

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

January 14, 2020
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

Oath of Office

Election of Board Officers

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 and executive session of December 10, 2019.
- B. Payment of checks #80520 and #80521 and #901096 through #901098 and #80536 through #80541 and #80542 through #80607 and #80608 and #80623 through #80665 and #901099 through #901101 and #80666 through #80667 and #80668 through #80685 and #80688 through #80704 from the General Fund for \$326,399.38; #80522 through #80535 and #80609 through #80622 and #80686 through #80687 from the Construction Fund for \$775,476.31. Void Check #80684.

Payment of checks #80706 through #80730 and #901103 through #901105 and #901106 and #901107 and #80736 through #80742 from the General Fund for \$110,384.83; #80705 and #80731 through #80735 from the Construction Fund for \$58,955.80.
- C. Resolution 2020-01 authorizing the CEO to sell and convey Port property.
- D. Chief Executive Officer Contract Extension

Information Items

- 1. Revised concept design for the Port Orchard Marina Breakwater Replacement
- 2. Presentation on Freehold Group interest in long-term development

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board.*

Action Items

1. Acceptance of Port Orchard Marina Donated Bench
2. Marina Security Fee
3. Marina Security Services Contract with Bradley Public Safety & Security

Recess the Public Meeting to open the Bremerton Economic Development Corporation (BEDC) Meeting

1. Approval of Minutes of the January 8, 2019 meeting.
2. Election of Officers for 2020
3. New Business

Close the BEDC Meeting and Reconvene the Regular Meeting

Commission New Business

1. Commissioner appointments/representation for 2020

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>01/14</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting – Bill Mahan Conference Rm</i>
<i>01/20</i>		<i>Martin Luther King Jr. Day – All Port Offices Closed</i>
<i>01/21</i>	<i>11:00 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Committee</i>
<i>01/23</i>	<i>10:00 am</i>	<i>Puget Sound Regional Council (PSRC) Executive Board</i>
<i>01/28</i>	<i>12:30 pm</i>	<i>Kitsap Aerospace & Defense Alliance Steering Committee</i>
<i>01/28</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

December 10, 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. Commissioner Stokes introduced his family and friends that were present and thanked them for attending his last meeting and their support during his terms of office.

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 November 26, 2019.
- B. Payment of checks #80435 and #901086 through #901087 and #901088 and #901089 and #80436 and #901090 through #901091 and #80447 through #80516 and #80518 through #80519 and #901092 through #901094 and #901095 from the General Fund for \$168,188.98; #80437 through #80446 and #80517 from the Construction Fund for \$456,286.63.

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Citizen Comments

Roger Gay, South Kitsap

- Reported on the recent Kitsap Shop with a Cop event that hosted 130 kids with over 150 uniformed personnel participating.

Bill Mahan, former Port Commissioner

- Thanked Commissioner Stokes for his service to the public, Kitsap County, and the Country. He spoke to their good relationship while working on the Board together even when in disagreement and wished him well in his retirement.

Doug Haughton, Bremerton Pilots Association (BPA) President

- Reported on BPA's recent Christmas party during which another couple of thousand dollars were earned for the youth aviation scholarship program.
- Presented Commissioner Stokes with a Certificate of Appreciation for everything he has done and thanked him for his many years of service.

Patty Lent, former Bremerton Mayor

- Congratulated Commissioner Stokes on his time served and noted some of the great firsts that took place during his term. Thanked him for all he has brought to the Port, Cities, and County and wished the very best to him and his wife Shirley.

Brian Nilsen, Circuit of the Northwest (CNW)

- Thanked Commissioner Stokes for his years of service and support.
- Announced that the Circuit of the Northwest Phase II design development documents are now complete, and a harvesting plan has been submitted to the Port for review. He discussed corporate funding and sponsorships. CNW will continue the partnership with Kitsap Public Facilities District (KPF) for the STEM facility, emergency vehicle training, and regional events center and asked that the Port remain involved in that effort. He responded to questions from the Board regarding any potential environmental impact. The Board thanked Mr. Nilsen for his hard work and diligence on this project.

Jerry McDonald, former Bremerton Council Member

- Joined everyone in thanking Commissioner Stokes for his service and wished him a great retirement.
- Discussed Circuit of the Northwest and KPF) funding announcing that he had forms available for signature in support of KPF) putting funding toward the emergency vehicle training.

Cheryl Kincer-Morley, former Port Commissioner

- Congratulated Commissioner Stokes and wished him success in his retirement. She spoke to how they had worked through very difficult issues and that his passion rings through which is a testament to his dedication to the Port and County.

Action Items

1. Harbor Security Personal Services Contract with Bradley Public Safety & Security
Presented by James Weaver, Director of Marine Facilities

Following presentation;

It was moved by BOZEMAN, seconded by STOKES to:

Approve the selection of Bradley Public Safety & Security for provision of nightly marina security services and to authorize the CEO to execute the contract for said services.

Following full discussion;

QUESTION LAID ON THE TABLE

2. Bid Award to Henderson Partners, LLC for SR3 Frontage Development
Presented by Arne Bakker, Director of Business Development

Following presentation and discussion;

It was moved by STRAKELJAHN, seconded by STOKES to:

Award the SR3 Frontage Development Project to Henderson Partners, LLC in the amount of \$2,043,629.97 and authorize the CEO to execute the contract and issue the Notice to Proceed.

MOTION CARRIES, 3-0

3. Land Lease Agreement with Panattoni Development Company Seattle LPIV BB/TH, LLC
Presented by Arne Bakker, Director of Business Development

Following presentation and discussion;

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve the land lease between the Port of Bremerton and Panattoni Development Company, LLC

MOTION CARRIES, 3-0

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Purchase Option Agreement, upon FAA approval, with Panattoni Development Company, LLC

MOTION CARRIES, 3-0

4. Resolution 2019-19 honoring retiring Commissioner Larry Stokes
Presented by Commissioner Cary Bozeman

Commissioner Bozeman read Resolution 2019-19 in its entirety.

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve Resolution 2019-19 honoring retiring Commissioner Larry Stokes

MOTION CARRIES, 2-0

Commissioners Bozeman and Strakeljahn provided their comments and praise of Commissioner Stokes and emphasized that they were honored to have served with him.

Commissioner Stokes thanked the community, fellow commissioners, port staff, family, and friends and provided background on how he came to serve the Port.

CEO Jim Rothlin presented a slideshow of “Larryisms” and stated he was grateful to be a part of the ride and appreciated that Commissioner Stokes always stood up for what he felt was right. Mr. Rothlin presented Commissioner Stokes with a Port of Bremerton silver belt buckle and large pencil with the words “IT’S GOTTA PENCIL OUT” inscribed on it. His wife Shirley was presented a dozen red roses.

Recessed at 11:10 a.m. for refreshments

Reconvened at 11:35 a.m.

Commission New Business - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Provided an update on the Marina Square development parking which should have a portion ready during the first quarter of 2020. Will be visiting parking garages in Seattle to get an idea of what will work best for boaters and the port.
- Reported on the recent Chimes and Lights festival and commended staff’s efforts on the lights and decorations, not only at the marina but the airport as well.

Commission Reports

Commissioner Bozeman

- Discussed the legislature-mandated search for a new airport site which was the subject matter of a recent Puget Sound Regional Council (PSRC) Executive Board meeting. He noted that airport manager Warren Hendrickson is co-chair of the new state commission tasked with coming up with a preferred location within the next two years. He questioned what local participation might look like if Bremerton National Airport is considered stating that we need to engage the community if we remain involved.

- Will be speaking to Kitsap Public Facilities District (KPFDD) in January on the need for funding support of the emergency vehicle training and STEM facilities.

Commissioner Strakeljahn

- Also received a PSRC briefing on the airport siting commission and provided a few factoids on the study.
- There are four regional tours on meeting agendas for next year's PSRC Economic Development District Board. Kitsap will be one and he would like to include the Port.

Commissioner Stokes

- Thanked everyone for their kind words.

Executive Session

President Stokes recessed the meeting at 11:40 a.m. and, as he was not attending executive session, handed gavel to Commissioner Bozeman who reconvened into executive session at 11:45 a.m. for approximately 20 minutes regarding: personnel issues [RCW 42.30.110(1)(g)]. At 12:05 p.m., executive session was extended 15 minutes; at 12:20 p.m. extended 10 minutes; and at 12:30 p.m. extended a final 10 minutes.

At 12:40 p.m. the regular meeting was reconvened.

Adjournment

There being no further business before the Board, the meeting was adjourned at 12:40 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
January 9, 2020

Gary Anderson
Commission Secretary
January 14, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

December 10, 2019
11:45 AM

CEO Office
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

Call to Order

Vice-President Bozeman called the executive session to order at 11:45 a.m., December 10, 2019.

Commissioners and Staff Present

Commissioners
Cary Bozeman
Axel Strakeljahn

Staff Members
Jim Rothlin

Item #3: Personnel issues were discussed [RCW 42.30.110(1)(g)].

With no further business to come before the Board, the meeting was adjourned into regular session at 12:40 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
January 9, 2020

Gary Anderson
Commission Secretary
January 14, 2020

**PORT OF BREMERTON
KITSAP COUNTY, WASHINGTON
RESOLUTION NO. 2020-01
DATED: January 14, 2020**

A RESOLUTION of the Board of Commissioners, Port of Bremerton, authorizing the Port's Chief Executive Officer to sell and convey port district property of Nineteen Thousand Seven Hundred Eighty-Seven Dollars (\$19,787) or less in value according to the criteria outlined in RCW 53.08.090. This authority shall be in force for the calendar year 2020.

WHEREAS, RCW 53.08.090 provides that the Bremerton Port Commission may authorize the Chief Executive Officer to sell and convey port district property of \$19,787 or less in value, and

WHEREAS, prior to any such sale or conveyance, the Chief Executive Officer shall itemize and list the property to be sold and make written certification to the Port Commission that the listed property is no longer needed for port district purposes, and

WHEREAS, any large block of the property having a value in excess of \$19,787 shall not be broken down into components of \$19,787 or less value and sold in the smaller components unless the small components be sold by public competitive bid, and

WHEREAS, no property which is a part of the comprehensive plan of improvement or modification thereof shall be disposed of until the comprehensive plan has been modified to find the property surplus to port needs. The comprehensive plan shall be modified only after public notice and hearing provided by RCW 53.20.010, and

WHEREAS, this resolution shall not repeal or modify procedures for property sales within industrial development districts as set forth in chapter RCW 53.25, and

WHEREAS, the \$19,787 figure designated in this resolution shall be adjusted annually based upon the governmental price index established by the Washington State Department of Revenue.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, Port of Bremerton, that the Chief Executive Officer is authorized to sell and convey port district property of Nineteen Thousand Seven Hundred Eighty-Seven Dollars (\$19,787) or less in value according to the terms of this resolution and according to the criteria established in RCW 53.08.090, and

BE IT FURTHER RESOLVED, that this authority shall be in force for the calendar year 2020.

ADOPTED by the Board of Commissioners of the Port of Bremerton at the regular public meeting thereof held this 14th day of January, 2020 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

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: Port Orchard Marina – Acceptance of Donated Bench
Exhibits: Donation Agreement Form
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: January 14, 2020

Summary:

Fred and Fran Olin approached the Port of Bremerton marina staff regarding wanting to donate to the public and to the Port of Bremerton, a six-foot long concrete bench in honor of both their mothers (both named Mildred) for placement near the Port Orchard boat launch. The donated bench is proposed to have a dedication plaque. The “plaque” was noted to read: “In memory of our Mildreds, Fran & Fred Olin, 2019”.

Attached is a donation agreement form with the location and type of bench that is proposed to be donated.

Recommendation:

The proposal and recommendation would be for the Port of Bremerton Commissioners to accept the proposed donation of the six-foot concrete bench, as described in the attached documents.

Motion for Consideration:

Move to approve the acceptance of the proposed donation of a six-foot concrete bench for installation at the Port Orchard Boat Launch.



8850 SW STATE HWY 3
BREMERTON WA 98312
portofbremerton.org
Tel (360) 674-2381
Fax (360) 674-2807

Commissioners
Cary Bozeman
Axel Strakeljahn
Gary Anderson

Chief Executive Officer
Jim Rothlin

Bremerton National Airport
(360) 674-2381

*Olympic View Business &
Industrial Park*
(360-) 674-2381

Port Orchard Marina
(360) 876-5535

Bremerton Mariana
(360) 373-1035

DONATION TO PORT OF BREMERTON

Fred and Fran Olin (“Donors”) donates to the **Port of Bremerton** (“Port”) the furniture, fixtures, and equipment listed on Exhibit A (the “Donated Property”).

The Donors and the Port have reviewed the proposed donation. The Donors irrevocably transfers all rights, title, and interest in the Donated Property from the Donors to the Port. The Donors also assigns to the Port any rights it may have in warranties associated with the Donated Property. The donation is without any future obligation on the part of the Donors or the Port.

As evidenced by the signature of the Port representative below, the Port accepts the donation.

The Donors of the Donated Property

By: _____

Title: _____

Date: _____, 2020

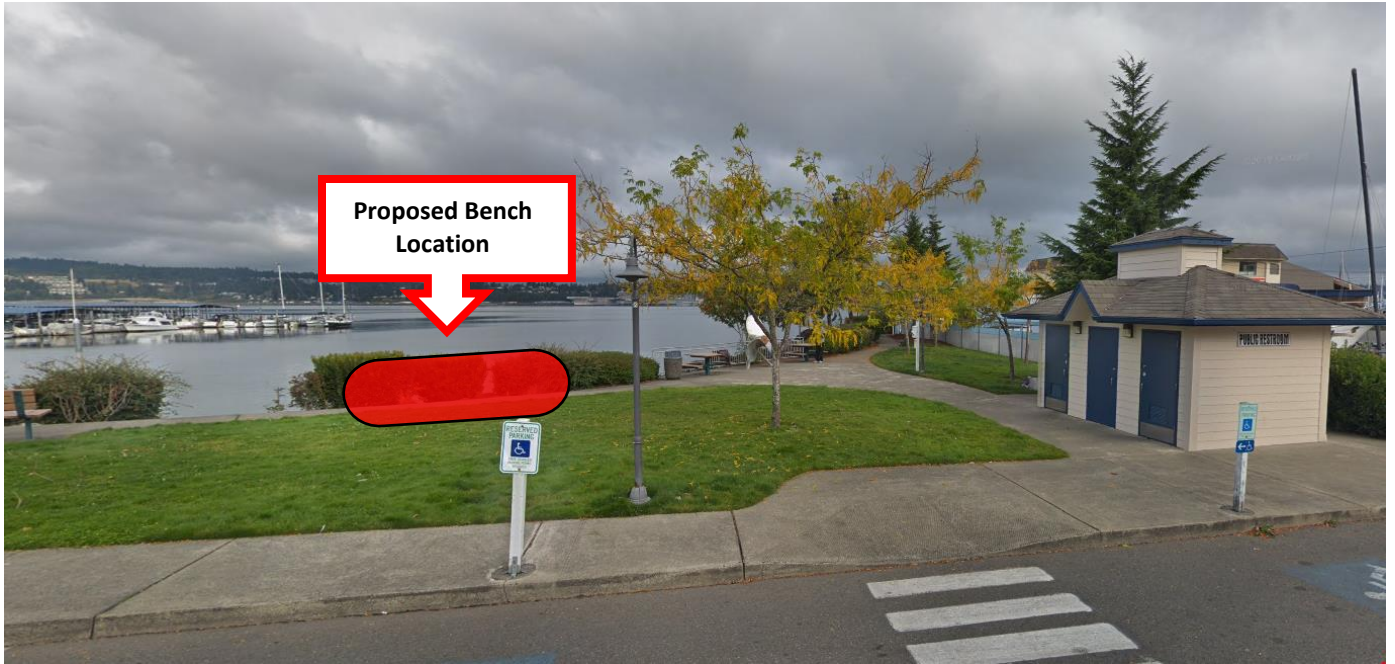
Port of Bremerton

Jim Rothlin, Port CEO

Date: _____, 2020

DONATED MEMORIAL BENCH

PROPOSED TO BE LOCATED AT THE PORT ORCHARD BOAT LAUNCH



The memorial “plaque” proposed on the donated bench to read:
**“In memory of our Mildreds
Fred & Fran Olin 2019”**



Benches

CONCRETE PARK BENCH

4' — **PB6004** 443 lbs.

6' — **PB6006** 580 lbs.

33" High

25" Deep

4' or 6' Long

Bench may be personalized for an additional fee.



CONCRETE PARK BENCH WITH CEDAR BACK AND SEAT

4' — **PB6003** 190 lbs.

6' — **PB6005** 230 lbs.

33" High

25" Deep

4' or 6' Long



CONCRETE CONTEMPORARY STREET BENCH

4' — **B6003** 232 lbs.

6' — **B6004** 306 lbs.

19" High

15" Deep

4' or 6' Long

Bench may be personalized for an additional fee.



STANDARD STREET BENCH

4' — **B6001** 363 lbs.

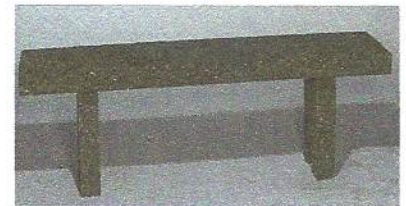
6' — **B6002** 476 lbs.

20" High

18" Deep

4' or 6' Long

Aggregate or smooth finish. Bench may be personalized for an additional fee.



CONCRETE CURVED STREET BENCH

B6007 215 lbs.

19" High

11" Deep

36" Long

Bench may be personalized for an additional fee.



CONCRETE PARK BENCH WITH TREX® BACK AND SEAT

4' — **PB6008** 230 lbs.

6' — **PB6009** 270 lbs.

33" High

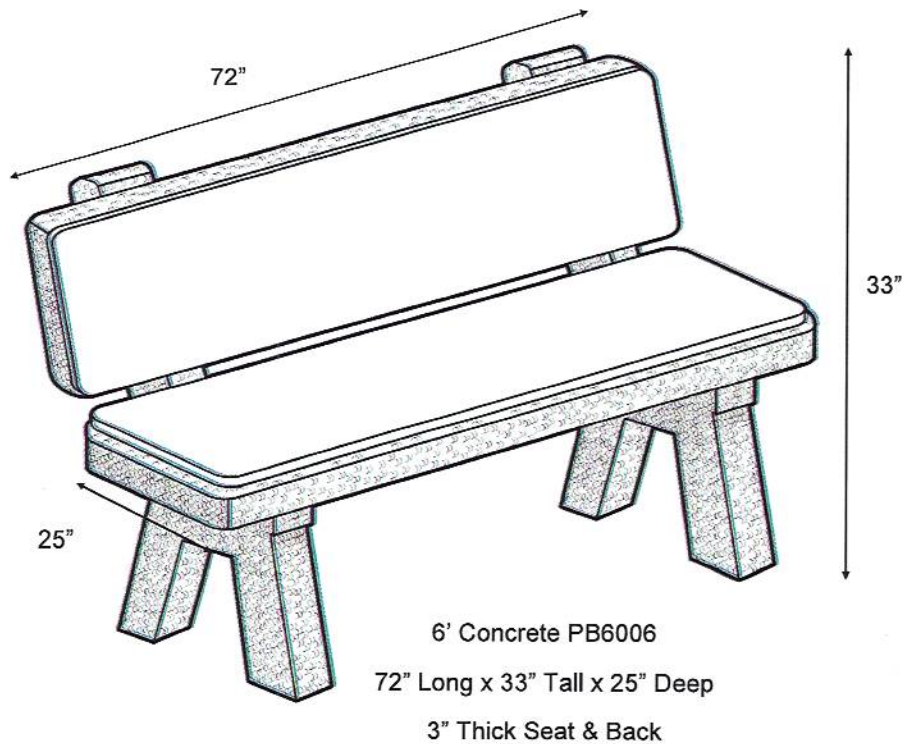
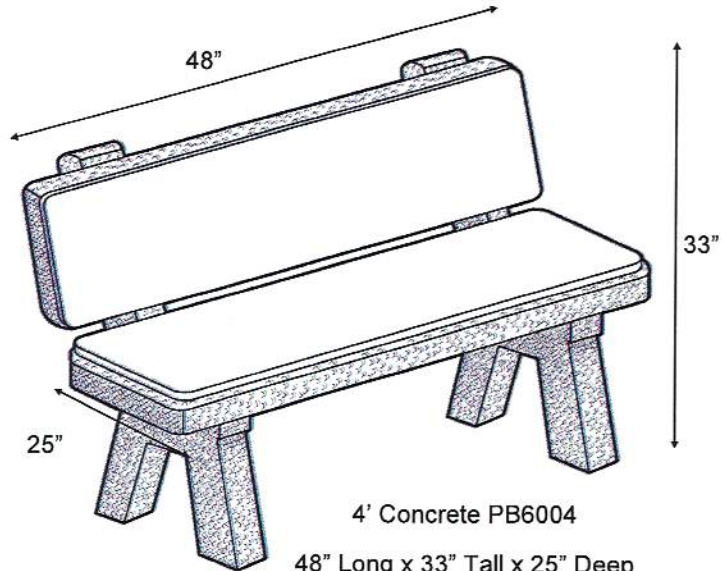
25" Deep

4' or 6' Long

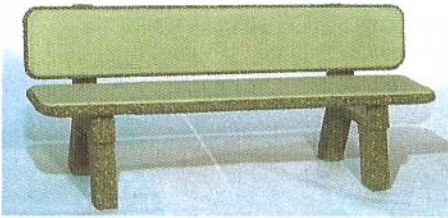


Concrete Park Bench

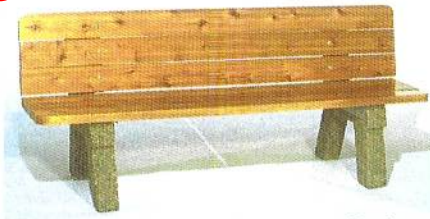
4000 psi @ 28



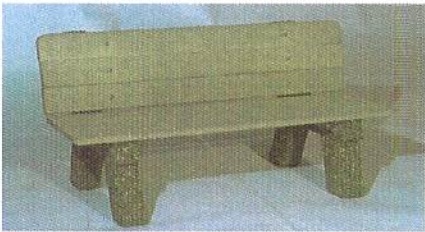
Park Bench



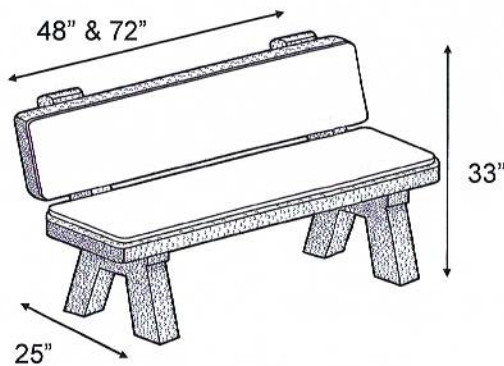
Concrete



Cedar

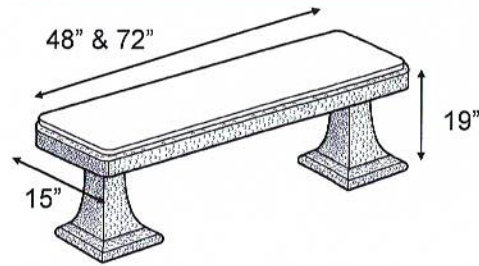
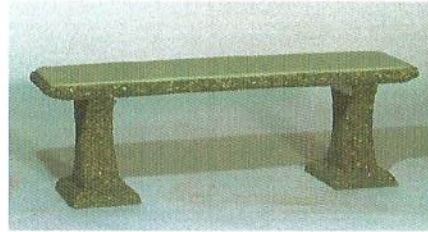


Composite



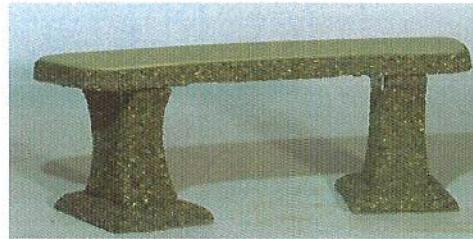
Available in 4' & 6' with concrete, composite or cedar seat & back. The concrete has a smooth back & seat with exposed aggregate edges and base. The composite & cedar have exposed aggregate concrete base.

Contemporary Street Bench



Available in 4' & 6', concrete contemporary style bench has a smooth seat with exposed aggregate edges and legs.

Curved Street Bench



3' concrete curved bench has a smooth seat with exposed edge and legs.

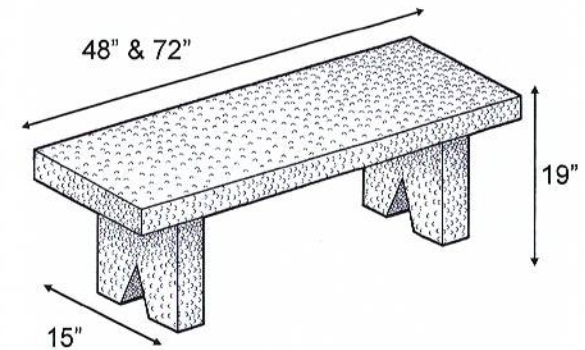
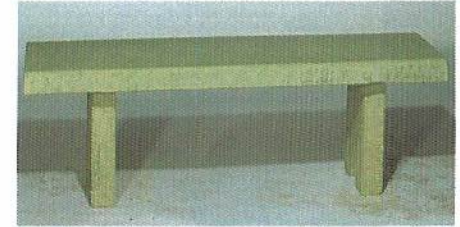
Customize your bench with color concrete or stain.
Some bench styles may be personalized with granite plaques or other lettering.



1-800-225-2539

www.psprecast.com

Street Bench



4' & 6' concrete street bench is available in all smooth or all exposed aggregate finishes.

Redi Rock Bench



4' & 8' concrete Redi-Rock bench. Available in cobblestone and ledgestone style. Cobblestone shown in natural grey color. Ledgestone shown in tan color.



LARRY MOSKO
"The Rules Guy"
4 Aces

PORT OF BREMERTON

AGENDA SUMMARY

Agenda Item No: Action Item #2
Subject: Marina Security Fee
Exhibits: None
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: January 14, 2020

Summary:

This item was discussed on December 10, 2019 as part of the Marina Security Services Contract, before the Port of Bremerton Commissioners and which was subsequently tabled until the January 14, 2020 meeting to have the Security Fees be brought forward together simultaneously with the Security Services Contract.

The Port Orchard marina and Bremerton marinas combined include more than 550 permanent moorage slips for local marine vessels ranging in value from a few thousand dollars all the way to berthing multi-million-dollar yachts. Both marinas are positioned on the public waterfront for the Cities of Bremerton and Port Orchard and in areas that serve as busy public transportation hubs for the region. Together, the two marinas also have near 50 live aboard boaters who consider these marinas as their home. Ensuring a safe marine environment is an important goal of the Port of Bremerton.

The Marina Security Fee would impose a \$10.00 per month fee for each monthly tenant, beginning March 1, 2020. These fees would be collected and would support the Security Services provided to the marinas.

Fiscal Impact:

The impact of a security fee addition for all 573 monthly slips results in an annual total collected of approximately \$68,000.00, which will cover the entirety of the annual Marina Security contract proposed and will ensure that the marina security proposal is completely budget neutral for the Port taxpayers.

Recommendation:

Recommendation is for approval of a ten dollar (\$10.00) monthly Security fee to be added for all monthly tenants of the Port Orchard and the Bremerton Marinas, beginning March 1, 2020.

Motion for Consideration:

Move to approve the inclusion of a ten-dollar (\$10.00) monthly Security fee to be added for all monthly tenants of the Port Orchard and Bremerton Marinas, beginning March 1, 2020

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #3
Subject: Marina Security Contract
Exhibits: Contract for Marina Security Services (Revised)
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: January 14, 2020

Summary:

This item was discussed before the Port of Bremerton Commissioners on December 10, 2019 and was requested to be tabled until the January 14, 2020 meeting.

The Port Orchard marina and Bremerton marinas combined include more than 550 permanent moorage slips for local marine vessels ranging in value from a few thousand dollars all the way to berthing multi-million-dollar yachts. Both marinas are positioned on the public waterfront for the Cities of Bremerton and Port Orchard and in areas that serve as busy public transportation hubs for the region. Together, the two marinas also have nearly 50 live aboard boaters who consider these marinas as their home. Ensuring a safe marine environment is a goal of the Port of Bremerton.

This contract before the Commission is with Bradley Public Safety & Security to provide nighttime security for both the Port Orchard and the Bremerton Marinas, seven nights a week for the year of 2020. The contract includes Port dedicated security personnel, patrolling the marina grounds, the parking lots, the waterfront boardwalk, responding to medical and other emergencies and ensuring public safety for the marina tenants, visitors, and community stakeholders.

The review process included receipt of proposals from three different firms for the same Port marina security services. Bradley Public Safety & Security was the lowest provider of the proposed services, with an amount of \$1,260.00 billed weekly.

Fiscal Impact:

The contract is for providing marina security to both Port Orchard and Bremerton, 7 days a week, nightly billed weekly at \$ 65,520 annually, beginning service on January 19, 2020.

Recommendation:

Recommendation is for approval of contract with Bradley Public Safety & Security services.

Motion for Consideration:

Move to approve the selection of Bradley Public Safety & Security for provision of nightly marina security services and to authorize the CEO to approve the contract for said services.

CONSULTANT AGREEMENT

This agreement is made this 15TH day of JANUARY, 2020, between the PORT OF BREMERTON ("Port"), a municipal corporation and BRADLEY PUBLIC SAFETY & SECURITY DBA PORT OF BREMERTON PUBLIC SAFETY ("Consultant"), for the furnishing of professional services for Marina Security hereinafter referred to as the "Project".

The Port and the Consultant agree as set forth below:

I. SCOPE:

The Consultant shall provide all necessary professional services for this project to accomplish the work specified in Attachment A hereto or which may hereafter be required by the Port.

II. COMPENSATION:

The Port shall compensate the Consultant for work described in Attachment A in accordance with the mutually agreed upon "Fee Proposal" as set forth in Attachment A. Payment of compensation specified shall be made monthly. Consultant should forward requests for payment within 10 days after the end of the month. Payment shall be made 30 days from date invoice is received by the Port.

- A. Upon execution of this Agreement, the Consultant may submit requests for payment for professional services rendered from the date of execution of this Agreement. Consultant will be compensated for these services in accordance with the terms of this Agreement. All sums paid by the Port in this regard are a part of the maximum authorized compensation for the project.
- B. Compensation will only be made to the extent to which the Consultant has documented evidence of fees earned and provides supporting documentation for expenses incurred during the period for which payment is requested. All billings shall be to the Port of Bremerton, 8850 SW State Hwy 3, Bremerton, WA 98312.
- C. Reimbursable expenses in connection with the Agreement include, but are not limited to postage, fax, long distance calls, plots, and other fees expended on behalf of the project, etc. All reimbursable expenses will be at cost.

III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Attachment A is \$ \$1,260.00 per Week (or \$ 65,600.00 per year) and *shall not be exceeded without the written authorization of the Port*. Consultant shall insure that their services are allocated so as to complete all tasks of the work as described in Attachment A.

IV. CHANGES:

The Port may, at any time, make changes in the scope of the work specified in Attachment A. If, in the opinion of the Consultant, such changes will require the Consultant to exceed the maximum authorized compensation specified in paragraph III, the Consultant shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any item of fee or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the Port. The amount of any equitable adjustment shall be negotiated by the parties, however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of work described by this Agreement or changes authorized by this paragraph.

V. ACCOUNTING RECORDS:

Records of fees or expenses incurred described in paragraphs II.A and B shall be kept on a generally recognized accounting basis acceptable to the Port. The Consultant agrees to make such records and supporting documentation available to authorized representatives of the Port and any Federal agency or agencies charged with the administration of grant money for this project, both during the project and for three (3) years following the final payment for services rendered or termination of Consultant's services under this Agreement.

VI. RESPONSIBILITIES OF THE PORT:

A. The Port shall designate a project manager to coordinate and review the work of the Consultant and to coordinate the work of the Consultant with all agencies and individuals involved with the Project. Project Manager for the Port is James Weaver, Director of Marine Facilities. The Consultant is expected to work closely with the Project Manager and team throughout the duration of this Agreement.

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

The Consultant has designated Jacob Bradly, Owner as Project Manager for this Project. This designation shall not be changed without the prior written approval of the Port.

VIII. OWNERSHIP OF DOCUMENTS:

The Consultant shall transmit to the Port a copy of all final field notes, reports, photos, and other project documents of relevant security information as requested by the Port. These documents will be maintained by the Port as a part of its contract file.

All final field notes, reports, photos, and other project documents of relevant security information prepared or obtained for use in this project shall become the property of the Port

and may be utilized by the Port, or its agents, for any purpose whatever without fee, royalty, or other payment to the Consultant.

No such document shall be the subject of any application or claim for copyright by or on behalf of the Consultant. Consultant shall not make any of the above documents available to any person, except as may be necessary to the performance of Consultant's services hereunder, without the prior written approval of the Port and shall take all necessary steps to keep secure those documents in their possession. All release of information to the public or news media will be the responsibility of the Port and Consultant shall not release any information to the public or news media without the prior written authorization from the Port.

IX. NON-DISCRIMINATION:

The Consultant covenants and agrees that in all matters pertaining to the performance or carrying out work under this Agreement, the Consultant shall at all times conduct its business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap, or veteran status and, in particular:

- A. The Consultant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following information shall be submitted according to project size.
 - 1. For agreements over \$10,000, the Consultant shall be prepared to submit, if requested by the Port:
 - a. A current personnel profile identifying all minority and female employees.
 - b. The company's Affirmative Action Officer's name and telephone number.
 - 2. For agreements less than \$10,000, the Consultant shall indicate their commitment to affirmative action and equal employment.
- B. The Consultant shall comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices, and assuring the service of all patrons or customers without discrimination.
- C. The Consultant will act without discrimination when engaging subconsultants to perform work under this Agreement and will give equal consideration to minority and female owned firms.

X. TERMINATION:

The Port may, by written notice to the Consultant, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Consultant to fulfill its contract obligations. Upon receipt of such notice, the Consultant shall immediately discontinue all services and deliver to the Port all documents as described in paragraph VIII.

XI. PERSONNEL:

Where applicable, all personnel employed by the Consultant, and all subcontractors retained by the Consultant and engaged in the work, shall be fully qualified and shall be authorized under State and local law to perform such services.

XII. INTEREST OF CONSULTANT:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XIII. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant agrees to conduct and execute the Project in compliance with all applicable local, state, or Federal laws.

XIV. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Port and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Consultant and Port.

XV. GOVERNING LAW:

This Agreement shall be governed by the law of the State of Washington. Venue for any action between the Port and the Consultant, which action arises out of or in connection with this Agreement shall be in Kitsap County.

XVI. INDEMNIFICATION:

A. General Liability

To the fullest extent provided by law and with the exception of paragraph B and subparagraphs thereto of this Section XVI, the Consultant agrees to defend, indemnify, and save the Port of Bremerton harmless from all liability arising out of the consultant or his staff's negligent performance of the services under this Agreement.

B. Errors and Omissions

The Consultant agrees to indemnify and save the Port harmless in the same manner and subject to the same conditions as provided in paragraph A of this Section XVI for any error or omission reports, specifications, or in performing services under this Agreement, provided, however, that the Consultant shall not be required to indemnify any party for an amount exceeding \$1,000,000 on any one occurrence.

1. Neither the Port's review nor its approval of any service, design, maps, plans, reports, or specifications provided by Consultant under this Agreement shall in any way relieve Consultant of its obligations under this Section XVI.
2. Nothing contained in this Section XVI shall be construed as a waiver of, or any limitation upon, the right of any party to seek or employ any other remedy which may be available to it by law or under the terms of this Agreement.
3. In addition to any insurance coverage requirement recited in this Agreement or otherwise required by law, the Consultant shall provide insurance, or other coverage, which will protect against losses attributable to Consultant's errors or omissions in an amount of not less than \$1,000,000 on any one occurrence.
4. Neither review nor approval of the Consultant's work by the Port shall in any way relieve the Consultant from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such review or approval in any way relieve the Consultant from liability to the Port.

DATED this 15TH day of JANUARY 2020.

PORT OF BREMERTON

BRADLEY PUBLIC SAFETY & SECURITY
DBA PORT OF BREMERTON PUBLIC SAFETY

By _____
Jim Rothlin, CEO

By _____
Jacob Bradley, Owner

Attachments:

"A" Scope of Work & Fee Proposal

EXHIBIT A: SCOPE OF SERVICES

Public Safety Contract – Port of Bremerton

For questions please e-mail us at bradleypps@outlook.com or call (478)228-7544.



Agreement for Service Terms

This contract for public safety services is hereby entered into commencing JANUARY 19, 2020 and terminating on DECEMBER 31ST, 2020, with option for one (1) year extension. This agreement is mutually agreed upon between **BRADLEY PUBLIC SAFETY & SECURITY DBA PORT OF BREMERTON PUBLIC SAFETY** hereby referred to as "VENDOR" and the **PORT OF BREMERTON** hereby referred to as "CLIENT". The scope of work has been outlined below:

- Patrol on foot and in designated patrol vehicles
- Investigate suspicious activity, report to local law enforcement when needed
- Respond to all calls for service, including emergency situations
- Ensure security of all POB buildings and piers
- Write reports on shift activities
- Provide customer service as needed

Both VENDOR and CLIENT agree that the contract amount shall not exceed **\$1,260.00/ week**. This amount will be invoiced weekly beginning on JANUARY 19, 2020.

Both VENDOR and CLIENT agree that the scheduled times for services shall be as follows:

Monday: 10:00pm- 4:00am

Tuesday: 10:00pm- 4:00am

Wednesday: 10:00pm- 4:00am

Thursday: 10:00pm- 4:00am

Friday: 10:00pm- 4:00am

Saturday: 10:00pm- 4:00am

Sunday: 10:00pm- 4:00am

It is further agreed that VENDOR cannot be held liable or responsible for any incidents that occur outside of those service hours specified here. VENDOR and CLIENT also agree that contracting of public safety services does not ensure that incidents and/or bodily injury will not occur.

EXHIBIT A: SCOPE OF SERVICES

Outside Contract Hours

VENDOR will attempt to accommodate CLIENT requests for additional public safety services outside of regularly scheduled hours, with no guarantee of availability. This rate will be a standard flat rate of **\$35.00/hour** and will be added to the weekly invoice.

Standards of Conduct

VENDOR will provide properly licensed, certified, and commissioned personnel as applicable. It is agreed that these personnel shall follow all laws and regulations regarding public safety operations as directed by WA State RCWs and WACs; and as directed by the policies and procedures mandated by the WA State Criminal Justice Training Commission. CLIENT understands that the code of conduct may prohibit on-duty personnel from engaging in certain activities requested by CLIENT if said request violates policies and procedures.

Extension of Contract

This contract shall be renewed in writing no less than 30 days prior to expiration. If less than 30 days written notice is given, VENDOR does not guarantee the continuance of service.



PORT OF BREMERTON

ECONOMIC DEVELOPMENT CORPORATION MEETING

A G E N D A

January 14, 2020

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

A C T I O N I T E M S

- I.** Approval of Minutes of the January 08, 2019 meeting.
- II.** Election of Officers for 2020
- III.** New Business

Adjournment

**MINUTES OF THE ANNUAL MEETING
PORT OF BREMERTON
ECONOMIC DEVELOPMENT CORPORATION
January 08, 2019**

Port of Bremerton Commissioner Larry Stokes called the meeting of the Bremerton Economic Development Corporation to order at 11:00 a.m., January 8, 2019.

Present were Port Commissioners, Larry Stokes, Cary Bozeman, and Axel Strakeljahn; Attorney Anne Montgomery; and Port of Bremerton staff members Jim Rothlin, Fred Salisbury, Sherman Hu, Arne Bakker, James Weaver and Ginger Waye.

Approval of Minutes:

Commissioner Bozeman moved to approve the Minutes of the January 9, 2018 meeting. Commissioner Strakeljahn seconded and the motion carried unanimously.

Election of Officers:

It was moved, seconded and passed unanimously to elect Larry Stokes as Chairman, Cary Bozeman as Vice Chairman, and Axel Strakeljahn as Secretary/Treasurer.

With no further business to come before the Corporation, the meeting was adjourned at 11:05 a.m.

Submitted,

Axel Strakeljahn
Bremerton Economic Development Corporation