
Total area after right of way dedication	228,266 sq. ft.
Lot 1	13,299 sq. ft.
Lot 2	13,671 sq. ft.
Lot 3	11,760 sq. ft.
Lot 4	13,841 sq. ft.
Lot 5	1,365 sq. ft.
Lot 6	1,040 sq. ft.
Lot 7	1,300 sq. ft.
Lot 8	1,300 sq. ft.
Lot 9	1,300 sq. ft.
Lot 10	1,300 sq. ft.
Lot 11	1,040 sq. ft.
Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.



2/23/17

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POULSBO, WA 98370 (206)842-9598

DATE 2/13/17 FIELD BOOK
DRAWING 6139AP2 SHEET 2 / 4

201702270020 34/127

AMENDMENT
Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4,
 Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

**Open Space, Lot Coverage
 & Tree Plan**

Scale: 1"=50'
 Assumed

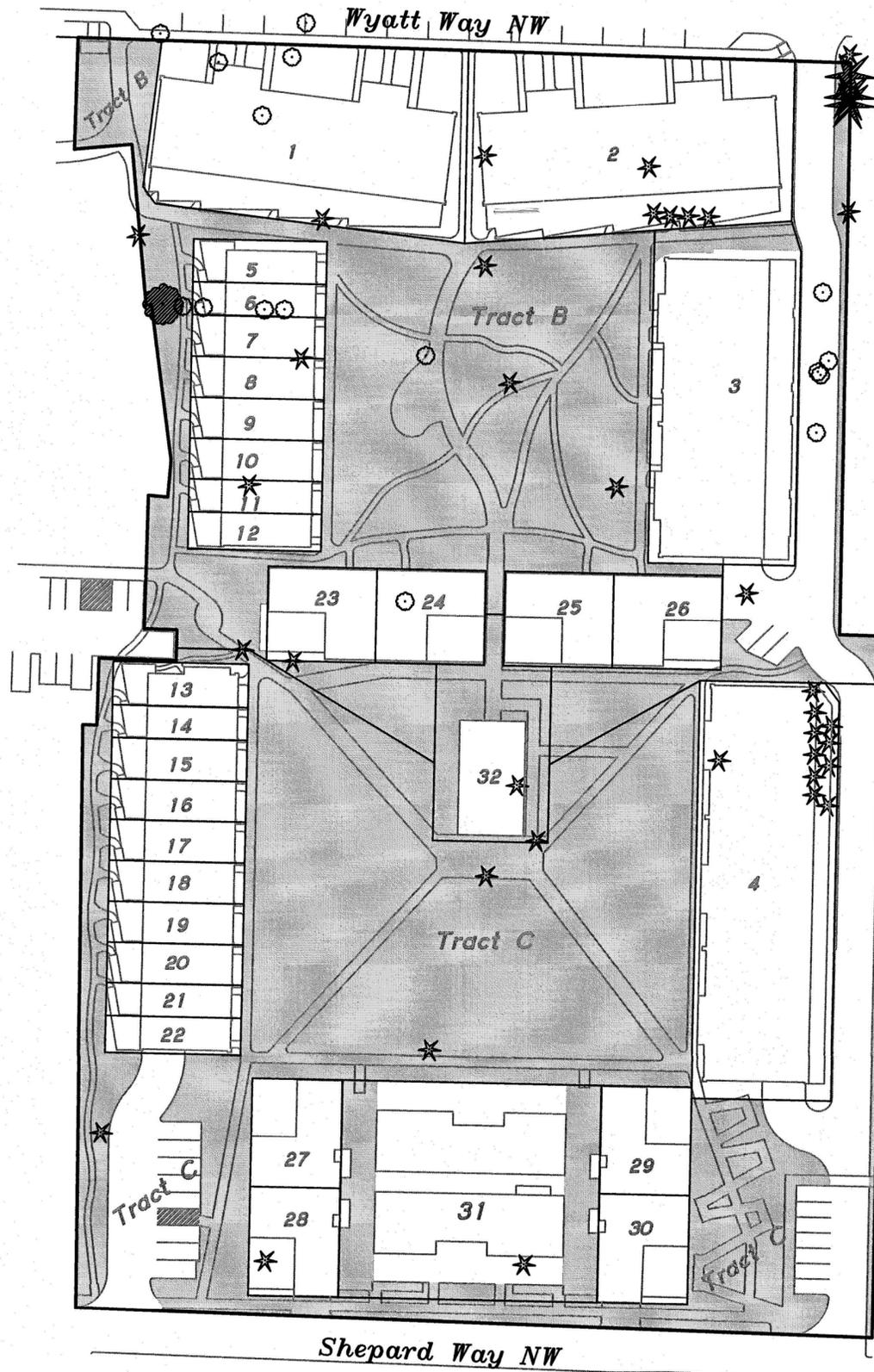
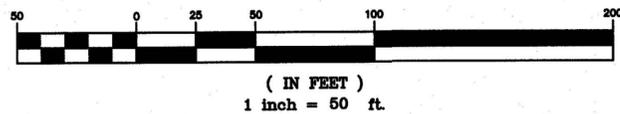
Legend

-  = Open Space
-  = Existing significant deciduous tree
-  = Existing significant evergreen tree
-  = Significant evergreen tree to be retained (3)
-  = Significant deciduous tree to be retained (1)

Tree Plan

1. Total site tree unit requirements for R-14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.

GRAPHIC SCALE



Open Space	
Total area after Wyatt Way & Shepard Way right of way dedication	= 228,266 sq. ft.
Total Open Space Area	= 103,382 sq. ft. (45%)

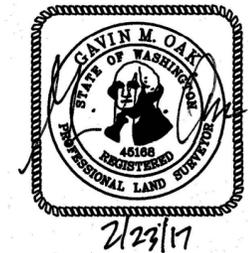
Lot Coverage	
Total area prior to Wyatt Way & Shepard Way right of way dedication	= 235,916 sq. ft.
Maximum lot coverage of 40%	= 94,366 sq. ft.
Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5-12	8,500 sq. ft.
Lots 13-22	10,700 sq. ft.
Lots 23-24	4,500 sq. ft.
Lots 25-26	4,500 sq. ft.
Lots 27-28	4,500 sq. ft.
Lots 29-30	4,500 sq. ft.
Lot 31	7,300 sq. ft.
Lot 32	2,400 sq. ft.
Bus shelter	100 sq. ft.
Total	87,200 sq. ft. (37%)

(As approved or modified under SPR13551 subject to HDDP BIMC 2.16.020.Q)

Minimum Building Separation and Setbacks

- Building to building: 0 feet*
- Building to subdivision boundary: 5 feet*
- Building to right of way: 10 feet

*Subject to Building Official and Fire Marshal building permit approval



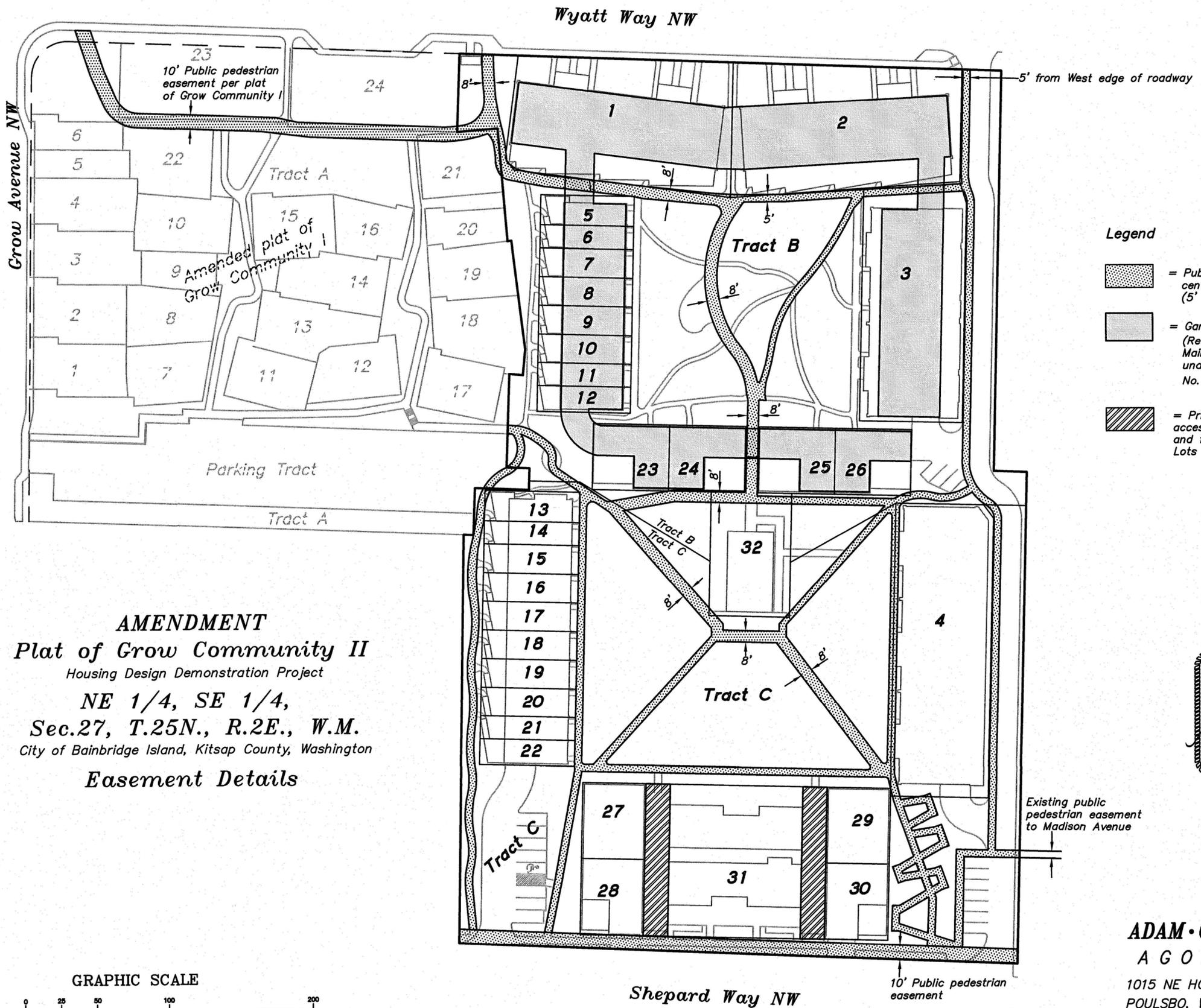
ADAM • GOLDSWORTHY • OAK

A G O LAND SURVEYING, LLC

1015 NE HOSTMARK ST. (360)779-4299
 POULSBORO, WA 98370 (206)842-9598

DATE 2/13/17 FIELD BOOK
 DRAWING 6139AP3 SHEET 3 / 4

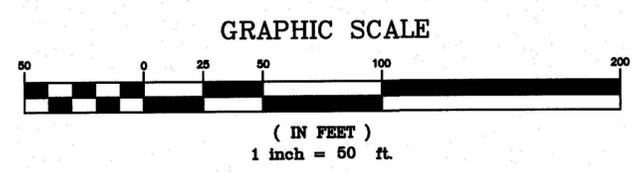
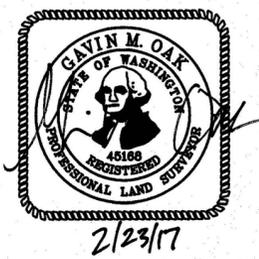
201702270020 34/128



- Legend**
-  = Public pedestrian easement centered on path as built (5' wide unless otherwise noted)
 -  = Garage easement area (Refer to Garage Easement & Maintenance Agreement recorded under Kitsap County Auditor's File No. 201412100177.)
 -  = Private easement for pedestrian access for Grow Community I and for porches and overhangs of Lots 27-30.

Scale: 1"=50'
Assumed

AMENDMENT
Plat of Grow Community II
 Housing Design Demonstration Project
 NE 1/4, SE 1/4,
 Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington
Easement Details



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 POULSBORO, WA 98370 (206)842-9598
 DATE 2/13/17 FIELD BOOK
 DRAWING 6139AP4 SHEET 4 / 4

201702270020 34/129

Alteration to Amendment
Plat of Grow Community II

NE 1/4, SE 1/4

Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Approvals

Engineer

Approved by the City Engineer this _____ day of _____, 2022.

Paul Nylund, P.E.

Health District

Examined and approved by the Bremerton-Kitsap County Health District this _____ day of _____, 2022.

John Kiess, RS
Director of Health, Kitsap Public Health District

Planning and Community Development

Approved by the Director of Planning and Community Development this _____ day of _____, 2022.

Mark Hofman, AICP, Interim Director
Director of Planning and Community Development
City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this _____ day of _____, 2022.

Joe Deets
Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including _____.

Meredith Green
Kitsap County Treasurer

Recording Certificate

Filed for record at the request of _____, on this _____ day of _____, 2022 recorded in Volume _____ of plats, Pages _____ records of Kitsap County, Washington.

Paul Andrews
Kitsap County Auditor

Attest: _____
Deputy

Dedication

Know all persons by these presents that Bainbridge 14 LLC and Bainbridge Island Community Development LLC, the undersigned owners, in fee simple of the land hereby platted, hereby declare this plat and dedicates to the use of the public forever all streets, avenues, places and utility or pedestrian easements or whatever public property there is shown on the plat and the use for any and all public purposes not inconsistent with the use thereof for public purposes, including that ROW area for Shepard Way NW previously dedicated. The City of Bainbridge Island is also granted the right to go beyond the above-described right-of-way where necessary to accommodate the slopes of cuts and fills in roadway construction and maintenance. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all the streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded.

In witness whereof we have hereunto set our hands and seals.

Bainbridge 14 LLC (Lots 27-31)
Justin Hooks, Manager

Bainbridge Island Community Development LLC (Tract C)
John Ellis, Manager

Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated. Public pedestrian easements refer to easements for pedestrian access. As shown on Sheet 8: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Justin Hooks is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge 14, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that John Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community Development LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
My appointment expires _____

Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of April 2021 through May, 2021, that the distances, courses and angles are shown correctly, and that monuments have been set and lot corners staked on the ground as depicted on the plat, except for those that have been approved to be set at a later date.

Gavin M. Oak, PLS
Registered Land Surveyor
Certificate No. 45168

Owners Association

The Owners Association for this plat is a Washington non-profit corporation known as the Grow Community II Master Association.

Covenants

All property encompassed by this plat and all owners of any property therein are subject to the "Declaration of Restrictive Covenants, Conditions, Restrictions, Reservations and Easements for Grow Community II" as recorded under Auditor's File No. 201412100176 records of Kitsap County, Washington.

Note on Alteration

This Alteration to Amendment Plat of Grow Community II as recorded in Volume 34, Pages 126 - 129 inclusive, being an amendment to Volume 33 of Plats, Pages 248-256 inclusive, records of Kitsap County, Washington, alters Lots 27 through 31, revising the 5 lots to 14 lots, and altering the configuration of Tract C to include a new Tract D. This Alteration also revises the Pedestrian Easements through Tract C, and the parking layout in the Southwest corner of Tract C.

All other conditions of the Plat remain unchanged.



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POULSBO, WA 98370 (206)842-9598

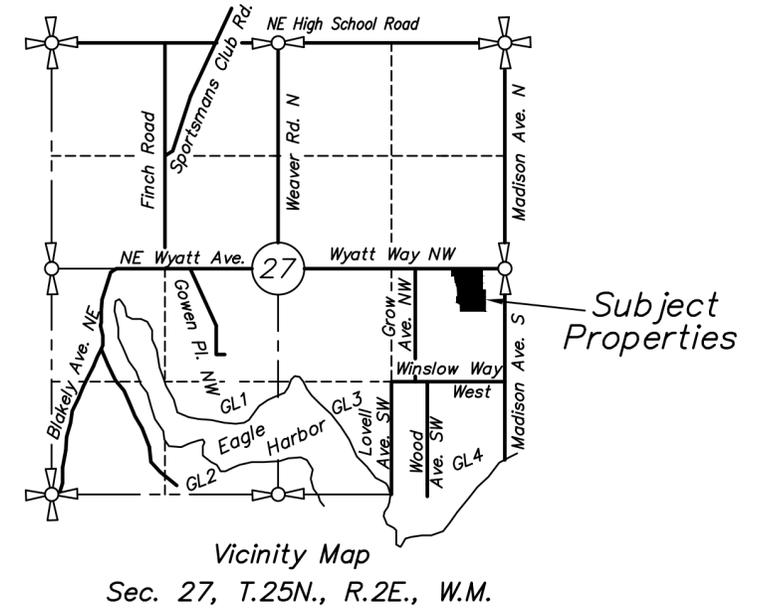
DATE 3/14/22 FIELD BOOK
DRAWING 7295PP1 SHEET 1 / 9

**Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.**
City of Bainbridge Island, Kitsap County, Washington

Owner:	Bainbridge 14, LLC 27 South Hanford Street Seattle, WA. 98134 Jonathan Davis 310-799-8544 jd@davisstudio.com
Current use:	Residential
Proposed water service:	City of Bainbridge Island
Proposed sewer service:	City of Bainbridge Island
Assessor's Account No.	5607-000-027-0005 5607-000-028-0004 5607-000-029-0003 5607-000-030-0000 5607-000-031-0009 5607-000-034-0006
Zoning:	R-14
Comprehensive Plan:	UMF
Compliance with the fire flow requirements of BIMC 20.04 will be by fire flow from the City water system.	
Storm drainage from new site construction will be reduced by low impact development practices, treated and detained through underground detention facilities and rain gardens, then discharged to the City system.	
Application File No.	

Legal Description

Lots 27, 28, 29, 30, 31 and Tract C of the Plat of Grow Community II, according to the Plat recorded in Volume 33 of Plats, Pages 248-256, inclusive, and amended under Volume 34, Pages 126-129, records of Kitsap County, Washington, being a portion of the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

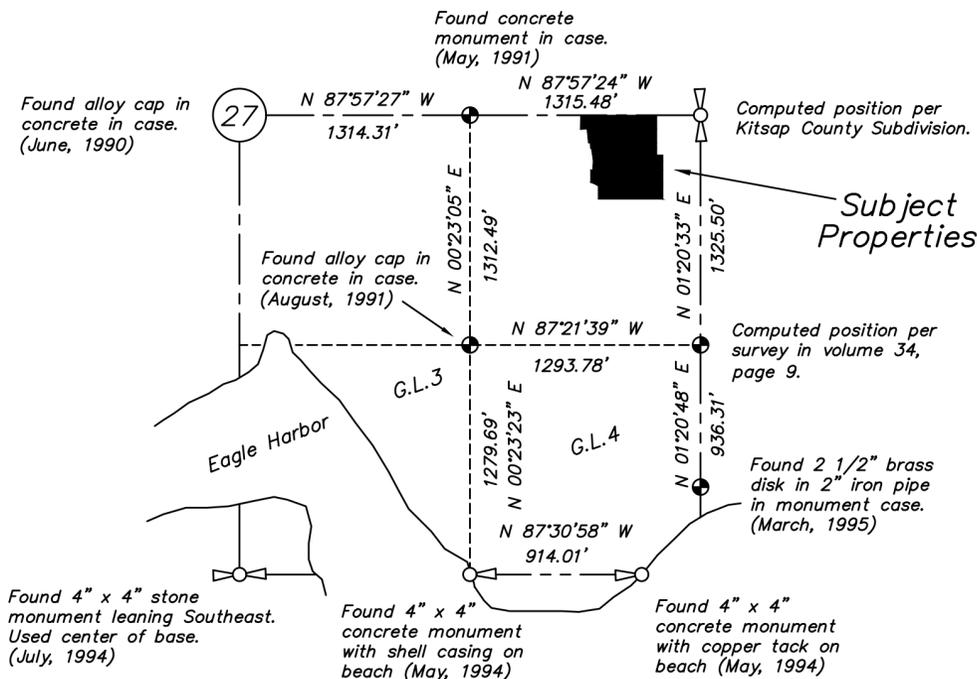


National Flood Insurance Program Designation

Zone X
Flood Insurance Rate Map 53035C0244F
Effective Date: February 3, 2017

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.



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DATE 3/14/22 FIELD BOOK
DRAWING 7295PP2 SHEET 2/9

**Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington**

Conditions

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.
2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.
3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.
4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.
5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.
6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.
8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.
9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.
10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.
11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.
12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.
13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.
14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.
15. To address the requests of the Health District, the applicant shall submit building clearance for sewer properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.
16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

PROJECT CONDITIONS (continued)

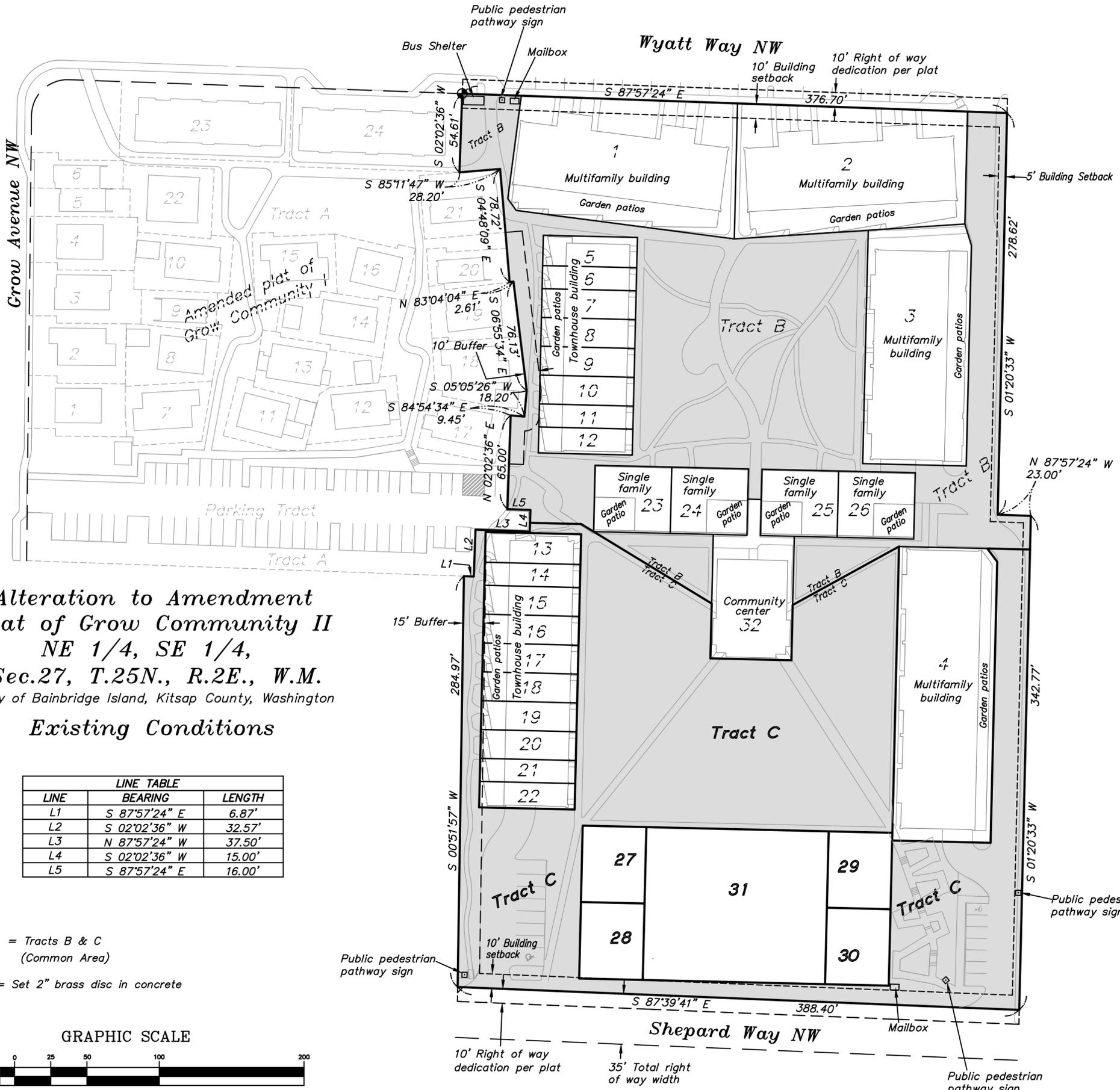
17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
 - a) The dwelling units shall be at or below 1600 square feet of floor area;
 - b) 20 - 30% water use reduction;
 - c) 25 - 35% improved energy performance;
 - d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
 - e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)
 - f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.
 - g) Bicycle spaces provided at one for every five parking spaces;
 - h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;
 - i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.
18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.
19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.
20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.
21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.
22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.
23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #29 below).
24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.
25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility.
26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.
27. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.
28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements



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DATE 3/14/22 FIELD BOOK
DRAWING 7295PP3 SHEET 3/9

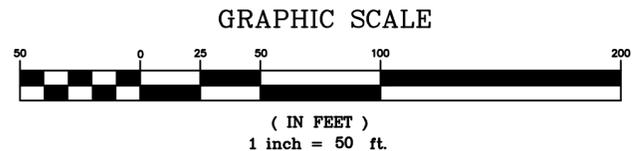
Scale: 1"=50'
Assumed



**Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington**
Existing Conditions

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

- Legend**
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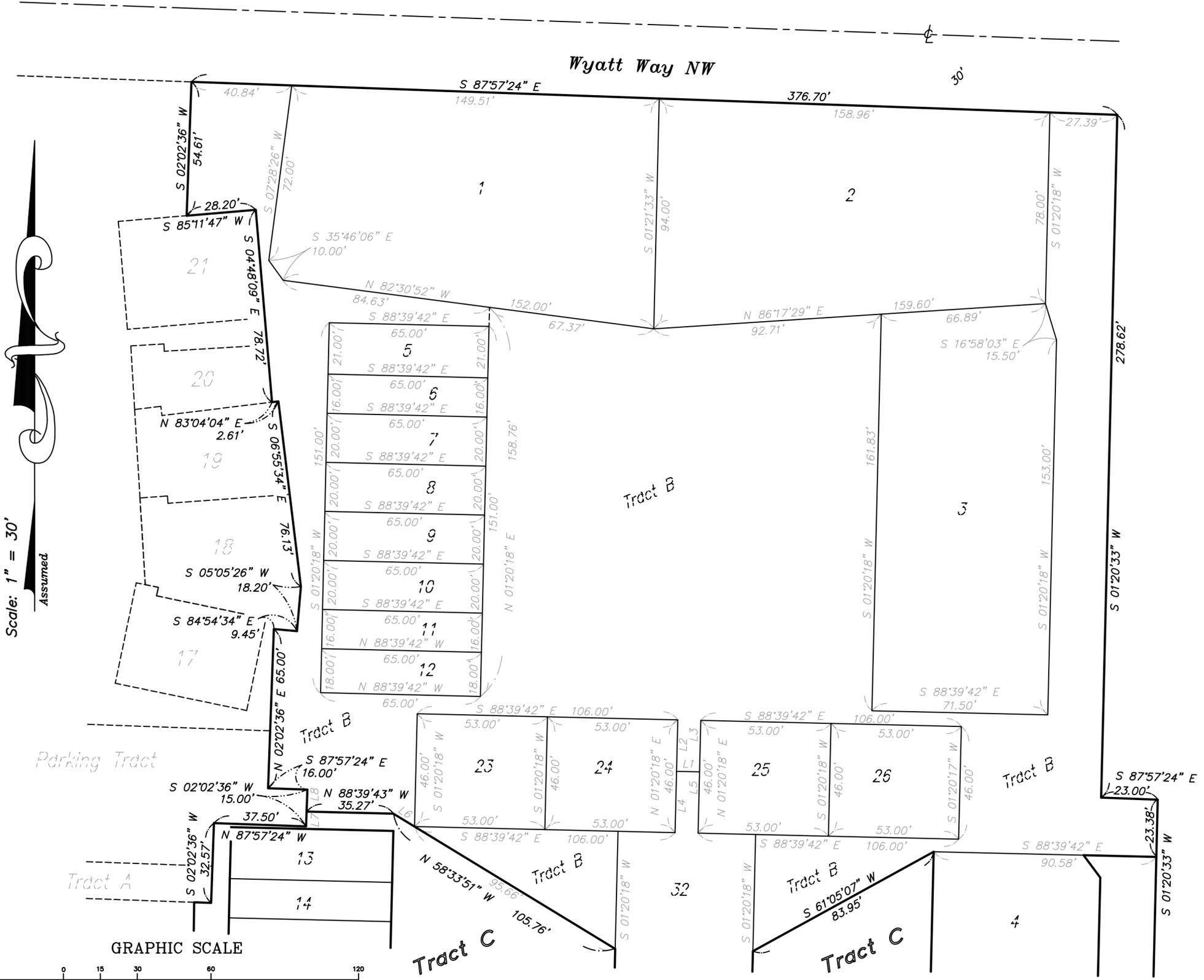


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Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.



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DATE 3/14/22 FIELD BOOK
DRAWING 7295PP4 SHEET 4/9

**Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.**
City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 30'
Assumed

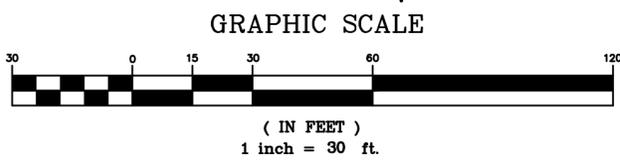
Line Table		
L1	N 88°39'42" W	9.33'
L2	S 01°20'18" W	21.00'
L3	S 01°20'18" W	21.00'
L4	S 01°20'18" W	25.00'
L5	S 01°20'18" W	25.00'
L6	N 58°33'51" W	10.11'
L7	S 02°02'36" W	6.05'
L8	S 02°02'36" W	8.95'



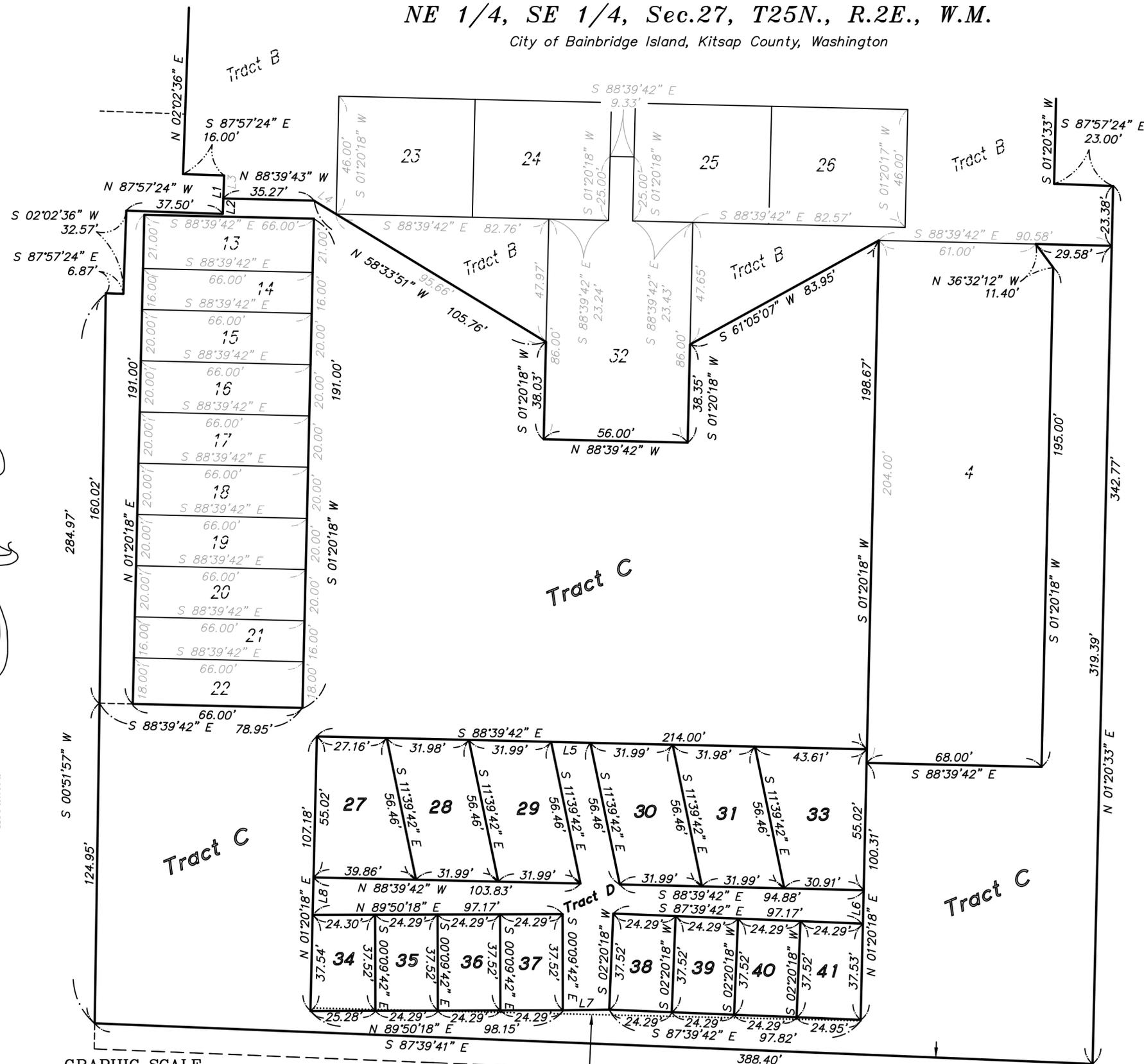
3/14/22

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DATE 3/14/22 FIELD BOOK
DRAWING 7295PP5 SHEET 5/9



**Alteration to Amendment
Plat of Grow Community II**
NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington



Lot Areas	
Lot 27	1,843 sq. ft.
Lot 28	1,760 sq. ft.
Lot 29	1,760 sq. ft.
Lot 30	1,760 sq. ft.
Lot 31	1,760 sq. ft.
Lot 33	2,050 sq. ft.
Lot 34	930 sq. ft.
Lot 35	912 sq. ft.
Lot 36	912 sq. ft.
Lot 37	912 sq. ft.
Lot 38	912 sq. ft.
Lot 39	912 sq. ft.
Lot 40	912 sq. ft.
Lot 41	924 sq. ft.
Tract C	66,971 sq. ft.
Tract D	4,268 sq. ft.

Note: Only the lot areas listed have been revised

Line Table		
L1	S 02°02'36" W	15.00'
L2	S 02°02'36" W	6.05'
L3	S 02°02'36" W	8.95'
L4	N 58°33'51" W	10.11'
L5	S 88°39'42" E	15.29'
L6	N 01°20'18" E	13.09'
L7	N 89°11'25" E	18.09'
L8	N 01°20'18" E	14.63'

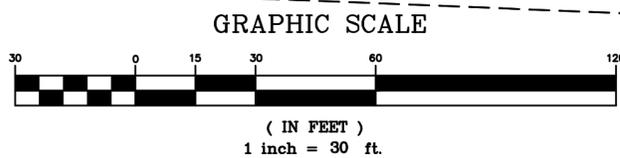


3/14/22

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DATE 3/14/22 FIELD BOOK
DRAWING 7295PP6 SHEET 6/9



Original South property
line of Lots 28, 30
and 31

10' Right of way
dedication per plat

Alteration to Amendment
 Plat of Grow Community II
 NE 1/4, SE 1/4,
 Sec.27, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Open Space, Lot Coverage
 & Tree Plan

Scale: 1"=50'
 Assumed

Legend

-  = Open Space
-  = Existing significant deciduous tree
-  = Existing significant evergreen tree
-  = Significant evergreen tree to be retained (3)
-  = Significant deciduous tree to be retained (1)

Tree Plan

1. Total site tree unit requirements for R-14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.

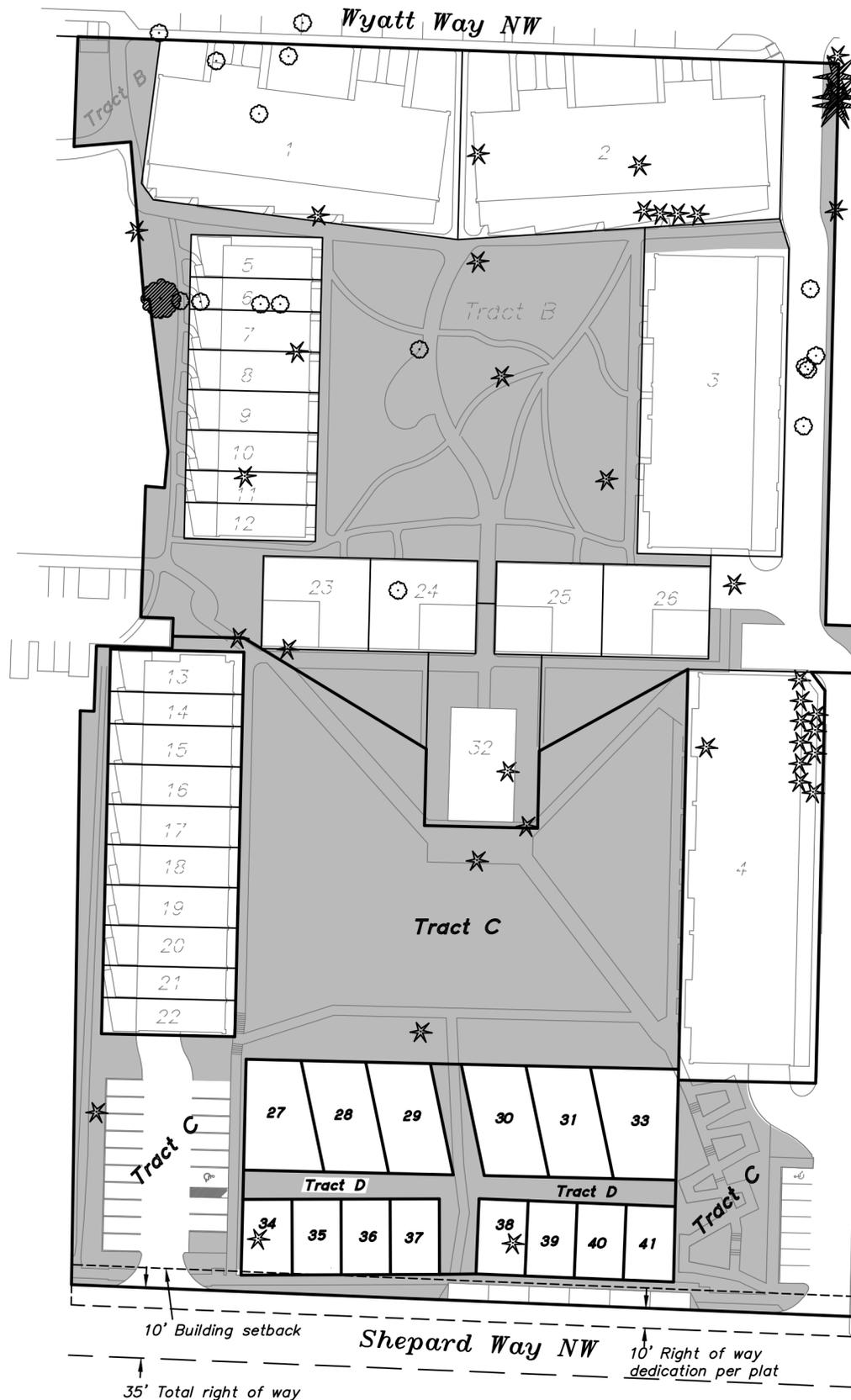
Minimum Building Separation and Setbacks

- Building to building: 0 feet*
 - Building to subdivision boundary 5 feet*
 - Building to right of way 10 feet
- *Subject to Building Official and Fire Marshal building permit approval

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.



Open Space	
Total area after Wyatt Way & Shepard Way right of way dedication	= 228,266 sq. ft.
Total Open Space Area	= 101,331 sq. ft. (44%)

Lot Coverage	
Total area prior to Wyatt Way & Shepard Way right of way dedication	= 235,916 sq. ft.
Maximum lot coverage of 40%	= 94,366 sq. ft.
Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5-12	8,500 sq. ft.
Lots 13-22	10,700 sq. ft.
Lots 23-24	4,500 sq. ft.
Lots 25-26	4,500 sq. ft.
Lot 27	1,442 sq. ft.
Lot 28	1,442 sq. ft.
Lot 29	1,442 sq. ft.
Lot 30	1,442 sq. ft.
Lot 31	1,442 sq. ft.
Lot 32	3,500 sq. ft.
Lot 33	1,442 sq. ft.
Lot 34	831 sq. ft.
Lot 35	831 sq. ft.
Lot 36	831 sq. ft.
Lot 37	831 sq. ft.
Lot 38	831 sq. ft.
Lot 39	831 sq. ft.
Lot 40	831 sq. ft.
Lot 41	831 sq. ft.
Bus shelter	100 sq. ft.
Total	87,300 sq. ft. (37%)

(As approved or modified under SPR13551 subject to HDDP BIMC 2.16.020.Q)



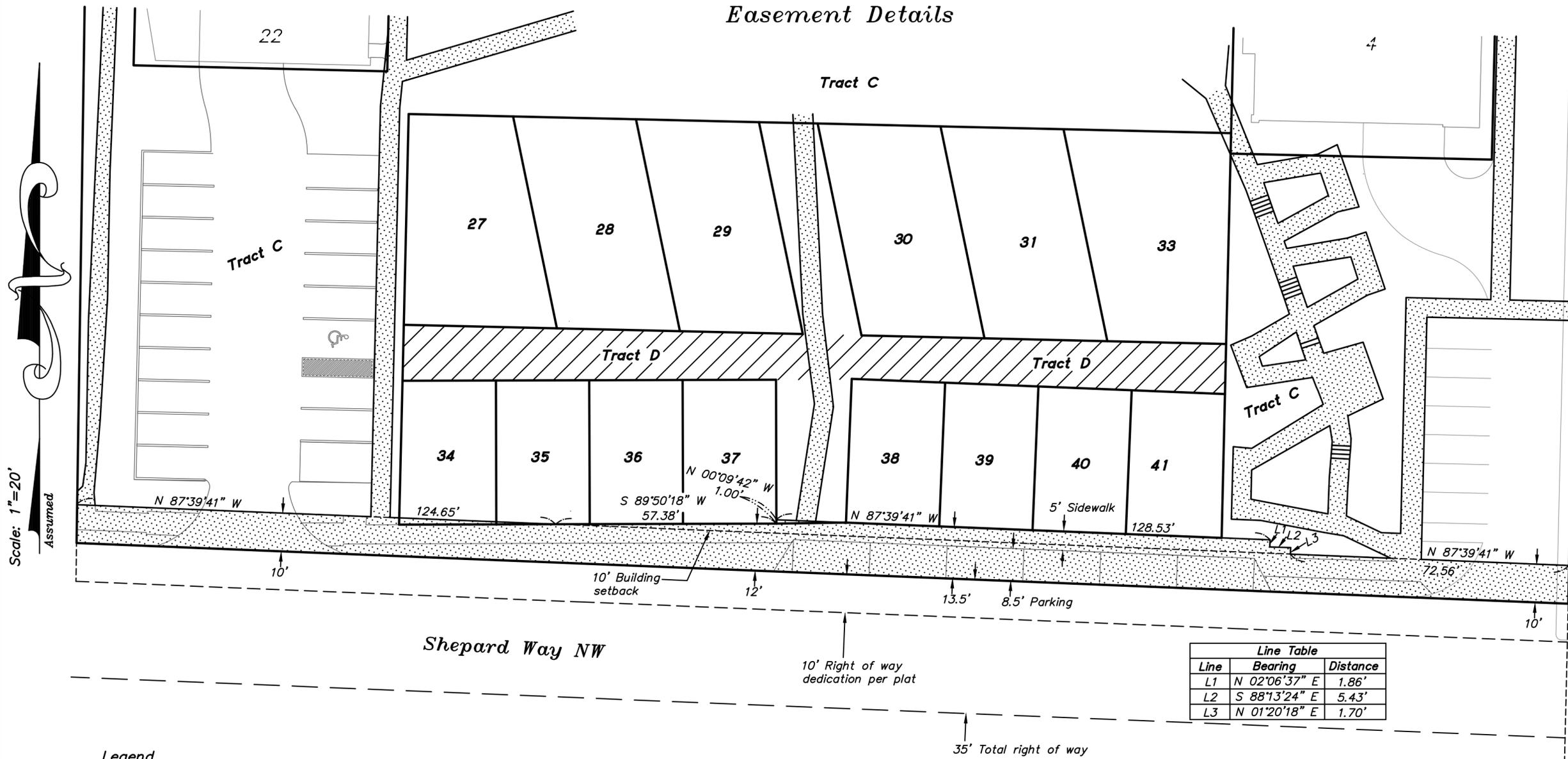
3/14/22

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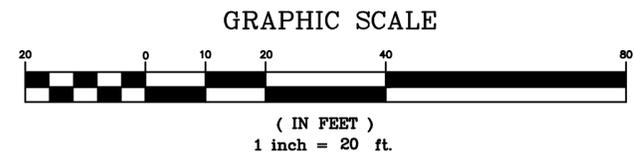
DATE 3/14/22 FIELD BOOK
 DRAWING 7295PP7 SHEET 7/9

*Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Easement Details*



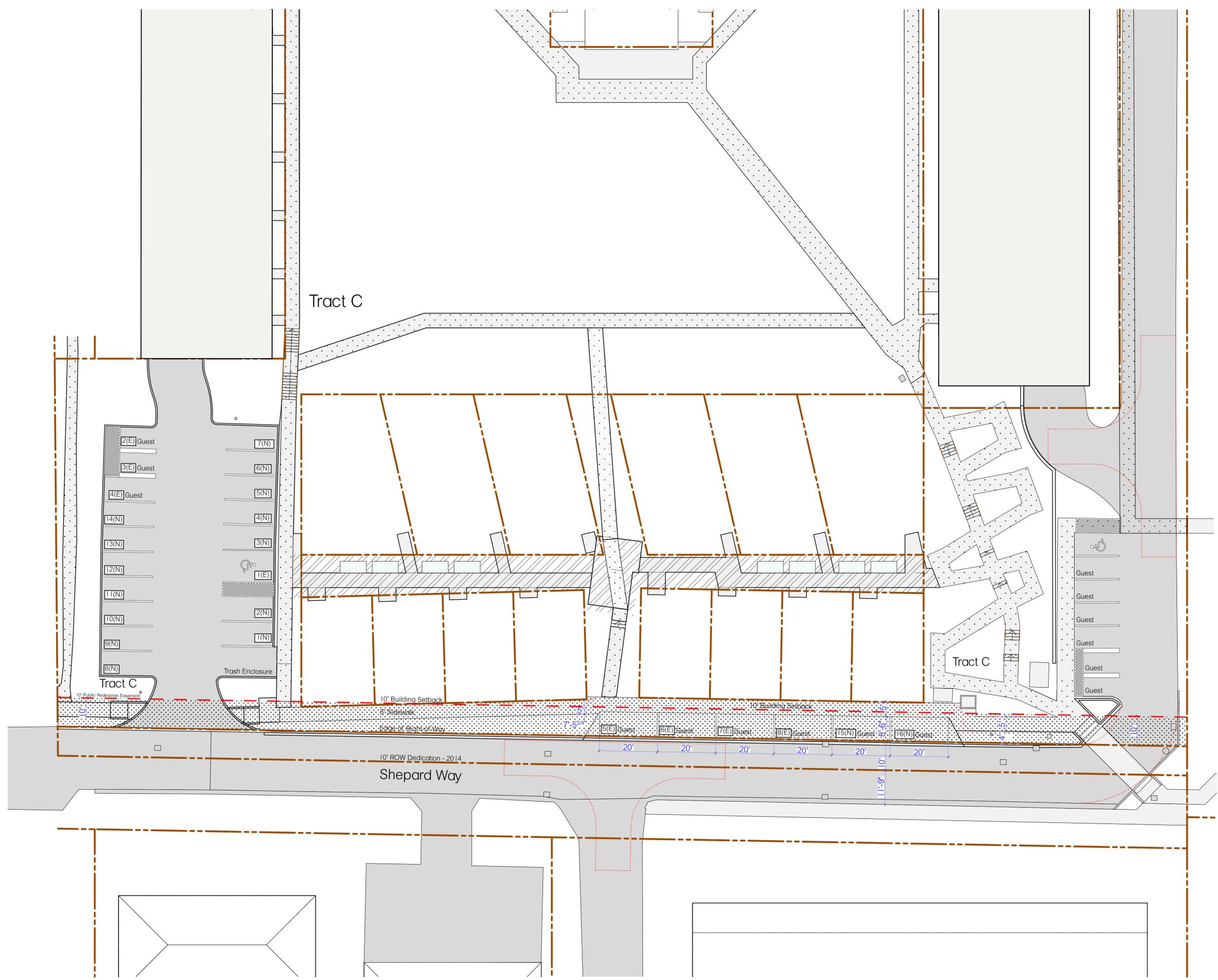
Line Table		
Line	Bearing	Distance
L1	N 02°06'37" E	1.86'
L2	S 88°13'24" E	5.43'
L3	N 01°20'18" E	1.70'

- Legend**
- = Public pedestrian easement centered on path as built (5' wide unless otherwise noted)
 - = Private easement for pedestrian access



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DATE 3/14/22 FIELD BOOK
 DRAWING 7295PP9 SHEET 9 / 9



Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

Plat Alteration
 Site Plan - pedestrian
 easement
 1" = 40' UNO
 March 10, 2022

Site Plan - pedestrian easement

SCALE: 1/16" = 1'-0"





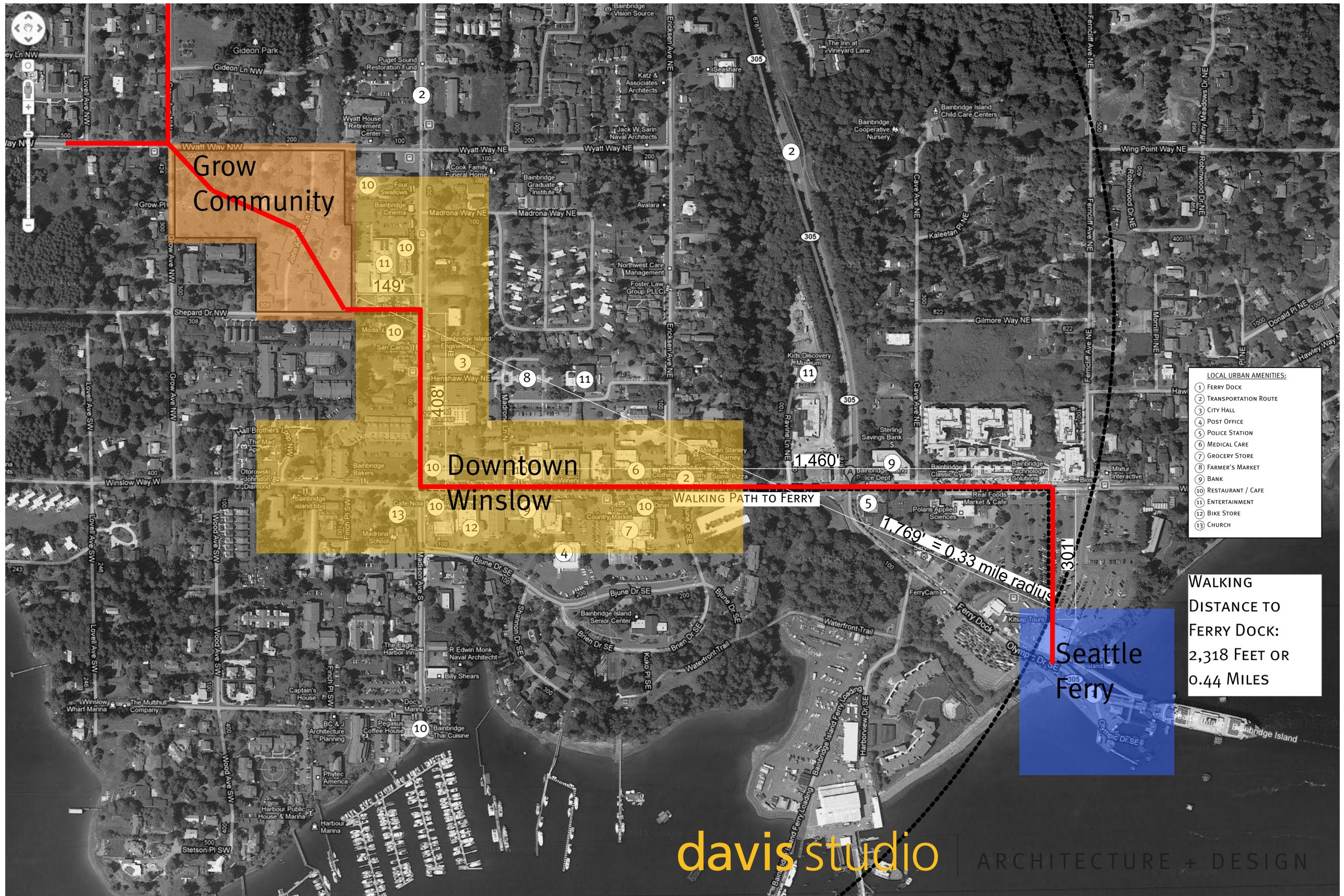
Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Cover
 1" = 40' UNO
 March 17, 2022

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 Bainbridge Island, WA 98110
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- LOCAL URBAN AMENITIES:**
- ① FERRY DOCK
 - ② TRANSPORTATION ROUTE
 - ③ CITY HALL
 - ④ POST OFFICE
 - ⑤ POLICE STATION
 - ⑥ MEDICAL CARE
 - ⑦ GROCERY STORE
 - ⑧ FARMER'S MARKET
 - ⑨ BANK
 - ⑩ RESTAURANT / CAFE
 - ⑪ ENTERTAINMENT
 - ⑫ BIKE STORE
 - ⑬ CHURCH

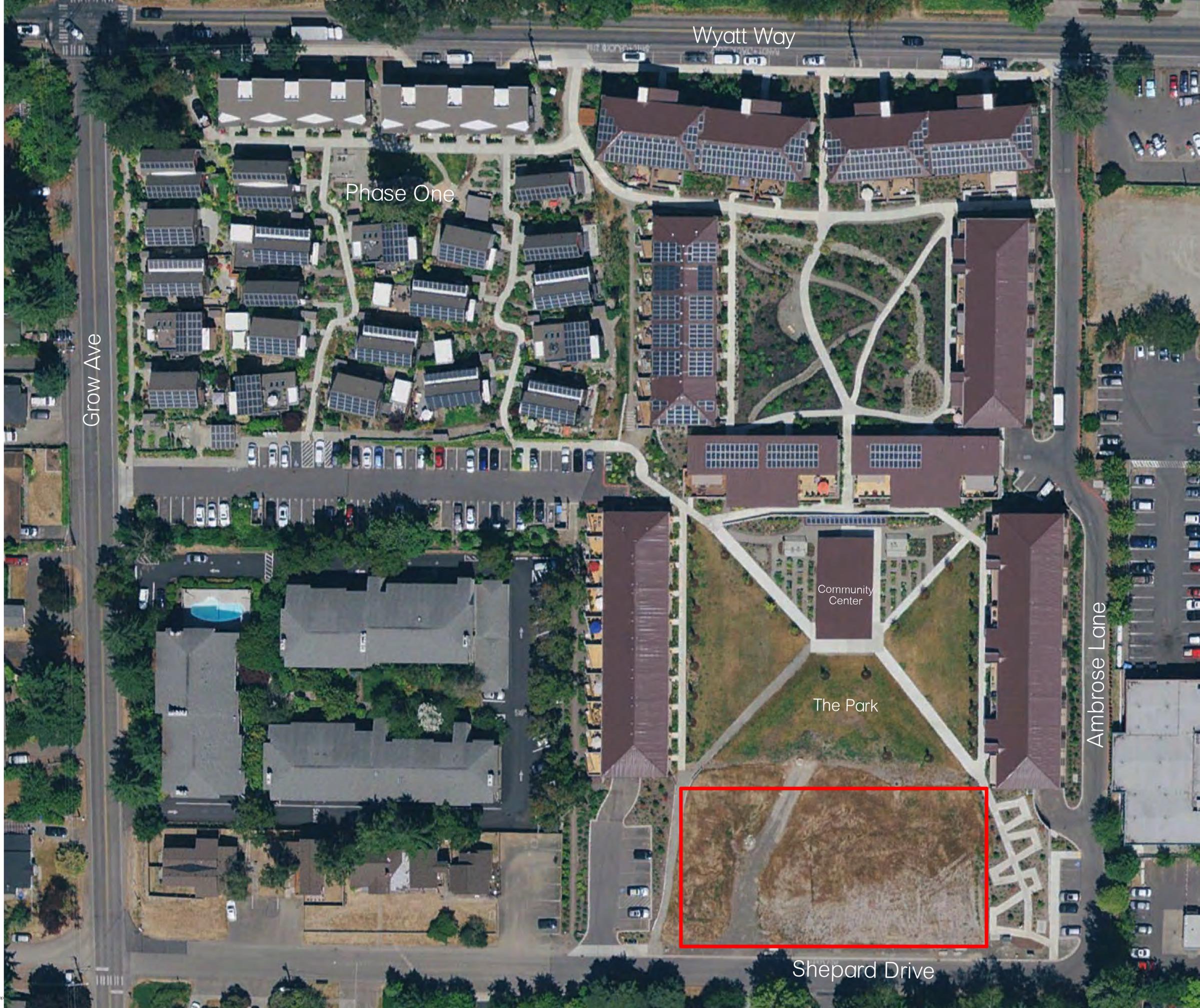
WALKING DISTANCE TO FERRY DOCK:
2,318 FEET OR
0.44 MILES

Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Grow Community - Context Map
 1" = 40' UNO
 March 17, 2022





Grow Ave

Phase One

Wyatt Way

Community Center

The Park

Ambrose Lane

Shepard Drive

Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Aerial - Overall Site
 1" = 40' UNO
 March 17, 2022

A-02

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 Bainbridge Island, WA 98110
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Adjustment to Subdivision
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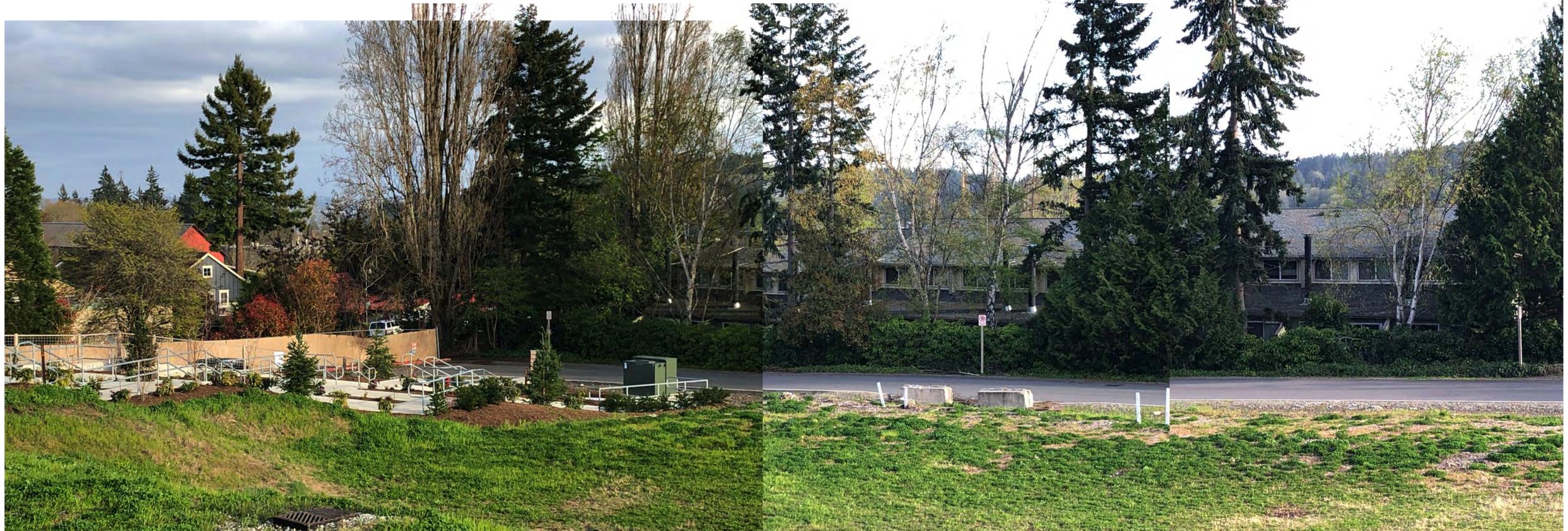
Revision	Date

DRB - updated
 Aerial - Context
 1" = 40' UNO
 March 17, 2022





Street View - west
SCALE: 1:4.26



Street View - east
SCALE: 1:4.26



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Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Context Photos - Sheperd
1" = 40' UNO
March 17, 2022

A-04



Streetscape 6
SCALE: 1:5.84



Streetscape 5
SCALE: 1:5.84



Streetscape 4
SCALE: 1:5.84



Streetscape 5
SCALE: 1:5.84



Streetscape 2
SCALE: 1:5.84



Streetscape 1
SCALE: 1:5.84

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Context Photos - Grow
1" = 40' UNO
March 17, 2022





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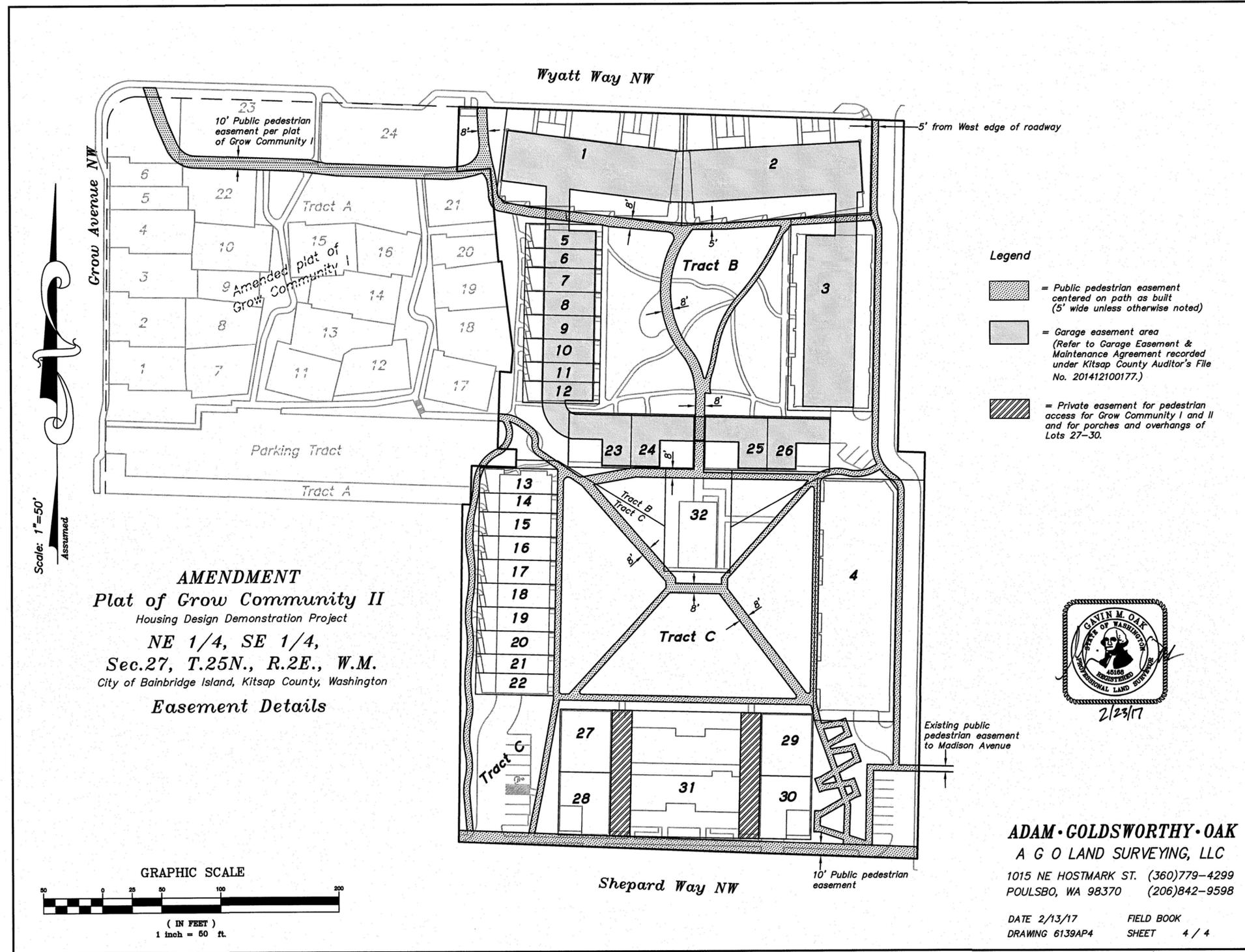


Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Context Photos - Site
 1" = 40' UNO
 March 17, 2022

Site - looking north 1
 SCALE: 1:2.45



20102270020 34/129



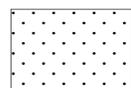
Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
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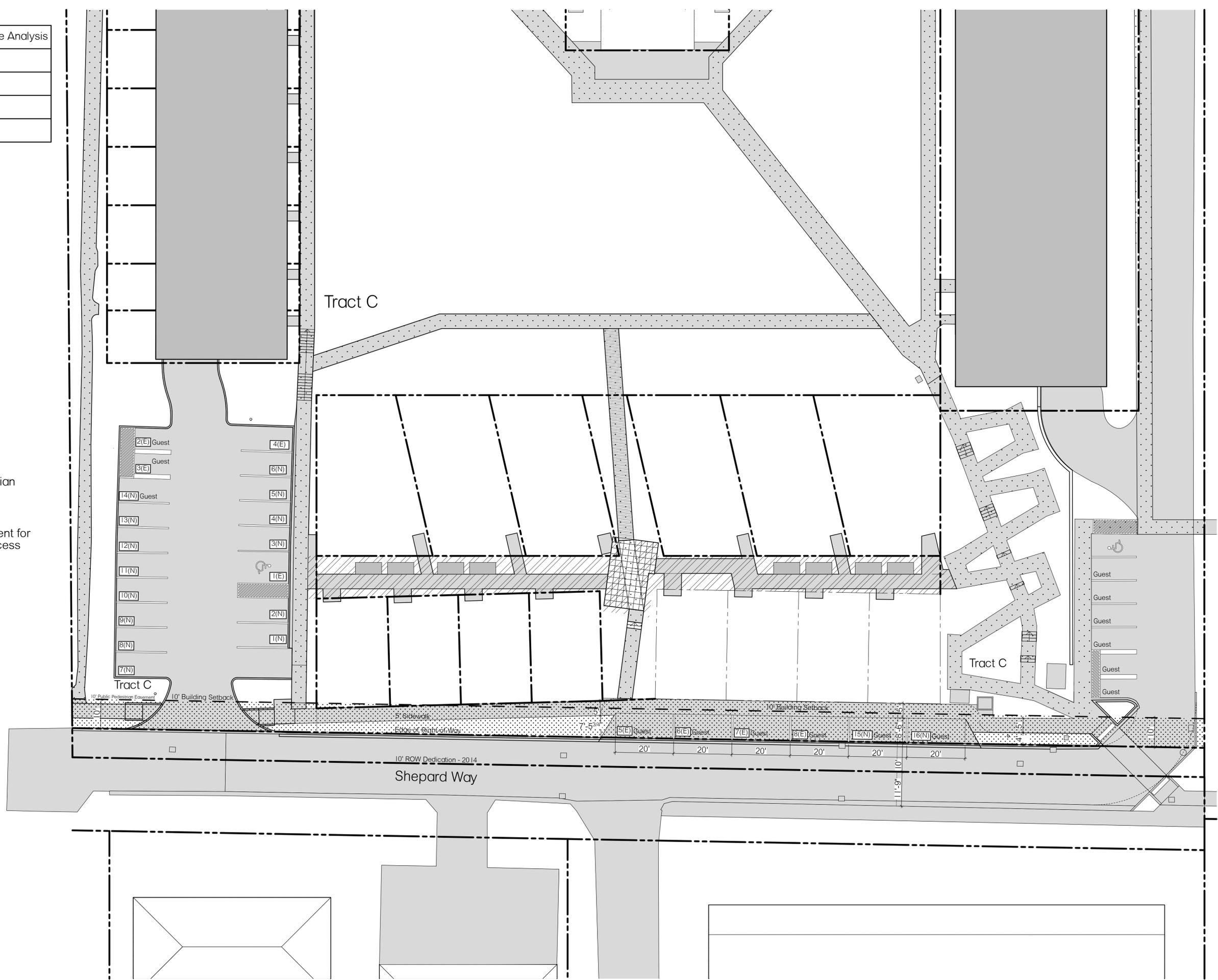
Revision	Date

DRB - updated
 Existing Plat
 1" = 40' UNO
 March 17, 2022

Grow - Phase 3 - Open Space Analysis	
	Area - sf
(E) Open Space	10,765.9
(N) Open Space	10,496.1

Legend

-  Public pedestrian easement
-  Private easement for pedestrian access



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Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Site - Plot
 1" = 40' UNO
 March 17, 2022

Site Plan - pedestrian easement

SCALE: 1/16" = 1'-0"



Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Site Plan - enlarged
 1" = 40' UNO
 March 17, 2022



Site Plan / First Floor 1
 SCALE: 1/8" = 1'-0"



Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Second Floor Plan
 1" = 40' UNO
 March 17, 2022



N/S Path Section **3**
SCALE: 1/8" = 1'-0"



Section at Homes **2**
SCALE: 1/8" = 1'-0"



E/W Path Section **1**
SCALE: 1/8" = 1'-0"

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Site Sections
1" = 40' UNO
March 17, 2022



N Elevation IA-4

SCALE: 3/16" = 1'-0"

6



W Elevation IA-4

SCALE: 3/16" = 1'-0"

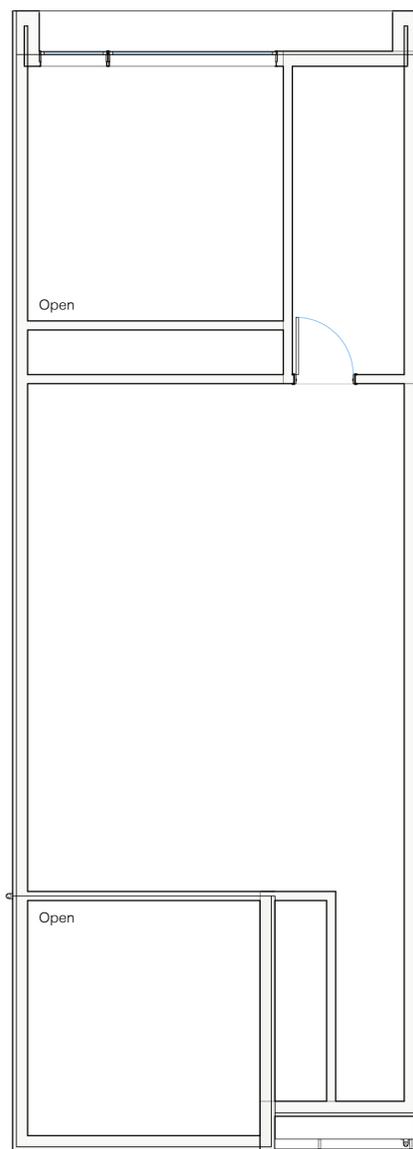
5



S Elevation IA-4

SCALE: 3/16" = 1'-0"

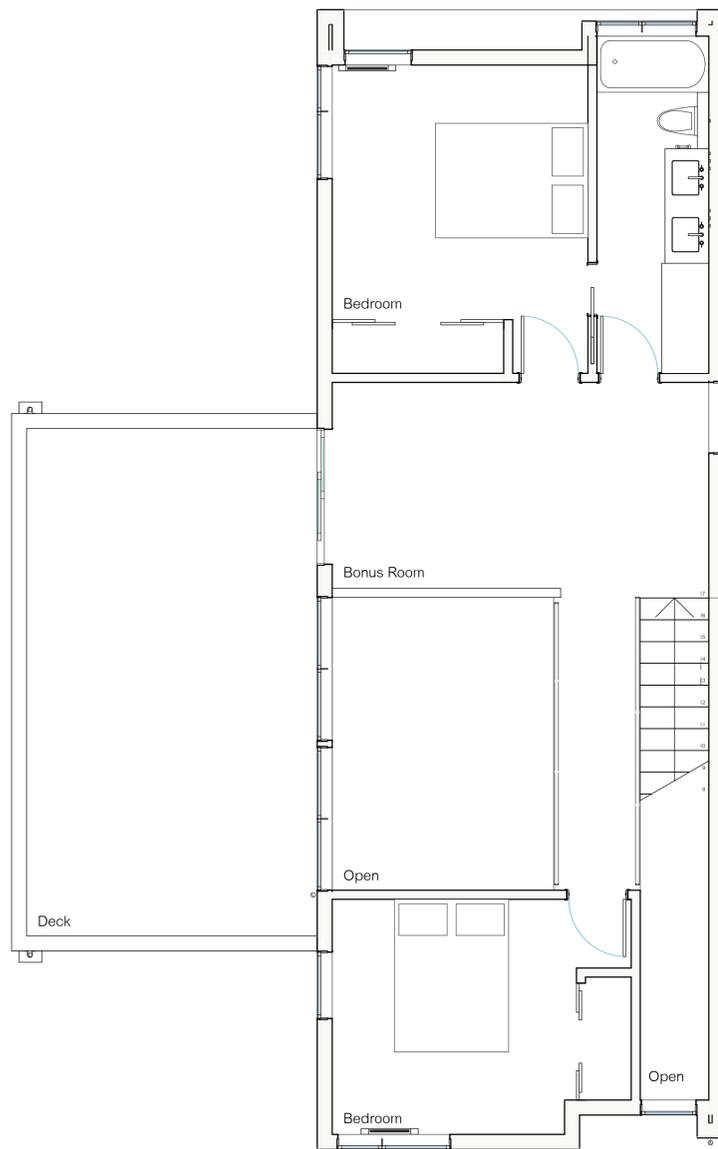
4



House IA-4 - Loft Plan

SCALE: 1/4" = 1'-0"

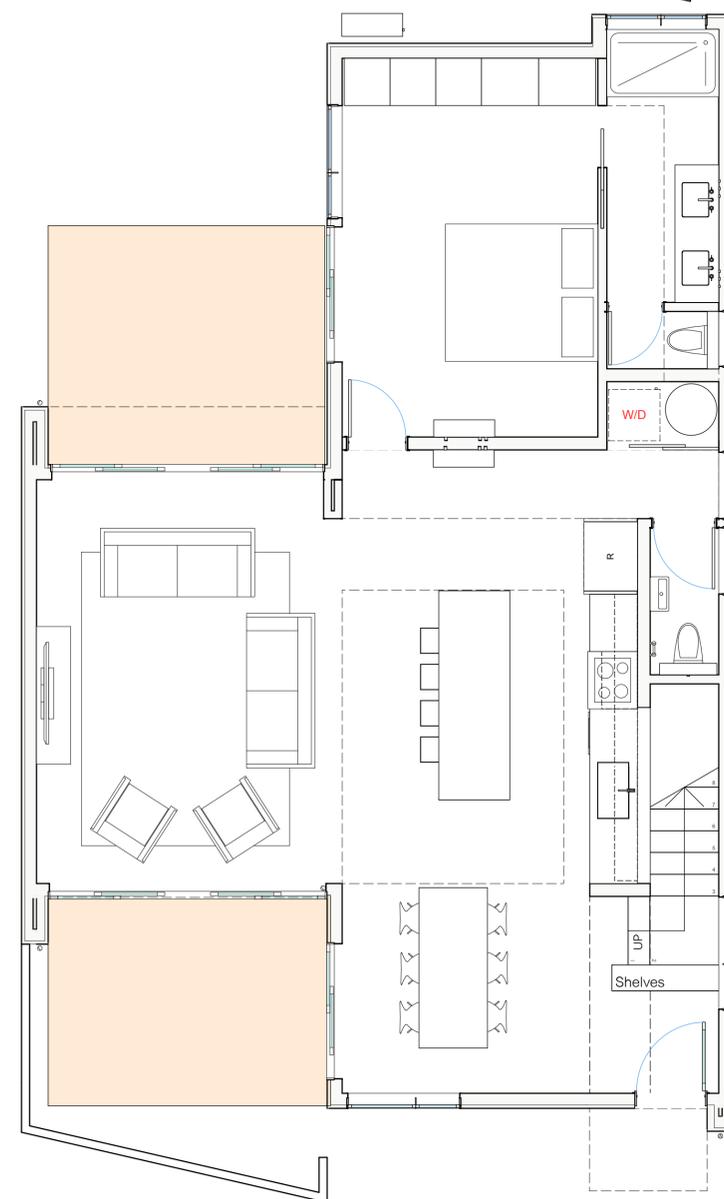
3



House IA-4 - Second Floor Plan

SCALE: 1/4" = 1'-0"

2



House IA-4 - First Floor Plan

SCALE: 1/4" = 1'-0"

1

Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

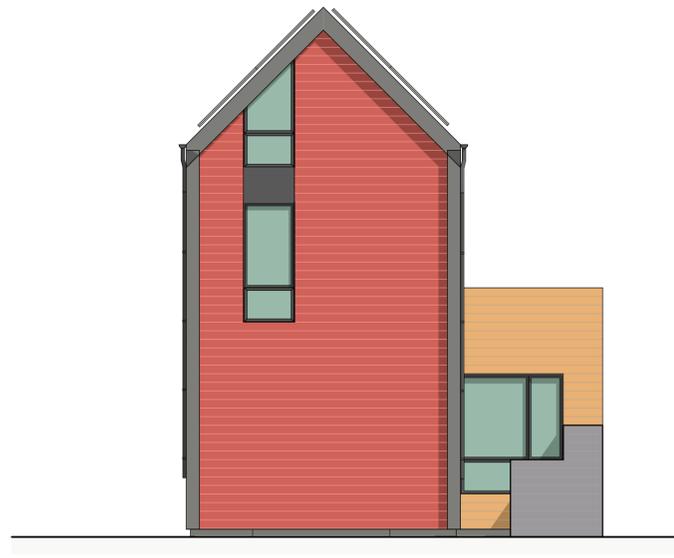
Revision	Date

DRB - updated
 House IA-4 Floor Plans
 1" = 40' UNO
 March 17, 2022

A-15

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N Elevation

SCALE: 3/16" = 1'-0"

6



W Elevation 2

SCALE: 3/16" = 1'-0"

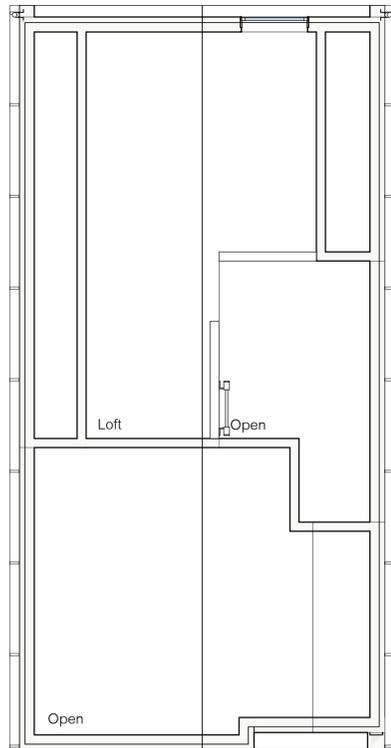
5



S Elevation

SCALE: 3/16" = 1'-0"

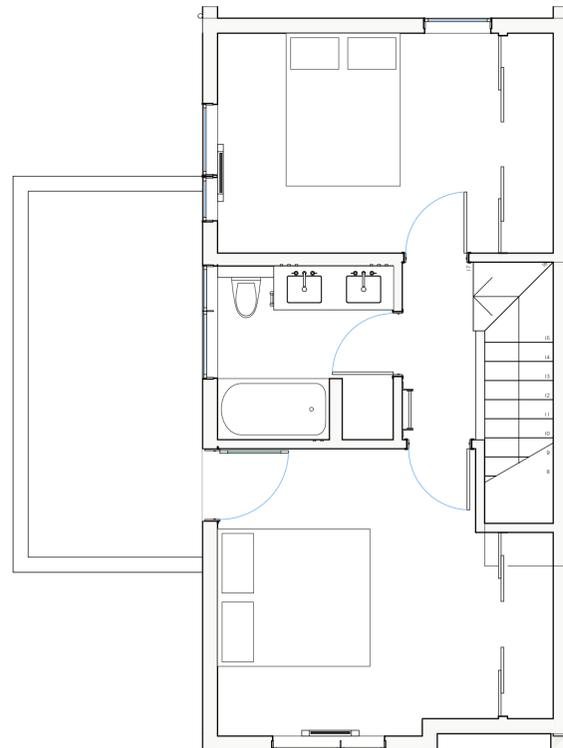
4



House 2 - Loft Plan

SCALE: 1/4" = 1'-0"

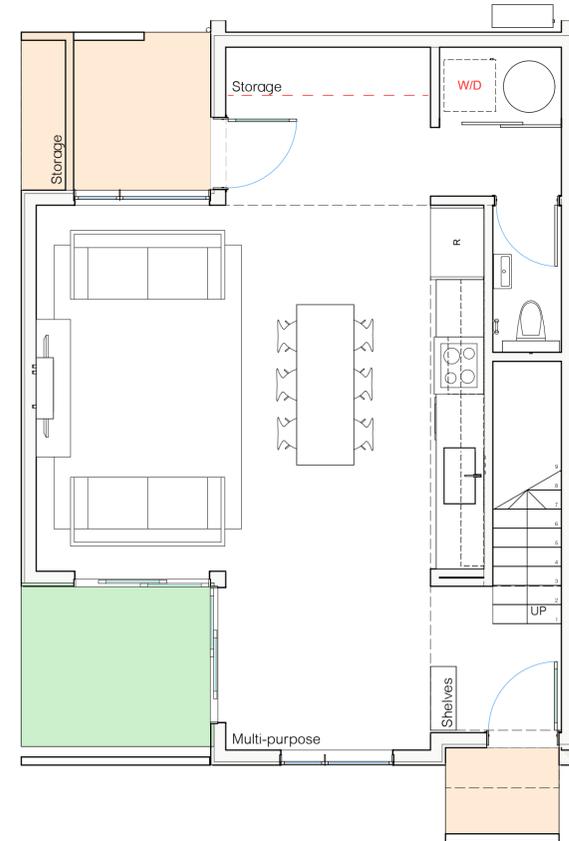
3



House 2 - Second Floor Plan

SCALE: 1/4" = 1'-0"

2



House 2 - First Floor Plan

SCALE: 1/4" = 1'-0"

1

Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 House 2 - Floor Plans
 1" = 40' UNO
 March 17, 2022

A-16



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Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
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Revision	Date

DRB - updated
 Street View
 1" = 40' UNO
 March 17, 2022

street view looking NE 1
 SCALE: 1" = 100'



Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 from SE
 1" = 40' UNO
 March 17, 2022

from SE 1
 SCALE: 1" = 100'





Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 from NW
 1" = 40' UNO
 March 17, 2022

from NW 1
 SCALE: 1:100

A-19





Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Micro-hood
 1" = 40' UNO
 March 17, 2022

Micro-hood - from west **1**
 SCALE: 1:103.03



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Adjustment to Subdivision
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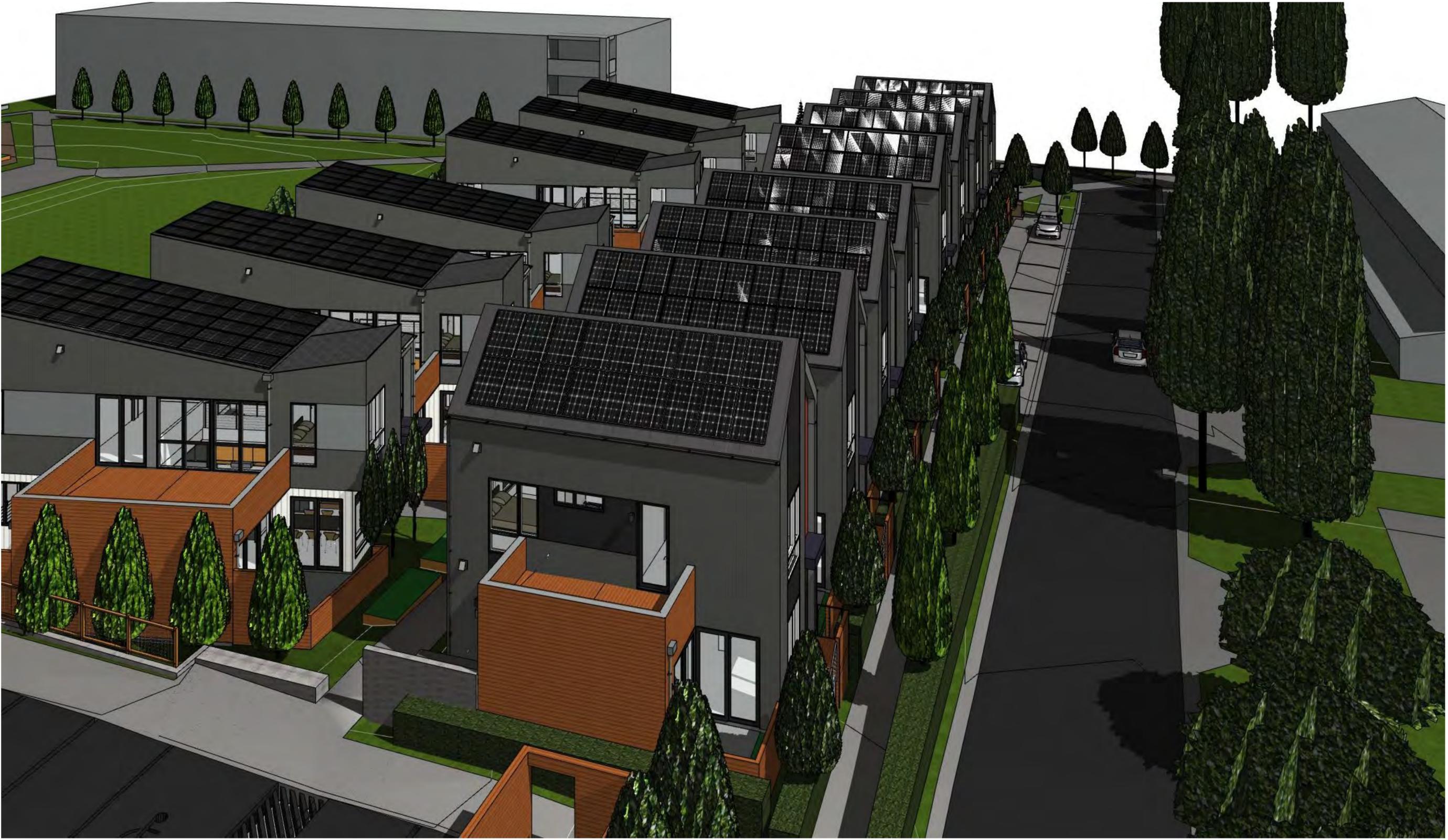
Revision	Date

DRB - updated
 Micro-hood 2
 1" = 40' UNO
 March 17, 2022

Micro-hood - from east

1

SCALE: 1:103.13



Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Sheperd - street view west
 above
 1" = 40' UNO
 March 17, 2022

Sheperd - street view west above 1



Adjustment to Subdivision
 Grow Community - Phase 2B (ALT)
 Bainbridge Island
 Washington 98110

Revision	Date

DRB - updated
 Sheperd - streetview east
 above
 1" = 40' UNO
 March 17, 2022

Sheperd - streetview east above



Ellen Fairleigh

From: PCD
Sent: Wednesday, November 17, 2021 7:44 AM
To: Ellen Fairleigh
Subject: FW: Hearing for PLN13551

From: Robert Abarbanel <bob.abarbanel@gmail.com>
Sent: Tuesday, November 16, 2021 12:28 PM
To: PCD <PCD@bainbridgewa.gov>
Subject: Re: Hearing for PLN13551

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

I am requesting a public hearing for **PLN13551**.

On Tue, Nov 16, 2021 at 10:13 AM PCD <PCD@bainbridgewa.gov> wrote:

Good Morning Ellen,

Can you please address these questions related to public hearing?

Thank you,

Marlene Schubert

From: Robert Abarbanel <bob.abarbanel@gmail.com>
Sent: Tuesday, November 16, 2021 9:57 AM
To: PCD <PCD@bainbridgewa.gov>
Subject: Hearing for PLN13551

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21 days after 12 Nov is 3 Dec. If we request a public hearing it could not be then before 24 Dec. Is that correct?

Since you wouldn't want a hearing *most likely* during Xmas/New_Years, I assume you won't schedule a hearing until some time in 2022. Is that correct?

May we tentatively arrange a hearing after 15 January?

--

Robert M. Abarbanel

bob.abarbanel@gmail.com

+1 206.499.1443

--

Robert M. Abarbanel

bob.abarbanel@gmail.com

+1 206.499.1443

Marlene Schubert

From: Fredric Hoffer <fhoffer@gmail.com>
Sent: Thursday, November 18, 2021 12:26 PM
To: PCD
Subject: PLN13551I FSUBA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

I would like to support the notice of application for alteration on Shepard way: Grow Community Phase 3.

I live in the 363 Ambrose Ln NW "Sage" condominium in Unit L206 which is one of three units closest to the proposed townhomes. Some of my neighbors are concerned that the traffic calming slow street alteration proposed may limit emergency vehicle access. I am a co-captain of our condo's Map Your Neighborhood emergency planning task force and a physician.

My personal opinion is that our neighborhood will be safer with the slow street proposal. We have had cars speeding through the turn from Shepard Way to Ambrose Ln and they have damaged the curb and the fence. Maintenance of the gardens east and west of Ambrose Ln at present is a perilous undertaking with cars rushing both ways on our narrow lane. Pedestrians, wheelchairs and strollers use this lane to cross an ADA access from the Grow Community to the Pavilion and Madison street beyond. Also pedestrians and bicycles use the historic trail from Shepard Way directly to Madison through the Madison Diner parking lot.

All traffic including emergency vehicles can pass through this slow street and corner both ways one at a time without any obstruction.

In my opinion, the slow street modification will bring back safety to the historic trail and the four year old ADA crossing by decreasing the volume and speed of travel through Ambrose Ln without inhibiting emergency access.

Fredric A Hoffer MD
mobile & text: 206-422-1331
363 Ambrose Ln NW #L206
Bainbridge Island, WA 98110
email: fhoffer@gmail.com

Marlene Schubert

From: Irvine Alpert <irvinealpert@gmail.com>
Sent: Friday, November 19, 2021 11:57 AM
To: PCD
Subject: Notice of application for alteration on Shepard way: Grow Community Phase 3

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We live at 363 Ambrose Lane in the Sage Building and are writing in support of the proposed alterations to Shepard Way. I write not only as a local citizen but also as a graduate of UC Berkeley's Department of City and Regional Planning. Having reviewed the proposed plan, it seems to me that the neighborhood would benefit from the changes to Shepard Way. One one hand we would benefit from the traffic calming effect especially as it relates to the transition from Shepard to Ambrose Lane. On the other hand, the plans point towards improved aesthetics. Seems like a true win-win.

Irv Alpert

Marlene Schubert

From: Errol Schmidt <errolrobin@msn.com>
Sent: Saturday, November 20, 2021 9:05 AM
To: PCD
Subject: PLN13551IFSUBA

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Hello,

I live in the Grow Community in the Lilac Townhomes and have a concern with the proposed Trillium home project, PLN13551IFSUBA. I don't like the idea of the narrowing of Shephard Way. I don't believe that making that a single will lane will allow for emergency vehicles, moving and delivery trucks. The corner where Shephard and Ambrose meet is a safety concern right now. I am against the narrowing of Shephard Way NW.

Thank you,
Robin Schmidt

Sent from [Mail](#) for Windows

Ellen Fairleigh

From: Roger Erickson <rericks@gmail.com>
Sent: Wednesday, November 24, 2021 11:57 AM
To: Ellen Fairleigh
Cc: Roger Erickson
Subject: Grow Community Phase 3 Application for Alteration of Subdivision/SEPA Addendum, Permit No. PLN135511 FSUBA SPRA

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Dear Ms. Fairleigh:

This pertains to the **Grow Community Phase 3 Application for Alteration of Subdivision/SEPA Addendum, Permit No. PLN135511 FSUBA SPRA**. My comments/questions/requests are as follows:

1. The Applicant's consideration or plan for accommodating **the parking needs of delivery vehicles, moving vans and other "larger" vehicles** servicing the Grow 2 Community is unclear. My observation is that such larger vehicles frequently park along the north side of Shepard Way near its intersection with Ambrose Lane when accessing of Grow 2 addresses or providing landscaping services to the common areas. Under the proposed alterations, such parking along Shepard Way appears no longer to be available.
2. No **hard surface walkway** extending southwesterly from the front entrance of the Grow Community Center to the reconfigured parking lot south of the Lilac Town Homes (*i.e.*, towards parcel 22) is shown on the Second Amendment Plat of Grow Community II, dated 06/02/2021 at p. 8. Additional information from the Applicant concerning inclusion vs. omission of a hard surface walkway along this route is requested.
3. The **width dimension(s)** of the regular parking spaces proposed for the reconfigured parking lot located south of Lilac Town Homes is requested.
4. Among the additional parking spaces proposed, fourteen(14) are designated to be reserved for use by Phase 3 residents and two (2) are designated guest spaces. Of these sixteen (16) spaces, **no wheelchair accessible parking space** is proposed. Query: does this meet all applicable ADA standards, state and local laws and regulations, and exemplify forward-thinking best planning practices for the Grow Community Phase 3 project?
5. Is provision is made for **electrical service to each of the 14 resident-designated reserved parking sites**? The documents in the file do not appear to have addressed this. Given the Grow Community's carefully promoted and valued image as an exemplary, environmentally-responsible community and the nation's emphasis on carbon emissions, prospective purchasers of Phase 3 residences will likely expect such provisions for recharging of battery-powered vehicles. Failure to provide such means of electrical access to each of the proposed reserved parking sites for Phase 3 residents' vehicles would be a serious flaw in the planning process and should be addressed and resolved prior to the final approval of the petition for site alterations. Private installations by owners of electrical service outlets to residents' parking sites following completion of the proposed Shepard Way and parking lot modifications would be inefficient, unnecessarily disruptive and, in all likelihood, prohibitively costly. The continually increasing demand for more "environmentally-friendly" personal passenger vehicles among Bainbridge Island residents, and among United States drivers in general, evidences well the need for such planning and provision.

Thank you for your assistance in assuring the consideration of these questions and concerns.

Yours sincerely,

Roger Erickson
Grow Community Resident

Marlene Schubert

From: Jon Burch <jonhb82@gmail.com>
Sent: Saturday, November 27, 2021 3:02 PM
To: PCD
Subject: PLN13551| FSUBA

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Good afternoon,

I am writing to you in regard to PLN13551| FSUBA. I was reviewing the traffic pattern and have a number of concerns/questions:

1. Has the city taken into consideration a potential emergency situation in either the new development or existing Winslow Park Condominiums that may be exacerbated with only a single lane road?
2. Has the city taken into consideration traffic stoppage due to moving/trash/recycling trucks utilizing this single lane.
3. Is it the city's intention to maintain the space between the new sidewalk and property line of Winslow Park Condominiums?
4. If the answer to #3 is, yes, how much tax money has the city authorized to be allocated annually to accomplish this?
5. If the answer to #3 is, no, is it the intention of the city to increase the property of Winslow Park Condominiums to maintain this land?
6. If the answer to #5 is, no, is it the intention of the city to mandate that Winslow Park Condominiums maintain the land?
7. If the answer to #6 is, yes, is it the intention of the city to reduce the tax burden on Winslow Park Condominiums to maintain city land?

Given all of these unanswered questions and safety risk of the proposed traffic route I do not believe this project is advisable. Maintaining a two lane road would be the far safer and less costly decision.

Very Respectfully,

Jon Burch

Cell Phone: 480 612 5110

Drill Phone: 360 396 4725

Navy Email: jonathan.burch@navy.mil

Marlene Schubert

From: Robert Abarbanel <bob.abarbanel@gmail.com>
Sent: Sunday, November 28, 2021 3:51 PM
To: PCD
Cc: Mary Elisabeth Abarbanel
Subject: Proposal PLN135511 FSUBA

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We are residents of 363 Ambrose Ln near the corner of Ambrose Ln NW and Shepard Way.

The proposed project, **PLN135511 FSUBA** plans to modify Shepard Way.

The proposed change to Shepard Way will require a deviation from accepted road standards approved by Public Works. The proposed change to Shepard Way is included as part of the project description for the land use currently under review (PLN135511 FSUBA SPRA). The applicant has also applied for a grade and fill permit under City file no. [BLD25975 R-GAF](#).

We object to this proposal for several reasons:

1) **Traffic flow.** As can be seen in the architect's drawing *enclosed*, cars entering the narrow lane will be far apart and unable to communicate with each other.

]

There is no way for a driver of a car entering on Shepard to negotiate with a driver on Ambrose at the turn. The site line on the drawing is far long and the diagram shows it blocked by a tree. In any case, the distance is too far for reasonable safety. Which car will use the single lane first cannot be determined. They are simply too far apart. This will lead to cars having to back up, and can be unsafe if the driver is in a hurry, or fails to see pedestrians.

2) The Shepard/Ambrose intersection is **already too busy**. The enclosed drawing shows four cars at the end of Ambrose. This is typical. If we further restrict Shepard there things can only get worse. Almost every day, at any point, there are several trash, recycling, furniture or appliance deliveries, repair or service vehicles of all kinds, UPS and Amazon trucks, and the Access bus, not to mention frequent parking by day care parents for the adjacent facility, picking up and dropping off children. The existing guest parking at that intersection is often full; so trucks often just stop, and then are partially blocking Shepard. With a single lane, they will simply block the street completely.

3) **Emergency vehicles** will have a tough time when they need access to Ambrose from Shepard, or from Shepherd to Ambrose. Ambrose is narrow, especially where it sharply turns midway between Wyatt and Shepard. Today, before any changes, emergency vehicles face challenges at this location with the narrow corner, the already parked cars, and previously mentioned congestion. Narrowing Shepard will further restrict Fire and ambulance access to both *residents in Grow and along Shepard*, including those the new development.

4) **Parking** for the new development appears to be a significant issue. They will need at least 12 parking slots including at least 1 handicapped slot. And they need additional slots for service and other vehicles. In order to achieve this the design adds 4-5 spots right on the proposed narrow section of Shepard.

Additional residents with cars on the Grow 3 development will **add further stress** to this already narrow passageway. In fact, these residents will not be able in most cases to park near their own houses, so deliveries will likely increase further adding vehicles to Shepard way. We also feel that the allotted guest parking for the new residences is inadequate and unrealistic.

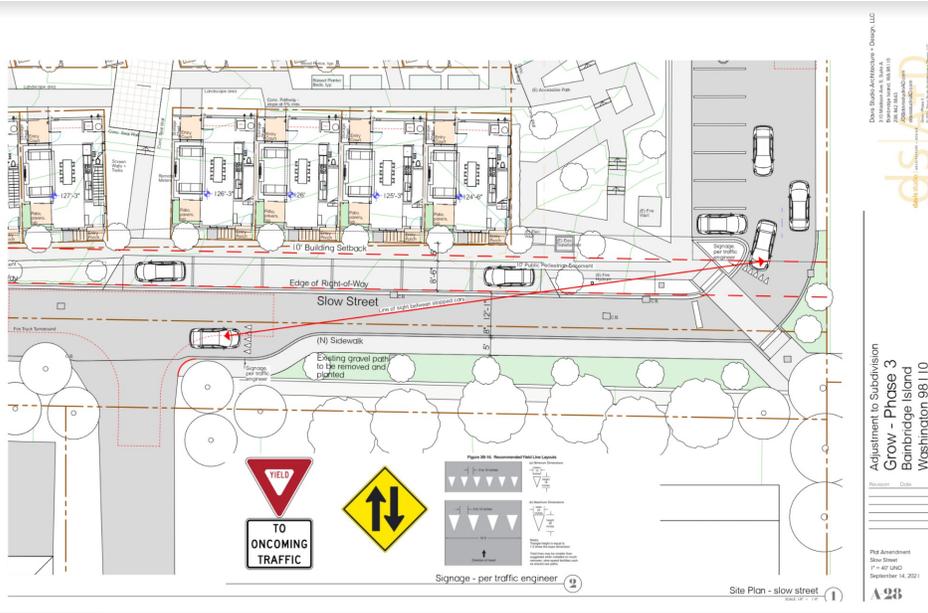
This introduces additional issues for that single lane since cars have to parallel park. Those drivers will impede traffic in both directions and the cars may find they are running into each other if 2 people are parking and leaving parking at the same time.

Additional residences will add additional vehicles to the already packed lots at both ends of the development. These two non-resident lots usually both have 4 to 5 vehicles in them during the day and often a total of 4 at night as well.

We believe that community safety is more at risk if the street is narrowed to one lane, than if it left as is.

Thank you for your consideration.

Mary Beth Abarbanel
Robert M. Abarbanel, MD, PhD
363 Ambrose Ln NW Unit L-105, Bainbridge Island, WA 98110
206.499.1443



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Robert M. Abarbanel
bob.abarbanel@gmail.com
+1 206.499.1443

Marlene Schubert

From: Bobbie Burkholder <bobbiesoutoftown@gmail.com>
Sent: Sunday, November 28, 2021 5:42 PM
To: PCD
Cc: Dana At Winslow Park; Linda Blanchard
Subject: Permit#PLN13551 FSUBAI SPRA

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Dear Ms. Fairleigh:

Regarding proposed Grow Community Phase 3, alteration to Shepard Way NW:

I have lived in the Winslow neighborhood for over 35 years and currently reside at Winslow Park on Shepard Way. I want to say here that I applaud the City's traffic projects up to the proposed reduction of Shepard Way NW.

The legacy arterial between Wyatt Way and Shepard Way, called Government Way, was a proper 2-lane access. This was reduced to an "alley"-type passage to the east side of the GV property (Ambrose) when Grow Village Phase 2 was completed. Now, a further reduction of access is proposed. This proposal is made despite the Phase 2 increase in traffic. The additional Phase 3 traffic increase to the neighborhood would be unacceptable with the presented configuration.

Questions:

What is the height of the proposed Phase 3 housing above original, existing grade?

Who in BI emergency services weighs in on this proposal?

What is the justification for reconfiguring the pedestrian right of way from along Shepard to Madison Ave.?

The Grow Village Phase 3 plan does not accommodate the current neighborhood traffic or the additional traffic generated by 14 proposed single family units. Our daily traffic includes- delivery vehicles, moving vans, garbage trucks, service equipment, cars, bikes and pedestrians, the smooth flow of which is restricted in this proposal. Further, this proposal does not encourage "traffic calming". Reducing a portion of Shepard to 1 lane is called a bottleneck and would result in traffic stress.

I am currently against this proposal and would like to attend a hearing on this matter.

Respectfully yours,

Bobbie Burkholder
206.866.8967
bobbiesoutoftown@gmail.com

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Tuesday, November 30, 2021 9:49 AM
To: Ellen Fairleigh
Subject: Grow Community Phase 3
Attachments: Memorandum in Opposition to.docx

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Dear Ms. Fairleigh:

I live in the Grow II Community, and I have the right to vote as a member of the Grow II Neighborhood Association (the "Association"). The amendment to the Grow II CC&R's upon which this Application depends recites that 67% of the members of the Association have consented to the amendment, but no consents have been requested or obtained from the members. Consent of 67% of the members is required for the modification of the CC&R's needed for this project to proceed.

I request that this Application be suspended, pending consent of 67% of the members and correction of the records of Kitsap County.

I further request that I be allowed to submit the attached memorandum detailing this issue for inclusion in the record of this proceeding.

Respectfully yours,

Henry J. Mohrman, Jr.

**Memorandum in Opposition to
Application for Alteration of Subdivision/SEPA Addendum
Permit Number: PLN13551I FSUBA
SPRA
Project Name: Grow Community Phase 3**

This opposition is filed before the City of Bainbridge Island, Department of Planning & Community Development (the “City”), with respect to the above referenced application for Alteration of Subdivision/SEPA Addendum, Permit Number PLN13551I FSUBA, SPRA relating to the Grow Community Phase 3 (the “Application”).

I respectfully request that the Application be suspended pending consent of 67% of the members of the Grow II Neighborhood Association (the “Association”) for the reasons stated below.

1. My name is Henry J. Mohrman, Jr. I reside at and own with my wife in community Unit L-304 of the Sage Condominium, 363 Ambrose Lane NW, Bainbridge Island, Washington 98110. The Sage Condominium is part of the Grow Community II. Accordingly, I have standing to bring this opposition to the City.
2. I have the right to vote on matters presented to the members of the Association under Section 4.5 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Grow Community II, filed June 18, 2015 in Kitsap County (the “CC&R’s”).
3. The Application is predicated on Amendment No. 7 to the CC&R’s (“Amendment No. 7), dated April 29, 2021, purporting to “change the unbuilt portion of Phase 2 of Grow Community II”, which amendment required the approval of 67% of the votes in the Association under Section 15.3 and Section 15.5 of the CC&R’s.
4. As an owner and voter in the Association, I am materially and adversely affected by the alteration of the subdivision, by the following elements, and others not yet identified. First, the alteration rescinds the dedication of a 10-foot right of way to Shepard Way NW, which expanded Shepard Way to its current width, necessary for traffic flow in and out of the Grow II community and access to the development by emergency vehicles. Second, the alteration rescinds the 10-foot public pedestrian easement adjacent to the right of way, necessary for safe pedestrian passage through the Grow II property along Shepard Way. I use Shepard Way for ingress and egress from my property in the Sage Condominium, and I use the path along Shepard Way to walk in the neighborhood.

5. Amendment No. 7 recites in its preamble that it is “approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association . . . “

6. No vote of the owners of the Association was ever held.

7. No consent of the owners of the Association was ever requested.

8. No consent of 67% of the votes in the Association was ever tallied.

9. I was never asked to participate in an election to vote on the Amendment, nor asked to consent to the Amendment. I have not consented to the Amendment.

10. The opinions of counsel for the project submitted to the City on July 8, 2021 and October 27, 2021 do not recite the fact that no consent was obtained, nor claim that the recitation in Amendment No. 7 was unnecessary.

11. Neither counsel for the project nor counsel for the City has suggested that Amendment No, 7 be corrected in the records of Kitsap County to reflect the fact that no consent was obtained.

12. This defect in the Amendment taints each and every submission to the City from Bainbridge Community Development LLC and Bainbridge 14 LLC. In particular, Bainbridge 14 LLC has no standing to make submissions to the City, because its purported interest in the subdivision depends upon the defective Amendment.

13. This Application should be suspended until the necessary consent of 67% of the votes in the Association has been obtained.

Respectfully submitted,

Henry J. Mohrman, Jr.

363 Ambrose Lane NW
Unit L-304
Bainbridge Island, WA 98110

Marlene Schubert

From: Sherry Burke <sherryeburke@gmail.com>
Sent: Wednesday, December 1, 2021 2:19 PM
To: PCD
Subject: Grow Community Phase 3 PLN13551 FSUBA PLN13551 SPRA

I am resident of the Grow Community residing at 417 Ambrose Ln. I strongly object to the slow street design on Shepard. I feel it will have a negative impact on the residents that use Ambrose LN for ingress/egress, especially at the corner of Shepard and Ambrose. I do not see the point of having a "slow street" on less than half the length of Shepard. The distance involved is too short to have much of an impact on slowing traffic, as soon as non residents turn on to Ambrose they will speed up to Madison, as is done now. I would suggest a few speed bumps on Shepard would dramatically slow the traffic, yet still allow for large vehicles, trucks, waste management, etc to continue to make the turn at Ambrose and Shepard. I also would look into the feasibility of a sidewalk, yet keep the road as is.

Sherry Burke

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Marlene Schubert

From: Dana Amore <winslowpark249@gmail.com>
Sent: Wednesday, December 1, 2021 2:40 PM
To: PCD
Subject: PLN135511 FSUBA

To whom it may concern,

I am an owner at Winslow Park Condominiums. There are 38 units at Winslow Park that use Shepard Way. Typically, about 1/3 of our units are rented with turnover and yearly moving truck traffic. The traffic lane adjustment as proposed at Shepard Way, Grow Phase 3 has a high likelihood to be a traffic problem for Winslow Park Condos as cars could back up and block the entrance to our complex. I was out of town for the holidays and the review period appears to be ill timed for maximum neighbor input.

Was a traffic study conducted? Is the study available to the public?

When will there be an opportunity to hear from the developer and city on what is proposed and if there will be any community input review?

Thank you,

Dana Amore

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Marlene Schubert

From: Marja Williams <marja@urbanoranje.com>
Sent: Thursday, December 2, 2021 10:13 AM
To: PCD
Subject: Grow Phase 3 Comment PLN135511I FSUBA

I am writing to comment on the Grow Phase 3 (PLN135511I FSUBA) proposal. Specifically, I would like to advocate for the proposed modifications to Shepard Way at the southeast corner of the site.

I walk from my home at Grow Community to town 2-3 times per day and use the trail across Shepard at that corner each time. This is the main walking route to town for all 250+ people living in my neighborhood and it is heavily traveled at all times of the day. Pedestrians must cross the street, in conflict with automobiles using Shepard as a through-street to travel north to Wyatt Way. Often, drivers are not aware of pedestrians and do not slow as they turn the corner to head north. This can be dangerous to pedestrians, especially now in the late afternoon/evening as it is quite dark throughout the winter.

With the high volume of pedestrians crossing Shepard at the turn, and with new homes proposed along Shepard, I would highly recommend traffic calming measures as proposed by this application to ensure safe pedestrian crossing.

Regards,
Marja Williams
437 Seed Path NW
Bainbridge Island

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Marlene Schubert

From: Jim Stearns <jimstearns206@gmail.com>
Sent: Thursday, December 2, 2021 1:23 PM
To: PCD
Subject: Grow Community Phase 3 Permit No. PLN135511 FSUBA SPRA

To: Ellen Fairleigh, COBI Planning and Community Dev <pcd@bainbridgewa.gov>

Dear Ms. Fairleigh:

My comments center around non-resident motor vehicle access to Grow Phase 3.

Not just Grow 3, but also motor vehicle access to nearby portions of Grow Phase 2, in particular:

- the existing "Lilac" building immediately to the north of Grow 3's motor vehicle area, and
- the existing Hart Community Center (Building 32 on Tract C of the Plat Map)

Context:

- There currently is a motor vehicle surface area to the east of the proposed Grow 3 units, at the corner of Ambrose and Shepard, consisting of 7 parking spaces, including 1 ADA. The spaces are designated as Guest Spaces. This plan proposes no changes to this area.
- There currently is a motor vehicle surface area to the west of the proposed Grow 3 units, with 8 spaces, including 1 ADA. All are currently designated as Guest Spaces, and under this plan, will continue to be so designated.
- Under the proposed plan, 10 spaces will be added to this "Grow 3 Motor Vehicle Area" on the west: 8 for Resident Spaces and 2 for Guest Spaces.
- This plan proposes to convert Shepard Way to one lane and to build 6 parking spaces on the northern side of this single lane. All would be dedicated to Grow 3 Resident Spaces.
- The last two points are summarized in this Parking Analysis table copied from Page 12 of the Project Analysis [1]:

Proposed - Phase 3

Building / Parking area	No. of Units	Resident Spaces	Guest Spaces
Phase 3 - proposed			
Single Family Townhouses	14		
Surface Parking - west		8 (N)	2 (N)
Surface Parking - east			
Street Parking - Shepard		6 (N)	
	Units	Resident Spaces	Guest Spaces
Total - Phase 3	14	14	2

("Surface Parking - west" == "Grow 3 Motor Vehicle Area")

Comments:

1. The Shepard Way spaces are "Resident Spaces", which I understand to mean reserved for residents and not available for general public use.
2. The plan uses the term "Guest Spaces". It is true as far as it goes but fails to encompass all the uses for these spaces beyond guests: fire department emergency access, deliveries, contractors, service providers, and move-in/move-out vehicles. A better term is "Multi-Purpose Spaces".
3. This plan adds only two new Multi-Purpose Spaces to accommodate all non-resident motor vehicle uses that these 14 units will require (see table above).
4. I note that the "Fire Dept Review" Approval Step is not yet completed. The Fire Department's requirements may have impacts:

1. It is likely that the Grow 3 Motor Vehicle Area will be required for emergency vehicle access not only for Grow 3 but also for the southern portion of the Grow 2 Lilac townhomes.
2. Will the Fire Department require a dedicated space for fire access only? And a space for emergency vehicle turnaround? These were accommodations made in the motor vehicle area for Grow 1.
3. One note in passing: It is also possible that the Fire Department will insist that this Grow 3 motor vehicle area be named in order to facilitate identification in the event of an emergency.
5. It appears that minimal accommodation is made for parking for non-resident attendees at the Hart Community Center.
 1. In earlier plats, a pathway was shown leading from the Grow 3 Motor Vehicle Area to the Community Center. That pathway no longer appears in the proposed plat.
 2. And even if there were a pathway, eight multi-purpose spaces seem inadequate for a center with a capacity over 100; adding two spaces is a minor improvement.
 3. It may very well be that the City of Bainbridge Island does not require parking for this purpose - that the community center is intended primarily for nearby, walk-in attendees. That may be a reasonable specification, but if so, that non-requirement should be made explicit.
 4. The Grow 3 Motor Vehicle Area is the last opportunity to address non-resident access by motor vehicle to the Hart Community Center.
6. The Parking Analysis on Page 12 of the Project Analysis [1] uses the metric of "Spaces per Unit – including Guest".
 1. A better metric would be to take the resident spaces out of the equation and to measure the demand on multi-purpose spaces by calculating Residential Units per Multi-Purpose (Guest) Space.
 2. I reverse the numerator and denominator so that a larger number indicates greater demand on each multi-purpose space.
 3. When this metric is applied to the parking analysis:

Grow Phase	Units	Multi-Purpose (Guest) Spaces	Units/MP-Space
Phase 2 as-built – to date	77	37	2.1
Phase 3 proposed	14	2	7
Total	91	39	2.3

In conclusion, I raise the concern that the current plan does not provide enough multi-purpose motor vehicle spaces to support the 14 residential units proposed for Grow 3.

Jim Stearns
 464 Seed Path NW (Grow 1)
 Bainbridge Island, WA 98110
jimstearns206@gmail.com

Reference:

[1] 13551I FSUBA SPRA Grow Community II - Project Analysis for Second Plat Amendment - FINAL 060221, Page 12

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Marlene Schubert

From: Demi Allen <allendbi@comcast.net>
Sent: Thursday, December 2, 2021 1:49 PM
To: PCD
Subject: Grow Community Phase 3 and "Slow Street" section on Shepard Way (Project: PLN135511 FSUBA)

Attn: Ellen Fairleigh, Planner

I am a resident of Grow Community, and my address is 368 Wills Lane NW. I was a member of the City's Multimodal Transportation Advisory Committee from 2013-2019. (I am also the President of Squeaky Wheels, the Bainbridge Island bike advocacy group, but I am writing these comments in my individual capacity, not on behalf of the organization).

I write to express my support for the Grow Community Phase 3 project, and in particular the "Slow Street" aspect of the design at the east end of Shepard Way. Innovative traffic calming designs are often subject to attack because they are different from what people (especially people in the United States) are used to, but I believe we should use more approaches like this to slow car speeds and make conditions in residential areas better for people walking and biking. Focusing solely on whether cars can move unimpeded through an area is thinking we need to leave behind, in my opinion.

The Ambrose Lane/Shepard Way corner is a low-volume, low speed street, and while the addition of 14 residential units will modestly increase the traffic in the vicinity of the project, the revised project design will have less impact than the original plan to build 22 units. To the extent there are any concerns about high-speed travel through this area, the Slow Street design will help moderate that, though the existing 90-degree turn already requires drivers to slow significantly to pass through the area. I do think clear signage will be necessary to help users get accustomed to the Slow Street section and use it as intended, and I do not think the proposed signage will be adequate – a sign that clearly says "Approaching one-lane road section – yield to oncoming traffic" or messaging to that effect will put users on clear notice that they are entering an area where special care must be taken. With adequate, clear signage, I believe users will be able to navigate this area without significant conflict.

One other comment regarding the overall project is that I hope at least one guest parking space in the parking lot to the west of the new residences will be provisioned for power to enable the placement of an EV charger for a shared electric vehicle. At a minimum, this would mean running conduit from a power source with a community meter to the guest parking space. This would enable an electrician to easily provide power to an EV charging station in the future if a viable shared electric vehicle arrangement for Grow Community (and perhaps other area residents) can be arranged. A shared EV arrangement would help mitigate any concerns regarding limited parking spaces.

Thanks for considering my comments, and feel free to reach out to me if you need anything further.

Sincerely,

Demi Allen

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Marlene Schubert

From: Linda Packard <Laughingcamel@msn.com>
Sent: Thursday, December 2, 2021 9:52 PM
To: PCD
Subject: Re Grow Community Proposal: PLN13551I FSUBA

The serious concerns I have about the Grow Community's Proposal (PLN3551I FSUBA) for Shepard Way NW are:

1. The Shepard Way NW restriction from two-lanes to one-lane is dangerous and will affect the access of emergency vehicles, garbage vehicles, delivery and other large vehicles, such as moving vans, for not only the Grow Community and the Winslow Park Condo Complex but the rest of the neighborhood along Shepard Way NW.
2. The increased traffic along Shepard Way NW will be created by the increased population of the Grow Community's proposed single-family dwellings and 1 tract building. Restricting Shepard Way NW to one-lane will only increase the problems already created by the Grow Community along the east side of the Grow condo complex. By narrowing what used to be the two-lane John Adams Lane, connecting Shepard Way NW to Wyatt Way. John Adams Lane was narrowed to alley width and renamed Ambrose Lane NW.

The 90° turn where Shepard Way NW turns onto Ambrose Lane already is a problem. When there's a delivery van or window washing or construction repairs along Ambrose Lane, drivers don't know about the blockage to Wyatt Way until they get to Ambrose Lane's dogleg between buildings and entrance to the parking garage. The access problems will increase with increased traffic and the restrictions proposed for Shepard Way NW.

3. The proposed stop sign at the Winslow Park entrance would create another congested spot along a one-lane street.
4. Why would the Grow Community proposal restrict the Winslow Park side of Shepard Way NW? Can they legally restrict an area that is not part of their property?
5. It makes more sense to leave Shepard Way NW as a two-lane street and for the Grow Community to develop space for parking on the Grow Community property.
6. What are the heights of the proposed Grow single-family housing and the 1-tract building? Is any additional street lighting proposed for along the area of Shepard Way NW in question?
7. Shepard Way NW is also a pedestrian and commuter path link to Wyatt Way and Madison Avenue N. The path link would be adversely affected by the Grow Community's proposal. With more traffic it would be more difficult and dangerous for pedestrian and bike traffic to use Shepard Way NW.

Shepard Way NW is already a slow street! There is no need to make navigation through this area more difficult and hazardous for the residents.

Thank you,

L. M. Packard
255 Shepard Way NW
Bainbridge Island, WA
206 324 1516

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Marlene Schubert

From: philippe boucher <philippeboucher2@gmail.com>
Sent: Friday, December 3, 2021 9:52 AM
To: PCD
Subject: request for public hearing for Grow Community Phase 3

This email is to request a public hearing about the project on Shepard Way named [Grow Community Phase 3](#). At this point it's hard to figure out the impact of the 14 family units now planned and more details are needed. How different is this variant from the initial project?

Thank you
Philippe Boucher
The Olympian
370 Grow Avenue
Apt B12
Bainbridge Island
WA 98110

Not so far away neighbor but we did not receive any mail about it.

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Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Friday, December 3, 2021 12:27 PM
To: Ellen Fairleigh
Subject: Re: Grow Community Phase 3

Dear Ellen,

The correct citation to the Declaraton is Section 15.2 not Section 5.2. I regret this typographical error.

Thank you again for your assistance.

Sincerely,

Henry

Le ven. 3 déc. 2021 à 12:06, Henry Mohrman <hjmohrman@gmail.com> a écrit :

Dear Ellen:

I am forwarding to you a copy of the minutes of the Grow II Neighborhood Association (the "Association") meeting held on June 22, 2021, for inclusion in the record of this proceeding. A portion of the minutes addressed Amendment 7 to the Declaration, an important document in this proceeding. That portion recites:

"An error was noted in the amendment reading that 67% of owners consented. This is inaccurate as the amendment does not require owner consent. Joie Olsen confirmed that the attorney is aware of the error and is correcting it."

That was in June. It is now December, and no correction of the error has been filed with the City, nor has an opinion of counsel for the owner been filed with the City stating that the rescission of the dedication of a 10-foot right of way to Shepard Way NW and the 10-foot public pedestrian easement have "no material adverse effect up on (sic) any substantive rights of any Owner and does not adversely affect the title to any Lot or Condominium Unit . . ." as required by Section 5.2 of the Declaration, in order to amend the Declaration without the consent of 67% of the owners.

These minutes confirm that this proceeding should be suspended until the corrected Amendment 7 is filed and recorded in Kitsap County as well as in this proceeding, and the necessary opinion of counsel is filed in this proceeding.

With the record corrected, as I have requested, the City can take up the question whether the project should proceed absent the consent of 67% of the owners in the Association.

I contend that the proposed changes to Shepard Way and the public pedestrian easement do materially adversely affect me and possibly other owners in the Association and the City. Accordingly, The City should not allow the project to proceed as it has been proposed.

Respectfully submitted,

Henry J. Mohrman, Jr.

Le mer. 1 déc. 2021 à 11:35, Henry Mohrman <hjmohrman@gmail.com> a écrit :

Dear Ellen,

Thank you very much for your help.

Sincerely,

Henry

On Wed, Dec 1, 2021 at 8:42 AM Ellen Fairleigh <efairleigh@bainbridgewa.gov> wrote:

Good morning Mr. Mohrman,

Yes, both the email and the memorandum were uploaded into the project file yesterday. They were uploaded as separate documents and be accessed via the online portal:

<https://ci-bainbridgeisland-wa.smartgovcommunity.com/PermittingPublic/PermitDetailPublic/Index/b2cc9150-7f1d-483c-a704-ad3d0165c2f0?conv=1>

Please click on the above link and scroll to the bottom of the page under the Notes heading. The public comments are being uploaded under the “Public Comment Attached” entry.

Thank you,

Ellen

From: Henry Mohrman <hjmohrman@gmail.com>

Sent: Tuesday, November 30, 2021 5:45 PM

To: Ellen Fairleigh <efairleigh@bainbridgewa.gov>

Subject: Re: Grow Community Phase 3

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Dear Ellen,

Thank you for including my email in the record of this project. We're you able to include my memorandum also?

If not, please tell me how I can file my memorandum in the record before the December 3 deadline for comments.

Thank you again for your assistance.

Sincerely,

Henry

On Tue, Nov 30, 2021 at 12:36 PM Ellen Fairleigh <efairleigh@bainbridgewa.gov> wrote:

Hello Mr. Mohrman,

Thank you for your email. Your comments have been received and uploaded into the project file.

Best,

Ellen

From: Henry Mohrman <hjmohrman@gmail.com>

Sent: Tuesday, November 30, 2021 9:49 AM

To: Ellen Fairleigh <efairleigh@bainbridgewa.gov>

Subject: Grow Community Phase 3

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Dear Ms. Fairleigh:

I live in the Grow II Community, and I have the right to vote as a member of the Grow II Neighborhood Association (the "Association"). The amendment to the Grow II CC&R's upon which this Application depends recites that 67% of the members of the Association have consented to the amendment, but no consents have been requested or obtained from the members. Consent of 67% of the members is required for the modification of the CC&R's needed for this project to proceed.

I request that this Application be suspended, pending consent of 67% of the members and correction of the records of Kitsap County.

I further request that I be allowed to submit the attached memorandum detailing this issue for inclusion in the record of this proceeding.

Respectfully yours,

Henry J. Mohrman, Jr.

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MINUTES

DATE: Tuesday, June 22, 2021 at 2:00 PM

VIRTUAL LINK: <https://zoom.us/j/97816907920>

AUDIO CALL IN: 1-253-215-8782

ACCESS CODE: 978 1690 7920

CALL THE MEETING TO ORDER: Meeting was called to order at 2:05 by Board Member Joie Olsen.

QUORUM: A quorum was not required. A total of 33 units were represented, which included 14 units held by the declarant.

PROOF OF NOTICE OF MEETING: Notice was sent to 60 units to all emails registered through electronic authorization, and 31 units by US Mail to their registered address.

BOARD OF DIRECTORS: Designated Manager Laura Harris reviewed the roles of the Declarant, Board of Directors, Committees, and Management.

Declarant – Bainbridge Island Holdings, John Ellis and Ed Ellis. Their role is to build the community, responsible for building community, establishing the governing documents (Plat Map, Articles of Incorporation, Declaration and House Rules and budget while under the transition period). The Declarant/developer is responsible for processing warranty concerns.

Board of Directors – The Declarant Board is made up of John Ellis, Ed Ellis and Joie Olsen. The Board is responsible for all decisions regarding the association including review and approval of administrative and financial reports, budgets, insurance policies, tax filings, audits, and general operations. They appoint and work with committees and direct management in the administration and maintenance of the community.

Committees – Committees are established by members appointed by the Board to perform responsibilities assigned by an approved charter. They are advisors, organizers, and overseers of their assignment. They provide information for budgeting, landscaping or other items. They do not have authority to engage in contracts, produce unapproved expenses, enforce governance, or direct management.

Management – Performs duties in accordance with their contract as an agent representing the Association. They conduct all financial and administrative duties and engage in maintenance and vendor management as directed by the Board. Management has no authority to make rules, enforce governance, engage vendors, or produce expenses unless directed or authorized by the Board.

AMENDMENT 7 TO DECLARATION – Laura reviewed Exhibit D of the Declaration which was amended and recorded in accordance with Section 15.2 of the Declaration for the purpose of reducing the number of Trillium units to be built within Phase 2, 'The Park', from 22 units to 14 units. This document was recorded on May 12, 2021 under recording number 202105120250 and is available for your download at www.propertygroup.net. An error was noted in the amendment reading that 67% of owners consented. This is inaccurate as the amendment does not require owner consent. Joie Olsen confirmed that the attorney is aware of the error and is correcting it. *Discussion was opened to attendees.*

ALLOCATIONS – Laura discussed changes to Exhibit D that reduced the number of built units in Trillium, and each units allocated percentage within Grow Community II Neighborhood, which resulted in a reallocation of assessments. *Discussion was opened to attendees.*

DISTRIBUTION OF GARAGE AND PODIUM EXPENSES – Within the new board approved budget adjustments have been made to expense distribution of the garage and podium for the Sage and Lilac who have taken over financial responsibility for their exclusive access. Therefore, the garage and podium expenses as stated in the new budget are allocated to owners within Salal, Juniper, Tsuga and Grow Townhomes for their joint use of the garage and podium. This results in the expenses being distributed among fewer owners and therefore increase assessments for these owners. *Discussion was opened to attendees.*

BUDGET RATIFICATION – The proposed budget was discussed to include the following points:

- The board of directors reviewed recommendations from **an ad hoc committee** and approved a budget that included their recommendations with minor adjustments to account for **an audit and reserve study** which was removed within the committees recommendations.
- This budget reflects a **reduction** in overall expenses of \$6,806.
- Common Operating and Garage Podium expense sections allocate a portion of their costs to the Community Center expenses to account for a portion of the related administration, garbage, recycling and water expenses. The Community Center expenses now include property tax and insurance which is exclusive to the Community Center.
- The Community Center expenses are shared at a rate of 32% with Grow Community I Neighborhood in accordance with their membership and as reflected on the Assessment Income.
- Sage and Lilac no longer benefit from Garage Podium maintenance and repairs so these costs are distributed among the rest of the owners.

ADJOURNMENT: Meeting adjourned at 3:25

Marlene Schubert

From: Virginia Walker <vthwalker77@hotmail.com>
Sent: Friday, December 3, 2021 6:27 PM
To: PCD
Subject: COMMENTS RE: GROW COMMUNITY PLN13551|FSUBA & PLN13551|SPRA

COMMENTS RE: GROW COMMUNITY PLN13551|FSUBA & PLN13551|SPRA

Heavily travelled by pedestrians throughout each and every day, Shepard Way NW is an important part of the downtown "trail system". Walkers are often families, walking abreast and in conversation, often two parents, one with a toddler to the side holding his/her parent's hand, with the other parent pushing a stroller with another child, as well as one of the parents holding a leash with the family dog yet further out to their side. Sometimes this sight is one parent and two children, other times it is two parents and one child. And yet other times, it is two parents and three children. And sometimes, it is numerous very young children from the child care center, out for a walk on this "trail". This sort of sight is frequently seen, particularly since the child care center is right there at the corner of Shepard Way and Ambrose. And this configuration of people, frequently seen, would be a pedestrian width/breadth of four+ people with a dog, all of which would be impossible for them to navigate should Shepard Way be narrowed. The sidewalk proposed would not even come close to providing safe passage for the current heavy usage.

Once a safe and calm pedestrian passageway on a designated "trail" by commuters, those enjoying a stroll, dog-walkers, children, shoppers, visitors, business owners and their employees, students and more, the Grow Community development manipulated the intended nature and use of Shepard Way NW to accommodate automobile traffic. This change, which occurred in approximately 2016, has caused a discouragement of pedestrian travel and subsequent harm to the peaceful enjoyment of the pedestrians of our small town and their participation in and contribution to local commerce. What was once an enjoyable "pedestrian trail" was paved over and made into a road to the code-required width in order to serve the automobiles owned by the residents of the then-new development.

To now request a narrowing of the "pedestrian trail" and even further change this heavily pedestrian traffic thru-way, is not only dangerous for pedestrians and automobiles, it is in opposition to encouraged pedestrian use. This proposal is a further manipulation over time of what is actually a heavily used "pedestrian trail" to accommodate the developer's interest in being able to provide street parking for high-density housing in lieu of and in exchange for pedestrian safety. This proposal is dangerous for a multitude of reasons, not only for pedestrians. For example, an emergency vehicle (for which the need will inevitably and eventually arise) will be unable to make passage on the narrowed roadway (which is actually meant for pedestrian use - not automobiles) and could very well cause loss of life due to lack of ability to make passage (or causes roadway blockage).

It appears that the reasoning behind this proposal to narrow our designated "pedestrian trail" into a single-lane two-way roadway to accommodate automobiles is an effort to allow for the construction of a higher number of units than was in the original plan - which can be interpreted as being driven by economics and profits rather than protecting the safety of our valued and encouraged pedestrian life and activity.

The narrowing of Shepard Way NW is dangerous and should not be allowed. It is unsafe for pedestrians, unsafe for automobiles and will ultimately cause harm or loss of life to someone in the future, and the City of Bainbridge Island will be held responsible, should the the City approve this proposal.

Thank you,
Virginia Walker
267 Shepard Way NW
Bainbridge Island, WA 98110
vthwalker77@hotmail.com

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Marlene Schubert

From: Bobbie Burkholder <bobbiesoutoftown@gmail.com>
Sent: Sunday, December 26, 2021 3:55 PM
To: Robert Abarbanel; Dana Amore; Virginia Walker; Linda Packard; jonhb82@gmail.com; heidi.davis1@gmail.com; Linda Blanchard; Karen Anderson; PCD
Subject: Permit#PLN13551 FSUBAI SPRA Grow Community, Phase 3
Attachments: PLN13551I%20FSUBA%20SPRA%20Grow%20Community%20Phase%203%20Notice%20of%20Application%20and%20SEPA%20Addendum%20renotice%2012.10.2021%20%281%29.pdf

Dear Ms. Fairleigh:

I am writing with reference to the updated, proposed;

- 14 two-story Grow Development units
- 6 added street parking spaces to the northeast end of Shepard Way NW
- narrowing of the east end of Shepard to one lane.

Before Grow development, some may remember that the community accessed Wyatt Way from Shepard via Government Way; a proper 2-lane street. This was removed by the Grow development and replaced with Ambrose, little more than an awkward alley.

I cannot see how the Winslow Park community can allow taking away 2-way flow at east the end of Shepard Way, particularly when considering the addition of 10 Grow Community street parking spaces on the east end of Shepard, plus the increased traffic of 14 proposed Grow Community single family structures on the east end of Shepard.

Access and egress from the 38 Winslow Park Condominiums households would become dangerous at worst, frustrating at best. Mail, garbage and other services and pedestrian use would be a nightmare. See pdf attached for Winslow Park drive location for reference.

I would like to hear what fire and ambulance thinks of this access restriction. I would also like to hear if there is any plan for street lighting at the end of Shepard. The corner of Shepard and Ambrose is extremely dark at night for cars, bikers and pedestrians to negotiate, and that is with two lanes. It would be an even worse situation if the travel area is reduced to a visually negotiated 12' lane.

Please let me know if you are aware of any additional planning information releases or meeting dates. I believe the comment period now has been extended to 21 days from Dec.10th.

Best and happiest holidays,

Bobbie Burkholder
bobbiesoutoftown@gmail.com

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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

*Northwest Regional Office • PO Box 330316 • Shoreline, Washington 98133-9716 • (206) 594-0000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341*

December 30, 2021

Ellen Fairleigh, Planner
Planning & Community Development
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110

Re: Grow Community- Phase 3
File# PLN13551I FSUBA/SPRA, Ecology SEPA# 202106399

Dear Ellen Fairleigh:

Thank you for the opportunity to provide comments on the State Environmental Policy Act (SEPA) mitigated optional determination of nonsignificance (ODNS-M) for the Grow Community- Phase 3 project. Based on review of the checklist associated with this project, the Department of Ecology (Ecology) has the following comments:

The Grow Community Building H Site (Facility Site ID No.: 7815; Cleanup Site ID No.: 13165) located at 310 Shepard Way NW on Bainbridge Island is located on the property proposed for development. A leaking Heating Oil Tank was discovered with concentrations of petroleum products in the soil at confirmed concentrations above the Model Toxics Control Act (MTCA) cleanup levels. The contaminants were remediated below cleanup levels and a "No Further Action" issued in December 2016. If additional Underground Storage Tanks (USTs) are encountered during construction of the project, they must be decommissioned in accordance with local fire department regulations. In addition, if soil or groundwater contamination is encountered during UST decommissioning, the contamination must be characterized and cleaned up in accordance with Ecology regulations (WAC 173-340). If a release is encountered, it may be reported via Ecology's [website form](#). For more information, please visit Ecology's website: [Report a spill - Washington State Department of Ecology](#).

Thank you for considering these comments from Ecology. If you have any questions or would like to respond to these comments, please contact Kim Smith from the Toxics Cleanup Program at (425) 200-2834 or by email at kim.smith@ecy.wa.gov.

Ellen Fairleigh
December 30, 2021
Page 2

Sincerely,

Kelli Sheldon

Kelli Sheldon
SEPA Coordinator

Sent by email: Ellen Fairleigh, pcd@bainbridgewa.gov

ecc: Jonathan Davis, Davis Studio Architecture + Design LLC
Kim Smith, Ecology



1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
Fax: 206.447.9700
foster.com

Direct Phone: 206.816.1509

Admitted in New York and Washington
yao.bailey@foster.com

December 29, 2021

VIA EMAIL
efairleigh@bainbridgewa.gov

Ellen Fairleigh
City Planner
City of Bainbridge
280 Madison Avenue North
Bainbridge Island, WA 98110

Re: Memo in Opposition to Application for Alteration of Subdivision/SEPA Addendum/Grow Community Phase 3 by Mr. Henry J. Mohrman, Jr.

Dear Ms. Fairleigh:

We are counsel to the Declarant of the above-referenced project and received the Memorandum (the “Memo”) in Opposition to Application (the “Application”) for Alteration of Subdivision/SEPA Addendum related to Grow Community Phase 3 made by Mr. Henry J. Mohrman, Jr. Mr. Mohrman raised the following issues in the Memo and we hereby respond as follow:

1. *The Application requires the approval of 67% of the votes in the Association under Section 15.3 and Section 15.5 of the CC&Rs.*

This statement made in the Memo is incorrect because Sections 15.3 and 15.5 of the CC&Rs are not applicable to the Application. The applicable provision of the CC&Rs is in Section 15.7 which provides that **the Declarant has the right to amend the phase 2 of the Plat without any vote or consent of the Owners until that property has been subjected to this Declaration and the Lots and Condominiums Units therein have been conveyed.** Currently, the Declarant is amending Phase 2 of the Plat by filing the Application and the property of Phase 2 is undeveloped and has not been conveyed; therefore, under the CC&Rs no vote or consent of the Owners is required for such amendment to the Plat as proposed in the Application.

FG:54422743.1

December 29, 2021

Page 2

2. *The alteration rescinds the dedication of a 10-foot right of way.*

This statement is incorrect and is caused by incorrectly reading of the proposed changes to the Plat because the Declarant does not intend to remove the 10-foot right of way even though on the amended map such right of way is not clearly shown. Under the amended Plat such right of way remains. To make it clear, the Declarant has revised the amended Plat to show the right of way on the map. Please see attached further revised amended Plat for such right of way.

3. *Amendment No. 7 recites in its preamble that it is “approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association”.*

Recognizing that the statement about owner’s approval in Amendment No. 7 is mistaken, on September 23, 2021, Declarant filed the Amended and Restated Amendment No. 7 to Declaration of Covenants, Conditions, Restrictions and Easements for Grow Community II (which is attached hereto), in which the Declarant removed the statement “approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association” and stated that the revised design and development does not require Owner’s consent, which is consistent with the provision of Section 15.7 of the CC&Rs as stated in Par. 1 above. Since the statement has been corrected in the Amended and Restated Amendment No. 7 and such position taken therein is supported by Section 15.7 of the CC&Rs all other objections in Pars. 5-13 of the Memo are irrelevant.

In summary, the proposed amended Plat does not require Owner’s consent or vote under Section 15.7 of the CC&Rs and the originally included 10-foot right of way shall remain in the amended Plat; therefore, none of the objections raised in the Memo stands and the opposition and request made by Mr. Mohrman in the Memo should not be considered by the City. If you need any additional information to approve this application, please feel free to contact us. We thank you for your assistance.

Sincerely,

FOSTER GARVEY PC



Yao Bailey
Principal

YFB:dh

FG:54422743.1

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Thursday, January 13, 2022 7:47 PM
To: Ellen Fairleigh
Subject: Request to Sever
Attachments: Request to Sever.pdf

Dear Ms. Fairleigh,

Based on the letter from the developer's counsel sent to you dated December 29, 2021, I am requesting that consideration of narrowing Shepard Way be severed from the Grow Community Phase 3 development project, because narrowing Shepard Way does not involve any land belonging to the developer. My request is further explained in the attached letter, where I also withdraw my opposition to the project.

Sincerely,

Henry Mohrman

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Henry J. Mohrman, Jr.
363 Ambrose Lane NW, Unit L-304
Bainbridge Island, Washington 98110
(314) 721-3626
hjmohrman@gmail.com

January 13, 2022

Via Email
efairleigh@bainbridgewa.gov

Ellen Fairleigh
City Planner
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

Re: Request to Sever Shepard Way Narrowing from Application of
Subdivision/SEPA Addendum/Grow Community Phase 3

Dear Ms. Fairleigh:

The letter from counsel for the developer to you dated December 29, 2021 clarifies that the proposal to narrow Shepard Way *does not involve any land belonging to the developer*; and therefore is not really part of the subdivision project. Narrowing Shepard Way is an independent city planning idea, which is complex. Many people have strong feelings about it, both pro and con. It merits independent consideration by the City with full consideration of its advantages and disadvantages, costs and benefits, as well as the sentiments of affected residents.

The proposal is currently included in a complex development project, which can and should be considered on its own merits, without the confusion of street narrowing to complicate it further.

With this request, I would like to thank you and counsel for the developer for the responses to my challenges to the project. I am satisfied with the explanations and clarifications provided by counsel for the developer. Accordingly, I withdraw my opposition to the project.

Sincerely,



Henry J. Mohrman, Jr.

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Sunday, January 16, 2022 4:16 PM
To: Ellen Fairleigh
Subject: Grow Community Phase 3 - Narrowing Shepard

Dear Ms. Fairleigh:

I have requested that the proposal to narrow Shepard Way be considered independently from the land development project, because it involves land that the developer does not own. I did not suggest when the City should take up the proposal to narrow Shepard Way.

I request that consideration of narrowing Shepard Way be deferred until the Phase 3 project is complete and all 14 new units are occupied. The 14 new residents of the area will be affected by the street narrowing. They are an important group the City should hear from before a decision is made to narrow Shepard Way.

Thank you for your attention to this matter.

Sincerely,

Henry Mohrman

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Marlene Schubert

From: andy rovelstad.net <andy@rovelstad.net>
Sent: Tuesday, February 1, 2022 11:07 AM
To: PCD; Council
Subject: Review: Grow Phase 3 & problems w/ Chapt/ 17 Subdivision Code
Attachments: Grow Phase 3 Subdivision - analysis.pdf

There are conflicts and discrepancies in the revised Chapter 17 Subdivision Code, passed by council last April. These conflicts have a impact on the proposed Grow community/Phase 3 as well as other projects in process.

Please review and work to eliminate the discrepancies in the Code and/or enforce the existing subdivision code equally.
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City of Bainbridge Island - Planning Commission
City of Bainbridge Island - City Council

Re: Review of Proposed Changes to the Grow Community Phase 3 and
Review of Title 17 Subdivision Code conflicts

Johnathan Davis has done a great job on the revisions for the Grow Phase 3 revisions. The layout of the residential units is well thought out and will create a nice environment. Unfortunately the design and layout is not in conformance with the current Subdivision Regulations.

There are many conflicts in the new Subdivision Code. After months of trying to achieve a rational process for discrepancies in the two lot Short Plat Subdivision requirements, I started examining the subdivision code and how it relates to new and current projects on the Island. The following is a review of the Phase 3 project at Grow Community. As a change to a previously approved project, the new property lines that define the single family residential use would be classified as a "resubdivision" which requires that it meet all new subdivision requirements. Unfortunately the site is simple and does not have an unusual shape, exceptional topographic conditions, environmental constraints or other extraordinary situations as defined in the code. It does not qualify for a departure.

I have outlined areas that appear to be in conflict with the code. The subdivision code needs serious attention as it is now being tested. I've been trying to inspire that for the last 8 months, but there is currently no "immediate concern" to revise or correct any of the contradictions inherent in the code.

Please review the following conflicts in Chapter 17, the subdivision code with the proposed "resubdivision" at the Grow Community / Phase 3 project. I have highlighted and noted areas of concern in red.

17.12.070 General residential subdivision standards.

*B. Pre-existing Lots. Lots that have previously received final approval from the city, or that have previously received final approval from Kitsap County prior to inclusion within the city boundaries, and that do not comply with standards of this chapter shall be considered existing nonconforming lots, but any **future resubdivision of any such lots shall comply with the requirements of this title.***

Please note: Establishing and/or re-establishing property lines for the Grow Community/Phase 3 single family residential use would be considered a "future resubdivision". Previous approvals of the Phase 3 area must be updated to current codes.

Building to homesite boundary

Net building size 1,600 sq.ft. or less

R-14

3 ft. min., 10 ft. Total

Note: “Homesites” are not clearly labeled on the proposed plan.

House Type 2 is 1,160 SF and required to have a 10’ total home site to building boundary.

There are no separations between the Type 2 buildings and the property line (the Homesite Boundary). Either the building area needs to be increased to 1,600 SF (potentially decreasing the total number of units per the Base Density) – or the 10’ buffer needs to be integrated into the design. This may have a significant impact on the proposed design.

Building to homesite boundary Net building size 1,601 sq.ft. or more

R-14 Not Applicable

Note: House Type 1 is 1,759 SF and is allowed with no separation between the building and the Homesite Boundary (Site Property line).

BASE DENSITY

The maximum number of lots permitted shall be calculated by dividing the total lot area of the property (without deducting areas to be dedicated as public rights-of-way or areas to be encumbered by private road easements) by the square footage shown below as the zone-specific base density.

R-14

3,100 sq.ft.

Note: Site boundaries and property lines that define the extent of the Phase 3 subdivision are not indicated on the drawing, nor are calculations documenting the Base Density, Natural Areas, etc. It appears that open areas from the Phase 2 design is used in the Phase 3 layout which may increase the allowable density per the new subdivision code. Provide analysis of Base density calculations that reflect the resubdivision and how it integrates with the total development.

MAXIMUM LOT COVERAGE

Short and Long Subdivision

R-14

40%

Note: Please confirm relevant property lines to define the extent of Phase 3 development and document the Maximum Lot coverage of Phase 3 with new subdivision requirements.

Document that the current approved subdivision Phase 1 and Phase 2 are in tune with the new Phase 3 resubdivision – if they all utilize the same common areas.

17.12.040 Administrative departures.

C. Any request for one or more departures shall be made at the design guidance review meeting as part of the preapplication phase of the project. Departures shall be reviewed concurrently with a preliminary application for subdivision. The design review board may include an administrative departure in its recommendation to the planning commission, if all of the following criteria are met:

1. Because of unusual shape, exceptional topographic conditions, environmental constraints or other extraordinary situation or condition in connection with a specific piece of property, strict adherence to the existing standard would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the subdivision ordinance as provided in BIMC [17.04.010](#);

Note: The project is located on a simple lot without any topographical, environmental constraints or any extraordinary conditions. It does not meet the criteria for an administrative departure by the planning commission, the planning department or city council. Current subdivision requirements are to be implemented and no departures are allowed.

The Subdivision Code has multiple discrepancies and conflicts that do not make sense and need to be corrected as we move forward. Until the Code is updated, the Planning Commission and City Council has the obligation to enforce the Council approved Subdivision Code on all projects equally.

Background:

I have been discovering many conflict in the subdivision code– in particular with a 2 lot short plat in a downtown urban growth area, zoned R-4.3, which is targeted for growth. What I discovered is that splitting a lot into two 10,000 SF lots (per the Zoning Code); the Chapter 17 Subdivision Code reduces the allowable lot coverage of each lot by 40%. It is interesting that the 1,759 SF lot of lot 27 – 33 Grow/Phase 3 is actually larger than the lot coverage defined by the R 4.3 homesite building boundary: 1,513 SF. Please note: The zoning code defines the R 4.3 lot coverage at 2,500 SF. You do not have the same rights as your next door neighbor. In addition, the lot coverage has to includes the two car garage, substantially reducing the building area. Parking is remote at Grow and not reducing the allowable area of the homesites. The reduced building area eliminates the ability to have an ADU – just 2 blocks from the ferry. This is

contradiction to everything council members say when they define the urban growth area and say it is the solution to growth on the Island. When you analyze the subdivision code in different zones across the island – you discover that the subdivision lot coverage increase when you move deeper into the Rural / Residential Zones. Per the Subdivision Code, lot coverage in a R-1 zone (as defined by the building to homesite buffer) actually increases area defined by the Zoning Code while in the R-4.3 Zone the lot coverage is reduced by 40%. This encourages growth in the rural/suburban areas, yet substantially punishes the properties in the urban growth areas. Lot coverages defined by the building to Homesite boundary needs to be in tune with the zoning code.

I had this rational belief that discrepancies in the code could be corrected through a “departure”. But, if your lot is a simple site, without a steep slope, wetland or environmental conflict, you are not allowed a departure to correct the conflicts in Chapter 17 Subdivision Standards.

Memorandum

To: Kelly Tayara, Senior Planner, Planning and Community Development
Peter Corelis, PE, Development Engineer, Public Works
City of Bainbridge Island

From: John Davies, Senior Transportation Planner, KPG P.S.

Date: 1/25/2021

Re: Revised Trip Generation Analysis for Grow Community Phase 3

The third phase of the Grow Community project will build out the site and complete the development. The previous two phases of the project were implemented under the City of Bainbridge Island's Housing Design Demonstration Project (HDDP) Ordinance and under the guidance of the One Planet Living framework, which promotes the development of sustainable and low-carbon buildings and communities. While the HDDP has now expired, this project carries forward the goals and objectives of the previous development phases, including reducing the reliance on privately-owned automobiles, and embracing walking, bicycling, carsharing and transit use to meet the transportation needs of this planned community. Phase 3 represents the completion of the southern portion of the site that was not constructed during the Phase 2 development.

Transportation reports and analysis related to this development project include:

- *Transportation Impact Analysis for Grow Community*, RTC, July 2011.
- *Grow Community Traffic Report – Addendum*, RTC, January 2012.
- *Transportation Impact Analysis for Grow Community Phase 2 Addendum*, RTC, October 2013.
- *Transportation Impact Analysis for Grow Community Phase 2 Addendum Update*, RTC, March 2014.
- *Grow Community – Revised Trip Generation for Updated Phase 2 Land Uses*, Technical Memorandum, KPG, December 2015.

Each revision evaluated the impacts of the expected changes to the site's land use program such as the unit count and land use mix. The area of the site represented by Phase 3 was previously evaluated for a range of alternative uses, including a childcare facility (March 2014 TIA), which has since been removed from the proposed program. In all instances, the previous traffic analyses have found acceptable operations at all study intersections and no transportation mitigation measures have been necessary.

This analysis focuses on the change in the number of trips between the previous permitted and proposed land use programs to determine if additional transportation analysis is required as per City requirements.

Comparison of Land Use Programs

Under the 2017 permit, the southern portion of the Grow Development (South Site) had been permitted as 4 single-family homes and 18 apartment units. The revised proposal (Phase 3) replaces these land uses with 14 higher-density single-family homes. **Table 1** compares the previous land use program for the south parcels on the site with the revised land use program.

Table 1. Land Use Program Comparison – South Site Area Unit Totals

Housing Type Mix	2017 Permit for South Site	Proposed Phase 3 for South Site
Single-Family Homes	4	14
Apartments (Low-Rise)	18	0
Total Units	22	14

Trip Generation

Table 2 summarizes the ITE *Trip Generation Manual (10th edition with 2020 supplement)* rates. These rates are based on data collected for individual land use categories and are summarized either as average rates or as fitted curve equations. When the fitted curve equation for the trip generation rate has an r^2 -value equal to or greater than 0.75, the fitted curve equation is used to calculate the number of trips generated. Because of the small number of units in this evaluation, we provided the trip generation for both the average rates and the fitted curve. The trip generation rates were not adjusted to reflect the site’s location within Winslow Town Center and its proximity to the Ferry Terminal, or to reflect the objectives of the One Planet Living program.

Table 2. Trip Generation – ITE 10th Edition

ITE Land Use	Weekday	AM Peak Hour	PM Peak Hour
210 Single Family Homes – Average Rate	9.44	0.74	0.99
220 Multifamily (Low-Rise) – Average Rate	7.32	0.46	0.56
210 Single Family Homes – Fitted Curve	$\ln(T) = 0.92 \ln(X) + 2.71$	$T = 0.71(X) + 4.80$	$\ln(T) = 0.96 \ln(X) + 0.20$
220 Multifamily (Low-Rise) – Fitted Curve	$T = 7.56(X) - 40.86$	$\ln(T) = 0.95 \ln(X) - 0.51$	$\ln(T) = 0.89 \ln(X) - 0.02$

ITE Trip Generation Manual – 10th Edition

Tables 3 and 4 provide the number of trips estimated using the average rate and fitted curve equation for the previously permitted land use program and the revised land use program for the South Site area to be developed under Phase 3. The average rates show fewer weekday trips and fewer or the same number of trips during the AM peak hour and the PM peak hour. For the fitted curve equation, the results show an increase of 21 daily trips, and fewer trips generated during both the AM peak hour and the PM peak hour.

Table 3. ITE Trip Generation Comparison for Phase 3– Average Rate

ITE Land Use	Units	Weekday	AM Peak Hour	PM Peak Hour
Previously Permitted under Phase 2				
210 Single Family Homes	4	38	3	4
220 Multifamily (Low-Rise)	18	132	8	10
Total	22	170	11	14
Phase 3 Proposed				
210 Single Family Homes	14	132	10	14
220 Multifamily (Low-Rise)	0	0	0	0
Total	14	132	10	14
Net Change	-8	-37	-1	0

Table 4. ITE Trip Generation Comparison for Phase 3– Fitted Curve

Land Use	Units	Weekday	AM Peak Hour	PM Peak Hour
Previously Permitted under Phase 2				
210 Single Family Homes	4	54	8	5
220 Multifamily (Low-Rise)	18	95	9	13
Total	22	149	17	18
Phase 3 Proposed				
210 Single Family Homes	14	170	15	15
220 Multifamily (Low-Rise)	0	0	0	0
Total	14	170	15	15
Net Change	-8	+21	-2	-3

As identified in the October 2, 2019 memorandum from Peter Corelis of Public Works to Kelly Tayara of Planning and Community Development, the City’s requires a new traffic analysis when the proposal generates additional trip generation exceeding the threshold of 50 average daily trips (ADT), or 5 or more AM or PM peak-hour trips when compared to the current permitted subdivision. As shown in this analysis, the net change in trip generation falls below the daily threshold and peak hour thresholds and therefore does not require additional traffic analysis.

Findings

The analysis finds that the proposed change in land use will not significantly increase the trip generation and that the traffic impacts will be similar to the impacts for the permitted development. Therefore, an additional concurrency test or the completion of a revised traffic impact analysis is not required.

DEPARTMENT OF PUBLIC WORKS - ENGINEERING

MEMORANDUM

Date: March 16, 2022
To: Ellen Fairleigh, Planner, COBI Planning and Community Development
From: Nick Rasor, P.E., COBI Development Engineer *NR*
Via: Paul Nylund, P.E., COBI Engineering Manager *PCN*
Subject: PLN13551 FSUBA Grow Phase III Subdivision Alteration PW-
Development Engineering Recommendation

COBI Public Works – Development Engineering has reviewed the above-referenced final subdivision alteration application for compliance with the requirements of the Bainbridge Island Municipal Code (BIMC) 2.16.160, Revised Code of Washington (RCW) 58.17.160, and the City of Bainbridge Island Design and Construction Standards and Specifications. Civil improvements or alterations to utilities or drainage are or have been reviewed under the associated building permit for this project (BLD25975). No assurance documents pursuant to BIMC 2.16.160.L are required. Based on the following findings and subject to the recommended conditions, PW-DE supports the removal of multi-family conditions defined by the subdivision alteration, approved by the Hearing Examiner in July of 2014, to allow for creation of 14 single-family lots and one tract.

Findings

1. The Revised Trip Generation Analysis for Grow Community Phase 3 memorandum prepared by KPG, dated January 25, 2021, was reviewed and Development Engineering did not identify any discrepancies in its findings. The memorandum outlines that the thresholds for requiring a new traffic analysis, 50 average daily trips (ADT) or 5 or more AM or PM peak-hour trips when compared to the current permitted land use, were not exceeded and the subdivision alteration therefore does not require additional traffic analysis.
2. The following recommended conditions are revisions of and/or in addition to the original conditions established in the 2014 alteration approved via Hearing Examiner decision dated 7 July 2014 (Grow Community Phase II). Conflicts between development engineering conditions established by that decision and any improvements proposed as a result of this subdivision alteration request shall be resolved by COBI PCD or PW Engineering, as appropriate.

Recommended Conditions of Approval

1. Design and construction of civil improvements shall be in substantial conformance to the Plat Utility Plans submitted by Browne Wheeler Engineers, Inc., last revised October 14, 2021, plan

sheets C1.1 – C3.6, as modified by these conditions or as amended and approved to the satisfaction of the Development Engineer. The proposal to reduce the eastern portion of Shepard Way to a 12.3' wide two-way traffic lane, shown in Detail C on sheet C2.4, is not approved with this subdivision alteration.

2. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to COBI for review and approval to construct all necessary infrastructure serving the divided lots.
3. Utility main extensions and appurtenances shall be installed within the right-of-way or within an easement dedicated to the City. Required easements for the proposed sanitary sewer main extension shall be recorded prior to issuance of any certificate of occupancy.
4. Modifications or additions to COBI utility infrastructure shall be in accordance with COBI Design and Construction Standards and Specifications, unless otherwise approved by the city engineer.
5. Compliance with Minimum Requirement #5: On-site Stormwater Management shall be demonstrated on the construction plans.
6. Parallel parking stalls shown along the north side of the Shepard Way right-of-way shall be open to the public and shall require signage that reads: 4 hr. parking 6am to 6pm.
7. Signage and striping for shared bicycle and motorized vehicle use of the Shepard Way traveled way shall be installed along the project frontage to satisfy the bicycle path portion of condition #35 (Hearing Examiner, 7 July 2014).
8. Any use of rights-of-way for construction and/or civil improvements, as a result of this subdivision alteration, shall require a ROW Use permit. ROW Use permits are reviewed independently and are subject to separate conditions and bonding requirements.

The final subdivision alteration to remove multi-family conditions to allow for creation of 14 single-family lots and one tract is recommended for **APPROVAL**.

Building / Parking area	No. of Units				Resident Spaces	Guest Spaces
Phase 2A - AS-BUILT						
Wyatt Buildings - Bldg A+B	24				24	5
NW Townhome - Bldg C	8				8	0
NE Condo - Bldg D	13				13	0
SFR - Bldg E,F, G + H	4				8	0
Wyatt Street Parking						14
Interior Surface Parking						3
	Units				Resident Spaces	Guest Spaces
Total- Phase 2A	49				53	22
					TOTAL	75
					Phase 2A - AS-BUILT	
					SPACES PER UNIT	1.53

inc 1 ADA

inc 1 ADA

Building / Parking area	No. of Units	Unit Size	HDDP Spaces
Phase 2A - per Unit Size Code Analysis			/Unit Size
Less than 800sf	0		1 0
801 to 1,500sf	42		1.5 63
Over 1,500sf	7		2 14
	Units		77
Total- Phase 2A	49		
			TOTAL 77
			SPACES PER UNIT 1.57

25% Ferry Terminal Reduction	75%	Reduced TOTAL	57.75
plus Guest Spaces provided	25%	Guest Spaces	12.25
			70
		SPACES PER UNIT	1.43

Building / Parking area	No. of Units				Resident Spaces	Guest Spaces
Phase 2B - AS-BUILT						
SW Townhome - Bldg K	10				10	0
SE Condo - Bldg L	18				18	0
Surface Parking - west						8
Surface Parking - east						7
	Units				Resident Spaces	Guest Spaces
Total- Phase 2B	28				28	15
					TOTAL	43
					Phase 2B - AS-BUILT	
					SPACES PER UNIT	1.54

inc 1 ADA

inc 1 ADA

inc 1 ADA

Building / Parking area	No. of Units	Unit Size	HDDP Spaces
Phase 2B - per Unit Size Code Analysis			/Unit Size
Less than 800sf	0		1 0
801 to 1,500sf	22		1.5 33
Over 1,500sf	6		2 12
	Units		45
Total- Phase 2B	28		
			TOTAL 45
			SPACES PER UNIT 1.61

25% Ferry Terminal Reduction	75%	Reduced TOTAL	33.75
plus Guest Spaces provided	25%	Guest Spaces	7
			40.75
		SPACES PER UNIT	1.46

Phase 2 - OVERALL - AS-BUILT TO DATE	Units				Resident Spaces	Guest Spaces
TOTAL - As-built - to date	77				81	37
					TOTAL	118
					Phase 2 - OVERALL - AS-BUILT	
					SPACES PER UNIT	1.53

Building / Parking area	No. of Units				Resident Spaces	Guest Spaces
Phase 3 - proposed						
Single Family Townhouses	14					
Surface Parking - west					8 (N)	2 (N)
Surface Parking - east						
Street Parking - Shepard					6 (N)	
	Units				Resident Spaces	Guest Spaces
Total - Phase 3	14				14	2
					TOTAL	16
					SPACES PER UNIT	1.14

Building / Parking area	No. of Units	Unit Size	HDDP Spaces
Phase 3 - per Unit Size Code Analysis			/Unit Size
Less than 800sf	0		1 0
801 to 1,500sf	8		1.5 12
Over 1,500sf	6		2 12
	Units		24
Total- Phase 3	14		
			TOTAL 24
			SPACES PER UNIT 1.71

25% Ferry Terminal Reduction	75%	Reduced TOTAL	18
plus Guest Spaces provided	25%	Guest Spaces	3.5
			21.5
		SPACES PER UNIT	1.54

SPACES REQUIRED BASED ON UNIT SIZE PER CODE			
Phase 2 - OVERALL - COMPLETED		Spaces per Unit Size*	109.5
	Units	Guest Spaces at 25%	22.75
TOTAL - Completed Plan	91	TOTAL REQUIRED	132.25
		TOTAL PROVIDED	134
		Phase 2 - OVERALL - AS PROPOSED	
		SPACES PER UNIT	1.47

*with Ferry Terminal Reduction



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:50 PM) Adopt Ordinance No. 2022-05 Changing the Manner in which Certain Fees are Updated - Finance,

SUMMARY: City staff requests that the Council adopt Ordinance 2022-05 authorizing the process for changing certain city fees as authorized by law through a resolution consistent with past practice. The ordinance would allow the actual update to be presented to the City Council and adopted by resolution, which allows the fees to be updated in a more nimble process. This ordinance would also subject all cost of service fees starting in 2023 to an increase equal to the June annual percentage increase in the United States Consumer Price Index, Seattle area ("CPI-U") unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: I move to adopt Ordinance No. 2022-05 changing the manner in which certain fees are updated.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: RCW 82.02.020 authorizes the collection of reasonable fees to cover the costs to the City for certain activities. BIMC 15.04.050 provides for fees and charges for permits, building permits, and related services. In 2006, the City contracted the Financial Consulting Solutions Group ("FCS Group") to perform a cost study to determine the true cost of providing services for fees and to recommend fees and changes that would recover 100% of such costs. In December 2006, with support from the recommendations of the study, the City enacted Ordinance No. 2006-25 which updated the City's fees and charges for building permits and plan reviews and amended BIMC 15.04.050 to adopt the International Code Council's 1997 Uniform Administrative Code's building valuation data to calculate building permit and plan review fees.

In 2020, the City again engaged the services of the FCS to assess the true cost of providing services and charges that would recover 100% of costs to perform the services. The City has a past practice of amending

such fees and charges by resolution and now desires to memorialize that past practice. This ordinance expressly authorizes this as an option, unless otherwise authorized by law. This ordinance also retitles BIMC 15.04.050 and relocates the fee discussed in BIMC 15.04.100 into BIMC 15.04.050 for administrative convenience.

City Financial policies require a cost-of-service review of fees and charges on a periodic basis with a goal of full cost recovery. This ordinance will subject all fees or costs starting in 2023 equal to the June annual percentage increase in the United States Consumer Price Index, Seattle area ("CPI-U") unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year.

ATTACHMENTS:

[Ordinance No. 2022-05 Relating to How the City Updates Certain Building Code Fees.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2022-05

AN ORDINANCE of the City of Bainbridge Island, Washington, (“City”) relating to the process of updating certain fees and charges; amending and retitling Section 15.04.050 of the Bainbridge Island Municipal Code (“BIMC”); expressly authorizing the City Council to update fees and charges by resolution; providing for an annual adjustment of all City fees based on the US Consumer Price Index, and relocating a fee contemplated in Section 15.04.100.

WHEREAS, RCW 82.02.020 authorizes the collection of reasonable fees to cover the costs to the City for certain activities; and

WHEREAS, Chapter 15.04 of the Bainbridge Island Municipal Code relates to the Building Code; and

WHEREAS, BIMC 15.04.050 provides for fees and charges for permits, plan review, investigation, planning review, building permits, and related services; and

WHEREAS, on December 13, 2006, the City Council enacted Ordinance No. 2006-25 relating to the City’s fees and charges for building permits and plan reviews, amending BIMC 15.04.050 to adopt the International Code Council’s 1997 Uniform Administrative Code’s building valuation data to calculate building permit and plan review fees and related charges; and

WHEREAS, Ordinance No. 2006-25 relied on an assessment of true costs to perform related services done by Financial Consulting Solutions Group (“FCS Group”); and

WHEREAS, on February 28, 2007, the Council enacted Ordinance No. 2007-08, relating to the City’s fees and charges for building permits and plan reviews, which corrected minor reference errors contained in Ordinance No. 2006-25; and

WHEREAS, in 2020, the City again engaged the services of the FCS Group to assess the true costs of providing such services and to recommend fees and charges that would recover 100% of such costs; and

WHEREAS, the past practice of amending such fees and charges was by resolution; and

WHEREAS, the City desires to expressly authorize the same practice for adopting or amending any fee or charge authorized through state law, including RCW 82.02.020, except as otherwise required by law; and

WHEREAS, fees and charges levied by the City have been adjusted regularly using different adjustment practices based on prior resolutions or ordinances; and

WHEREAS, the City desires to uniformly, annually, adjust all fees and charges authorized through state law, including RCW 82.02.020, based on the United States Consumer Price Index; and

WHEREAS, the City desires to retitle BIMC 15.04.050 and to relocate a fee discussed in BIMC 15.04.100 into BIMC 15.04.050 for the purpose of administrative convenience.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 15.04 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

15.04.050 ~~International Building Code, Section 108.2 and International Residential Code, Section R108.2 amended—~~**Fees.**

A. Permit Fees. The fee or charge for each permit in this section shall be established by the city by resolution except as otherwise required by law. ~~calculated from the 1997 Uniform Administrative Code, which is adopted by reference, and using the most current building valuation data supplied by the International Code Council times a factor of 1.41. When building valuation data is updated by the International Code Council, the city's fees shall be adjusted as of the first of the month at least 30 days after release of the updated figures from the International Code Council. The calculated fees may be reduced by a percentage discount as determined by resolution of the city council.~~ In no case shall the fees charged for building permits exceed the cost to the city of the building permit regulatory function.

F. Planning and Engineering Review of Building Permits. When a plan or other data is required to be reviewed for conformity with the environmental or zoning chapters of the Bainbridge Island Municipal Code, a review fee shall be charged in the amount established by the city by resolution. Where plans are incomplete or changed so as to require additional environmental or zoning review, an additional review fee shall be charged.

G. Installation of solid fuel burning appliances. The city shall charge an appropriate fee for processing and issuing a permit for, or for inspecting, a wood stove or other solid fuel burning appliance in the amount established by the city by resolution.

Section 2. BIMC 15.04.100 is hereby amended as follows:

15.04.100 ~~Fee schedule—Installation of solid fuel burning appliances.~~

~~The city shall charge an appropriate fee for processing and issuing a permit for, or for inspecting, a wood stove or other solid fuel burning appliance in the amount established by the city by resolution.~~(Reserved).

Section 3. Any fee or charge levied by the City pursuant to the authority vested in state law, including RCW 82.02.020, may be adopted, or amended by resolution of the City Council, except as otherwise required by law.

Section 4. All fees or charges levied by the City pursuant to the authority vested in state law, including RCW 82.02.020, shall be subject to an adjustment beginning with the first full billing period of 2023 and each year thereafter equal to the annual percentage increase in the United States Consumer Price Index, Seattle area (“CPI-U”) for June of the preceding year as shown in the release from the Bureau of Labor Statistics, unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year. The City’s Finance Director is responsible for the adjustment process.

Section 5. Should any section, paragraph, sentence, clause, or phrase of this ordinance conflict with the terms of any prior ordinance or resolution, including terms related to fee or charge adjustments, the terms of this ordinance shall control.

Section 6. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this ____ day of _____, 2022.

APPROVED by the Mayor this ____ day of _____, 2022.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: March 18, 2022
PASSED BY THE CITY COUNCIL: March 22, 2022
PUBLISHED: _____, 2022
EFFECTIVE DATE: _____, 2022
ORDINANCE NUMBER: 2022-05



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:55 PM) Resolution No. 2022-06 Amending the 2022 Fee Schedule to Update Fees Related to Building, Land Development and Engineering and Certain Other Fees, and Directing the City Manager to Consider Policymaking Related to Such Fees and Affordable Housing - Finance,

SUMMARY: This resolution updates certain fees and adds some new fees, all of which result from the fee study completed Fall of 2021 by FCS Group and presented to Council on September 21, 2021 and December 7, 2021. Overall, fees are increased to 100% cost of service consistent with Council's direction and will be effective September 1, 2022. The exceptions are mobile home permits and appeal fees which remained at previous levels based on Council direction.

This resolution also directs the City Manager to bring back to the City Council a proposed policy to address certain building and planning fees that would facilitate opportunities and reduce barriers related to affordable housing.

AGENDA CATEGORY: Resolution

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: I move to adopt Resolution No. 2022-06 amending the 2022 Fee Schedule to update fees related to building, land development and engineering and certain other fees, and directing the City Manager to consider policymaking related to such fees and affordable housing.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The City provides plan review, inspection, and environmental review on permits for construction and land development. The City maintains an enterprise "Building & Development Fund" to account for permit-related revenues and expenses. The current permit fee structure has varying flat fee rates for planning and building permit reviews and has not been adjusted since 2006. Transfers totaling \$800k to \$1.4 million per year from the general fund are needed and used to subsidize the current yearly loss from operations in this fund. Departmental expenditures unrelated to permit services are accounted within the general fund and are not supported by permit fees.

FCS was contracted to perform a full cost recovery study regarding planning, engineering and building permit fees. The last comprehensive study was completed in 2006. The intention of the study was to update fees to account for the cost of service. The study was completed in the fall of 2021.

On September 21, 2021, the FCS Group presented to City Council with the results of a 100% cost recovery fee study that was initiated in 2020 and completed in 2021. On December 7, 2021 FCS and Staff again to discuss the study and results. Council feedback from the December 7, 2021 presentation recommended targeting fees at 100% cost recovery with the exception of the appeals fees and the mobile home fee which will be left at 2021 levels.

With regard to affordable housing, this resolution directs the City Manager to bring back to the City Council a proposed policy to address certain building and planning fees that would facilitate opportunities and reduce barriers related to affordable housing.

ATTACHMENTS:

[Resolution No. 2022-06 Relating to a Fee Schedule Update.docx](#)

[Resolution No. 2022-06 Exhibit A - 2022 Fee Schedule Update.docx](#)

FISCAL DETAILS: Building and Services Fund: Historical revenues into the Building and Development Services Fund range from approximately \$1 million to \$1.8 million per year depending on activity. General fund subsidy to the Building, Development, and Services fund ranges from approximately \$800k to \$1.4 million per year. In 2021 revenue totaled \$1.4 million and the subsidy was also \$1.4 million. Revised forecasted revenues for the next 4 years through 2025 would increase to approximately \$2.2 million to \$2.4 million annually depending on expected mix and volume of permit activity.

Fund Name(s): Building and Development Services Fund

Coding:

RESOLUTION NO. 2022-06

A RESOLUTION of the City of Bainbridge Island, Washington, updating certain fees in the City’s Fee Schedule and directing the City Manager to consider policymaking related to such fees and affordable housing.

WHEREAS, RCW 82.02.020 authorizes the collection of reasonable fees to cover the costs to the City for such activities.

WHEREAS, the City of Bainbridge Island periodically updates the Fee Schedule to reflect City Council actions and the actual cost to the City of various services in accordance with state law; and

WHEREAS, the City periodically recalculates the hourly rate for Police security services to ensure costs are covered; and

WHEREAS, in December 2019, the City contracted with Financial Consulting Solutions Group (“FCS Group”) to evaluate and provide a recommendation to the City concerning a Full Cost Development Fee Study; and

WHEREAS, FCS Group worked closely with City staff in reviewing the underlying data and proposed fees; and

WHEREAS, FCS Group prepared a Full Cost Development Fee Study dated August 27, 2021, recommending revisions to the City’s planning and building fees; and

WHEREAS, at the September 21, 2021, City Council Study Session, City staff and the FCS Group presented a Full Cost Development Fee Study report dated August 27, 2021, to the Council recommending revisions to the City’s building and planning fees; and

WHEREAS, the Council discussed the report and proposed fees and provided feedback and directed staff and FCS Group to look at options and return to Council with a revised proposal; and

WHEREAS, at the December 7, 2021, City Council Study Session, City staff and FCS Group presented a revised Fee Study report dated November 12, 2021, to the Council; and

WHEREAS, the Council discussed the revised report and proposed fees, and staff stated it would return with a fee implementation proposal; and

WHEREAS, City staff coordinated with FCS Group to revise the Fee Study results; and

WHEREAS, the City Council subsequently expressed concern over the cost of building and planning fees for affordable housing projects and proposed fee changes; and

WHEREAS, the City acknowledges that fees and charges related to this Resolution may stand as a barrier to affordable housing; and

WHEREAS, the City desires to explore opportunities to facilitate opportunities related to affordable housing, including considering policies related to such fees and charges; and

WHEREAS, the City desires to update the City’s Fee Schedule to reflect the proposed fee and charge changes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The building and planning section and the police hourly rate section of the City’s Fee Schedule are hereby amended as shown in attached Exhibit A, which is hereby adopted and incorporated into this resolution by reference.

Section 2. The City Manager will bring back to the City Council a proposed policy for certain building and planning fees related to affordable housing projects.

Section 3. The fee changes identified in Exhibit A of this Resolution, attached hereto and incorporated by reference, shall take effect on September 1, 2022.

Section 4. 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 5. This Resolution shall take effect and be in force on the date which Ordinance No. 2022-05 becomes effective.

PASSED by the City Council this ____ day of _____, 2022.

APPROVED by the Mayor this ____ day of _____, 2022.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2022-06

March 18, 2022
_____, 2022

EXHIBIT A

9. BUILDING AND PLANNING FEES

(Resolution Nos. ~~99-26, 2000-33, 2001-43, 2002-15, 2003-24, 2006-50, 2011-24 and 2017-01,~~
unless otherwise indicated)

The charges in this section are in addition to any applicable charges in other sections.

All fees and charges shall be paid before an application is deemed complete, and issuance of a permit or approval may be withheld until all fees and charges have been paid.

ADMINISTRATIVE PROCESSING FEES

ADMINISTRATIVE CODE INTERPRETATION (<u>BIMC 1.28.010A</u> , Resolution No. 2006-50)	\$ 382.00 <u>2,210.00</u>
AFFORDABLE HOUSING – OPTIONAL FEE IN LIEU (Resolution No. 2006-50)	\$36.00 per Square Foot
AFTER-THE-FACT <u>PERMIT INVESTIGATION FEE</u> 100% of total of Building Permit Fee + (BIMC 15.040.050C, Ordinance No. 2013-10 2022-05, Resolution No. 2022-06) <u>Building Plan Check Fee + Planning Review Fee</u> This fee is equal to the permit fee(s) and is in addition to the permit fee(s), except the SBCC fee.	
AGRICULTURAL CONDITIONAL USE (Ordinance No. 2011-02, Resolution No. 2206)	\$ 1080.00 <u>3,680.00</u>
AGRICULTURAL RETAIL PLAN (Resolution No. 2006-50 2022-06)	\$ 191.00 <u>1,900.00</u>
APPEAL OF ADMINISTRATIVE DECISIONS (<u>BIMC 2.16</u> , Ordinance No. 92-24, BIMC 2.16 , Resolution No. 2006-50)	\$530.00
APPEAL OF EIS ADEQUACY (Resolution No. 2006-50)	\$530.00
APPEAL OF HEARING EXAMINER OR PLANNING COMMISSION DECISION (<u>BIMC 2.16</u> , Ordinance No. 92-24, BIMC 2.16 , Resolution No. 2006-50)	\$530.00
APPEAL OF SEPA DETERMINATION (Ordinance No. 92-24, Resolution No. 2006-50)	\$530.00
BOUNDARY LINE ADJUSTMENT (<u>BIMC 1.28.010A</u> , Ordinance No. 92-24, Resolution No. 2006-50)	\$ 954.00 <u>2,010.00</u>

~~BUILDING AND PLANNING FEES (Continued)~~

BUILDING ABATEMENT
(Ordinance No. 92-24)

see ENFORCEMENT

BUILDING FEE - STATE BUILDING CODE COUNCIL (SBCC) (Ordinance No. 92-24) ~~\$4.50~~ \$6.50 for the first unit, plus \$2.00 for each additional unit

Commercial projects permitted under the IBC or IEBC. \$25.00
~~SBCC~~ This building fees is are remitted to the State of Washington and funds studies on building activity.

BUILDING PERMIT Calculated using the table below from the 1997 UAC (Uniform
 (Ordinance No. ~~2007-08~~ 2022-05, Resolution No. 2022-06) ~~Administrative Code)~~
 Table 3-A, using
 current Building Valuation Data from the
 International Code Council, times a factor of 1.41

Building permit fees are based on valuation, which is determined from the type of construction and square footage, or from the contractor's bid. The City updates the construction/square footage factors each year based on square foot construction cost data from the International Code Council (ICC).

ICC Uniform Building Code – Building Valuation Fee Schedule

<u>TOTAL VALUATION</u>	<u>FEE</u>
<u>\$1.00 to \$500.00</u>	<u>\$29.38</u>
<u>\$500.01 to 2,000.00</u>	<u>\$29.38 for the first \$500.00 plus \$3.81 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</u>
<u>\$2,000.01 to 25,000.00</u>	<u>\$86.53 for the first \$2,000.00 plus \$17.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</u>
<u>\$25,000.01 to \$50,000.00</u>	<u>\$489.03 for the first \$25,000.00 plus \$12.63 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00</u>
<u>\$50,000.01 to \$100,000.00</u>	<u>\$804.78 for the first \$50,000.00 plus \$8.75 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00</u>
<u>\$100,000.01 to \$500,000.00</u>	<u>\$1,242.28 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</u>
<u>\$500,000.01 to \$1,000,000.00</u>	<u>\$4,042.28 for the first \$500,000.00 plus \$5.94 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00</u>
<u>\$1,000,000.01 and up</u>	<u>\$7,012.28 for the first \$1,000,000.00 plus \$4.56 for each additional \$1,000.00, or fraction thereof</u>

BUILDING PERMIT RE-INSPECTION FEE ~~Based on the 1997 UAC Table 3-1 Hourly Rate~~
 (Ordinance No. ~~2007-08~~ 2022-05, Resolution No. 2022-06)

CODE ENFORCEMENT

See ENFORCEMENT

COMPREHENSIVE PLAN AMENDMENT
 (Ordinance No. 99-47, Resolution No. 2006-50)
 Fees are due upon filing of the application.

Site Specific	\$1,526,008,390.00
Not Site Specific	\$265,008,040.00

CONDITIONAL USE PERMIT— MINOR	\$4,770.00
(Ordinance No. 94-03, Resolution Nos. 2006-50, 2011-24, 2022-06) (except as noted below)	
Minor	\$3,620.00
Major	\$20,020.00
Minor Adjustment/Amendment to Approved Conditional Use Permit	\$4,050.00
Major Adjustment/Amendment to Approved Conditional Use Permit	\$20,020.00
Revision to a Conditional Use Permit Under Review, as Determined by the Director	\$3,380.00

~~CONDITIONAL USE PERMIT— SPECIFIED CEMETERIES~~ ~~\$1,097.00~~
 (Conditional Use Permits related to the establishment
 or expansion of cemeteries where no buildings are to
 be constructed or used.)

~~CONDITIONAL USE PERMIT— MAJOR~~ ~~\$10,494.00~~
 (Ordinance No. 99-47, Resolution Nos. 2006-50, 2011-24)

~~BUILDING AND PLANNING FEES (Continued)~~

CONSOLIDATED PERMIT REVIEW The charge is the highest permit applied
 (BIMC 2.16.170, Resolution No. 2006-50) for plus one-third of all other applications.

CONSULTATION* \$180,00750.00
 (BIMC 1.28.10A, Resolution No. 2018-20, 2022-06)

*The director is authorized to deduct the consultation fee from the official land use permit fee if a subsequent preapplication meeting or land use permit is applied for by that applicant within one year of a consultation meeting.

CRITICAL AREA PERMIT FEES
 (Resolution Nos. ~~2006-50, 2008-01, 2018-09 and 2020-04~~ 2022-06)

BUFFER ENHANCEMENT PLAN REVIEW	\$1,526,003,300.00
CRITICAL AREA SITE INVESTIGATION	Hourly Rate \$590.00
CRITICAL AREA PERMIT - MAJOR	\$1,526,003,540.00
CRITICAL AREA PERMIT - MINOR	no fee \$1,750.00
GEOLOGICALLY HAZARDOUS AREA THIRD-PARTY GEOTECHNICAL REVIEW DEPOSIT (An Additional deposit is required when the estimated third party review cost will exceed previous deposits. Final balance of any unpaid review service fees are due prior to issuance of permits)	\$2,500.00
(Resolution No. 2008-21)	
Environmental Report/Document Third-Party Review Deposit	\$3,500.00

Environmental Reports/Documents may include, but are not limited to:

- Habitat Management Plans
- Buffer Enhancement Plans
- Wetland Critical Areas Reports
- Wetland Mitigation Plans
- Aquifer Recharge Protection Area (ARPA) Stewardship Plans

(This deposit is required only when the Director has determined third-party review is necessary. An additional deposit may be required when estimated third-party review costs exceed previous deposits. Final balance of any unpaid review service fees are due prior to issuance of permits).

Reasonable Use Exception

(Resolution No. ~~2006-50~~2022-06)

Single Family Residence	\$ 3,816.00 9,800.00
All Other	\$ 6,106.00 13,140.00

Critical area restoration and enhancement projects not required as project mitigation and meeting the criteria of BIMC 16.20.040.B.2 shall not be charged fees by the City for pre-application meetings, permit applications, or other review and authorization processes; provided, that this shall not apply to fees for the appeal of City decisions.

DEMOLITION PERMIT \$55.00
 (Resolution No. 2022-06)

DRAINAGE IMPACT FEES
 (BIMC ~~15.20.100~~Resolution No. 2022-06)

Impact Cost/100 square feet of impervious area:

<u>BASIN A</u>	<u>\$15.00</u>	<u>Sportsman Club</u>
<u>BASIN B</u>	<u>\$13.00</u>	<u>Weaver Road/Grow Ave.</u>
<u>BASIN C</u>	<u>\$13.00</u>	<u>Madison Avenue</u>
<u>BASIN D</u>	<u>\$4.50</u>	<u>The Canyon</u>
<u>BASIN E</u>	<u>\$15.00</u>	<u>Wing Point Way</u>
<u>BASIN F</u>	<u>\$11.00</u>	<u>Wing Point</u>

ENFORCEMENT Hourly Rate of \$140.00 plus costs
 (Ordinance Nos. ~~92-24 and 2003-31~~, Resolution Nos. ~~99-14, 2001-36 and 2006-50~~2022-06)
 Hourly rates and costs for investigation and processing of a violation of the City Code (BIMC) are from the commencement of the investigation until the time the City specifically notifies the owner/developer that the violation has been satisfactorily corrected.

ENVIRONMENTAL REVIEWS

(Ordinance Nos. 92-24 and 99-47, Resolution No. 2006-50)

SEPA Review, <u>if Environmental Impact Statement (if E.I.S. NOT required) not required</u>	\$ 763.00 1,640.00
SEPA Review (if E.I.S. required)	\$763.00310.00
E.I.S. Addendum	\$ 763.00 310.00

E.I.S. Supplement \$763.00310.00
 (The applicant will also enter into a three-party contract with the City.
 A consultant will be selected by the City to prepare the EIS,
 Addendum, or Supplement. See Environmental Report/Document Third-
 Party Review Deposit.)

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA flood zone review) \$520.00
(Resolution No. 2022-06)

FINAL LARGE LOT SUBDIVISION See LONG SUBDIVISION

FINAL SHORT PLAT See SHORT PLAT

FINAL SUBDIVISION See LONG OR SHORT SUBDIVISION

~~BUILDING AND PLANNING FEES (Continued)~~

FLOOR AREA RATIO (FAR) BONUSES IN THE MIXED USE TOWN CENTER
 AND HIGH SCHOOL ROAD DISTRICTS
 (Ordinance No. ~~99-17~~2021-10, Resolution Nos. 2001-02 and 2006-50)

Residential Development	\$18.00 / Square Foot
Mixed Use Development	\$25.00 / Square Foot
Commercial Development	\$34.00 / Square Foot

NOTE: The ability to design a development project
 using FAR has been suspended by Ordinance No.
 2021-10 until September 10, 2022.

GEOLOGICALLY HAZARDOUS AREA THIRD-PARTY \$2,500.00
 GEOTECHNICAL REVIEW
 (Resolution No. ~~2008-21~~2018-09)
 Deposit (Final balance of any unpaid geotechnical review
 service fees due prior to issuance of building permits)

GRADING PLAN REVIEWS AND PERMITS Calculated on the 1997 UAC
 (BIMC 1.28.010 A, Ordinance No. ~~2007-08~~2022-05, Resolution No. 2022-06) ~~Tables 3-G~~
~~and 3-H~~

Plan review – 100 cubic yards or less	No fee
Plan review – 101 to 1,000 cubic yards	\$1,420.00
Plan review – 1,001 to 10,000 cubic yards	\$2,930.00
Plan review – 10,001 to 100,000 cubic yards	\$5,210.00
Plan review – greater than 100,000 cubic yards	\$390.00 + \$.05/cubic yard
Permit – 100 cubic yards or less	No fee
Permit – 101 to 1,000 cubic yards	\$810.00
Permit – 1,001 to 10,000 cubic yards	\$3,270.00
Permit – 10,001 to 100,000 cubic yards	\$4,890.00
Permit – greater than 100,000 cubic yards	\$390.00 + \$.05/cubic yard

HOURLY RATES

(Resolution No. 2022-06)

These hourly rates apply when referenced in other parts of this fee schedule or when services are provided and no fee is listed.

<u>Building permit services</u>	<u>\$125.00</u>
<u>Planning permit services</u>	<u>\$165.00</u>
<u>Development engineering services</u>	<u>\$160.00</u>

LARGE LOT SUBDIVISION \$16,027.0017,620.00
(Resolution No. ~~2006-50~~2022-06)

~~BUILDING AND PLANNING FEES (Continued)~~

LARGE LOT SUBDIVISION, MINOR ALTERATION \$360.002,190.00
(Resolution No. ~~2011-24~~2022-06)

LEGISLATIVE REVIEW OF DEVELOPMENT REGULATIONS \$3,053.0019,190.00
(BIMC 2.16.180, Resolution No. ~~2018-36~~2022-06)

LONG SUBDIVISION \$17,363.0032,360.00
(BIMC 2.16, Resolution No. ~~2006-50~~2022-06) Plus \$1,145.00 per lot

LONG SUBDIVISION, MINOR ALTERATION OF AN APPROVED PLAT \$360.002,800.00
(Resolution No. ~~2011-24~~2022-06)

LONG SUBDIVISION, REPLATTING OR AMENDMENT OF AN APPROVED PLAT
(Resolution Nos. ~~2006-50, 2011-24~~2022-06)

<u>Minor Plat Amendment</u>	<u>\$1,336.00</u>
<u>Major Plat Amendment/Alteration, Including Replatting</u>	<u>\$8,586.00</u> <u>20,020.00</u>
<u>Revision to a Subdivision Under Review or Review</u>	<u>Plus \$572.00 per lot</u>
<u>Of a Disapproved Subdivision, as Determine by the Director</u>	<u>\$3,380.00</u>

MINOR ADJUSTMENT \$900.00
(Resolution No. ~~2011-24~~)

MAJOR ADJUSTMENT \$2160.00
(Resolution No. ~~2011-24~~)

MECHANICAL FEES/PERMITS Calculated from the 1997 UAC Table 3-C
(Ordinance No. ~~2007-08~~2022-05, Resolution No. 2022-06)

<u>Base permit issuance</u>	<u>\$125.00</u>
<u>Each additional permit issuance</u>	<u>\$65.00</u>
<u>(these first two mechanical permit fees are in addition to the others below)</u>	
<u>Furnace, regardless of BTUs/hour</u>	<u>\$41.00</u>
<u>Installation of each floor furnace (including vent) or suspended furnace</u>	<u>\$41.00</u>

Installation of each appliance vent	\$41.00
Repair or addition	\$41.00
Boiler or compressor up to 100,000 BTUs/hour	\$41.00
Boiler or compressor, 100,001 BTUs/hour and above	\$124.00
Air handlers, regardless of cubic feet per minute	\$41.00
Evaporative coolers	\$41.00
Ventilation fan to single duct	\$41.00
Ventilation system not part of any heating or AC	\$41.00
Hood installation	\$41.00
Domestic-type incinerator	\$41.00
All other pieces of equipment	\$41.00
Inspections outside of normal business hours	\$280.00
Reinspections	\$124.00
Inspections for which no fee is specified	\$124.00
Additional plan review	\$124.00

MOBILE HOME PERMIT \$150.00
(Resolution No. 2007-05)

OPEN SPACE REVIEW \$265.00 1,750.00
(BIMC 1.28.010A, Ordinance No. 92-24, Resolution No. ~~2006-50~~ 2022-06)

PARK LAND DEDICATION AND/OR FEE IN LIEU OF City Council
(Ordinance No. 84-09) determines
PUDs and rezones to multi family are required on a case by case basis to dedicate land
and/or pay a fee for parklands.

PARKING CONTRIBUTION IN LIEU OF ON-SITE SPACES
(BIMC 18.81.030.P, Resolution Nos. 99-14, 2001-03 and 2006-50)
Per Space \$18,550.00

PERMIT RENEWAL FEE 50% of total of Building Permit Fee +
(BIMC 15.04.050, Ordinance No. 96-12) Building Plan Check Fee + Planning Review Fee

PLAN REVIEW/PLAN CHECK (By Building Division) 65% of Building Permit Fee
(BIMC 15.04.050 B&F, Ordinance No. 2007-08)

ADDITIONAL PLAN REVISIONS REVIEW FEE (By Building Division. Includes review of
plan revisions) Based on the 1997 UAC Table 3-A
(BIMC 15.04.050 B&F, Ordinance No. ~~2013-10~~ 2022-05, Resolution No. ~~2020-01~~ 2022-
06) Hourly rate

PLANNING AND ENGINEERING REVIEW 20% of the Building Permit or 10%
OF BUILDING PERMITS if for an Accessory Dwelling Unit
(Resolution No. 2007-05)
For building permits that have had no prior planning or zoning review, this fee shall be

20% of the Building Permit fee to cover engineering reviews for drainage analysis, and planning reviews, except that the fee shall be 10% of the Building Permit Fee for such reviews for accessory dwelling units.

PLAT UTILITY ENGINEERING REVIEWS

(Resolution No. 2022-06)

Base zero – 2 to 4 lot short subdivision or equivalent, but only if the City determines no utility review work is required during land use review process	No Fee
Base one – 2 to 4 lot short subdivision or equivalent	\$5,140.00
Base two – 5 to 15 lot long subdivision or equivalent minor commercial development	\$15,420.00
Base three – 15+ lot long subdivision or equivalent major commercial development	\$25,710.00

PLUMBING PERMITS FEE

Calculated from the 1997 UAC Table 3-D

(Ordinance No. 2007-08 2022-05, Resolution 2022-06)

Base permit issuance	\$125.00
Each additional permit issuance	\$65.00
<u>(These first two plumbing permit fees are in addition to the others below)</u>	
Fixtures and vents on one trap	\$41.00
Repair or alteration of drainage or vent piping	\$41.00
Sewers, disposal systems, and interceptors: building sewer	\$124.00
Sewers, disposal systems, and interceptors: cesspool	\$124.00
Sewers, disposal systems, and interceptors: private sewage system	\$124.00
Sewers, disposal systems, and interceptors: industrial waste pretreatment interceptor	\$124.00
Sewers, disposal systems, and interceptors: rainwater system	\$1,700.00
Water piping system	\$216.00
Water heater installation, including vent	\$41.00
Gas piping system	\$216.00
Plumbing system with atmospheric-type vacuum breakers	\$850.00
Plumbing system with all other types of backflow protection devices	\$1,710.00
Plumbing system, public or private pool or spa	hourly building rate
Plumbing, all other pieces of equipment	\$124.00
Plumbing inspections outside of normal business hours	\$278.00
Plumbing reinspections	\$144.00
Plumbing inspections for which no other fee is specified	\$144.00
Plumbing, additional plan review	\$144.00
Plumbing: Sewers, disposal systems, and interceptors: rainwater systems w/easement	\$2,440.00

PRE-APPLICATION CONFERENCE MEETING

(BIMC 1.28.010 A, Resolution No. 2018-20 2022-06)

Meeting only for minor land use permits (i.e., minor conditional use, minor variance, minor site plan review, short subdivision, and any action that doesn't require a pre-application meeting).	\$500.00 \$2,850.00
--	--------------------------------

Meeting for all other land use permits (i.e., major conditional use, major variance, major site plan review, long subdivision, and other actions that require a pre-application meeting). ~~\$1,000.00~~\$2,850.00

Meeting and Committee Meeting Additional ~~\$250.00~~\$930.00

Meeting and Public Participation Meeting Additional ~~\$250.00~~\$930.00

RENOTICING FEE ~~\$200.00~~\$390.00
(Resolution No. ~~2011-24~~2022-06)

REZONE ~~\$3,053.00~~\$8,390.00
(BIMC 2.16.140 and 180, Resolution No. ~~2006-50~~2022-06)

~~BUILDING AND PLANNING FEES (Continued)~~

SHORELINE PERMITS
(Resolution No. ~~2020-04~~2022-06)

Adjustment/Revision to Approved Shoreline Permit \$3,380.00

Administrative Conditional Use Permit (includes enlargement of an existing structure) \$8,470.00

Administrative Review (includes both Substantial Development Permit and Administrative Shoreline Variance) \$8,470.00

~~Buoy (Programmatic Review)~~ ~~\$450.00~~\$1,500.00

~~Shoreline Exemption without SEPA~~ ~~\$572.00~~\$1,500.00

~~Shoreline Exemption with SEPA~~ ~~\$1,908.00~~\$1,940.00

~~Shoreline Substantial Development Permit~~ ~~\$6,869.00~~

~~Shoreline Substantial Development Permit for Enlargement of Existing Structure~~ ~~\$4,579.00~~

~~Shoreline Conditional Use Permit~~ ~~\$8,014.00~~\$10,770.00

~~Shoreline Conditional Use Permit for Enlargement of Existing Structure~~ ~~\$5,342.00~~

~~Shoreline Variance:~~
~~Administrative~~ ~~\$5,724.00~~

~~Full process (Hearing Examiner)~~ ~~\$8,014.00~~\$10,940.00

~~Shoreline Clearing Permit (including tree removal)~~ ~~\$180.00~~\$1,520.00

(Not applicable to removals of hazard trees as determined by an ISA TRAQ Arborist.)

~~Environmental Report/Document Third-Party Review Deposit~~ ~~\$3,500.00~~

Environmental Reports/Documents may include but are not limited to:

- Habitat Management Plans
- Mitigation Plans, Monitoring Plans, and Monitoring Reports
- Violation Mitigation/Restoration Plans

(An additional deposit will be required when estimated third-party review costs will exceed previous deposits. Final balance of any unpaid review service fees are due prior to issuance of permits.)

Fish and wildlife habitat restoration and enhancement projects within the jurisdiction of the City's Shoreline Management Master Program and meeting the criteria in WAC 173-27-040(2)(o) and (p) shall not be charged fees by the City for pre-application meetings, permit applications, or other review and authorization processes; provided, that this subsection shall not apply to fees for the appeal of City decisions.

SHORT SUBDIVISION

(BIMC 2.16.070, Resolution No. ~~2011-24~~2022-06)

Two to four lots without SEPA	\$6,063.00 \$6,600.00
Two lots with SEPA	\$7,190.00
Five Three to nine four lots without SEPA	\$7,632.00 \$10,290.00
Three to four lots with SEPA	\$10,870.00

~~SHORT SUBDIVISION, REPLATTING, OR AMENDMENT ALTERATION OF AN APPROVED PLAT~~

~~(Resolution Nos. 2006-50 and 2011-24)~~

Minor Plat Amendment <u>Alteration</u>	\$360.00 \$1,970.00
Major Plat Amendment <u>Alteration, Including Replatting</u>	Same as new short subdivision fee above \$3,339.00
	Plus \$572.00 per lot

SHORT SUBDIVISION, MINOR ALTERATION OF AN APPROVED PLAT \$763.00

(Resolution No. 2011-24)

<u>Amendment of a Disapproved Application</u>	\$2,310.00
<u>(Amendment must be filed within 180 days of original project disapproval.)</u>	

~~BUILDING AND PLANNING FEES (Continued)~~

SIGN PERMIT AND RELATED \$50.00

(Ordinance 94-03, Resolution No. ~~2007-05~~2022-06)

Sign permit	\$50.00 \$730.00
Sign Variance	\$382.00 \$1,150.00

SITE ASSESSMENT REVIEW \$400.00

(Ordinance No. 2017-03, Resolution No. 2017-08)

SITE PLAN REVIEW

(Resolution No. ~~2011-24~~2022-06)

Minor	\$3,816.00 \$9,510.00
Major	\$8,586.00 \$17,530.00
Minor Adjustment/ <u>Amendment</u> to Approved Site Plan	\$900.00 \$4,050.00
Major Adjustment/ <u>Amendment</u> to Approved Site Plan	\$2,160.00 \$17,530.00
<u>Revision to a Site Plan Under Review, as Determined by the Director</u>	\$3,380.00

TEMPORARY CONSTRUCTION STAGING PERMIT \$720.00 \$1,500.00

(Ordinance No. 2020-03, Resolution No. ~~2020-04~~2022-06)

TEMPORARY PARKING LOT PERMIT (Ordinance No. 2014-08, Resolution No. 2014-07)	\$720.00
TRANSPORTATION IMPACT FEE (TIF)	
Per Trip Charge	\$1,726.40/1,811.82
Administrative Fee	2% of calculated TIF
Independent Fee Calculation Review	\$500.00
(Ordinance No. 2017-21, Ordinance No. 2015-07 Resolution No. 2020-01)	
<u>TREE ASSESSMENT – ARBORIST REVIEW</u>	<u>\$280.00</u>
<u>Review in the field of dead/hazardous trees.</u>	
<u>TREE REMOVAL/VEGETATION MAINTENANCE PERMIT</u>	<u>\$500.00/1,500.00</u>
<u>AFTER THE FACT CLEARING PERMIT (AFTER THE FACT)</u>	
(Ordinance No. 2015-03, Resolution No. 2015-01 2018-35 <u>2022-06</u>)	
<u>TREE REMOVAL OF LANDMARK TREE PERMIT</u>	<u>\$180.00/1,800.00</u>
(Resolution No. 2018-35 <u>2022-06</u>)	(Not applicable to removals of hazard trees as determined by ISA TRAQ Arborist)
TREE CLEARING ON THE SHORELINE	SEE SHORELINE CLEARING PERMIT
VARIANCES – MINOR (ZONING OR CRITICAL AREA)	\$3,434.00
(Ordinance Nos. 94-03 and 2005-03 , Resolution Nos. 2006-50 and 2011-24 <u>2022-06</u>)	
VARIANCE – MAJOR (HEARING EXAMINER)	
(Ordinance No. 94-03, Resolution No. 2006-50)	
<u>Minor</u>	<u>\$6,330.00</u>
<u>Major</u>	<u>\$20,020.00</u>
<u>Revision to a Variance Under Review, as Determine by the Director</u>	<u>\$3,380.00</u>
<u>Single Family Residential and Accessories</u>	<u>\$5,724.00</u>
<u>All Other</u>	<u>\$10,303.00</u>
VARIANCE – SHORELINE	see SHORELINE PERMITS
VARIANCE – SIGN	\$382.00
(Ordinance No. 94-03 , Resolution No. 2006-50)	
WELLS, EXEMPT – Building Connection Fee <u>State Health Department mandated fee</u>	<u>\$500.00</u>
(Chapter <u>90.94</u> RCW)	
WIRELESS FACILITIES	
(Ordinance No. 2019-15, Resolution No. 2019-18 <u>2022-06</u>)	
Eligible Facility Requests (EFR)	\$185.00/1,500.00
Small Wireless Facility (SWF) – Permit Fee	\$500 <u>570.00</u> non-recurring fee

	per SWF application, which covers up to 5 SWFs, and \$1000 <u>109.00</u> for each additional SWF beyond 5
Small Wireless Facility (SWF) – New Poles	\$1,000 <u>1,090.00</u> non-recurring fee for each new pole intended to support one or more SWF
Small Wireless Facility (SWF) – Site Fee for Locating on City Property	\$270 <u>300.00</u> recurring fee per SWF per year
Wireless Communication Facility (WCF)	\$370.00 <u>1,070.00</u>
ZONING VERIFICATION LETTER (Resolution No. 2018-20 <u>2022-06</u>)	\$100.00 <u>910.00</u>

~~BUILDING AND PLANNING FEES (Continued)~~

POLICE SECURITY SERVICES
(Resolution No. ~~2021-01~~2022-06)
(Minimum 3 hours)

~~\$88.00~~ \$100.00 per hour



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:05 PM) Adopt the Sustainable Transportation Plan - Public Works,

SUMMARY: Following the February 15, 2022 Study Session discussion, the City Council will move to adopt the Sustainable Transportation Plan, and consider identifying one of the three scenarios as the City's preferred plan of implementation.

AGENDA CATEGORY: Review and Recommendation

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to adopt the Sustainable Transportation Plan, identify Scenario __ as the City's preferred plan of implementation, and direct the City Manager to prepare an implementation work plan to share with the City Council for future direction.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	N/A
One-Time Cost:	N/A
Included in Current Budget?	No

BACKGROUND: The Sustainable Transportation Plan was initiated by the City Council in late 2019, with the goal of establishing a new vision for mobility on the island that would reduce carbon emissions and improve safety and mobility for all. The attached Vision Plan represents the work of City staff, supported by their consultant, Nelson Nygaard, a Task Force of Bainbridge Island residents, and a Technical Advisory group made up of City partner agencies. The Task Force, which met as a group 11 times over the course of the 18-month project (approximately 6-months of the project timeline were lost due to the early impacts of COVID-19), last met on January 14, 2022 to review and offer comments on the Vision Plan and the working documents (both attached). While they had additional thoughts and comments on the final documents - which the staff have worked to address in the attached versions - overall, the group felt that the Plan was a fair representation of the input and guidance that they offered throughout the process.

At the February 15, 2022 City Council Study Session the staff presented the Plan and the working documents, and the Council stated their interest in adopting the plan.

Both the Climate Change Advisory Committee (CCAC) and the Race Equity Advisory Committee were briefed on the plan, and offered the opportunity to provide a recommendation to the City Council. The recommendations from both committees are included in the packet materials.

If the Plan is adopted and a preferred scenario is adopted, the City Staff will prepare a work plan of next steps for the Council's review, including identifying funding options for consideration along with the 2023-24 biennial budget.

ATTACHMENTS:

[VISION Sustainable Transportation Plan 20220204.pdf](#)

[STP Scenario Alternatives - Working Documents.pdf](#)

[CCAC Memo on Sustainable Transportation Plan March 17th 2022.pdf](#)

[REAC STP Recommendation to City for CC 03222022](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

Bainbridge Island

Sustainable Transportation Plan

February 2022



LAND ACKNOWLEDGEMENT

We acknowledge that Bainbridge Island is within the aboriginal territory of the suq̓wabš “People of Clear Salt Water” [Suquamish People]. Expert fishermen, canoe builders, and basket weavers, the Suquamish People live in harmony with the lands and waterways along Washington’s Central Salish Sea as they have for thousands of years. Here, they live and protect the land and waters of their ancestors for future generations as promised by the Point Elliot Treaty of 1855.



Acknowledgements

The Sustainable Transportation Plan advances our climate goals and greenhouse gas reduction by building out sustainable networks that are safe, accessible, and connected. This plan is the result of significant work and dedication by hundreds of people across our Island. The following individuals were critical in shaping the Sustainable Transportation Plan.

CITY OF BAINBRIDGE ISLAND

Mark Epstein
Project Manager, Engineering

Chris Wierzbicki
Public Works Director

Kristen Drew
Communications Coordinator

Blair King
City Manager

CITY COUNCIL

Current City Councilmembers

- Leslie Schneider
- Brenda Fantroy-Johnson
- Joe Deets
- Kirsten Hytopoulos
- Michael Pollock
- Jon Quitslund
- Clarence Moriwaki

Previous City Councilmembers

- Christy Carr
- Rasham Nassar
- Kol Medina

CONSULTANT TEAM

- Nelson\Nygaard Consulting Associates
- EnviroIssues

SUSTAINABLE TRANSPORTATION TASK FORCE

- Melissa Bang-Knudsen
- Bart Berg
- Lafayette Chabot
- Ruth Flanagan
- Helaine Honig
- Kim Leatham
- Susan Loftus
- Alyse Nelson
- Emily Reardon
- David Reynolds-Gooch
- Kirk Robinson
- Barbara Tolliver
- Robert Weschler
- Jonathan Williams
- Don Willott
- Carter Wolff
- Barbara Zimmer

TECHNICAL ADVISORY TEAM

- Perry Barrett
- Bainbridge Island Metro Park and Recreation District*
- Tamela Van Winkle and Dane Fenwick
- Bainbridge Island School District*
- John Clauson
- Kitsap Transit*
- Matthew Pahs
- Washington State Department of Transportation*
- Kevin Bartoy and Carmen Bendixen
- Washington State Ferries*
- Andy Swayne
- Puget Sound Energy*
- Lisa Macchio
- Bainbridge Island Planning Commission*
- Lara Hansen
- Bainbridge Island Climate Change Advisory Committee*
- Jennifer Sutton
- Senior Planner, Planning and Community Development*

What is the Sustainable Transportation Plan?

The Sustainable Transportation Plan advances our climate goals and greenhouse gas reduction by building out sustainable modes that are *safe, accessible, and connected*.

Our community worked together to create a plan that will help to reduce carbon emissions by 90% by 2045.

Guided by insights from previous work, new analysis, and your input, we have charted a path to reduce our greenhouse gas emissions, improve transportation safety, expand mobility options, and enhance the overall experience of getting around the island—whether you call Bainbridge Island home, commute here for work, or are just visiting.

We must act quickly and decisively to achieve our goals, building on the strong foundation set by other transportation and land use plans. From the Core 40 bicycle network and other priority sustainable transportation networks to our subarea plans to the work of our partner agencies, the Sustainable Transportation Plan rests on these and many more efforts:





USING THE PLAN

The City Council and City of Bainbridge Island staff will use the Sustainable Transportation Plan to guide and fund the development of priority projects, programs, and policies in coordination with other important City goals.



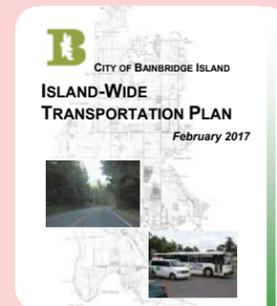
CLIMATE ACTION PLAN



KITSAP TRANSIT LONG-RANGE TRANSIT PLAN



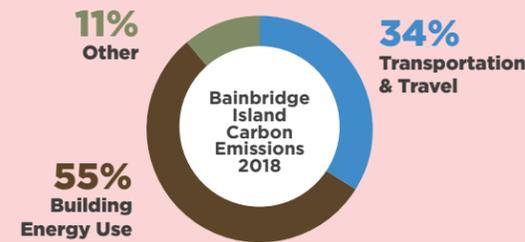
SUBAREA PLANS



ISLAND-WIDE TRANSPORTATION PLAN

Why is this plan needed?

We're in the midst of a period of unprecedented change, presenting important opportunities for Bainbridge Island and our residents, workers, and visitors. There are many challenges facing us, and they require creative approaches and big ideas.



We are facing a climate emergency. We can no longer wait to reduce our environmental impacts, and we must focus on further developing a resilient transportation system that can respond and adapt to changing conditions. More than a third of our island's emissions come from transportation and travel. Shifting trips from driving, especially from driving alone, to walking and rolling, biking, and transit will reduce carbon and greenhouse gas emissions.

We are still dealing with the impacts of a pandemic. COVID-19 has changed our daily lives—and our travel patterns—for the last two years. With more people working from home and looking for ways to stay active, creating a sustainable transportation system to support non-work trips is critical to Islanders' physical and mental health and wellbeing. Other cities are doing more to get their residents walking and biking, and it's time to catch up!



Our island's population is growing. With more residents come increasing pressures on Island traffic as well as on housing affordability, equity, and accessibility. Providing low-cost sustainable transportation options can help us move more people, address systemic inequities, and keep Bainbridge affordable for families and for people who work on the Island.

Mobility is changing daily. Smartphones have reshaped the way we understand our transportation options and how we request services. Shared bikes (including e-bikes), cars, and rides make it increasingly possible to live a car-free or car-lite lifestyle, and these options are coming to Bainbridge. New devices and technologies are launching every day, and they will both enhance and put pressure on our networks.

How was the plan created?

The process to develop the Sustainable Transportation Plan began in 2019. Building from best practices research and community values, we shaped goals, an evaluation framework, and recommendations that help to fill mobility gaps and move Bainbridge Island toward our climate action goals.



1

BEST PRACTICES

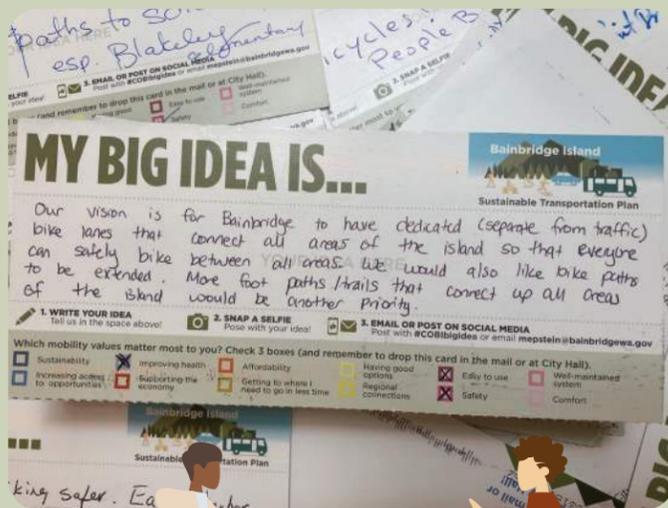
We started our work by looking at what other North American cities are doing to advance sustainable transportation. By talking to leading practitioners, exploring the goals of cities small and large, and leveraging the project team's expertise, we outlined a community-centered process to create Bainbridge Island's Sustainable Transportation Plan.



2

MOBILITY VALUES

Building on a City Council workshop, we engaged with Bainbridge Island residents to understand people's mobility values. These values were used to develop goals and objectives, explore gaps, evaluate solutions, and identify the recommended near-term projects included in this plan. Prioritizing sustainability, safety, and greater connectivity led to a focus on an all-ages-and-abilities bike network and more tailored transit services.



3

GOALS AND GAPS

To guide the Sustainable Transportation Plan, we used the mobility values to shape six goals, which were approved by City Council. The goals and their supporting objectives explain what Bainbridge Island residents want the plan to do for the community. Our Task Force helped to identify gaps in the existing sustainable transportation networks—tied to the goals—to highlight where there are unmet needs and opportunities for improvement.



4

POTENTIAL SOLUTIONS

Bainbridge Island residents shared their big (and small) ideas for sustainable transportation early in the project, and our Task Force worked in subcommittees to develop new networks and ground-truth their feasibility. The project team then used a layered analysis approach to identify several hundred potential projects, programs, and policies that could fill sustainable transportation gaps, overcome barriers, and advance the plan's goals.



5

EVALUATION AND PRIORITIZATION

After creating the Sustainable Transportation Plan vision for complete walking and rolling and transit and shared mobility networks, we used the community's values and the plan's goals to evaluate the many projects. This exercise helped us prioritize the solutions based on their potential impact, creating a shorter list of projects for three scenarios. The scenarios recognize our cost constraints and unique context.



Sustainable Transportation Plan

Who developed this plan?

The Sustainable Transportation Plan represents two years of hard work by hundreds of people, including Island residents and business owners, City Council, City of Bainbridge Island staff, agency partners, and our consultant project team. The collaboration by and perspectives of each person who participated helped to create a plan that outlines and guides our sustainable transportation future.



SUSTAINABLE TRANSPORTATION TASK FORCE

The Sustainable Transportation Task Force, created and appointed by the City Council, included nearly 20 volunteers who met regularly throughout the project. The role of the Task Force was to provide advice, local expertise, and unique perspectives; to review ongoing work; to offer input on potential solutions and draft recommendations; to advocate for Sustainable Transportation Plan outcomes; and to connect with others around the Island. The Task Force conducted field work to identify gaps, helped to develop long-term networks, weighed tradeoffs, and worked closely with one another to create a plan that has broad support.

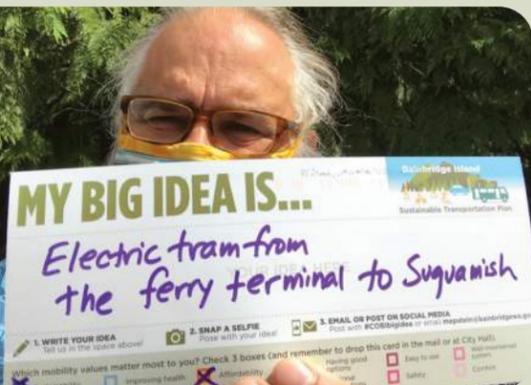
TECHNICAL ADVISORY TEAM

To complement the Task Force, we established a Technical Advisory Team, which included departmental and agency representatives with a role in sustainable transportation on Bainbridge Island: City of Bainbridge Island Planning, Public Works, Communications, and the Planning Commission; Bainbridge Island Metro Park and Recreation District; Bainbridge Island School District; Washington State Department of Transportation; Washington State Ferries; Kitsap Transit; and Puget Sound Energy. The Technical Advisory Team reviewed our analysis and advised the project team on programs, partnerships, and opportunities to leverage resources.



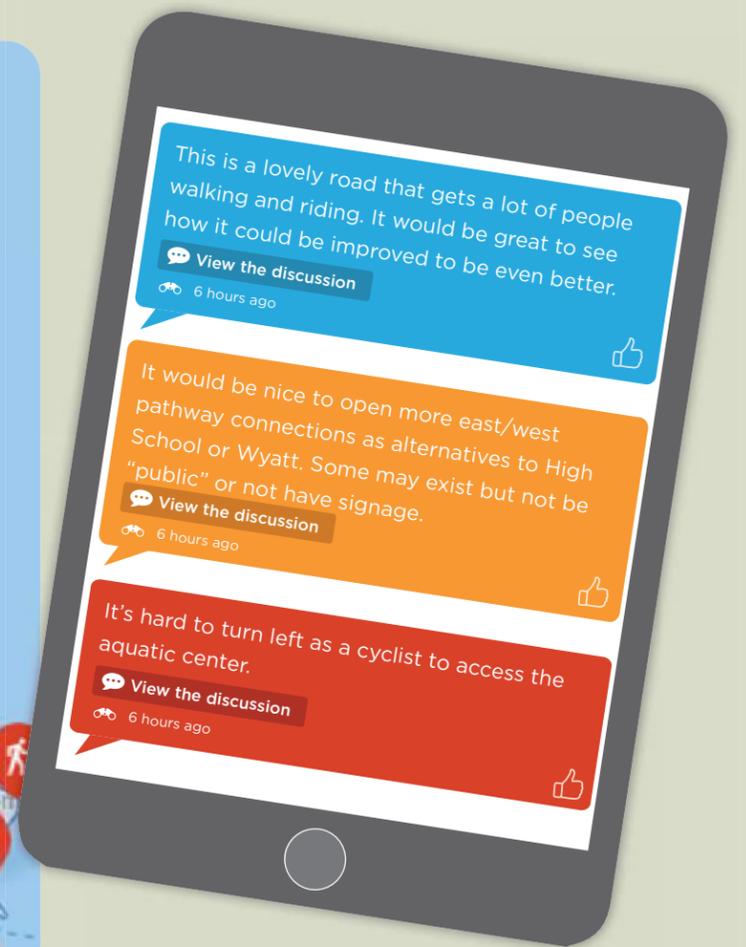
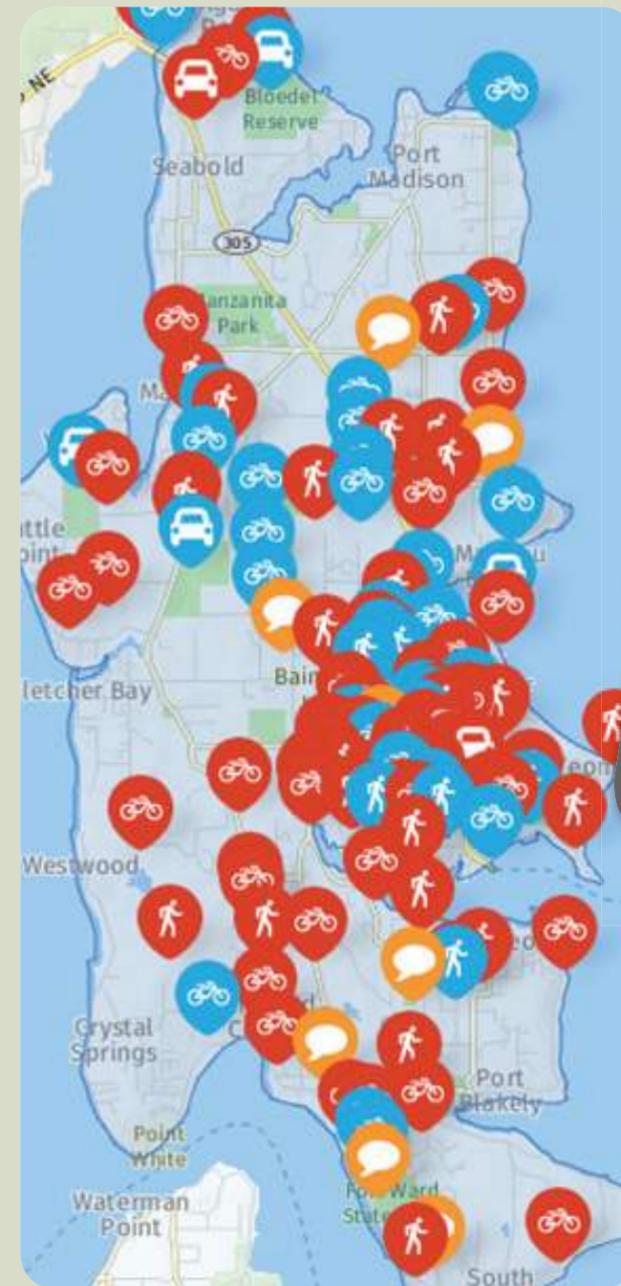
COMMUNITY MEMBERS

Community members from across the Island helped to shape the Sustainable Transportation Plan's vision and goals, as well as the recommended projects and programs. From identifying mobility values to sharing your big ideas for the future of transportation on Bainbridge Island, you offered suggestions for more comfortable, connected places to walk and bike, ideas to improve safety for seniors and students, new regional connections by water and bus, and the importance of maintaining our current transportation system.



How did the community help us identify needs?

Early in the project, we asked the Bainbridge Island community to tell us about the barriers you experience when using sustainable transportation modes. Through an online mapping exercise and small-group discussions, you identified narrow roads with limited visibility, missing connections that require out-of-direction travel, and high-speed traffic as your top challenges to walking, rolling, and biking on the Island.



The community mapping activity also pointed out what's great about sustainable transportation on the island, including important destinations for walking, rolling, and biking.

What are Bainbridge's existing sustainable transportation assets?

We didn't start from scratch to create the Sustainable Transportation Plan. Beyond the many transportation and land use plans developed over the years, Bainbridge is guided by strong values. Our Island has many assets—including the Core 40 bicycle network, the Sound to Olympics Trail, and Washington State Ferries and Kitsap Transit service—that form a strong backbone for this plan's recommendations. And our neighborhood centers are complemented by a unique rural character and a stunning natural environment that we must preserve and protect.



WATER AND LAND TRANSIT PARTNERSHIPS

Strong interagency partnerships—including bus and ferry service—are integral to the local and regional transportation system. The City complements these services by prioritizing access to transit stops and the ferry terminal and adopting land use policies that focus growth near the ferry terminal and transit corridors.



NEIGHBORHOOD CENTERS AND DESTINATIONS

Our growth is focused in five designated centers that prioritize mixed-use, pedestrian-scale development. We're also an island of local and regional destinations, with parks and shoreline street ends, schools and recreational facilities, and shops and the charm of downtown Winslow that draw locals and visitors alike.



ENGAGED RESIDENTS

Bainbridge Islanders are passionate about this community and its opportunities. Hundreds of people participated in outreach activities, joined the Sustainable Transportation Task Force meetings, and shared input throughout the planning process. Your enthusiasm is an important asset that will help to support implementation.



Photo Credit: Don Willott

CORE 40 BICYCLE NETWORK AND SOUND TO OLYMPICS TRAIL FACILITIES

We've made some important investments in sustainable transportation over the years, from building out the Core 40 network of bike routes to constructing the first phase of the Sound to Olympics Trail. These facilities form a critical backbone for the Sustainable Transportation Plan and help to connect some of the Island's most important destinations.



MOBILITY VALUES

Our shared values are the foundation of the Sustainable Transportation Plan, and we've used them to guide decisions and identify priority investments. Through early engagement activities, Island residents pointed to safety, sustainability, and taking care of our current transportation infrastructure as important values. Improving safety and reducing environmental impacts were also commonly cited as Island priorities.



RURAL AND SCENIC CHARACTER

The island's natural and scenic character is enhanced by rural winding roads and the vision for SR 305 as a green and scenic highway. Beautiful paths, world-class parks, and stunning viewpoints encourage walking and biking. Lush vegetation and native habitat invite exploration and support mental and physical health.

What gaps is this plan helping to address?

These gaps help point to the types of investments that are needed as we work toward our vision. To complement the City’s past planning work and to build on the input from the community, the Sustainable Transportation Plan project team analyzed data and worked with the Task Force to identify gaps that must be addressed to meet our Island’s sustainable transportation goals.



NON-COMMUTE DRIVING

Nearly 60% of the Island’s commute trips are made by sustainable modes. However, non-commute trips are predominantly made by driving alone. Shifting a portion of the non-commute trips to sustainable modes would decrease our greenhouse gas emissions.



BICYCLE TRAFFIC STRESS

Nearly a third of Bainbridge Island roads have the highest levels of bicycle traffic stress. The Sound to Olympics Trail is the island’s only all-ages-and-abilities bicycle facility. To get more people walking, rolling, and biking, we must create more comfortable places for kids and families to travel.



CRASHES AND SAFETY

People walking or biking were involved in 8% of the total collisions on Bainbridge Island from 2007 to 2019. Yet more than half the collisions resulting in a fatality or serious injury involved someone walking or bicycling. We can improve safety for our most vulnerable travelers by providing protected facilities.



LONG COMMUTES

Many people who work on Bainbridge Island live off-island due to a limited number of high-wage jobs coupled with very high housing costs. This translates to longer commutes that are often difficult to make by sustainable modes. Providing more affordable and sustainable transportation options can help to create a more equitable community.



LACK OF CONNECTIVITY

Several important community destinations do not have sustainable transportation connections. And Bainbridge Island’s transit routes focus on the ferry terminal with few direct connections between island destinations outside of Winslow. By better connecting the places people want to go with sustainable modes, we can provide efficient and reliable choices for more trips.



Source: City of Bainbridge Island

FUNDING SOURCES

The City of Bainbridge Island consistently spends a large proportion of its transportation capital improvement budget on non-motorized projects. However, current funding only supports three to four non-motorized projects per year. We must find new sources of funding and leverage partnerships to build and maintain the Island’s sustainable transportation network.

What is the Island's vision for sustainable transportation?

As we look to the future, we envision a walking and rolling network that supports people of all ages and abilities with safe, comfortable connections between our neighborhood centers and important Island destinations. That network will be complemented by a transit and shared mobility network that provides affordable, accessible options throughout the day and into the evening and takes advantage of new and emerging technologies.

Through partnerships and by leveraging both public and private sector resources, we'll expand the funds that are available to maintain our current system and build networks that respect our Island's natural character while making important strides to address climate change.

Bainbridge Island's current transportation networks



110

MILES OF TRANSIT ROUTES



125

BUS STOPS



210

MILES OF ROADS



100

MILES OF WALKING PATHS



10

MILES OF BIKE FACILITIES

What are Bainbridge Island's goals for sustainable transportation?

Our goals—defined by City Council and the community—describe what we will achieve together.

Bainbridge's Sustainable Transportation Plan defines the Island's mobility future. In addition to our priority goal of reducing greenhouse gas emissions by 90% by 2045, our community holds other important values related to moving around Bainbridge Island. Our sustainable transportation goals set a framework for decisions and investments that are aligned with our community's priorities.



CLIMATE ACTION AND RESILIENCE

Address the climate crisis to create a more resilient Bainbridge Island



NATURAL SYSTEMS AND RURAL CHARACTER

Preserve the health of Bainbridge Island's natural systems and honor its rural character



SAFETY AND COMFORT

Create transportation networks that protect and prioritize the most vulnerable travelers



EQUITY AND ACCESSIBILITY

Eliminate disproportionate burden in our mobility system, focusing on younger and older people, people of color, low-income people, and women



CONNECTED AND CONVENIENT

Develop an integrated mobility system that connects destinations with sustainable travel options



IMPLEMENTATION AND FUNDING

Expand available resources to advance community priorities and complete networks

The Sustainable Transportation Plan establishes a new vision for mobility on the island to reduce carbon emissions and improve safety and mobility for all. With a focus on complete and connected networks that enhance the Island's natural systems, the Sustainable Transportation Plan articulates a pathway to implementation.

OUR 2045 VISION: Walking and Rolling Network

Our 2045 Walking and Rolling Network provides connections to Island destinations, including schools, shops, major employment centers, and bus stops. It builds on the Core 40 bicycle network and Bainbridge’s world-class trail system to provide safe facilities for people walking, using mobility devices, and biking.

The network includes new sidewalks and side paths, shared streets, and upgrades to existing bike facilities to create more separation from traffic and new all-ages-and-abilities facilities across the Island. The vision also features a completed Sound to Olympics Trail that connects people from the ferry terminal to the Agate Pass Bridge. These investments will increase accessibility, comfort, safety, and connectivity for all Island residents.



Facilities for All Ages and Abilities

All-ages-and-abilities bicycle facilities provide comfortable separation from motor vehicles, both along a roadway and while crossing an intersection.

To make biking attractive and accessible to a broad range of people, Bainbridge Island needs facilities that meet the needs of children, women, seniors, and people who have different abilities. Many of Bainbridge’s existing bicycle facilities exclude people who are curious but cautious riders—those for whom riding a bike might not be the first choice—and favor confident riders, who tend to be adult men. To

achieve a 50/50 gender mode split for bicycling on the island, Bainbridge must design low-stress facilities that attract a wide range of people.

On-street bike facilities such as protected bike lanes provide physically separated space for people bicycling, buffering them from vehicle traffic. Multi-use trails like the Sound to Olympics Trail (STO) provide off-street, dedicated space that is used only by people walking, rolling, and bicycling. Today, the STO provides a comfortable, low-stress alternative to traveling along the shoulder of SR 305 between Winslow Way and NE High School Rd.



OUR 2045 VISION: Sound to Olympics Trail

The Sound to Olympics Trail (STO) is envisioned as a regional trail system that will connect the Bainbridge Ferry Terminal with the Olympic Peninsula. It is part of the Great American Rail-Trail route, linking the Seattle Waterfront Pathway to the east with the Olympic Discovery Trail to the west.

On Bainbridge Island, the trail will generally follow the SR 305 right-of-way for the seven miles from the ferry terminal to Agate Pass Bridge. This alignment is the longest contiguous “hill-free” stretch of land on Bainbridge Island; while it’s not entirely flat, it is relatively flat compared to any other seven-mile stretch on the island.

The STO is a two-way, shared-use path that serves people of all ages and abilities. This means it will be used by people biking, walking, running, skating, and pushing strollers, as well as people in wheelchairs and those who use other assistive devices. Completing the STO will require continued commitment and significant funding that is beyond the resources the City currently has available. The trail is included in both local and regional plans, which makes it eligible for federal funding through competitive grants.

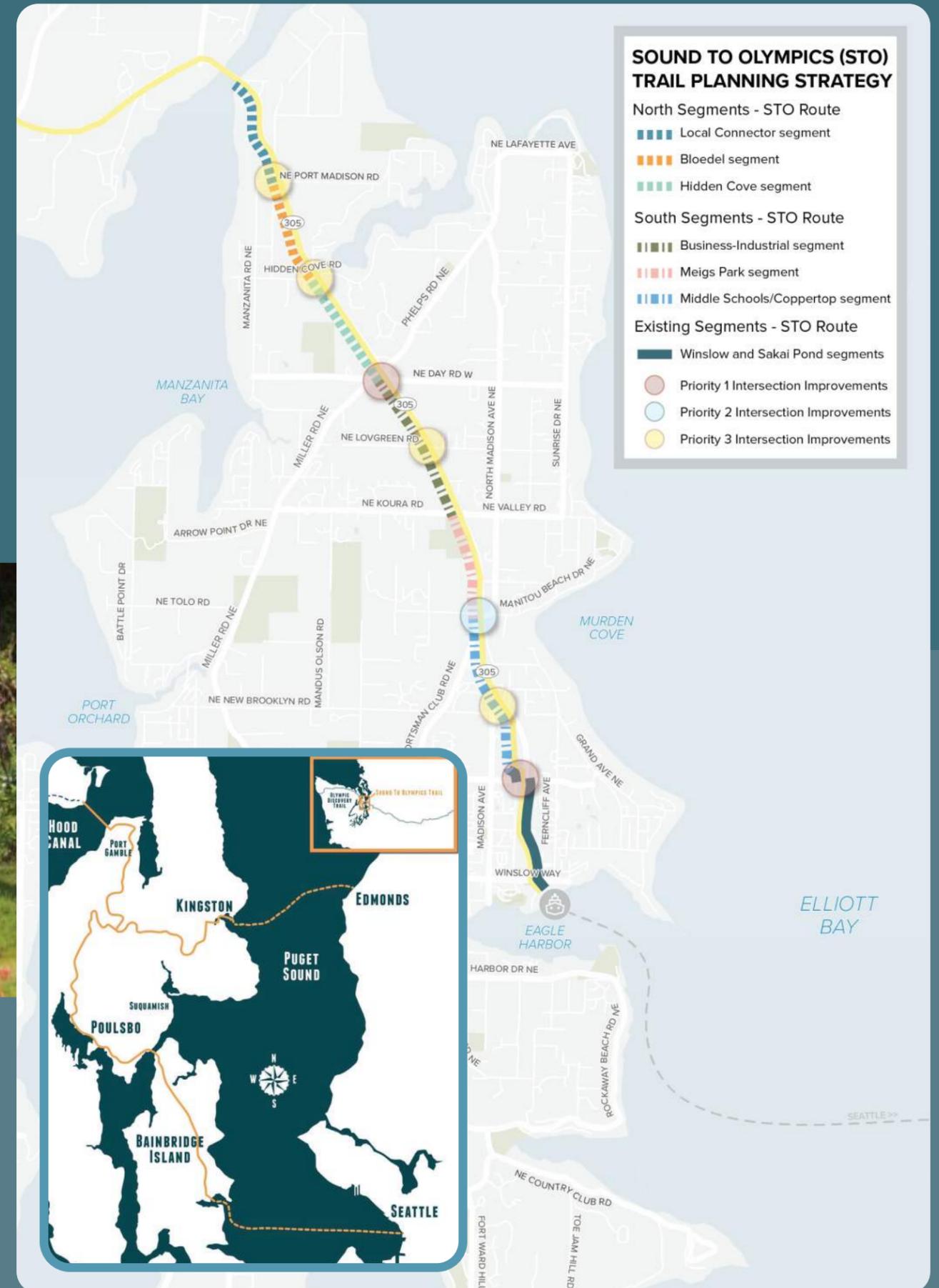


Photo Credit: Don Willott

Taking the Next Steps

The Winslow Connector was the first fully constructed segment of the STO, running 1.1 miles on the east side of SR 305 from Winslow Way to High School Road. The second segment of the STO, the Sakai Pond Connector, was constructed in 2021.

Up next is a continuation north to Sportsman Club Road (the Coppertop Connector), which will be followed by the Meigs Park Connector that will take people to Koura Road. Future phases will continue to the Agate Pass Bridge and connect to sections of the STO in Poulsbo and Port Gamble. The map to the right highlights the phasing of the trail, including priority crossings of SR 305.



OUR 2045 VISION: Transit and Shared Mobility Network

Transit is at the core of any great sustainable transportation system, and a high-quality transit network plays a critical role in creating a more equitable, affordable, and connected Bainbridge Island.

The Sustainable Transportation Plan’s long-term transit and shared mobility network includes both an intra-Island and a Winslow circulator, focusing on connections to more Island destinations to increase the usefulness and competitiveness of transit on Bainbridge Island. This “flexible fixed-route” service follows a regular route but can respond to customer needs like an on-demand service. We’ve also focused on more service throughout the day and on weekends to make transit more convenient for non-work trips, both on existing routes and new routes. A complementary expansion of BI Ride—with electric shuttles provided by a private partner—could provide enhanced sustainable mobility for all types of trips across the Island. Finally, a network of mobility hubs, updated park-and-rides, and improved bus stops will connect people to shared mobility options.

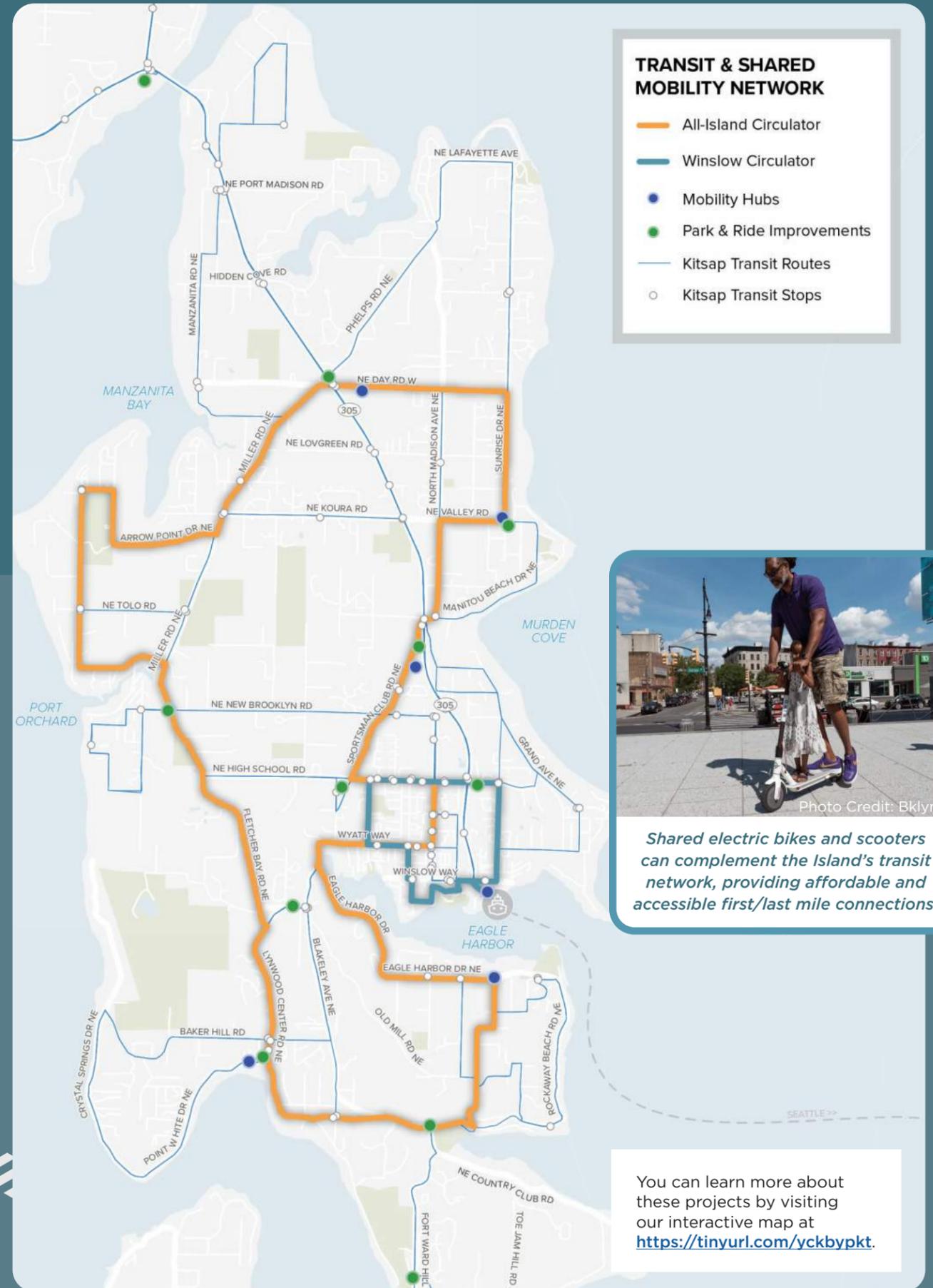
Island Mobility Hubs

Serving as a community anchor, a mobility hub is a welcoming environment that connects multimodal transportation options and supportive amenities. Mobility hubs offer a safe, comfortable, convenient, and accessible space to transfer between travel modes. They can help to reduce emissions, increase affordability, and enhance connections across the Island, while seamlessly integrating public and private mobility services.

Mobility hubs are important in many different contexts, from a denser, transit-oriented development to a more suburban or rural park-and-ride. Wherever they are located, mobility hubs must be tailored to the needs of the people and communities they serve.

You might find a mix of the following features at mobility hubs throughout Bainbridge Island:

- Bus shelters and waiting areas
- Real-time traveler information
- Secure bike parking
- Shared e-bikes and scooters
- Loading zones for pick-up and drop-off
- Charging stations for electric vehicles and bikes
- High-quality walking and biking connections
- Amenities such as lighting, street furniture, wayfinding, and kiosks



How are we working toward our 2045 vision?

No matter how much we'd like to, we can't build the entire 2045 vision at once. We have to prioritize, identifying the investments that will move us toward our vision and will do the most to help us achieve our goals of climate action, safety, accessibility, and connectivity while advancing equity and building complete networks.

To identify the most impactful projects, programs, and policies, we took the following steps:

1

GOALS AND EVALUATION RESULTS

We conducted a data-driven evaluation—based on the community's mobility values—to identify the projects that would do the most to advance our project goals. Those projects were prioritized in tiers to help us think about what we should do first.



CONNECTIONS TO DESTINATIONS

We then drew a quarter-mile radius around top destinations on the Island. These destinations were based on feedback we've heard from you throughout this process. Focusing on projects that link these locations helped us begin to create a connected and accessible network.

2



3

TRAFFIC VOLUMES AND TRAFFIC CALMING PRIORITIES

Next, we looked for areas on the Island that have high volumes of traffic, especially on corridors that connect to key destinations. We also looked for overlaps with the locations we've identified as high priorities for traffic calming, using this step to think carefully about the most important areas to increase safety.



4

HIGH BIKE USE LOCATIONS

Finally, we used new bike count data to identify project locations that touch places on the Island where a lot of people are already riding. This pointed us to project locations that would do the most to increase comfort, both for people who are already traveling by sustainable modes and those who are hoping to try a new way of moving.



5

TASK FORCE AND COMMUNITY INPUT

Looking at the locations where the results of Steps 1-4 came together, we worked with our Sustainable Transportation Task Force and other members of the community to establish critical locations and projects for funding and implementation. We broke those projects into four levels of priority, reflecting what matters most to the community as we work to meet our goals.

Even with a prioritized set of projects, programs, and policies in hand, there's not one "right answer" for how we move forward. Much will depend on the resources available, opportunities to leverage other investments, and partnerships. To provide options and weigh tradeoffs between different combinations of projects, we have developed three scenarios that advance our vision. These scenarios identify phased solutions that are context sensitive—the investments we've included are described on the following pages.



What investments are included in the scenarios?

The three scenarios described on the following pages include walking, rolling, and biking projects; transit, bus stop, mobility hub, and park-and-ride projects; programs and policies to complement sustainable travel modes; and new staff to help us deliver the Sustainable Transportation Plan.

All three scenarios are based on the same list of projects, programs, and policies and advance our climate goals and greenhouse gas reduction priorities by building out sustainable networks that are safe, accessible, and connected. However, each scenario includes a slightly different mix of investments because of funding, implementation priorities, and dependencies between projects. Detailed lists of the investments, including their cost and level of priority, are shown in Appendix A: Sustainable Transportation Plan Working Documents.



WALKING, ROLLING, AND BIKING PROJECTS

Planned Projects — Planned projects are those that are already in the City’s Capital Improvement Program. They are moving forward and are an important part of building our sustainable transportation network. One of our planned projects is a “complete streets” project that includes wider sidewalks, protected bike lanes, and traffic calming on Madison Avenue between Winslow Way and SR 305.

Island-Wide Projects — These projects offer something for everyone, addressing priority traffic calming locations, checking “easy wins” off the list, and advancing a complete walking and rolling network across the Island. Example projects include a vertically separated bike lane on Fletcher Road between Lynwood Center and Island Center Road and enhancements across school property to complete Dana’s Trail.

Connecting Centers Projects — Included as a package, these projects will create a complete network of all-ages-and-abilities facilities that links neighborhood centers and key Island destinations. From Lynwood Center to Rolling Bay and along New Brooklyn Road, we’ll have vertically separated bike lanes or off-road paths to support safe and accessible travel.



TRANSIT AND MOBILITY PROJECTS

Electric Shuttle Pilot Program — Bainbridge’s entrepreneurial spirit is on full display with our electric shuttle pilot project. Operated by a private entity with electric vehicles, the shuttle would run the All-Island Circulator and Winslow Circulator routes shown on page 21. The free circulator would operate 5 days a week for 12 hours per day making regular stops and responding to pick-up requests via app.

Mobility Projects — Beyond new bike lanes, walking paths, and circulator routes, the mobility projects include improvements to existing bus stops and park-and-rides, new Lynwood Center and Coppertop mobility hubs, and a new subsidy program for electric vehicles and bikes.



Photo Credit: Madrona School

NON-INFRASTRUCTURE SUPPORTS

Programs and Policies — Programs and policies support capital projects by encouraging more people to use sustainable transportation; connecting schools, older adults, and equity-priority communities through safe routes planning and design; and advancing our work on and funding for transformational projects such as the Sound to Olympics Trail.

Staffing and Equipment — We can’t deliver more sustainable transportation projects and programs without more people and equipment. The scenarios include funding for a Mobility Manager, as well as project managers and maintenance staff. They also include new maintenance equipment, such as an electric sweeper to keep our new bike paths clear.

SCENARIO 1: Status Quo

\$20 MILLION OVER 10 YEARS

The Status Quo Scenario projects into the future the amount of funding the City has historically spent on non-motorized transportation projects—including a reasonable assumption of what will be available through grant cycles—and provides \$20 million over 10 years to implement the Sustainable Transportation Plan. While it includes some complete all-ages-and-abilities facilities, this scenario focuses on traffic calming and improving at least one side of critical uphill routes.

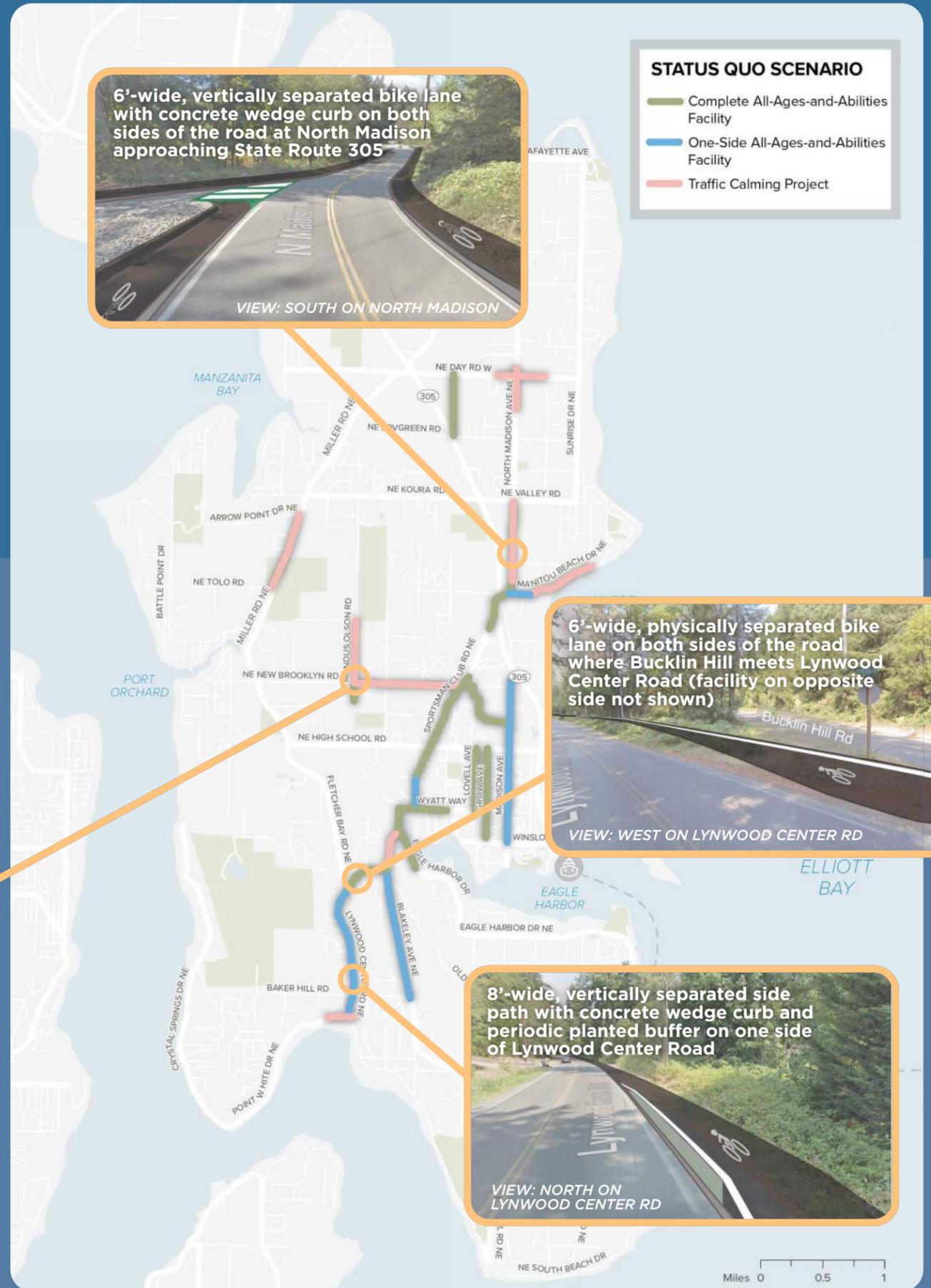
The Status Quo Scenario:

- Addresses the top **13 priority traffic calming locations** on the Island
- Delivers approximately **24 walking and rolling, biking, and mobility projects**
- Includes funding for **1 year of the electric shuttle pilot**
- Supports **10 programs and policies**
- Gives us **2 new staff positions**



Spotlight Project: New Brooklyn / Mandus Olson Intersection

This scenario features traffic calming, striping, and safety improvements along Mandus Olson and New Brooklyn, with a special focus at the intersection of the two corridors, including an extension of the trail connecting to Strawberry Hill Park to the south. Crossing enhancements, traffic calming, and advisory shoulder striping will create a safe place to cross for people walking, rolling, and biking in the center of the Island.



SCENARIO 2: Connecting Centers

\$31 MILLION OVER 6 YEARS

The Connecting Centers Scenario begins with the same existing funding sources included in the Status Quo Scenario and adds \$16 million in additional funding. It is geared toward encouraging the City to make new investments in transportation projects and programs, with potential voter-supported funding as a complement early on or midway through implementation. With nearly \$31 million available over 6 years, this scenario focuses on rapid implementation and delivery of a marquee “Connecting Centers” project that would provide a complete all-ages-and-abilities spine, as well as traffic calming projects on key routes.

The Connecting Centers Scenario:

- Addresses the top **13 priority traffic calming locations** on the Island
- Completes **5 planned projects** and **8 “quick win” Island-wide projects**
- Advances **6 mobility projects**
- Delivers the **Connecting Centers project**
- Includes funding for **1 year of the electric shuttle pilot**
- Supports **12 programs and policies**
- Gives us **4 new staff positions**



Spotlight Project: Connecting Centers Corridors

The Connecting Centers investments provide all-ages-and-abilities facilities that connect Lynwood Center to Rolling Bay and link Miller Road to Sportsman Club Road along New Brooklyn Road. With a focus on vertically separated and off-road facilities, the Connecting Centers Corridors use 10 individual projects to create a spine of high-quality infrastructure through the Island that will be comfortable for kids and older adults alike. On Sportsman Club Road between High School Road and New Brooklyn Road, we'll create a 10-foot-wide, vertically separated, 2-way bike lane. It will transition to an off-road facility on the east side of Sportsman Club Road, providing complete separation from vehicle traffic.



SCENARIO 3: Island-Wide Stretch

\$36 MILLION OVER 10 YEARS

The Island-Wide Stretch Scenario begins with the same existing funding sources included in the Status Quo scenario and adds \$16 million in additional funding. With projects across the Island, the scenario is geared toward encouraging voter-supported funding, with the potential for additional City funding as a complement. With nearly \$36 million available over 10 years, the Island-Wide Stretch scenario focuses improving safety on as many corridors as possible through expanded investments in traffic calming and by enhancing at least one side of critical uphill routes.

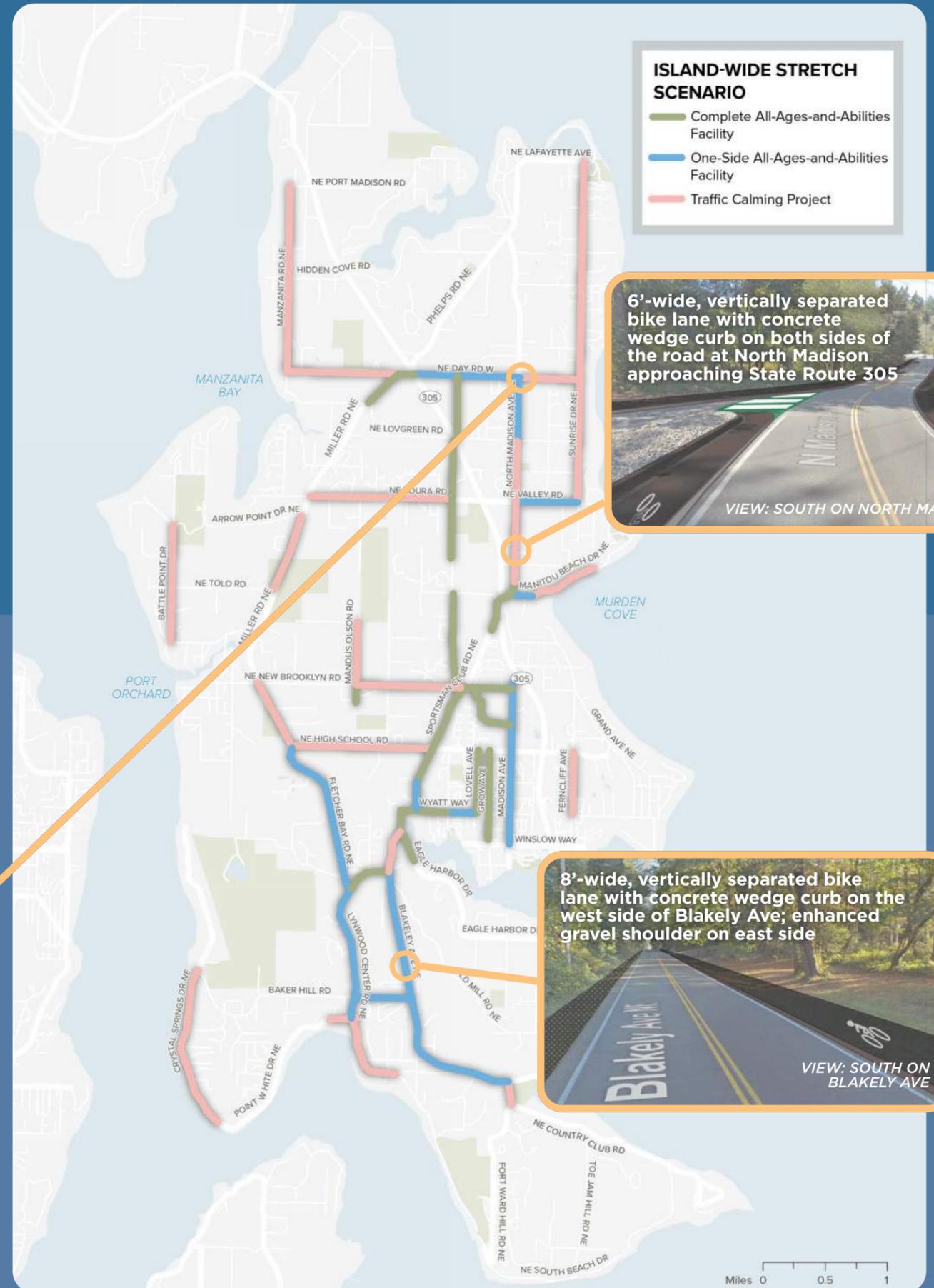
The Island-Wide Stretch Scenario:

- Addresses the top **20 priority traffic calming locations** on the Island
- Completes **5 planned projects**
- Delivers **38 Island-wide walking, rolling, and biking projects**
- Advances **11 mobility projects**
- Includes funding for **2 years of the electric shuttle pilot**
- Supports **14 programs and policies**
- Gives us **4 new staff positions**



Spotlight Project: North Madison Bike Lane

One of the highest collision corridors on the Island, North Madison Avenue will see traffic calming improvements and a new section of bike lane approaching the intersection with Day Road. The 8-foot-wide, vertically separated bike lane on the east side of North Madison will include a concrete curb and connect to advisory shoulder striping on Day Road through signature intersection treatments. This investment connects two of our busiest corridors and provides critical safety and accessibility improvements.



What programs and policies will advance our Sustainable Transportation vision?

Each of the three scenarios described on the previous pages includes investments in new programs and policies to support the priority projects. From a Transportation Commission to guide Sustainable Transportation Plan (STP) implementation to a ridesharing program to expanded funding sources, we will take a comprehensive approach—going beyond infrastructure—to reach our goals.



IMPLEMENTATION OVERSIGHT

Transportation Commission — Made up of Councilmembers and interested residents, the Commission would provide recommendations to the City Council on STP policy recommendations, project sequencing, and overall spending levels.

Transportation Working Groups — Established to provide input on special topics, working groups would include select members of the Commission. Topics could include project design details, State Route 305 and Sound to Olympics Trail advocacy, off-road route and easement procurement, and grant acquisition.



ISLAND-WIDE PROGRAMS

Community Education and Wayfinding Program — To ensure that residents and visitors can effectively use the transportation routes and tools recommended in the STP, the education and wayfinding program would provide information and instruction alongside partner organizations (such as schools, the Park District, and the Chamber of Commerce). The program would also include online and physical maps for popular destinations, routes, and facilities.

Gravel Shoulder Maintenance Program — There are many locations along the Island’s roads that have gravel shoulders with ample room for people to walk, roll, or ride an off-road bike. To provide safe spaces for travel and preserve asphalt life, this program would invest more staff time and funding into regular maintenance of gravel shoulders.

All-Island Speed Limit Reform — The Island has a patchwork of inconsistent speed limits—some stretches of local roads have up to three different speed zones! With a goal of creating safer streets for all travelers, this program would evaluate existing speed limits and set new, consistent limits by ordinance based on roadway types and conditions.



TRAVEL OPTIONS PROGRAMS

Safe Routes Program — The safe routes program would focus on developing travel options and eliminating barriers to help children, older adults, low-income residents, and other vulnerable members of the community reach their destinations safely and comfortably.

Rideshare Program — By leveraging relationships with partner agencies—such as the School District, Park District, and sports programs—this program would develop and implement ride-share options, policies, and tools.

E-Transportation Sharing Programs — This program would offer shared electric vehicles, bikes, and/or scooters at mobility hubs and other key locations around the Island to increase access to sustainable transportation modes.



TRANSPORTATION FUNDING

Extend Transportation Benefit District (TBD) Fees — Per State legislation, municipalities can use a local charge on vehicle tabs to fund transportation improvements. The City currently collects \$40 per tab, with \$10 dedicated to traffic calming projects. The \$10 charge, which provides about \$200,000 per year and is included in the STP funding sources, expires in 2022. The fee must be reauthorized by the City Council for 2023 and beyond.

Updated Transportation Impact Fees (TIFs) — TIFs give municipalities the ability to collect fees from new development to help pay for transportation improvements needed to serve that development. The City’s current TIF fee is outdated and should be updated to reflect the STP priorities and funding needs.



POLICY UPDATES

Incorporate Recommendations into the Comprehensive Plan — The City’s Comprehensive Plan currently includes the Island-wide Transportation Plan (IWTP) as its transportation section. To be an effective guide for City decisions, the IWTP should be updated to reflect the outcomes and priorities of the STP.

Transportation Concurrency and Multimodal Level-of-Service — To determine transportation-related mitigation for development projects, municipalities use concurrency programs supported by level-of-service measurements. The City’s program would be updated to focus more heavily on development investments in active transportation facilities, including encouraging development that emphasizes the use of sustainable modes of transportation.

Land Use Code Updates — Land use is a key lever to help shift trips from single-occupancy vehicles to other options. This program would embed the priorities and outcomes of the STP in upcoming land-use updates, such as the Winslow Master Plan, neighborhood center plans, and the Housing Action Plan.

What does the Sustainable Transportation Plan do for you?



I have a comfortable place to walk, which is helping me stay healthy and active.

I can connect from one neighborhood to another on my e-bike.

My commute is faster and more reliable since I don't have to drive every day, giving me more time to spend with family.

I can take the electric shuttle to the grocery store rather than driving.

I have more affordable, convenient, and sustainable choices to get around the island.

I can bike from school to soccer practice by myself, which means I don't have to wait for my dad to pick me up every day.

I can make most of my trips by walking and biking—and I feel safe having the kids in the cargo bike—so my family got rid of our car.

I shop at more local businesses thanks to the nearby mobility hub to help me make connections.



Appendix A: Sustainable Transportation Plan Working Documents

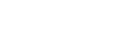


Route ID	Route Name	Route Type	Color	Start Point	End Point	Length (mi)	Notes
1	Green Line	Bicycle route	Green	Point A	Point B	1.2	Priority route
2	Yellow Line	Bicycle route with caution	Yellow	Point C	Point D	2.5	Caution advised
3	Blue Line	Bicycle route with caution (one-way)	Blue	Point E	Point F	0.8	One-way route
4	Orange Line	Bicycle route with caution (one-way)	Orange	Point G	Point H	1.5	One-way route



Sustainable Transportation Plan - "Status Quo" Project Map and Renderings (10-years)

Map Key

-  Planned Project (vertically separated bike lane, both sides)
-  Planned Project (off road paths, both sides)
-  Planned Project (vertically separated bike lane, one side; enhanced facility, other side)
-  Island-Wide Project (vertically separated bike lane, both sides)
-  Island-Wide Project (shared-use vertically separated path, one side)
-  Island-Wide Project (traffic calming/stripping/safety)
-  Island-Wide Project (two-way, off road facility)



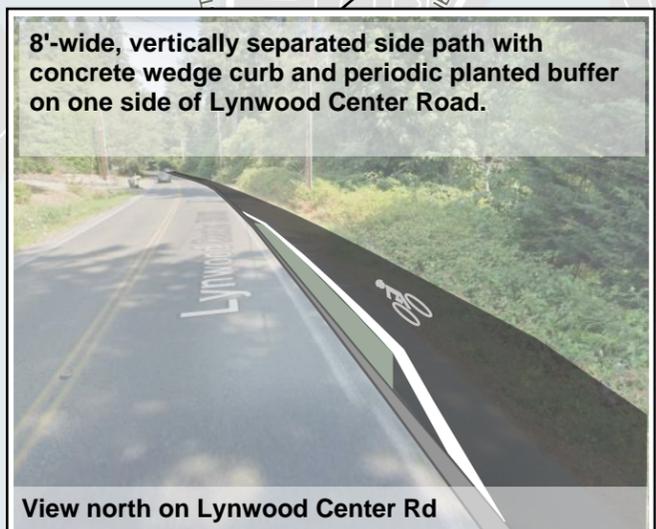
View east on New Brooklyn



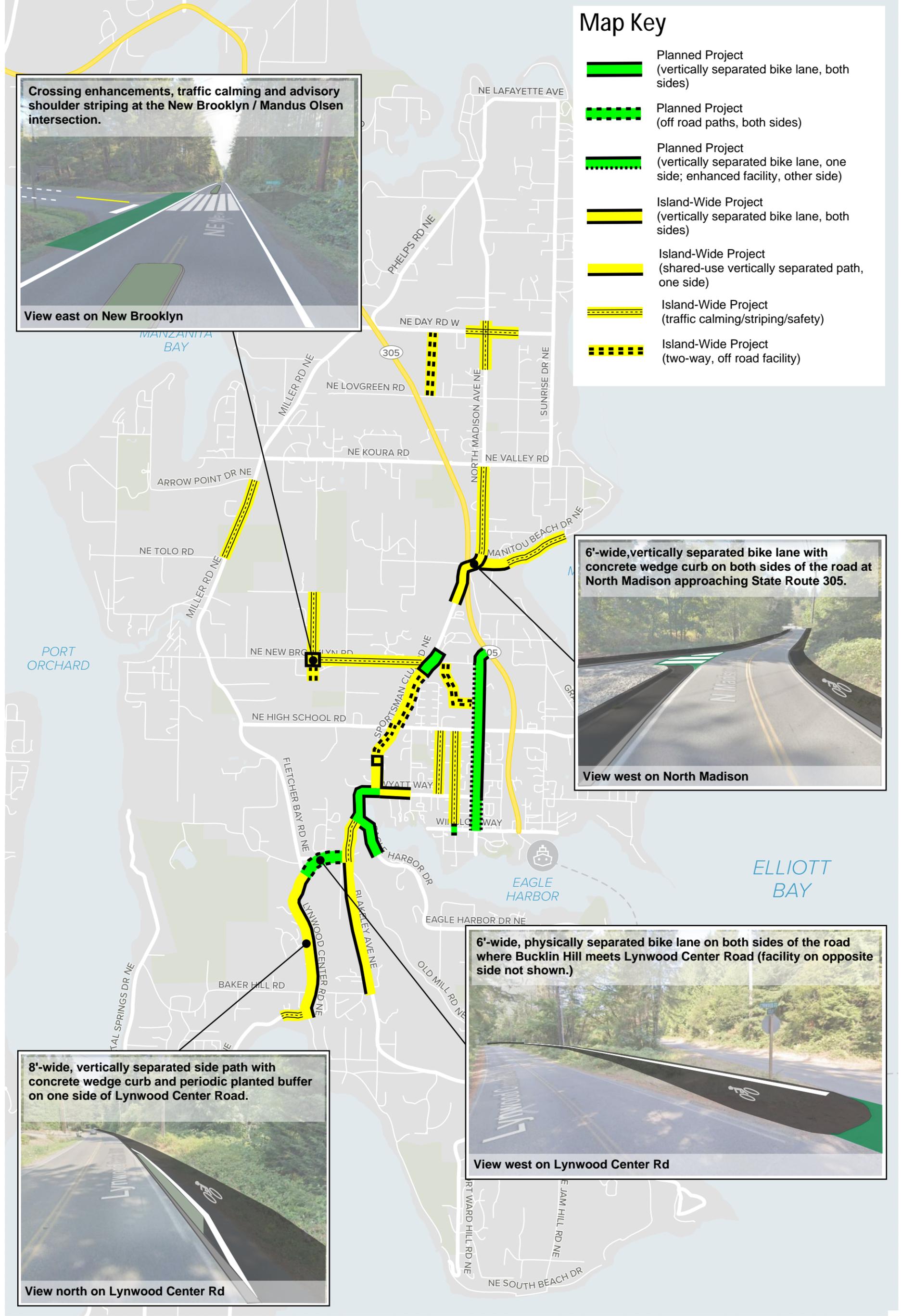
View west on North Madison



View west on Lynwood Center Rd



View north on Lynwood Center Rd



Sustainable Transportation Plan - "Status-Quo" Plan Budget, Scope and Timing

Assume "Status-Quo Funding" level (10-years 2022-2031)

Funding Type	Total Funding Amount	Avail yr 22-24	Avail yr 25-28	Avail yr 29-31
Planned Projects **	\$8,200	\$5,190	\$3,010	\$0
Trans. Ben. Dist.	\$1,500	\$700	\$400	\$400
Budget Set-aside	\$600	\$600	\$0	\$0
American Rescue Plan Act	\$2,000	\$2,000	\$0	\$0
3-Grant cycles	\$2,100	\$0	\$1,400	\$700
Annual Budget Set-Aside (yr 6-10 only)	\$6,000	\$0	\$2,400	\$3,600
Total	\$20,400	\$8,490	\$7,210	\$4,700

** Includes \$4.7M planned funding and \$3.5M identified but not secured funding (\$8.2M total)

Planned Projects			
	\$	Project Name	Project Scope / Notes
1	\$685	Sportsman/New Brooklyn - Budgeted	Crossing enhancements; new multi-use sidewalks and side path extensions
	\$250	Sportsman/New Brooklyn - Unsecured	Funding need identified but not secured
2	\$2,165	Madison Ave - Budgeted	Winslow Way to SR305; widen sidewalks, protected bike lanes, traffic calming
	\$2,000	Madison Ave - Unsecured	Funding need identified but not secured
3	\$650	Bucklin Hill	Fletcher to Blakely; 6'-wide vertically separated and off-road side paths both sides
4	\$760	Eagle Habor PH I - Budgeted	Adams to Finch; 6'wide vertically separated bike lanes both sides
	\$1,000	Eagle Habor PH I - Unsecured	Funding need identified but not secured
5	\$90	Winslow Way West - Budgeted	Grow to Wood; new sidewalks, intersection improvements
	\$260	Winslow Way West - Unsecured	Funding need identified but not secured
6	\$250	Lost Vally Trail	First phase trail improvement; 10' clearing, 8' natural surface trail
7	\$90	Finch/Sportsman Intersection	Scope now included in Islandwide project #38

Connecting Centers Projects			
	\$	Project Name	Project Scope / Notes
8	\$3,000	Lyn Ctr Rd - Pt. White to Fletcher	Vertically separated bike lanes, 6'-wide both sides
9	\$1,100	Finch - Wyatt to Sportsman	Vertically separated bike lanes, 6'-wide both sides
10	\$650	Wyatt - Finch to Weaver	Vertically separated bike lanes, 6'-wide both sides
11	\$950	Bucklin - Eagle Harbor to Blakely	Vertically separated bike lanes, 6'-wide both sides
12	\$235	Sportsman - Finch to High Schl. Rd.	Widen exist. side path for bi-directional travel; intersection improvements
13	\$600	Sportsman - High Schl. to New Brook.	Widen existing side path for bi-directional travel; southbound visual separation
14	\$1,900	Sportsman - New Brook. to 305	Vertically separated bike lanes, 6'-wide northbound and both sides north of Sakai
15	\$1,500	Valley - N Madison to Sunrise	Vertically separated bike lanes, 6'-wide both sides
16	\$2,700	N Madison - 305 to Valley	Vertically separated bike lanes, 6'-wide both sides
17	\$4,650	New Brook. - Fletcher to Sportsman	Vertically separated bi-directional bike lane, 10'-wide south side
18	\$400	New Brook. - Sportsman to Madison	Widen existing side path for bi-directional travel

These dark blue cells indicate which projects would be completed with the funding available in the years 2029-31.

(light blue - 2022-24;
medium blue - 2025-28;
dark blue - 2029-231;
no color indicates not completed)

Island-Wide Projects					
	\$	Project Name	Project Scope - Phase 1	Priority	Future Phase?
19	\$210	Grow / Lovell Couplet	One-way couplet and traffic calming Wyatt to High School Road	Easy win	N
20	\$70	Pt. White -Schel Chelb to Lynwood	Traffic calming; advisory shoulder striping; crossing enhancements	Easy win	N
21	\$180	Miller- New Brooklyn to Grand Forest	Traffic calming islands and crossing enhancements @ Forest to Sky Trail	Easy win	N
22	\$30	Dana's Trail	Trail enhancements across School property Madison to New Brooklyn	Easy win	N
23	\$60	Day - School zone	Traffic calming	Easy win	Y
24	\$230	N Madison - SR305 to Valley	Visual separation both sides and traffic calming	Easy win	Y
25	\$110	Manitou - Loop to Falk	Traffic calming; advisory shoulder striping	Easy win	N
26	\$70	Farm Trail	8'-wide off-road gravel path	Easy win	N
27	\$600	Sportsman - High Sch. Rd. to New Brook.	Widen existing side path for bi-directional travel; southbound visual separation	Priority 1	N
28	\$240	Sportsman - Finch to High Schl. Rd.	Widen existing side path for bi-directional travel; northbound visual separation	Priority 1	N
29	\$1,500	Lynwood - Pt. White to Fletcher	New 8'-wide vertically separated path uphill, NB side	Priority 1	Y
30	\$1,400	Sportsman - New Brooklyn to SR305	New 6'-wide vertically separated bike lanes Sakai to SR305 both sides	Priority 1	N
31	\$250	N Madison - SR305 to curve	New 6'-wide vertically separated bike lanes both sides	Priority 1	Y
32	\$290	New Brooklyn @ Mandus Olsen	Traffic calming and intersection safety	Priority 1	N
33	\$590	Manitou - N Madison to Loop	8'-wide vertically separated path eastbound	Priority 1	Y
34	\$160	Bucklin - Blakely to Eagle Harbor	Visual separation both sides	Priority 1	Y
35	\$650	Wyatt - Finch to Weaver	6'-wide vertically separated bike lane both sides	Priority 1	N
36	\$1,600	Blakely - Baker to Bucklin	8'-wide vertically separated path southbound	Priority 2	Y
37	\$245	Mandus - High School Rd. to Grand Forest	8' off-road gravel path from Straw. Park to New Brooklyn, traffic calming	Priority 2	Y
38	\$500	Finch - Wyatt to Sportsman	8'wide vertically separated path northbound and intersection improvements	Priority 2	Y
39	\$1,600	Fletcher - Lynwood to Isl. Ctr. Rd.	8'-wide vertically separated path southbound	Priority 2	Y
40	\$1,500	Blakely - Blakely Harbor to Baker	8'wide vertically separated path northbound	Priority 2	Y
41	\$180	High School Rd. - Fletcher to Sportsman	Visual separation of existing facilities both sides	Priority 2	Y
42	\$350	Sunrise - Valley to Lafayette	Traffic calming and enhanced gravel shoulders	Priority 2	N
43	\$1,100	Fletcher - Isl. Ctr. Rd. to New Brooklyn	8'wide vertically separated path southbound	Priority 2	Y
44	\$1,600	Day - 305 to Sunrise	8'wide vertically separated path eastbound, traffic calming east from Madison	Priority 2	Y
45	\$75	Battle Pt. - Mill to Park	Traffic calming on stretch adjacent to Battle Point Park	Priority 2	Y
46	\$35	Pleasant Beach - Oddfellows to Pt. White.	Traffic calming; advisory shoulder striping	Priority 2	N
47	\$65	Manzanita - Day to Pt. Madison	Traffic calming; advisory shoulder striping	Priority 2	N
48	\$1,400	Valley - N Madison to Sunrise	8'wide vertically separated path westbound	Priority 3	Y
49	\$170	N Madison - Valley to Winther	Traffic calming	Priority 3	Y
50	\$770	N Madison - Winther to Day	8'wide vertically separated path northbound; traffic calming	Priority 3	Y
51	\$260	Wyatt - Weaver to Nicholson	Infill sidepath north side; Weaver intersection improvements	Priority 3	Y
52	\$740	Baker - Lynwood to Blakely	8'-wide vertically separated path eastbound	Priority 3	Y
53	\$400	New Brook. - Sportsman to Madison	Widen existing side path for bi-directional travel	Priority 3	N
54	\$60	Day - Manzanita to 305	Traffic calming	Priority 3	Y
55	\$780	Miller - Bergman to 305	6'wide vertically separated bike lanes both sides	Priority 3	N
56	\$100	Crystal Springs - Pt. White To Baker	Traffic calming; advisory shoulder striping	Priority 3	N
57	\$780	Wardwell - New Brook. to Bucsit	8' off-road gravel path	Priority 3	N
58	\$890	Wardwell - Wardwell to Lovgreen	8' off-road gravel path	Priority 3	N
59	\$40	Country Club - Blakely to Fort Ward	Traffic calming at Blakely Harbor Park	Priority 4	Y
60	\$70	Koura - Mandus to 305	Traffic calming	Priority 4	N
61	\$50	Koura - Miller to Mandus	Traffic calming	Priority 4	N
62	\$50	Ferncliff - Wing Pt. to High Schl. Rd.	Traffic calming	Priority 4	N

Transit			
	\$	Project Name	Project Scope / Notes
63	\$1,000	Island-wide / Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare
64	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare
65	\$1,000	Island-wide / Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare

Mobility			
	\$	Project Name	Project Scope / Notes
66	\$25	Ferry Terminal mob-hub PH 1	Bike racks, charging stations
67	\$25	Lyn Center mobility-hub PH 1	Bike racks, charging stations
68	\$25	Coppertop mobility-hub PH 1	Bike racks, charging stations
69	\$50	Bus stop Improvements PH 1	5 exist. bus stops; shelter, benches, maps
70	\$100	E-vehicle share/subsidy	Explore electric vehicle/bike program and subsidy
71	\$100	Day Rd Park/Ride Imp.	Charging stations etc. at Kitsap Transit facility
72	\$30	Bus stop Improvements PH 2	3 exist. bus stops; shelter, benches, maps
73	\$25	Ferry Terminal mobility-hub PH 2	Additional charging stations; way finding; WIFI
74	\$25	Lyn Center mobility-hub PH 2	Additional charging stations; way finding; WIFI
75	\$25	Coppertop mobility-hub PH 2	Additional charging stations; way finding; WIFI
76	\$25	Lyn Center mobility-hub PH 3	Benches; shelter
77	\$25	Coppertop mobility-hub PH 3	Benches; shelter
78	\$20	Bus stop Improvements PH 3	2 exist. bus stops; shelter, benches, maps

Programs			
	\$	Project Name	Project Scope / Notes
79	-	Consistent, lower speed limits	Project underway 2022
80	-	Transportation Commission	Create along with working group subcommittee
81	-	Safe Routes Program	Schools; seniors, equity community
82	-	Extend Transp. Benefit Dist. Fees	All funding dedicated to project list
83	-	Translate STP to Comp Plan	Required for link to multi-modal level of service
84	-	Sound to Olympics/305 Advocacy	Create and support legislative push for SR 305 funding
85	-	Off-Road Easement Strategy	Committee and partners to prioritize off-road routes
86	\$100	Updated Impact Fees	Required to continue annual City funding
87	\$250	Sound to Olympics Planning - South	Planning for grant prep - High School to Day Road
88	\$100	Community Educ. / Signage	-
89	\$400	Sound to Olympics Grant Match	Federal grant match for Sakai Trail to Madison segment
90	\$100	Multi-modal level of service	-
91	\$250	STO Planning - North	Planning for grant prep - Day Road to bridge
92	\$200	Land-use Code Updates	-
93	\$500	Gravel Shoulder Program	Improve existing conditions for walkers (requires staff)

Other			
	\$	Project Name	Project Scope / Notes
94	\$450	Mobility Manager (3 yrs)	1 full time employee (FTE)
95	\$550	Maint Equip and Staff (3 yrs)	Purchase small electric sweeper; 1 FTE
96	\$320	Mobility Manager (2 yrs)	1 FTE
97	\$420	Maintenance Staff (4 yrs)	1 FTE
98	\$340	Maintenance Staff (3 yrs)	1 FTE

Sustainable Transportation Plan - "Connecting Centers" Project Map and Renderings (6 years)



Definitions:

Planned Project: projects included in the City's budget as part of the 2021-26 Capital Improvement Plan.

Connecting Centers Project: a new "marquee" project made up of all-ages-and-abilities (lowest level of user stress) segments that connect to each other and the Island's neighborhood centers.

Island-Wide Project: new projects selected through the development of the Sustainable Transportation Plan.

Map Key

- Planned Project (vertically separated bike lane, both sides)
- Planned Project (off-road paths, both sides)
- Planned Project (vertically separated bike lane, one side; enhanced facility, other side)
- Connecting Centers Project (vertically separated bike lane, both sides)
- Connecting Centers Project (vertically separated, two-way bike lane)
- Connecting Centers Project (two-way, off-road path)
- Connecting Centers Project (vertically separated bike lane, one side; enhanced facility, other side)
- Island-Wide Projects - easy wins (traffic calming/striping/safety)
- Island-Wide Projects - easy wins (two-way, off road path)

Advisory shoulder striping and crosswalk striping on Manitou Beach Drive.



Sustainable Transportation Plan - "Connecting Centers" Plan Budget, Scope and Timing

Assume "Status-Quo" + \$16M Other City Funding (6-years 2022-2027)

Funding Type	Total Funding Amount	Avail yr 22-23	Avail yr 24-25	Avail yr 26-27
Planned Projects **	\$8,200	\$5,190	\$3,010	\$0
Trans. Ben. Dist.	\$1,500	\$700	\$400	\$400
Budget Set-aside	\$600	\$600	\$0	\$0
American Rescue Plan Act	\$2,000	\$1,000	\$1,000	\$0
2-Grant cycles	\$1,400	\$0	\$700	\$700
Annual Budget Set-Aside (6th yr only)	\$1,200	\$0	\$0	\$1,200
Other City Funding to be Determined	\$16,000	\$6,500	\$4,500	\$5,000
Total	\$30,900	\$13,990	\$9,610	\$7,300

** Includes \$4.7M planned funding and \$3.5M identified but not secured funding (\$8.2M total)

Planned Projects			
	\$	Project Name	Project Scope / Notes
1	\$685	Sportsman/New Brooklyn - Budgeted	Crossing enhancements; new multi-use sidewalks and side path extensions
	\$250	Sportsman/New Brooklyn - Unsecured	Funding need identified but not secured
2	\$2,165	Madison Ave - Budgeted	Winslow Way to SR305; widen sidewalks, protected bike lanes, traffic calming
	\$2,000	Madison Ave - Unsecured	Funding need identified but not secured
3	\$650	Bucklin Hill	Fletcher to Blakely; 6'-wide vertically separated and off-road side paths both sides
4	\$760	Eagle Harbor PH 1 - Budgeted	Adams to Finch; 6' wide vertically separated bike lanes both sides
	\$1,000	Eagle Harbor PH 1 - Unsecured	Funding need identified but not secured
5	\$90	Winslow Way West - Budgeted	Grow to Wood; new sidewalks, intersection improvements
	\$260	Winslow Way West - Unsecured	Funding need identified but not secured
6	\$250	Lost Vally Trail	First phase trail improvement; 10' clearing, 8' natural surface trail
7	\$90	Finch/Sportsman Intersection	Scope now included in Connecting Centers Project #6

Connecting Centers Projects			
	\$	Project Name	Project Scope / Notes
8	\$3,000	Lyn Ctr Rd - Pt. White to Fletcher	Vertically separated bike lanes, 6'-wide both sides
9	\$1,100	Finch - Wyatt to Sportsman	Vertically separated bike lanes, 6'-wide both sides
10	\$650	Wyatt - Finch to Weaver	Vertically separated bike lanes, 6'-wide both sides
11	\$950	Bucklin - Eagle Harbor to Blakely	Vertically separated bike lanes, 6'-wide both sides
12	\$235	Sportsman - Finch to High School Rd.	Widen exist. side path for bi-directional travel; intersection improvements
13	\$600	Sportsman - High School to New Brook.	Widen existing side path for bi-directional travel; southbound visual separation
14	\$1,900	Sportsman - New Brooklyn to 305	Vertically separated bike lanes, 6'-wide northbound and both sides north of Sakai
15	\$1,500	Valley - N Madison to Sunrise	Vertically separated bike lanes, 6'-wide both sides
16	\$2,700	N Madison - 305 to Valley	Vertically separated bike lanes, 6'-wide both sides
17	\$4,650	New Brooklyn - Fletcher to Sportsman	Vertically separated bi-directional bike lane, 10'-wide south side
18	\$400	New Brooklyn - Sportsman to Madison	Widen existing side path for bi-directional travel

Island-Wide Projects					
	\$	Project Name	Project Scope - Phase 1	Priority	Future Phase?
19	\$30	Dana's Trail	Trail enhancements across School property Madison to New Brooklyn	Easy win	N
20	\$110	Manitou - Loop to Falk	Traffic calming; advisory shoulder striping	Easy win	N
21	\$210	Grow / Lovell Couplet	One-way couplet and traffic calming Wyatt to High School Road	Easy win	N
22	\$70	Pt. White - Schel Chelb to Lynwood	Traffic calming; advisory shoulder striping; crossing enhancements	Easy win	N
23	\$150	Miller - New Brooklyn to Grand Forest	Traffic calming islands and crossing enhancements @ Forest to Sky Trail	Easy win	Y
24	\$110	Blakely - Bucklin to School zone	Traffic calming	Easy win	Y
25	\$60	Day - School zone	Traffic calming	Easy win	Y
26	\$70	Farm Trail	8' off-road gravel path	Easy win	N
27	\$650	Wyatt - Finch to Weaver	6' wide vertically separated bike lane both sides	Priority 1	N
28	\$590	Manitou - Madison to Loop	8' wide vertically separated path eastbound	Priority 1	Y
29	\$180	High School Rd. - Fletcher to Sportsman	Visual separation of existing facilities both sides	Priority 2	Y
30	\$1,600	Blakely - Baker to Bucklin	8' wide vertically separated path southbound	Priority 2	Y
31	\$1,500	Blakely - Baker to Blakely Harbor	8' wide vertically separated path northbound	Priority 2	Y
32	\$1,600	Day - 305 to Sunrise	8' wide vertically separated path eastbound, traffic calming east from Madison	Priority 2	Y
33	\$1,600	Fletcher - Lynwood to Isl. Ctr. Rd.	8' wide vertically separated path southbound	Priority 2	Y
34	\$1,100	Fletcher - Isl. Ctr. Rd. to New Brook.	8' wide vertically separated path southbound	Priority 2	Y
35	\$75	Battle Pt. - Miller to B.P. Park	Traffic calming on stretch adjacent to Battle Point Park	Priority 2	Y
36	\$65	Manzanita - Day to Pt. Madison	Traffic calming; advisory shoulder striping	Priority 2	N
37	\$350	Sunrise - Valley to Lafayette	Traffic calming; gravel shoulder enhancement	Priority 2	N
38	\$35	Pl. Beach - Oddfellows to Pt. White	Traffic calming; advisory shoulder striping	Priority 3	N
39	\$170	Madison - Valley to Winther	Traffic calming	Priority 3	Y
40	\$770	Madison - Winther to Day	8' wide vertically separated path northbound; traffic calming	Priority 3	Y
41	\$260	Wyatt - Weaver to Nicholson	Infill sidepath north side; Weaver intersection improvements	Priority 3	Y
42	\$740	Baker - Lynwood to Blakely	8' wide vertically separated path eastbound	Priority 3	Y
43	\$400	New Brooklyn - Sportsman to Madison	Widen existing side path for bi-directional travel	Priority 3	N
44	\$60	Day - Manzanita to 305	Traffic calming	Priority 3	Y
45	\$780	Miller - Bergman to 305	6' wide vertically separated bike lanes both sides	Priority 3	N
46	\$100	Crystal Springs - Pt. White to Baker	Traffic calming; advisory shoulder striping	Priority 3	N
47	\$270	Mandus - High School Rd. to Grant Forest	8' off-road gravel path from Straw. Park to New Brooklyn, traffic calming	Priority 3	Y
48	\$780	Wardwell - New Brooklyn to Bucsit	8' off-road gravel path	Priority 3	N
49	\$890	Wardwell - Wardwell to Lovgreen	8' off-road gravel path	Priority 3	N
50	\$40	Country Club - Blakely to Fort Ward	Traffic calming at Blakely Harbor Park	Priority 4	Y
52	\$70	Koura - Mandus to 305	Traffic calming	Priority 4	N
53	\$50	Koura - Miller to Mandus	Traffic calming	Priority 4	N
54	\$50	Fernciff - Wing Pt. to High School Rd.	Traffic calming	Priority 4	N

Transit			
	\$	Project Name	Project Scope / Notes
55	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare
56	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare
57	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare

Mobility			
	\$	Project Name	Project Scope / Notes
58	\$25	Ferry Terminal mobility-hub PH 1	Bike racks, charging stations
59	\$25	Lyn Center mobility-hub PH 1	Bike racks, charging stations
60	\$25	Coppertop mobility-hub PH 1	Bike racks, charging stations
61	\$20	Bus stop improvements PH 1	2 exist. bus stops; shelter, benches, maps
62	\$100	E-vehicle share/subsidy	Explore electric vehicle/bike program and subsidy
63	\$100	Day Rd Park/Ride Imp.	Charging stations etc. at Kitsap Transit facility
64	\$30	Bus stop improvements PH 2	3 exist. bus stops; shelter, benches, maps
65	\$25	Ferry Terminal mobility-hub PH 2	Additional charging stations; way finding; WIFI
66	\$25	Lyn Center mobility-hub PH 2	Additional charging stations; way finding; WIFI
67	\$25	Coppertop mobility-hub PH 2	Additional charging stations; way finding; WIFI
68	\$25	Lyn Center mobility-hub PH 3	
69	\$25	Coppertop mobility-hub PH 3	
70	\$50	Bus stop improvements PH 3	5 exist. bus stops; shelter, benches, maps

Programs			
	\$	Project Name	Project Scope / Notes
71	-	Consistent, lower speed limits	Project underway 2022
72	-	Transportation Commission	Create along with working group subcommittee
73	-	Safe Routes Program	Schools; seniors, equity community
74	-	Extend Transp. Benefit Dist. Fees	All funding dedicated to project list
75	-	Translate STP to Comp Plan	Required for link to multi-modal level of service
76	-	Sound to Olympics/305 Advocacy	Create and support legislative push for SR 305 funding
77	-	Off-Road Easement Strategy	Committee and partners prioritize off-road routes
78	\$100	Updated Impact Fees	Required to continue annual City funding
79	\$250	Sound to Olympics - Planning South	Planning for grant prep - High School to Day Road
80	\$100	Community Educ. / Signage	Implement
81	\$400	Sound to Olympics Grant Match	Federal grant match for Sakai Trail to Madison segment
82	-	Gravel shoulder program	Improve existing conditions for walkers
83	\$100	Multi-modal level of service	Adopt policy
84	\$250	STO Planning - North	Planning for grant prep - Day Road to bridge
85	\$200	Land-use Code Updates	-

Other			
	\$	Project Name	Project Scope / Notes
86	\$300	Mobility Manager (2 yrs)	1 full time employee (FTE)
87	\$300	Project Manager (2 yrs)	1 FTE
88	\$450	Maint Equip and Staff (2 yrs)	Purchase small electric sweeper; 1 FTE
89	\$320	Mobility Manager (2 yrs)	1 FTE
90	\$320	Project Manager (2 yrs)	1 FTE
91	\$400	Maintenance Staff (2 yrs)	2 FTE
92	\$170	Mobility Manager (1 yr)	1 FTE
93	\$440	Maintenance Staff (2 yrs)	2 FTE

These dark yellow cells indicate which projects would be completed with the funding available in the years 2026-27.

(light yellow - 2022-23;
medium yellow - 2024-25;
dark yellow - 2026-27;
no color indicates not completed)

Sustainable Transportation Plan - "Island-wide Stretch" Project Map and Renderings (10-years)

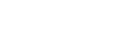


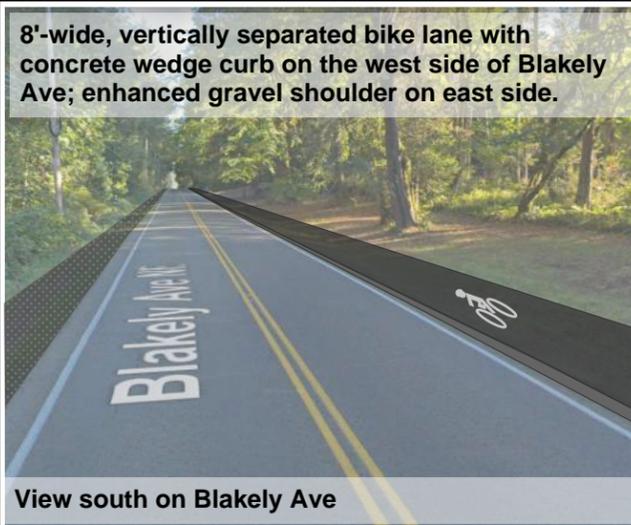
Definitions:

Planned Project: projects included in the City's budget as part of the 2021-26 Capital Improvement Plan.

Island-Wide Project: new projects selected through the development of the Sustainable Transportation Plan.

Map Key

-  Planned Project (vertically separated bike lane, both sides)
-  Planned Project (off-road paths, both sides)
-  Planned Project (vertically separated bike lane, one side; enhanced facility, other side)
-  Island-Wide Project (vertically separated bike lanes, both sides)
-  Planned Project (vertically separated multi-use path, one side)
-  Island-Wide Project (traffic calming/stripping/safety)
-  Island-Wide Project (two-way, off-road facility)



Sustainable Transportation Plan - "Island-wide Stretch" Plan Budget, Scope and Timing

Assume "Status-Quo Funding" + \$16M Other Funding (10-years 2022-2031)

Funding Type	Total Funding Amount	Avail yr 22-24	Avail yr 25-28	Avail yr 29-31
Planned Projects **	\$8,200	\$5,190	\$3,010	\$0
Trans. Ben. Dist.	\$1,500	\$700	\$400	\$400
Budget Set-aside	\$600	\$600	\$0	\$0
American Rescue Plan Act	\$2,000	\$1,000	\$1,000	\$0
2-Grant cycles	\$2,100	\$0	\$1,400	\$700
Annual Budget Set-Aside (yr 6-10 only)	\$6,000	\$0	\$2,400	\$3,600
Voter-supported funding	\$16,000	\$6,500	\$4,500	\$5,000
Total	\$36,400	\$13,990	\$12,710	\$9,700

** Includes \$4.7M planned funding and \$3.5M identified but not secured funding (\$8.2M total)

Planned Projects			
	\$	Project Name	Project Scope / Notes
1	\$685	Sportsman/New Brooklyn - Budgeted	Crossing enhancements; new multi-use sidewalks and side path extensions
	\$250	Sportsman/New Brooklyn - Unsecured	Funding need identified but not secured
2	\$2,165	Madison Ave - Budgeted	Winslow Way to SR305; widen sidewalks, protected bike lanes, traffic calming
	\$2,000	Madison Ave - Unsecured	Funding need identified but not secured
3	\$650	Bucklin Hill	Fletcher to Blakely; 6'wide vertically separated and off-road side paths both sides
4	\$760	Eagle Habor PH I - Budgeted	Adams to Finch; 6'wide vertically separated bike lanes both sides
	\$1,000	Eagle Habor PH I - Unsecured	Funding need identified but not secured
5	\$90	Winslow Way West - Budgeted	Grow to Wood; new sidewalks, intersection improvements
	\$260	Winslow Way West - Unsecured	Funding need identified but not secured
6	\$250	Lost Vally Trail	First phase trail improvement; 10' clearing, 8' natural surface trail
7	\$90	Finch/Sportsman Intersection	Scope now included in Islandwide project #34

Connecting Centers Projects			
	\$	Project Name	Project Scope / Notes
8	\$3,000	Lynwood Ctr Rd - Pt. White to Fletcher	Vertically separated bike lanes, 6'-wide both sides
9	\$1,100	Finch - Wyatt to Sportsman	Vertically separated bike lanes, 6'-wide both sides
10	\$650	Wyatt - Finch to Weaver	Vertically separated bike lanes, 6'-wide both sides
11	\$950	Bucklin - Eagle Harbor to Blakely	Vertically separated bike lanes, 6'-wide both sides
12	\$235	Sportsman - Finch to High School Rd.	Widen existing side path for bi-directional travel; intersection improvements
13	\$600	Sportsman - High School to New Brook	Widen existing side path for bi-directional travel; southbound visual separation
14	\$1,900	Sportsman - N. Brook to 305	Vertically separated bike lanes, 6'-wide northbound and both sides north of Sakai
15	\$1,500	Valley - N Madison to Sunrise	Vertically separated bike lanes, 6'-wide both sides
16	\$2,700	N Madison - 305 to Valley	Vertically separated bike lanes, 6'-wide both sides
17	\$4,650	New Brooklyn - Fletcher to Sportsman	Vertically separated bi-directional bike lane, 10-wide south side
18	\$400	New Brooklyn - Sportsman to Madison	Widen existing side path for bi-directional travel

Island-Wide Projects						
	\$	Project Name	Project Scope - Phase 1	Priority	Future Phase?	
19	\$210	Grow / Lovell Couplet	One-way couplet and traffic calming Wyatt to High School Road	Easy win	N	
20	\$70	Pt. White - Schel Chelb to Lynwood	Traffic calming; advisory shoulder striping; crossing enhancements	Easy win	N	
21	\$150	Miller - New Brooklyn to Grand Forest	Traffic calming islands and crossing enhancements @ Forest to Sky Trail	Easy win	N	
22	\$30	Dana's Trail	Trail enhancements across School property Madison to New Brooklyn	Easy win	N	
23	\$230	N Madison - 305 to Valley	Visual separation both sides and traffic calming	Easy win	Y	
24	\$110	Manitou - Loop to Falk	Traffic calming; advisory shoulder striping	Easy win	N	
25	\$70	Farm Trail	8'-wide off-road gravel path	Easy win	N	
26	\$600	Sportsman - High School Rd. to New Brook.	Widen existing side path for bi-directional travel; southbound visual separation	Priority 1	N	
27	\$240	Sportsman - Finch to High School Rd.	Widen existing side path for bi-directional travel; northbound visual separation	Priority 1	N	
28	\$1,500	Lynwood - Pt. White to Fletcher	8'-wide vertically separated path uphill, NB side	Priority 1	Y	
29	\$1,400	Sportsman - New Brooklyn to 305	6'-wide vertically separated bike lanes Sakai to SR305 both sides	Priority 1	N	
30	\$250	N Madison - 305 to curve	6'-wide vertically separated bike lanes both sides	Priority 1	Y	
31	\$290	New Brooklyn @ Mandus Olsen	Traffic calming and intersection safety	Priority 1	N	
32	\$590	Manitou - N Madison to Loop	8'-wide vertically separated path eastbound	Priority 1	Y	
33	\$500	Finch - Wyatt to Sportsman	8'-wide vertically separated path northbound and intersection improvements	Priority 2	Y	
34	\$1,600	Fletcher - Lynwood to Isl Ctr Rd	8'-wide vertically separated path southbound	Priority 2	Y	
35	\$160	Bucklin - Eagle Harbor Dr. to Blakely	8'-wide vertically separated path southbound	Priority 2	Y	
36	\$1,600	Blakely - Bucklin to Baker	8'-wide vertically separated path southbound	Priority 2	Y	
37	\$1,100	Fletcher - Isl Ctr. Rd. to New Brook.	Visual separation New Brook to HSR, 8'-wide vertically separated path southbound from HSR	Priority 2	Y	
38	\$245	Mandus - High Schl. Rd. to Grand Forest	8' off-road gravel path from Straw. Hill Park to New Brooklyn, traffic calming	Priority 2	Y	
39	\$1,500	Blakely - Blakely Harbor to Baker	8'-wide vertically separated path northbound (8' wide)	Priority 2	Y	
40	\$180	High School Rd. - Fletcher to Sportsman	Visual separation of existing facilities both sides	Priority 2	Y	
41	\$350	Sunrise - Valley to Lafayette	Traffic calming and enhanced gravel shoulders	Priority 2	N	
42	\$650	Wyatt - Finch to Weaver	6'-wide vertically separated bike lane both sides	Priority 2	N	
43	\$1,600	Day - 305 to Sunrise	8'-wide vertically separated path eastbound	Priority 2	Y	
44	\$1,400	Valley - N Madison to Sunrise	8'-wide vertically separated path westbound, traffic calming east from Madison	Priority 3	Y	
45	\$35	Pleasant Beach - Oddfellows to Pt. White.	Traffic calming; advisory shoulder striping	Priority 3	N	
46	\$75	Battle Point - Miller to B.P. Park	Traffic calming on stretch adjacent to Battle Point Park	Priority 3	Y	
47	\$65	Manzanita - Day to Port Madison	Traffic calming; advisory shoulder striping	Priority 3	N	
48	\$170	N Madison - Valley to Winther	Traffic calming	Priority 3	Y	
49	\$770	N Madison - Winther to Day	8'-wide vertically separated path northbound; traffic calming	Priority 3	Y	
50	\$260	Wyatt - Weaver to Nicholson	Infill sidepath north side; Weaver intersection improvements	Priority 3	Y	
51	\$740	Baker - Lynwood to Blakely	8'-wide vertically separated path eastbound	Priority 3	Y	
52	\$400	New Brooklyn - Sportsman to Madison	Widen existing side path for bi-directional travel	Priority 3	N	
53	\$60	Day - Manzanita to 305	Traffic calming	Priority 3	Y	
54	\$780	Miller - Bergman to 305	6'-wide vertically separated bike lanes both sides	Priority 3	N	
55	\$100	Crystal Springs - Baker to Pt. White.	Traffic calming; advisory shoulder striping	Priority 3	N	
56	\$780	Wardwell - New Brooklyn to Bucsit	8' off-road gravel path	Priority 3	N	
57	\$890	Wardwell - Wardwell to Lovgreen	8' off-road gravel path	Priority 3	N	
58	\$40	Country Club - Blakely to Fort Ward	Traffic calming at Blakely Harbor Park	Priority 4	Y	
59	\$70	Koura - Mandus to 305	Traffic calming	Priority 4	N	
60	\$50	Koura - Miller to Mandus	Traffic calming	Priority 4	N	
61	\$50	Ferndale - Wing Pt. to High School Rd.	Traffic calming	Priority 4	N	

These dark red cells indicate which projects would be completed with the funding available in the years 2029-31.
(light red - 2022-24;
medium red - 2025-28;
dark red - 2029-31;
no color indicates not completed)

Transit			
	\$	Project Name	Project Scope / Notes
62	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare
63	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare
64	\$1,000	Island-wide/ Winslow Shuttle - 1-yr	2 electric vehicles; 5 days/week; /12hrs/day; no fare

Mobility			
	\$	Project Name	Project Scope / Notes
65	\$30	Ferry Terminal mobility-hub PH 1	Bike racks, charging stations
66	\$30	Lyn Center mobility-hub PH 1	Bike racks, charging stations
67	\$30	Coppertop mobility-hub PH 1	Bike racks, charging stations
68	\$30	Bus stop improvements PH 1	3 exist. bus stops; shelter, benches, maps
69	\$100	E-vehicle share/subsidy	Explore electric vehicle/bike program and subsidy
70	\$100	Day Rd Park/Ride Imp.	Charging stations etc. at Kitsap Transit facility
71	\$40	Bus stop improvements PH 2	4 exist. bus stops; shelter, benches, maps
72	\$30	Ferry Terminal mobility-hub PH 2	Additional charging stations; way finding; WIFI
73	\$30	Lyn Center mobility-hub PH 2	Additional charging stations; way finding; WIFI
74	\$30	Coppertop mobility-hub PH 2	Additional charging stations; way finding; WIFI
75	\$30	Bus stop improvements PH 3	3 exist. bus stops; shelter, benches, maps
76	\$25	Lyn Center mobility-hub PH 3	
77	\$25	Coppertop mobility-hub PH 3	

Programs			
	\$	Project Name	Project Scope / Notes
78	-	Consistent, lower speed limits	Project underway 2022
79	-	Transportation Commission	Create along with working group subcommittee
80	-	Safe Routes Program	Schools; seniors, equity community
81	-	Extend Transp. Benefit Dist. Fees	All funding dedicated to project list
82	-	Translate STP to Comp Plan	Required for link to multi-modal level of service
83	-	Sound to Olympics/305 Advocacy	Create and support legislative push for SR 305 funding
84	-	Off-Road Easement Strategy	Committee and partners prioritize off-road routes
85	\$100	Updated Impact Fees	Required to continue annual City funding
86	\$250	Sound to Olympics Planning - South	Planning for grant prep - High School to Day Road
87	\$100	Community Educ. / Signage	-
88	\$400	Sound to Olympics Grant Match	Federal grant match for Sakai Trail to Madison segment
89	\$100	Multi-modal level of service	-
90	\$250	STO Planning - North	Planning for grant prep - Day Road to bridge
91	\$200	Land-use Code Updates	-
92	-	Gravel Shoulder Program	Improve existing conditions for walkers

Other			
	\$	Project Name	Project Scope / Notes
93	\$450	Mobility Manager (3 yrs)	1 full time employee (FTE)
94	\$300	Project Manager (2 yrs)	1 FTE
95	\$550	Maint Equip and Staff (3 yrs)	Purchase small electric sweeper; 1 FTE
96	\$320	Mobility Manager (2 yrs)	1 FTE
97	\$640	Project Manager (4 yrs)	1 FTE
98	\$880	Maintenance Staff (4 yrs)	2 FTE
99	\$660	Maintenance Staff (3 yrs)	2 FTE

Date: March 17th, 2022

To: Bainbridge Island City Council

From: Climate Change Advisory Committee (CCAC)

Subject: Endorsement of Scenario #2 from the Sustainable Transportation Plan from the Climate Change Advisory Committee

Dear Council:

At the last CCAC meeting on February 16th, we discussed the Sustainable Transportation Plan (STP) and the three scenarios that were shared with Council at a study session on Feb. 15th. We want to voice our endorsement and support for Scenario #2 in the STP that the Council is considering. Also, we want to provide some suggestions for how the CCAC can contribute to future work on issues related to climate change and transportation.

This is in addition and different from a recent memo that responded to a Council request for the CCAC to provide recommendations on sustainable transportation greenhouse gas (GHG) emissions reduction performance metrics for transportation projects associated with the Island's Sustainable Transportation Plan.

In that memo, we also suggested the city hire a consultant to help develop a more accurate baseline of potential GHG reductions related to the selected scenario, evaluate other elements that could further reduce emissions, and evaluate tools to help measure reductions over time.

Our committee's suggestions on the STP comes from two sources of information:

1. From the climate action plans (CAP) transportation-related goals and our latest GHG emission inventory.
2. From research that our committee has conducted in the past few months with the aid of an intern (see attached executive summary. The full report is included in a separate attachment).

We have summarized our comments based on two questions all CCAC members were asked.

Question #1 - Do you have any opinion on the three scenarios that were shared and detailed in regard to whether one of the scenarios will do a better job of achieving the goals of the Climate Action Plan?

- Our committee has studied and understands the three scenarios, and is supportive of Scenario #2 if that's chosen, especially if there is broad community support, which there appears to be. We believe Scenario #2 is a good initial focus and can be built on over time to include elements from Scenario #3. Since all three scenarios improve our pedestrian, bike, and transit networks there likely wouldn't be a dramatic difference in VMT or GHG emissions between them.

Question #2 - Do you feel confident that the vision plan has the right elements (STO, walking & rolling network, transit & shared mobility network, programs/policies) for the city to achieve the transportation-related goals of the Climate Action Plan? Are there any important elements missing?

- The STP does a very thorough job of analyzing how to **reduce vehicle miles traveled (VMT)** by improving our walking, biking, and transit networks. We do believe however, as covered in our prior memo, there is a need to establish a baseline of VMT reductions (with the associated GHG emission reductions). Also, we believe it is important to develop a methodology on how to evaluate the change in VMT and GHG emission reductions over time for the selected scenario and how other elements such as land use will contribute to the reduction.
- An area that's not emphasized much in the plan but which is fundamental is **electrification** (e.g., supporting the transition to electric vehicles and e-bikes/e-scooters). According to the latest GHG emissions inventory about 13% of our island's emission are from on-road vehicles. If our electricity was 100% clean and our cars were all electric that would be completely eliminated.

A recent study by the Institute for Transportation & Development Policy (ITDP) and the University of California Davis calculated that aggressive adoption of EVs would reduce transportation-related emissions by 44 gigatons by 2050 (worldwide). "Compact cities" (reducing the need for vehicles) would lower the burden by 33 gigatons. Together, the two approaches would reduce emissions by 59 gigatons, comfortably below the Paris target. The conclusion was that the greatest impact comes from pursuing both of these goals in tandem, versus just one or the other.

- To ensure the sustainability of the STP it is essential that a climate lens be applied to the overall plan and each proposed action to ensure that the implemented projects, programs and policies are not themselves vulnerable to climate change and will therefore fail to achieve their anticipated goals. All our sustainable transportation plan elements should be adapted to climate change in order to meet both our transportation and greenhouse gas reduction goals and increase the ability of each to last for its projected lifetime.
- Another area that's not emphasized much in the plan is **land use and zoning** - namely where and how we add housing units over the next 10-20 years. This was brought up repeatedly by other cities and by a transportation firm that we consulted with (Fehrs and Peers). We would encourage the city to identify next steps in that area, which may already be underway, and could potentially be included in the RFP for consulting help.
- **There are several other transportation areas** that the GHG emissions inventory included. These included: a) ferries (7% of total) which will be reduced with the electrification of ferries; b) airline travel (11% of total) where reductions will come from

education and changes in transportation; and c) off-road emissions (4% of total) which will come from other initiatives such as banning gas powered equipment.

We hope this memo provides an additional and helpful perspective on the Sustainable Transportation Plan. Please follow-up with our committee with any questions.

Regards,
Climate Change Advisory Committee

Attachment A: Executive Summary of Report on Methods for Sustainable Transportation Decision-Making: March 2022

The City of Bainbridge Island (COBI) and Sustainable Bainbridge are seeking to develop a decision-making framework for evaluating sustainable and non-motorized transportation project proposals. The goal of this framework is to optimize outcomes for greenhouse gas emissions (GHGe) reductions and to quantify these reductions. Scenarios will need to be evaluated against standards and targets and prioritized and/or compared to each other before they are chosen. After implementation, system-wide performance will need to be evaluated for performance (benchmarked).

When it comes to GHGe and vehicle miles traveled (VMT), system and scenario-level analysis is preferable to studying the impacts of specific projects. Quantifying these metrics for individual projects would be costly and could be misleading, since projects are often meant to work together for their full effect.

In 2014, the consulting group Cascadia developed a GHGe inventory for Bainbridge Island. To estimate emissions from the transportation sector, they used a regional model and scaled it down to the municipal level. This was a crude method that is far less accurate than an island-specific sketch model.

Method	Description
Method #1: Transportation Demand Model	Transportation Demand Models (TDMs) use surveys and observed data to estimate real-world transportation conditions and project how future changes to the transit system and the community will change transportation behavior.
Method #2: Sketch Models	Sketch models are less expensive and less complex than TDMs, but still can be used to project future GHGe reductions under different scenarios.
Method #3: Cell Phone Data	Using cell phone data to analyze transportation systems is an emerging technology trend. Personal cell phones that are using location-enables apps provide movement data that can be extrapolated into travel data. This data can be used to help create sketch models.
Method #4: Community Travel Survey	Community travel surveys can be distributed to citizens to gain insights into transportation behavior and preferences. This is an expensive option that is not ideal for projecting future changes to the transportation system.
Method #5: Qualitative	Although qualitative measures do not lend themselves to

Data	quantifications of GHGe or VMT, they bear mentioning because many environmentally-minded qualitative sustainable transportation measures are used by other agencies.
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We recommend **method #2: Sketch Models**, **method #3: Cell Phone Data**, and **method #5: Qualitative Data**. In particular, under method #2, we recommend **hiring a consulting firm** to apply a sketch model to the Island. This would enable scenario planning and the comparison of mitigation strategies based on GHGe reduction. For this document, we spoke with Fehr & Peers. For **method #3: Cell Phone Data**, StreetLightData would be the most comprehensive and accurate option for getting a baseline for VMT on Bainbridge Island.

After detailing these options, along with their major pros and cons, next steps are detailed based on the Climate Change Advisory Committee (CCAC) memo to Bainbridge Island City Council titled *Recommendations in Response to Council Request to Define and Measure Sustainable Transportation Plan Projects*. The research that went into this document informed the content of that memo in part.

To identify these options, research was conducted on what other local jurisdictions and groups have done to address sustainable transportation planning and GHGe accounting. We interviewed officials with Federal Way, Bellevue, Olympia, the Puget Sound Regional Council (PSRC), the Washington Department of Transportation (WSDOT), the University of Washington, and the transportation planning consulting group Fehr & Peers. We also reviewed documents from the Federal Highway Administration (FHWA), Environmental Protection Agency (EPA), Redmond, Shoreline, and many other sources.

March 18, 2022

Dear City Council and City Manager King,

The COBI Race Equity Advisory Committee (REAC) appreciates that the City reached out to us for a recommendation on the proposed Sustainable Transportation Plan (STP) options. We also thank Public Works Director Chris Wierzbicki for taking the time to present an overview of the STP scenarios.

While REAC does not have a recommended preference amongst the three STP scenarios, it approved the following recommendation at its March 17, 2022, meeting:

REAC encourages the City to continue developing and utilizing tools for proposing and evaluating city policies, projects, and programs through an equity lens before decisions are made.

We respectfully suggest that the City identify and reach out to marginalized communities for their direct input on proposed plans i.e. e-bike subsidy program and Connecting Centers Project. Hearing from these communities would help the City understand the impact proposed programs may have instead of assuming or guessing. We also suggest that outreach continue with these communities once programs are approved to fully engage their participation in such programs, trails, and bikeways.

Too often, public forums are used as a stand-alone measure for public opinion. The motivated are present and, unfortunately, the opinions and needs of traditionally marginalized communities are not heard. Reaching out to any and all people who may be affected by a City proposal is inherent to a democratic process and equity for all.

Thank you for considering REAC's recommendation.

Sincerely,

City of Bainbridge Island Race Equity Advisory Committee



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:15 PM) Preliminary Review of the Terms for the Two Million Dollar (\$2 million) Grant of American Rescue Plan Act (ARPA) Funds to Housing Resources Bainbridge toward the Development of Thirteen (13) Affordable Housing Units at 550 Madison Avenue,

SUMMARY: On September 28, 2021, the City Council approved two million dollars (\$2 million) of the \$7.061 million allocation to Bainbridge Island of American Rescue Plan Act (ARPA) funds for the Housing Resources Bainbridge (HRB) affordable housing project identified as the Wyatt/Madison Project, or also known as the 550 Madison Project.

The attached draft agreement provides the terms and conditions required to effectuate the Council's action. It is noted that these terms are intended to achieve the Council's intention and maintain the City's compliance with the eligible expenditure of ARPA funds.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to endorse the preliminary terms for a two million dollar grant of American Rescue Plan Act funds to Housing Resources Bainbridge for the development of thirteen affordable housing units at 550 Madison, and authorize the City Manager to enter into discussions with Housing Resources Bainbridge to finalize a grant agreement.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	\$2 million - ARPA Funds
Ongoing Cost:	No ongoing financial commitment
One-Time Cost:	\$2 million - ARPA Funds. Note, this does not include COBI Administrative Costs
Included in Current Budget?	

BACKGROUND: Housing Resources Bainbridge is partnering with Madison Avenue Development to develop an approximately 82 unit residential development located at 550 Madison. Upon completion of the project, 13 units will be operated as affordable housing for low income households. The purpose of the grant of ARPA funds is to assist HRB with the production or acquisition of these 13 units.

The proposed terms are consistent with usual and customary affordable housing assistance programs, including the following:

- 1) An Affordable Housing Covenant will be recorded for the site.
- 2) The covenant will apply to all 13 affordable housing units.
- 3) Affordable housing is defined as households with gross income equal to or less than sixty percent (60%) of the Kitsap County Area Median Income ("AMI") adjusted for household size. (Final ARPA rules may allow discretion by the City of Bainbridge Island for a higher income level.)
- 4) HRB is responsible for ensuring tenants meet the income requirements.
- 5) If tenants pay for utilities (water, sewer, solid waste, electricity) separately from rent, the maximum rental amount shall be reduced by a utility allowance.
- 6) HRB shall provide information to the City prior to construction on whether units are one-bedroom or two-bedroom.
- 7) HRB shall not allow overcrowding to occur.
- 8) The construction of the affordable units shall be of similar construction and quality as other units in the project.
- 9) HRB will manage the units in a professional manner and allow tenants the ability to communicate with a property manager and make a property manager readily available.
- 10) All units shall be maintained in a safe, sanitary, and decent condition for the duration of the Affordable Housing Covenant.
- 11) No mechanic's or materialmen's liens will be allowed to be placed against any of the affordable units at any time.
- 12) The City will not have any ownership interest in the affordable housing units and will not be responsible for constructing, maintaining, operating, or repairing units. The City shall have the right of first refusal to purchase the affordable housing units if HRB decides to sell or otherwise transfer any of the affordable housing units to a third party.
- 13) HRB agrees to complete construction of affordable housing units no later than December 31, 2023, and make the 13 affordable units available for rental no later than December 31, 2023. (Note - ARPA requires the City to obligate all ARPA funds by December 31, 2024, and expend all funds by December 31, 2026.)
- 14) Disbursement of grant funds to HRB shall be made upon the issuance of Certificate of Occupancy for all 13 affordable units and the recording of the Affordable Housing Covenant. If a separate Certificate of Occupancy is issued for one or more of the 13 individual affordable housing units, the City may provide a prorated amount of the overall grant funds.
- 15) The Affordable Housing Covenant will be in force for 50 years.
- 16) HRB will provide any and all reports required by ARPA for a grant subrecipient.
- 17) HRB will not discriminate and will comply with all local, state, and federal fair housing and related laws.
- 18) HRB will provide a sign during construction of the affordable housing units recognizing the role of the ARPA grant and the role of the City of Bainbridge Island as well.

ATTACHMENTS:

[ARPA Funds Agreement - COBI and HRB for 550 Madison - Draft for Consideration.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

**AGREEMENT FOR GRANT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
TO PROVIDE AFFORDABLE HOUSING**

**Federal Award Assistance Listing No. 21.027 – Coronavirus State and Local Fiscal
Recovery Funds**

THIS AGREEMENT (“Agreement”) is entered into between the City of Bainbridge Island, a Washington municipal corporation (“City”), and Housing Resources Bainbridge, a Washington nonprofit corporation (“HRB”), for the purposes set forth hereinafter.

RECITALS

WHEREAS, the City has received funds from the United States Department of the Treasury pursuant to Sections 602 and 603 of the Social Security Act, which implements Section 9901 of the American Rescue Plan Act (“ARPA”), Subtitle M of Pub. L. 117-2; and

WHEREAS, one of the purposes for which ARPA funds may be used is the development, repair, and operation of affordable housing and services or programs to increase long-term housing security for low-income and moderate-income households; and

WHEREAS, HRB is a Washington nonprofit corporation that is partnering with Madison Avenue Development, Inc., a Washington for profit corporation to develop approximately 82 residential units on land located at 550 Madison Avenue North in the City of Bainbridge Island (the “Project”). Upon completion of the Project, HRB has proposed to operate 13 units as affordable housing for low- and moderate-income households. HRB has requested a grant from the City to subsidize HRB’s provision of the affordable housing units and to ensure that the units remain affordable to low-income and moderate-income families for the life of the Project; and

WHEREAS, the City has determined that the provision of the affordable units is eligible for funding under ARPA and that the units will serve those Bainbridge Island residents who have been impacted by the public health emergency caused by COVID-19 by increasing long-term housing stability; and

WHEREAS, the City and HRB wish to set forth the terms and conditions under which the City will pass-through ARPA funds to HRB as a grant to provide the affordable housing units.

NOW, THEREFORE, the City and HRB agree as follows:

1. HRB to Provide Affordable Rental Housing Units.

A. As a condition of receiving grant funds from the City, HRB agrees to provide, own, operate, and maintain no fewer than 13 affordable housing units in the Project. As used in this Agreement, an “affordable housing unit” means a residential unit that is reserved for rent or lease to a household whose gross income is equal to or less than sixty percent (60%) of the Kitsap County Area Median Income (“AMI”), adjusted for household size, as published by

the United States Department of Housing and Urban Development (“HUD”) from time-to-time. If HUD ceases to publish AMI for Kitsap County or has not updated the same for a period of at least eighteen (18) months, the City may use or develop such other reasonable method as it may choose to determine AMI for Kitsap County. HRB agrees that all affordable housing units shall be rented to households that meet the income criteria set forth in this Section at a monthly rental rate that is no greater than thirty percent (30%) of the monthly Kitsap County AMI level for such households. If the tenant pays for utilities (water, sewer, stormwater, solid waste, electricity, gas, or heat, but excluding telephone, internet, and television services) separately from rent, the maximum rental amount shall be reduced by a utility allowance to be determined as provided in the Affordable Housing Covenant established pursuant to Section 3 of this Agreement.

B. The affordable housing units shall be of similar construction and quality as other units in the Project and shall contain facilities for living, sleeping, eating, cooking, and sanitation for a single person or household which are complete, separate, and distinct from other dwelling units in the Project and will include a sleeping area, a separate bathroom and bathing area, and a kitchen or cooking area with a range, refrigerator, and sink.

C. The affordable housing units shall consist of a mixture of one-bedroom and two-bedroom units. HRB shall inform the City of the number of one and two-bedroom units and the area of each unit in square footage prior to construction of the affordable housing units.

D. The affordable housing units shall meet the occupancy limitations set forth in Section 404 of the International Property Maintenance Code (“IPMC”), as adopted by the City, as the same now exists or as the same is hereafter amended. In renting the affordable housing units to households that meet the income criteria set forth above, HRB shall ensure that the number of occupants does not exceed the occupancy limits in Table 404.5 of the IPMC.

E. HRB shall manage the affordable housing units in a professional manner, which shall require, at a minimum, providing for the ability of tenants to communicate with a property manager, screening new tenants, conducting credit checks for new tenants, if any, and confirming income eligibility.

F. HRB shall maintain all affordable housing units in good repair and in a safe, sanitary, and decent condition similar to other rental units in the Project. As used in this subsection, “good repair” means that no maintenance is deferred, that preventive maintenance schedules are established and followed, that life safety systems are adequate and functioning properly, that building systems, including water, electrical, lighting, fire protection, HVAC, and sanitary systems are functionally adequate and operable, and that all buildings are and remain structurally sound, secure, and habitable, including roofs, walls, doors, and windows.

G. HRB shall not allow mechanic’s or materialmen’s liens to be placed against any of the affordable units at any time.

H. The affordable housing units shall be owned by HRB or its successors in interest or assigns and the City shall have no ownership interest in the affordable housing units and no responsibility for constructing, operating, managing, maintaining, or repairing the units.

The City's contribution to affordability shall be solely limited to the funds provided in this Agreement.

I. The City has no interest in the underlying land on which the Project and the affordable housing units will be constructed.

2. **Time of Performance by HRB.** HRB agrees to complete construction of the affordable housing units no later than December 31, 2023, and to make the 13 affordable units available for rental no later than December 31, 2023.

3. **Disbursement of Grant Funds by City.**

A. The City agrees to provide \$2,000,000 in grant funding to HRB from the City's allotment of ARPA funds to assist HRB in timely providing the affordable housing units and to ensure that the affordable units will be rented to eligible households at the maximum rental amounts determined under Section 1 of this Agreement, in a timely manner, and for the duration specified in this Section.

B. The City's agreement to provide grant funding is expressly conditioned upon there being no material change in the Project or the condition of the property located at 550 Madison Avenue North between the date of this Agreement and the date grant funds are to be disbursed, other than Project construction. As used in this subsection, a "material change" is one that affects the number, quality, or affordability of the affordable housing units or the financial viability of the Project, including, but not limited to, a change in ownership, bankruptcy or receivership of HRB or any of its partners in the development of the Project, failure to develop the Project in a timely manner, failure to comply with state, federal, or City regulations, or the discovery or release of hazardous waste or environmental contamination on the property at 550 Madison Avenue North.

C. Disbursement of grant funds to HRB by the City shall be made upon the issuance of a Certificate of Occupancy for all 13 affordable units in the Project and the recording of the Affordable Housing Covenant required by this Section. If a separate Certificate of Occupancy is issued for one or more of the 13 individual affordable housing units, the City may, in its discretion, provide a prorated amount of the overall grant funding amount as each Certificate of Occupancy is issued.

D. Nothing in this Agreement obligates the City to make any funding available to HRB except as expressly provided herein. HRB expressly acknowledges and agrees that the City is not obligated to provide any funding for maintenance or ongoing operation of the affordable housing units and has made no representations as to the availability of any such funding.

E. As a condition of the City providing the grant funds described above, HRB and the City will execute and record an Affordable Housing Covenant against the title to the land located at 550 Madison Avenue North in a form acceptable to the City that ensures the affordable units will remain available for rent or lease to households meeting the income

qualifications established by Section 1 for the life of the Project or 50 years, whichever is greater. The Affordable Housing Covenant shall include, but not be limited to, provisions:

- i. Requiring periodic reporting to the City or its designee demonstrating that the 13 affordable units are rented to households meeting the income requirements set forth in Section 1.
- ii. Requiring periodic recertification of household eligibility for those households renting the 13 affordable housing units.
- iii. Prohibiting discrimination against Section 8 certificate holders.
- iv. Prohibiting discrimination in the rental of the affordable housing units as required by the Washington State Law Against Discrimination and the Fair Housing Act.
- v. Providing for the covenant to run with the land and/or the units and to be binding on all subsequent owners of the units for the life of the Project or 50 years, whichever is greater.
- vi. Providing the City with a right of first refusal to purchase the affordable housing units if HRB decides to sell or otherwise transfer any of the affordable housing units to any third party.
- vii. Imposing such other and further requirements as are necessary to ensure that the affordable housing units remain available for rental to households meeting the income qualifications established by Section 1 for the duration set forth above.

F. As a condition of receiving City grant funding, HRB shall also:

- i. Register and maintain an updated profile on, and an active registration with, the federal System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. If HRB has not previously registered with SAM.gov, HRB may do so after execution of this Agreement, but before the submission of mandatory reporting.
- ii. Maintain an effective system of internal fiscal control and accountability for all ARPA funds and all property, services, and equipment procured with ARPA funds, and ensure that the same are used solely for the purposes authorized by this Agreement.
- iii. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item(s) from which the money was expended, as reflected in HRB’s accounting records.
- iv. Maintain payroll, financial, and expense reimbursement records for a period of six (6) years after receipt of final payment under this Agreement.

v. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, the Washington State Auditor's Office, and the U.S. Department of Treasury at any time during normal business hours and as often as deemed necessary by such agencies.

vi. Inform the City if HRB anticipates that it will not be able to complete the Project and obtain Certificates of Occupancy for the affordable units by the deadlines set forth in Section 2 and otherwise in this Agreement so that the City can reassign its ARPA funds to others in accord with ARPA.

vii. Maintain complete records concerning the receipt and use of all ARPA funds.

G. If any of the grant funds will be used to reimburse HRB's expenses, then as required by 2 C.F.R. §200.415(a), any request for reimbursement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false claims or otherwise. (U.S. Code Title 18, Sections 1001 and Title 31, Sections 3729-3730 and 3801-3812)." No reimbursement will be made until the certification is provided.

H. If the City or the U.S. Department of the Treasury determines that any grant funds provided to HRB were used for unauthorized or ineligible purposes or that the expenditures constitute disallowed costs in any other way, the City may order HRB to repay the same. HRB shall remit the disallowed amount to the City within thirty (30) days after written notice of the disallowance.

4. Reports.

A. Consistent with 2 C.F.R. §200.328, HRB shall provide the City with quarterly reports and a close-out report. These reports shall be in a form acceptable to the City and shall include the current status and progress of HRB in providing the affordable housing units described Section 1.

B. Quarterly reports are due to the City no later than fifteen (15) days after the end of each calendar quarter during which this Agreement is effective. Quarterly reports shall be submitted each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The close-out report is due fifteen (15) days after the last Certificate of Occupancy is issued for the 13 affordable housing units and the Affordable Housing Covenant is executed and recorded. The close-out report shall provide a narrative describing the affordable

housing units and detailing HRB's compliance with all terms and conditions set forth in this Agreement, including but not limited to, the conditions set forth in Section 3.

5. Compliance with Laws. HRB shall comply with all local, state, and federal laws, rules, regulations, and requirements and all provisions of this Agreement, which includes, but is not limited to, compliance with the provisions of ARPA, the U.S. Treasury's Final Rule on the "Coronavirus State and Local Fiscal Recovery Funds," 31 C.F.R. Part 35 and any amendments thereto; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements to Federal Awards, 2 CFR Part 200, including additions and exceptions made by Treasury and including Subpart F – Audit Requirement of the Uniform Guidance, implementing the Single Audit Act; Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference; Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference; OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. 180; Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference; Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20; New Restrictions on Lobbying, 31 C.F.R. Part 21; Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and all rules, regulations, guidelines, and circulars promulgated by the various federal departments, agencies, administrations, and commissions related to the ARPA program.

6. Single Audit Requirements. HRB, as the subrecipient of the ARPA funds being utilized as part of this Agreement, is subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit requirements. For additional information regarding this requirement, see, for example, "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" (February 28, 2022 – Version 3.0), as published by the U.S. Department of the Treasury. HRB shall be responsible for paying for any and all expenses associated with HRB's compliance with such Single Audit Requirements.

7. Debarment and Suspension. As required by Executive Order 12549 and implemented at 2 CFR Parts 180 and 3185, HRB and its undersigned signatory certifies, to the best of its knowledge and belief, that neither HRB, nor any of its principals or officers:

A. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. have within a three-year period preceding entry into this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

C. are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (B) of this Section; or

D. have within a three-year period preceding entry into the Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

HRB further agrees that it will not enter into any contract with any contractor for the Project who is ineligible to enter into government contracts for any of the reasons described above and will require all contractors retained by HRB to provide a certification equal to that of HRB above. HRB agrees that HRB and all contractors retained by HRB will execute a Debarment Statement in a form provided by the City.

8. Lobbying. HRB and its undersigned signatory certify, to the best of their knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of HRB or its undersigned signatory, 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 awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

B. If any funds other than appropriated federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the Service Provider or its undersigned signatory) 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 contract, grant, loan, or cooperative agreement, HRB or its undersigned signatory shall request, complete, and submit U.S. Small Business Administration Standard Form LLL: "Disclosure of Lobbying Activities," in accordance with its instructions.

C. HRB shall require that the following certification be included in the award documents of all subawards of all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and HRB and all recipients of subawards certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Compliance with Nondiscrimination Laws.

A. During the performance of the Agreement, HRB, for itself, its subcontractors, subgrantees, assignees, and successors in interest, assures that it currently complies and will in the future comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21, Subchapter V § 2000d through 2000d-4a) and the U.S. Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit exclusion from participation, denial of benefits of, or subject to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.
- Civil Rights Restoration Act of 1987 (Public L. 100-259), which specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in the particular program or activity receiving federal funding.
- Federal-Aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324), which prohibits discrimination on the basis of sex (if work performed by HRB relates to a “federal-aid highway” as defined in 23 U.S.C. § 101).
- Fair Housing Act, Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601 *et seq.*), which protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities.
- Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101, *et seq.*), which prohibits discrimination on the basis of disability.
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794), which prohibits discrimination on the basis of disability.
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101, *et seq.*), which prohibits discrimination on the basis of age.
- 23 CFR Part 200, implementing regulations for Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 21, implementing regulations for nondiscrimination in federally-assisted transportation programs, if applicable.
- 49 CFR Part 26, which provides for participation of disadvantaged businesses in U.S. Department of Transportation financial assistance programs, if applicable.
- Chapter 49.60 RCW, the Washington Law Against Discrimination, which prohibits discrimination on the basis of race, color, creed, religion, sex, honorably

discharged veteran or military status, sexual orientation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or national origin, citizenship or immigration status, or lawful business relationship.

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (“LEP”). HRB agrees to consider the need for language services for LEP persons when conducting programs, services, and activities.
- Title IX of the Education Amendments of 1972 (20 U.S.C. § 681, *et seq.*) if the work performed by HRB constitutes an education program or activity.

B. HRB also makes the following additional assurances of compliance with Title VI of the Civil Rights Act of 1964:

i. HRB ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

ii. HRB acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (“LEP”). HRB understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, HRB shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. HRB understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.

iii. HRB agrees to consider the need for language services for LEP persons when HRB develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

iv. HRB acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is

binding upon HRB and HRB's successors, transferees, and assignees for the period in which such assistance is provided.

v. HRB acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 9.B.i through 9.B.iv above. The following provision is expressly included in this Agreement because it is required by ARPA, and HRB agrees to incorporate the following text in every contract or agreement subject to Title VI and its regulations between HRB and HRB's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

vi. Because this grant involves the provision of housing units with the aid of federal financial assistance by the Department of Treasury, the assurances herein also obligate HRB, or in the case of a subsequent approved transfer, the transferee, for a period during which the affordable housing units are used for the purposes for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, the assurances herein obligate HRB for the period during which it retains ownership or possession of the property.

vii. HRB shall cooperate in any enforcement or compliance review activities by City or by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. HRB shall comply with information requests, on-site compliance reviews, and reporting requirements.

viii. HRB shall maintain a complaint log and inform the City and, as appropriate, the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. HRB

also must inform the City and, as appropriate, the Department of the Treasury, if HRB has received no complaints under Title VI.

ix. HRB must provide documentation of an administrative agency's or court's findings of noncompliance of Title VI and efforts to address the noncompliance, including any voluntary compliance or other agreements between HRB and the administrative agency that made the finding. If HRB settles a case or matter alleging such discrimination, HRB must provide documentation of the settlement. If HRB has not been the subject of any court or administrative agency finding of discrimination, HRB shall disclose the same to the City at the time this Agreement is signed.

x. If HRB makes sub-awards to other agencies or other entities, HRB is responsible for ensuring that subrecipients also comply with Title VI and other applicable authorities covered in this document, and that state agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

xi. HRB understands that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

10. Increasing Seat Belt Use. Pursuant to Executive Order 13403, 62 FR 19217 (Apr. 17, 1997), HRB should adopt and enforce, and should encourage its subcontractors and subgrantees to adopt and enforce, on-the-job seat belt policies and programs for employees when operating company-owned, rented, or personally owned vehicles.

11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), HRB should adopt and enforce policies that encourage its employees and subcontractors to ban text messaging while driving, and HRB should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Drug-Free Workplace. HRB agrees to comply with the drug-free workplace requirements in subpart B of 2 CFR Part 3186, which adopts the Government-wide Implementation (2 CFR Part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*). HRB and its undersigned signatory certify that HRB will or will continue to provide a drug-free workplace by taking actions such as, but not limited to, making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying all known workplaces under the Agreement.

13. Copeland "Anti-Kickback" Act of 1934. Unless exempt under federal law, all contracts for construction or repair entered into by HRB for the Project shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) and the Department of Labor regulations implementing the same (29 C.F.R., Part 3). The Act and implementing

regulations provide that each grantee, subcontractor, or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which they are otherwise entitled.

14. Political Activities. HRB agrees that no grant funds provided under this Agreement, nor any personnel while employed in providing programs and activities under this Agreement, shall in any way or to any extent engage in the conduct of political activities.

15. Conflict of Interest.

A. No personnel of HRB shall, prior to the completion of the programs and activities funded by this Agreement, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose their interest to the City in writing. Thereafter, they shall not participate in any action affecting the work under this Agreement unless the City determines that, in light of the personal interest disclosed, their participation in any such action would not be contrary to the public interest.

B. To the best of HRB's knowledge and belief, and to the best knowledge and belief of HRB's officers and directors, there are no conflicts of interest in accepting the award of funds under this Agreement. HRB further warrants that to the best of its knowledge and belief, and to the best knowledge and belief of its officers and director, none of its officers, directors, agents, or employees is now engaged in litigation against the City or retained by, providing services for, or otherwise assisting any person engaged in litigation against the City.

C. HRB understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. HRB must disclose in writing to the U.S. Department of the Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

16. Separate Written Assurances and Certifications. HRB agrees to execute separate written assurances or certifications regarding compliance with Sections 7 – 15 of this Agreement, if required to do so by the City to secure reimbursement from ARPA funds.

17. Protection for Whistleblowers.

A. In accordance with 41 U.S.C. § 4712, HRB may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided in subsection (B) below, information that the employee reasonably believes is evidence of a gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including competition for or negotiation of a contract) or grant.

B. The list of persons or entities referenced in subsection (A) above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A U.S. Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the U.S. Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of HRB, the City, a contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

C. HRB shall inform its employees of the rights and responsibilities provided by this Section, in the predominant language of the workforce.

D. HRB shall immediately report any information provided by an employee of HRB pursuant to subsection (A) to the City's Finance Director.

18. Public Records Disclosure.

A. HRB acknowledges that the City is an agency governed by the public disclosure requirements set forth in Washington's Public Records Act, Chapter 42.56 RCW. HRB shall fully cooperate with and assist the City with respect to any request for public records received by the City for any public records generated, produced, created, and/or possessed by HRB and related to the provision of the affordable housing units by HRB under this Agreement. Upon written demand by the City, HRB shall furnish the City with full and complete copies of any such records within five (5) business days. HRB shall provide copies of the requested records at no cost to the City.

B. HRB's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorney's fees, and/or other expenses as a result of such breach, HRB shall fully indemnify and hold the City harmless from such penalties, fees, and/or expenses.

19. Independent Contractor. The City and HRB intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved and the provision of the affordable housing units that are the subject of this Agreement are the sole responsibility and authority of HRB, subject to compliance with the terms set forth in this Agreement. HRB shall not be deemed to be an employee, servant, or representative of the City for any purpose, and officers, directors, and employees of HRB are not entitled to any of the benefits the City provides for its employees. HRB, as an independent contractor, is solely responsible for its acts, errors, and omissions and those of its officers, employees, servants, subcontractors, or representatives during the performance of this Agreement.

20. Hold Harmless and Indemnification.

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

B. However, 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 HRB and the City, its officers, officials, employees, and volunteers, HRB's liability, including the duty and cost to defend hereunder, shall be only to the extent of HRB's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes HRB's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

21. Insurance.

HRB shall maintain the insurance described in **Attachment A**.

22. Recognition of City and Federal Government. HRB shall ensure recognition of the role of the City and the U.S. Department of Treasury in providing the ARPA grant funds pursuant this Agreement. All marketing materials for the affordable housing units shall be prominently labeled as related to the ARPA funding source. In addition, HRB will include the following text in any publications made possible with funds made available under this Agreement in order to recognize the contribution of the City and the U.S. Department of Treasury:

This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Bainbridge Island by the U.S. Department of the Treasury.

HRB will also include a sign for the Project that will be located prominently at the Project site. The Project sign must be made of durable materials, resistant to weather and graffiti, and must include the City of Bainbridge Island logo and the following text:

This Affordable Housing Project is being supported by federal award [enter project number] awarded to the City of Bainbridge Island by the U.S. Department of the Treasury.

23. Copyright. If this Agreement results in any copyrightable material or inventions, the City and the U.S. Department of Treasury are granted a right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

24. Prevailing Wages (if applicable). To the extent that federal or state law prevailing wage requirements apply to the Project, including Subchapter IV of Chapter 31 of Title 40, United States Code (commonly known as the “Davis-Bacon Act”), HRB shall comply with such requirements.

25. Termination.

A. The City may immediately terminate this Agreement by giving reasonable written notice of termination to HRB for any of the following reasons:

- i. Failure of HRB to fulfill its obligations under this Agreement in a timely and proper manner.
- ii. Failure of HRB to submit reports that are complete and accurate.
- iii. Failure of HRB to use the ARPA funds for the stated purposes in this Agreement.
- iv. Termination of the ARPA funding by the U.S. government.
- v. HRB’s material breach of any of the terms of this Agreement.
- vi. Insolvency, bankruptcy, receivership, or any assignment for the benefit of creditors of HRB or any of its partners in the Project.

B. After receiving written notice of termination, HRB shall refund all ARPA funds to the City.

26. Notices. Notices to be provided under this Agreement shall be in writing and sent to the parties at the following addresses:

TO THE CITY:

City Manager Blair King
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Email: citymanager@bainbridgewa.gov

TO HRB

Housing Resources Bainbridge
730 Ericksen Ave. NE
Bainbridge Island, WA 98110-2819
Email:

Notice may be given by email or by U.S. mail. If given by email, notice shall be effective upon transmission with a correct email address. If given by U.S. mail, notice shall be effective three (3) days after deposit of the notice in the U.S. mail, postage prepaid, properly addressed to a party as provided in this Section.

27. Waiver. No act of forbearance of failure to insist on HRB's prompt and complete performance of its obligations, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder. No waiver of the right to insist on strict performance by HRB of any specific term of this Agreement shall constitute a waiver of any other specific term.

28. Binding on Successors and Assigns. This Agreement shall be binding on the parties, their successors in interest, and assigns.

29. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and shall not be deemed to confer upon or give to any other person or third party any right, remedy, claim, cause, or action.

30. No Assignment by HRB. HRB shall not assign any part of this Agreement without the express written consent of the City of Bainbridge Island, which may be withheld in the City's sole and absolute discretion.

31. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of any dispute over the terms and conditions or this Agreement or any alleged breach thereof, the exclusive venue and jurisdiction for any litigation arising hereunder shall be the Superior Court of the State of Washington in and for Kitsap County, located in Port Orchard, Washington.

32. Attorney's Fees and Costs. If litigation is instituted by either party over the terms of this Agreement or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

33. Severability. If any Section or provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the Section or provision shall be deemed several and shall not affect the validity or constitutionality of any other provision or Section.

34. Entire Agreement – Amendment. This Agreement and any exhibits thereto constitute the complete understanding of the parties and supersedes all prior discussions, negotiations, proposals, and understandings, written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by written instrument executed by both parties.

35. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if the parties to this Agreement had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof of this Agreement, it shall only be necessary to produce one such counterpart. The signature pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature pages.

Executed and effective as of the last date set forth below.

CITY OF BAINBRIDGE ISLAND

HOUSING RESOURCES BAINBRIDGE

City Manager, Blair King

(Type or print name)

Title: _____

Date: _____

Date: _____

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

HRB 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 HRB, its agents, representatives, or employees.

B. No Limitation

HRB's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of HRB to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

HRB shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under HRB's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to HRB's profession.

D. Minimum Amounts of Insurance

HRB shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per

claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

HRB's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of HRB's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, HRB shall provide to the person identified in Section 26 of the Agreement a Certificate of Insurance evidencing the required insurance. HRB shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of HRB before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

HRB shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of HRB to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to HRB to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due HRB from the City.

J. City Full Availability of HRB's Limits

If HRB maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by HRB, irrespective of whether such limits maintained by HRB are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by HRB.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:35 PM) Consider Standard Operating Procedures Related to Appointments to City Advisory Groups - Executive,

SUMMARY: The City of Bainbridge Island has eight (8) standing committees/commissions/boards that serve in various advisory capacities to the City Council. A total of sixty (60) community volunteers are appointed to these groups and serve three-year terms according to the parameters set out in the Bainbridge Island Municipal Code.

City staff requests Council confirmation of a standard approach to the appointment and reappointment of City Advisory Group members.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to direct the City Manager to place on a future City Council agenda the adoption of a standard operating procedures for appointments to City Advisory Groups to include reappointing current members if they wish to continue serving and have not reached their term limits, and to consider applications active for a period of one year to facilitate mid-term appointments.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The City is getting ready to begin its annual recruitment and appointment process for the City Advisory Groups. This agenda item suggests considering a change to the process to streamline reappointments by addressing this question ahead of the general recruitment, and without a review process.

The current practice is that all members of City Advisory Groups must apply to be re-appointed at the conclusion of their terms. This process begins with City staff notifying the members that their terms are ending and inviting them to re-apply if they wish to continue to serve. Interested members then complete the general volunteer application in the same timeframe as other applicants. The selection committee then considers the

potential re-appointments along with the potential new applicants. Interviews for potentially continuing and new applicants are conducted at the same time.

It is the practice to re-appoint volunteers who wish to continue to serve on a committee; in an initial review of records, staff found that all currently-serving members who wished to continue were re-appointed.

The current practice is intended to provide an open process for all interested parties. It also creates the impression of more vacancies that practically exist. To save time for the Council liaisons and for the applicants, it is suggested that Council consider reappointment of committee members through an affirmation process.

Staff requests clarification of the Council's desired approach to appointment as the 2022 recruitment cycle begins:

1. Does the Council prefer to reappoint currently-serving members without asking them to reapply through the general application process? If this method is chosen, City staff will reach out to current committee members to notify them that their terms are ending, but that they can continue to serve. If the committee members indicate their desire to continue, staff will prepare a set of reappointments to appear on an agenda in May or June. It is expected that this will result in a smaller number of potential vacancies for the various advisory groups.
2. Does the Council support moving to an approach in which applications are kept active for one year, and if a mid-term appointment needs to be made, staff will reach out to see if applicants still want to be considered?

Additional information

The City of Bainbridge Island has a robust set of City Advisory Groups, eight of which are standing groups that provide advice and support to the City Council. In 2022, the following boards, commissions, and committees are active. Standing Council advisory groups include: Climate Change Advisory Committee, Design Review Board, Environmental Technical Advisory Committee, Ethics Board, Historic Preservation Commission, Planning Commission, Race Equity Advisory Committee, and the Utility Advisory Committee. Other boards, task forces and commissions include: Civil Service Commission, Sustainable Transportation Task Force, Lodging Tax Advisory Committee, Human Services Funding Award Task Force, Cultural Funding Award Task Force, the Green Building Task Force, the Salary Commission (not currently active), and the LEOFF 1 Disability Board.

There are a total of 60 members across the standing Council advisory groups, and up to 50 additional members in task forces and commissions. There are general appointment procedures included in the Bainbridge Island Municipal Code (Chapter 2.01 BIMC) for most of the groups. The Council approved a special process for the Planning Commission including a larger selection panel and specific language in the advertisements.

The City Council appoints members to three-year terms on City Advisory Groups. The terms are staggered on each group to ensure continuity and provide internal knowledge of ongoing City procedures and the particular issues under consideration by any group. The three-year terms begin on July 1 of a given year, so recruitment

begins in April. The process includes the intention to reach a diverse cross section of the community, adequate time for the selection panels to consider the applications, and Council appointment at a business meeting. Members of the City Advisory Groups may serve for three three-year terms, or a total of nine years, along with any additional time resulting from a mid-term appointment.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:45 PM) Form Joint Bainbridge Island/Poulsbo Council Subcommittee,

SUMMARY: At the March 8, 2022 City Council meeting, the Council agreed to place the formation of a joint Council subcommittee with the City of Poulsbo on a future Council agenda for discussion and action. The subcommittee will be comprised of three Council members from each jurisdiction to discuss items of mutual interest and facilitate a regional approach on issues of regional impact with discussion and cooperation between the neighboring cities. The subcommittee would meet during the course of the year and produce a list of issues and recommendations by consensus to be presented to respective Councils for consideration. The location and times of the meetings will be determined by the subcommittee.

Attached is a draft of the subcommittee form for Council consideration. If approved, Council will need to appoint 3 Council members to the subcommittee.

AGENDA CATEGORY: Appointment

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to form a joint Council subcommittee with the City of Poulsbo, comprised of three Council members from each jurisdiction.

I move to appoint Councilmembers _____, _____, and _____ to the subcommittee.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Subcommittee Request Form - Joint Poulsbo BI Council Subcommittee .docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Subcommittee Formation Request Form

REQUEST DATE: REQUESTED BY:

PROCEDURAL AUTHORITY/GOVERNANCE MANUAL REFERENCE(S):

NAME OF PROPOSED SUBCOMMITTEE:

COUNCIL/COMMITTEES INVOLVED:

NUMBER OF MEMBERS FROM EACH MEETING BODY:

PURPOSE/SCOPE OF WORK:

SPECIAL TASK DELIVERABLES (RECOMMENDATIONS, REPORTS, ETC.):

LINK TO CITY COUNCIL/DEPT. WORK PLAN:

REPORTS TO: CITY COUNCIL CITY MANAGER ANTICIPATED SUNSET DATE:

PUBLIC PARTICIPATION/EDUCATION REQUIRED: YES NO STAFF SUPPORT REQUIRED: YES NO

FORM OF STAFF SUPPORT NEEDED:

CITY MANAGER'S COMMENTS:

MEMBERS:

PROPOSED MOTION:

DATE ACTION TAKEN:



JOINT BAINBRIDGE ISLAND/POULSBO COUNCIL SUBCOMMITTEE

SCOPE OF WORK

Motion: Create a Bainbridge Council subcommittee to meet with a Poulsbo Council subcommittee to identify areas of mutual interest and recommended actions.

Goal: To facilitate a regional approach on issues of regional impact with discussion and cooperation between neighboring cities.

Expectation: the subcommittees would meet 1-3 times and produce a list of issues and recommendations by consensus to be presented to respective councils for consideration no later than June 30, 2022.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:55 PM) Designate Council Member to Participate in Planning Director Panel Interview - Executive,

SUMMARY: The City of Bainbridge Island is hiring a new Director for the Planning and Community Development Department. The application closed on March 7; panel interviews will be held on April 11.

The Council is requested to designate one member to participate in the panel interviews.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to designate _____ as the Council member who will participate in the interview panel for the Director position of the Planning and Community Development Department.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The City currently has an Interim Director of the Planning and Community Development Department and has engaged a recruiting firm to assist with the recruitment and screening of applicants for this position. The application process for the Planning and Community Development Director position closed on March 7. Recruiter Greg Prothman of GMP Consulting will pre-interview nine of the most qualified candidates, with the goal of holding formal interviews as a next step.

GMP Consulting provided position profile information to 577 candidates in Washington, Oregon, California, Colorado and Arizona. Ads were placed in the National Diversity Network, African American Job Network, Asian Job Network and other publications.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 22, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:00 PM) Consider Request from Mayor Deets to Discuss Interim Process for City Advisory Committee Appointments - Mayor Deets,

SUMMARY: The City Council will consider the attached request from Mayor Deets to discuss an interim process for City Advisory Committee appointments on a future Council agenda.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion and potential addition to a future Council agenda.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

[Agenda Request from Mayor Deets.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Consider Request from Mayor Deets to Discuss Interim Process for City Advisory Committee Appointments

It was agreed at the March 8th Business Meeting to include at the April 22nd Council Retreat a discussion of the role of the Mayor in City Advisory Committee interviews. Between now and then we have two Committees, the Race Equity Advisory Committee (two open positions, with applicants to be chosen from an existing pool), and the Ethics Board (five open positions, with applications due on March 31st) where I believe it preferable to move forward on interviewing candidates.

Hence, I believe Council needs to agree on an interim process. The following information can serve as an aid in that discussion:

Governance Manual section 2.3.4

Citizen Volunteers Play an Important Role For citizen advisory committees, boards, and commissions, the Mayor shares the role of seeking and interviewing volunteers, and appoints citizens to these committees, boards, and commissions subject to Council confirmation.

Bainbridge Island Municipal Code Section 2.01.015 Council advisory committee member appointment and confirmation process.

A. Recommendations of appointments of members to city advisory committees shall be provided by a member selection panel composed of two or three council members, including the council liaison(s), with the chair from the subject advisory committees, if applicable, serving in an advisory role in the member selection process.

B. The recommendations from the selection panel shall be forwarded to the city council, and council confirmation shall require a majority plus one vote of the entire membership of the council.

C. For city advisory committees in which state law requires appointment by the mayor (e.g., planning commission), the selection panel shall first forward their recommendation to the mayor, and if the mayor consents to the panel's recommendation, the mayor shall then forward the recommendation to the council. (Ord. 2021-16 § 1, 2021)

Previous involvement by the Mayor – Precedence

Of the past four Mayors, three of them (Schneider, Medina and Tollefson) actively participated in City Advisory Committee interviews.