

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

August 13, 2019
10:00 AM

Bill Mahan Conference Room
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

Call to Order

Pledge of Allegiance

Approval of Agenda

Consent Items

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting of July 9, 2019.
- B. Payment of checks #79703 through #79704 and #901027 through #901031 and #79706 and #79710 through #79776 from the General Fund for \$118,428.63; #79705 and #79707 through #79709 from the Construction Fund for \$17,612.00. Void Check #77453.

Payment of checks #901032 through #901034 and #901035 and #901036 through #901038 and #79778 through #79789 and #79790 through #79791 and #901039 through #901041 and #901042 and #79795 through #79853 from the General Fund for \$503,460.14; #79777 and #79792 through #79794 from the Construction Fund for \$73,941.50.
- C. Resolution No. 2019-12 updating the small works roster process to maintain compliance with Washington State law
- D. Ratification of Kitsap Regional Coordinating Council (KRCC) Interlocal Agreement (ILA) approved by the KRCC Board on May 7, 2019

Information Items

- 1. Bremerton Pilots Association Youth Aviation Scholarship Award

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. A Commissioner may request to waive the 3 minute time limit. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

1. Bid Award for Olympic View Industrial Park Building #5 Roof Replacement Project with Flynn BEC LP
2. Port of Bremerton / City of Bremerton / Kitsap County Interlocal Agreement (ILA) for road plowing services ***-To be provided once finalized***

Commission New Business

Staff Reports

Commission Reports

Executive Session *(if necessary)*

Adjournment

Regular business and other meetings that may be attended by members of the Board

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>08/13</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting – Bill Mahan Conference Rm</i>
<i>08/20</i>	<i>11:00 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Committee</i>
<i>08/27</i>	<i>12:30 pm</i>	<i>*Kitsap Aerospace & Defense Alliance Steering Committee</i>
<i>08/27</i>	<i>6:00 pm</i>	<i>*Commission Regular Meeting – Bill Mahan Conference Rm</i>

Meetings are subject to change or cancellation

**Denotes events in which two (2) or more Commissioners may attend*

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

MINUTES

July 9, 2019
10:00 AM

Bill Mahan Conference Room
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

Commissioners and Staff Present

Commissioners

Larry Stokes
Cary Bozeman
Axel Strakeljahn

Staff Members

Jim Rothlin
Fred Salisbury
Sherman Hu
Arne Bakker
James Weaver
Warren Hendrickson
Ginger Waye
Anne Montgomery, Atty

Call to Order

President Stokes called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Approval of Agenda

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting of June 11, 2019.
- B. Payment of checks #79583 through #79584 and #79587 through #79626 and #901021 through #901023 and #901024 through #901026 and #79635 through #79702 from the General Fund for \$219,648.64; #79585 through #79586 and #79627 through #79634 from the Construction Fund for \$191,293.42.

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Federal Emergency Management Agency (FEMA) – The Role of FEMA in an Emergency
Airport Manager Warren Hendrickson introduced Patrick Wright, Washington State Department of Transportation (WSDOT) Aviation Division Emergency Planner. Mr. Wright outlined the presentation objective and introduced Randy Branson, FEMA Region 10 Logistics Planner and Ray Madrid, Washington Emergency Management Division.

Mr. Branson provided background on FEMA's goal to approach critically located airports and/or fairgrounds, etc., to request bringing in commodities during disaster events (other than Cascadia subduction zone earthquake which will be all holds barred and whatever is available gets used).

Using PowerPoint to highlight, Mr. Branson discussed the following responding to Board questions throughout:

- FEMA is seeking permission to establish a Memorandum of Agreement (MOA) to use Bremerton National Airport (BNA) for disaster response support.
- Described FEMA staging areas and the post-Katrina Emergency Management Reform Act of 2006 which provides FEMA the authority to begin moving forward with commodity response if FEMA anticipates it will be needed.
- Provided FEMA staging area definitions for Incident Support Base (ISB) and Federal Staging Area (FSA) that functionally operate the same.
- Showed a map highlighting the location of the ten distribution centers throughout and outside the continental United States.
- Described the flow of commodities from the distribution centers through the ISB's; to FSA's (which BNA would become); then to Points of Distribution (POD's). He noted that if the State needed BNA for a State Staging Area, FEMA would co-locate with the State.
- Showed aerial photos of sample ISB staging areas and described the daily trailer loads required to deliver commodities (Initial Resource Response (IRR) Packages) and the acreage required for staging areas.
- Also included in the MOA would be another type of staging area for a Responder Camp which houses FEMA employees and responders during an incident.

Mr. Branson reiterated FEMA's request for the Port to continue discussions with FEMA and move toward a Memorandum of Agreement.

Commissioner Strakeljahn stated he has attended several regional resiliency and emergency presentations over the last couple of years and he believes BNA is the best strategically placed airport on the Kitsap Peninsula making this the right place for FEMA to be able to support the entire region.

The Board directed staff and legal to continue working with FEMA to develop a Memorandum of Understanding to bring before the Board for approval at a future meeting.

2. 2019 Paris Air Show – Tim Thomson, Kitsap Aerospace & Defense Alliance (KADA) Co-Chair

Mr. Thomson distributed KADA's marketing booklet that was presented to prospective businesses the delegation met with at the Paris Air Show (PAS) along with copies of the meeting schedule, list of delegation members, and work plan.

Using PowerPoint, Mr. Thomson provided detail on the 2019 PAS business development mission:

- Team of four attended: Commissioner Strakeljahn, Kitsap County Commissioner Charlotte Garrido, KADA co-chairs John Powers and Tim Thomson
- Stayed consistent with mission objectives of previous air shows
- Schedule of significant events
- Nantes pre-airshow trip – Commissioner Strakeljahn discussed detail and value of the pre-trip he and Commissioner Garrido attended
- Washington State delegation which was the largest for any of the airshows KADA has attended
- Significant players within the delegation
- Delegation reception and Washington State booth
- Chalet meetings. One of those meetings was with Raytheon – John Powers introduced Anna-Reyes Potts, general manager of TMF Inc, a local supplier to Raytheon. She explained the 5-star supplier excellence award TMF received from Raytheon last spring. She shared Raytheon's press release related to the award.
- Aerospace industry reception
- Primary recruitment meetings
- Recognized KADA sponsors and administrative staff

Mr. Thomson responded to Board questions with full discussion about what has been learned about deficiencies and what could be used to provide more of an opportunity to attract companies.

Mr. Thomson announced this was his last airshow as he will be resigning as co-chair at the end of this year; he thanked the Board for providing him this opportunity following his retirement from the Port as CEO.

The Board thanked Mr. Thomson for his dedication; his expertise has been invaluable, and it will be a tremendous loss.

President Stokes recessed the meeting at 11:30 a.m. for a short break reconvening at 11:35 a.m.

Citizen Comments

Roger Gay, South Kitsap Taxpayer

- Spoke to the FEMA presentation stating he's glad it is being brought to the forefront but is disappointed it is just getting started now and would like the public to know more.

- Waiting for tangible results from the airshow and would like to have answers as to what is needed and where do we go from here.

Action Items

1. Bid Award for NE Campus Lot 2 Building Project to Henderson Partners, LLC
Presented by Arne Bakker, Director of Business Development

Following presentation and discussion;

It was moved by BOZEMAN, seconded by STOKES to:

Award the NE Campus Lot 2 Building Project to Henderson Partners, LLC in the amount of \$1,615,688 and authorize the CEO to execute the contract and issue the Notice to Proceed.

MOTION CARRIES, 3-0

2. Amendment 3 to Consultant Agreement with Soundwest Engineering for NE Campus Lot 2 Building Project for Construction Administration Services
Presented by Arne Bakker, Director of Business Development

Following presentation and discussion;

It was moved by BOZEMAN, seconded by STOKES to:

Approve Amendment 3 to the Consultant Agreement Scope of Work for the NE Campus Lot 2 Building with Soundwest Engineering Associates for construction administration in the amount of \$95,588 and authorize the CEO to execute the amendment.

MOTION CARRIES, 3-0

3. Memorandum of Understanding with Kitsap Transit for use of Department of Natural Resources (DNR) Aquatic Lands Area within the Port Management Agreement (PMA) Area
Presented by James Weaver, Director of Marine Facilities

Following presentation;

It was moved by BOZEMAN, seconded by STOKES to:

Approve the Memorandum of Understanding with Kitsap Transit for use of the passenger ferry dock area identified within Survey Project 17067 of the existing Department of Natural Resources / Port of Bremerton Port Management Agreement and authorize the CEO to execute the MOU.

MOTION CARRIES, 3-0

4. Bid Authorization for Olympic View Industrial Park (OVIP) Building #5 Roof Replacement Project
Presented by Fred Salisbury, Chief Operations Officer

Following presentation and discussion;

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Authorize Port staff to go to bid for the OVIP Building #5 Roof Replacement Project

MOTION CARRIES, 3-0

5. Interlocal Agreement between Port of Bremerton, City of Bremerton, and Mason County for Puget Sound Industrial Center-Bremerton (PSIC) Sewer Connection Study
Presented by Jim Rothlin, Chief Executive Officer

Following presentation and discussion which included Commissioner Stokes concerns that the Port does not yet have a letter from Mason County stating that if the Port agrees to connect, it would not be charged a service fee for not being within County limits.

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Interlocal Agreement related to participation in Executive and Technical Committees providing project design oversight to the PSIC-Bremerton to Belfair sewer connection project.

MOTION CARRIES, 2-1: Yes - Strakeljahn and Bozeman; No - Stokes

Commission New Business - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Staff is working overtime on summer construction projects and airport and marina events along with homeless issues on the boardwalks at the marinas. There was discussion with the Board on working with the cities and transit agency to make a safe environment and protect our investments. It was noted that Port staff is being very proactive and keeping communication open with both police departments. Additional security is also under consideration.
- Confirmed the Port will hold a community presentation to remind people of what goes on at the Port and its economic impact and how that affects the community and region. The event will be held in the mid-October to mid-November timeframe.

Commission Reports

Commissioner Bozeman

- Reported on Puget Sound Regional Council (PSRC) meeting during which an aviation forecast was received showing regional demand may more than double in the next 20 years. Expectation is for SeaTac to reach capacity, so a study is in process to look at other airfields/airports to accommodate this growth. CEO Rothlin commented that Airport Manager Warren Hendrickson is being invited to sit on a committee studying this issue, so the Port will have a seat at the table.

Commissioner Strakeljahn

- Thankful to represent the State and community at the Paris Air Show
- Will be attending the PSRC Economic Development Board meeting on July 10.

Commissioner Stokes

- Attended the Fathoms O' Fun parade and activities and expressed his disappointment in the lower than usual amount of guest moorage in Port Orchard. Director of Marine Facilities James Weaver explained that two yacht clubs were scheduled to be there, but rainy weather came in so participation within those clubs was low; it was also a mid-week holiday. The previous weekend both marinas were completely full for the Bridge Blast event.

Executive Session - None

Adjournment

There being no further business before the Board, the meeting was adjourned at 12:20 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
August 8, 2019

Axel Strakeljahn
Commission Secretary
August 13, 2019

PORT OF BREMERTON
KITSAP COUNTY, WASHINGTON
RESOLUTION NO. 2019-0412
DATED: ~~January 22~~ August 13, 2019

A RESOLUTION of the Board of Commissioners, Port of Bremerton, rescinding Resolution ~~2008-28~~2019-04 and updating the small works roster process to award public works contracts and a consulting services roster for architectural, engineering and other professional services.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement small works roster processes, the Port of Bremerton is required by law to adopt a resolution establishing specific procedures;

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, Port of Bremerton, that

Section 1. MRSC Rosters. The Port of Bremerton (Port) has contracted with the Municipal Research and Services Center of Washington (MRSC) to adopt for Port use those state wide electronic databases for small works roster and consulting services developed and maintained by MRSC. In addition, paper and/or electronic rosters may be kept on file by appropriate Port departments.

Section 2. Small Works Rosters

The following small works roster procedures are established for use by the Port of Bremerton pursuant to RCW 39.04.155:

1. **Cost.** The Port of Bremerton need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), or an amount designated by law, which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the Port may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of

avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. Publication. At least once a year, on behalf of the Port of Bremerton, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The Port may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3. Telephone or Written Quotations. The Port shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350 (2)

a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the Port may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services. If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), or an amount designated by law, the Port may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The Port has the sole option of determining whether this notice to the remaining contractors is made by:

(i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

(ii) mailing a notice to these contractors; or

(iii) sending a notice to these contractors by facsimile or email.

c) At the time bids are solicited, the Port representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the Port representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an

award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. Limited Public Works Process. If a work, construction, alteration, repair, or improvement project is estimated to cost less than ~~thirty-five~~**fifty** thousand dollars (\$~~35~~**50**,000), **or an amount designated by law**, the Port may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the Port will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request. For limited public works projects, the Port will waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the Port shall have the right of recovery against the contractor for any payments made on the contractor's behalf. The Port shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. In lieu of using the limited public works process provided for under RCW 39.04.155(3), the Port may construct any public work, as defined in RCW 39.04.010, by contract without calling for bids whenever the estimated cost of the work or improvement, including cost of materials, supplies, and equipment, will not exceed the sum of forty thousand dollars, **or an amount designated by law**, –as provided under RCW 53.08.120.

5 Determining Lowest Responsible Bidder. The Port shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the Port may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the Port.

6. Award. The Chief Executive Officer or his designee shall present all quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the Board of Commissioners for approval. However, for public works projects under the authorized dollar amount allowed by the Port of Bremerton Delegation of Authority, the Chief Executive Officer shall have the authority to award public works contracts without Commission approval.

Section 3. Consulting Services Rosters

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

2. **Publication.** At least once a year, on behalf of the Port, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the Port who can provide further details as to the Port's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The Port may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

3. **Professional Architectural and Engineering Services** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the Port's projected requirements for any category or type of professional or other consulting services. The Port reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate Port departments.

ADOPTED by the Board of Commissioners of the Port of Bremerton at the regular public meeting thereof held this ~~22nd~~ **13th** day of ~~January~~ **August**, 2019 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission.

Commission President

ATTEST:

Commission Vice-President

Commission Secretary



Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by ~~majority~~ majority-vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- ~~E. “*Majority vote*” means more than one half of the votes cast when a quorum is present and must include a majority of votes from County commissioners and a majority of votes from the representatives of at least two separate cities.~~
- EF.** “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.
- FG.** “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).
- GH.** “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council **that is not a party to this Agreement.**
- ~~I. “*Two thirds majority vote*” means a majority vote and also requires a majority of votes from County commissioners and a majority of votes from the representatives from at least two separate cities.~~
- HJ.** “*Associate Member*” means a **non-voting, dues paying** member of the Council **which that** is not a party to this Agreement ~~and who enters into a separate agreement with the Council that establishes the Associate Member’s level of participation in Council activities.~~

IV. MEMBERSHIP AND REPRESENTATION

A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. **New Members may be added through an ILA Amendment.**

B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:

1. County Government: three (3) members of the Kitsap County Board of Commissioners;
2. City Governments:
 - a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
4. **Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.**
5. City Council, **Kitsap Transit** and Port of Bremerton representatives may be selected by whatever means established by each specific member agency for a two (2) year term.

~~C. The determination of the population of cities will be the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.~~

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an **Ex Officio Member** or an **Associate Member** of the

~~Council must obtain permission to do so by majority vote of the Executive Board. The required permission applies to any entity that wishes to become a Member or Ex Officio Member.~~
Associate Members A municipal or government entity or a federally recognized Indian tribe that wishes to become an Associate Member must obtain permission to do so by a majority vote of the Executive Board, and must **also** present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;

D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.

E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.

F. Coordinate actions to provide for a sustainable economy and environment for the region.

G. Carry out such other planning and coordinating activities authorized by ~~majority vote of the Council~~ including participation in other forums and organizations.

H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.

I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.

J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.

K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.

L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.

M To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.

N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by ~~majority vote of the~~ Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties. ~~Parties that sign on as Members at a later date will provide original signature pages of this Agreement to the Clerk of the Kitsap~~

~~County Board of Commissioners, who shall file the signature pages provided with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the signature pages filed later, to each of the parties. Addition of parties at a later date will not constitute a modification under Section XIII of this Agreement.~~

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 2019~~2~~.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

~~Kol Medina~~Debbi Lester, Mayor

Executed this ___ day of _____, 2019~~2~~.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

~~Greg Wheeler~~Patty Lent, Mayor

Executed this ___ day of _____, 2019~~2~~.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

~~Robert Putaansuu~~Tim Matthes, Mayor

Executed this ___ day of _____, 2019~~2~~.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2019~~2~~.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Larry Stokes, President

Executed this ____ day of _____, 2019.

Approved as to form

KITSAP TRANSIT

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ____ day of _____, 2019~~2~~.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

~~EDWARD E. WOLFE~~ ~~ROBERT GELDER~~, Chair

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

~~ROBERT GELDER~~ ~~JOSH BROWN~~,
Commissioner

Deputy Prosecuting Attorney

PORT OF BREMERTON **AGENDA SUMMARY**

Agenda Item No: Action Item #1
Subject: Notice of Award, Flynn BEC LP, OVIP 5 Roof Replacement Project
Exhibits: None
Prepared By: Fred Salisbury, COO
Meeting Date: August 13, 2019

Summary:

On July 31, 2019 bids were received and opened for the OVIP 5 Roof Replacement Project. This project involves the replacement of the current roofing system with a TPO (thermoplastic polyolefin single ply .60 mil membrane system over fanfold high performance insulation with all approved membrane fasteners, heat welded seams, laps, corners, flashing, and accessories to watertight condition per the manufacturers 20-year warranty. The engineers estimate for this project, including permits and WSST was between \$345,500 - \$371,700. Sixteen bids were received. The bids ranged from \$343,786 to \$668,824. Five bids were below \$388,000. The apparent low bidder was Flynn BEC LP out of Kent, WA.

Port staff has completed its due diligence on Flynn BEC LP with very favorable comments on quality of work, schedule, and ability to stay within budget.

Fiscal Impact:

Funding for this project is provided in the 2019 Capital Budget.

Strategic Purpose:

Goal No. 6: Develop and fund a 20-year asset replacement major maintenance schedule.

Recommendation:

Staff recommends the bid award to Flynn BEC LP.

Motion for Consideration:

Move to approve the bid award to Flynn BEC LP and authorize the CEO to execute the contract and issue a Notice to Proceed.