



**CITY OF
BAINBRIDGE ISLAND**

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JANUARY 23, 2024**

**COUNCIL CHAMBERS
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA**

AND

**REMOTE MEETING ON ZOOM
PLEASE CLICK THE LINK BELOW TO JOIN THE 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 on Tsunami Ready Bainbridge Island](#), 10 Minutes

4. PUBLIC COMMENT - 6:20 PM

In person public comment is accepted at this time on any topic of municipal interest. Each commenter will have three minutes, or such amount as the meeting chair determines, to speak. Public comment is not taken on individual agenda items during the meeting. For items scheduled for a public hearing, comment is accepted from an individual only one time, either during public comment or during the hearing.

Public comment is simply received by the Council, with no response, and Council cannot deliberate on items that are not on the agenda. The lack of comment is not an endorsement or a denial of the comment. Please refer to guidelines and instructions for public comment, including orderly behavior and civility in remarks, attached below. Remote public comment is not allowed, except that persons with a disability requiring accommodation may provide public comment remotely through Zoom with 24 hours' advance notice to the City Clerk.

4.A [Instructions for Providing Public Comment](#)

5. CONSENT AGENDA - 6:40 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

AP Report to Council of Cash Disbursements 1-24-24.pdf

Council PR Report 1-20-24.pdf

5.C Approve City Council Meeting Minutes

January 9, 2024 City Council Regular Business Meeting Minutes.pdf

5.D Authorize the City Manager to Execute a Construction Contract with Gary Harper Construction, Inc., and Authorize a Related Budget Amendment for the Wastewater Treatment Plant Regulatory Air Gap Project (\$292,766.23, Sewer Fund) – Public Works

CIP WWTP Air Gap 01101.pdf

FBB_WWTP Regulatory Air Gap_Gary Harper Construction Inc.docx

Bid Form_WWTP Regulatory Air Gap_Draft.pdf

5.E Authorize Advertisement for the City Hall Renovation and Security System Upgrade Projects - Public Works

Bainbridge Island City Hall Improvements-select sheets_Granicus.pdf

CIP_City Hall Map Room Enclosure_01228.pdf

CIP_City Hall Security_01092.pdf

5.F Consider Approval of Lodging Tax Advisory Committee Recommendations for 2024 Awards Totaling \$400,000 - Executive

Lodging Tax Advisory Committee Funding Recommendations.pdf

LTAC Contract Pro Forma 2024.docx

5.G Authorize the City Manager to Execute the Intergovernmental Agreement with the Washington State Parks and Recreation Commission Relating to the Recreational Boating Safety Program and Accept a Related Grant Award in the Amount of \$11,679.81 - Police, 5 Minutes

CITY OF BAINBRIDGE ISLAND REVISED 2024 A-299.pdf

MLE 325-168 FFAG Bainbridge Island PD-Kpgs REVISED 2024.pdf

5.H Authorize the City Manager to Execute the Fourth Amendment to Legal Services Agreement for Prosecution Services (\$135,811.59)

KC-535-19-D City of Bainbridge Island 2024.pdf

2024 Municipal Prosecution Contract Rate.pdf

5.I Cancel the February 6, 2024 City Council Study Session

- 5.J Authorize Advertisement and Accept bids for the Wastewater Treatment Plant Capacity Upgrade Equipment - Public Works**
CIP - WWTP Upgrades 01187.pdf
- 5.K Authorize the City Manager to Execute a Washington State Transportation Improvement Board Fuel (TIB) Tax Grant Agreement for the Wyatt Way Portion of the Eagle Harbor Drive & Wyatt Way Non-Motorized Improvements Connecting Centers Project and Authorize a Related Budget Amendment (\$500,000 – Tax Supported) - Public Works**
CIP_Eagle Harbor.Wyatt Way NM Improvement Project_00968.pdf
Selection Letter - Bainbridge Island - NE Wyatt Way.pdf
Grant Agreement - Bainbridge Island - NE Wyatt Way.pdf
- 5.L Authorize the City Manager to Approve the Purchase of Two Interview Room Audio/Video Systems from Axon Enterprise at a cost of \$77,305.94 over a five-year period.**
5 Minutes
BBPD IR Updated 2024.pdf
- 5.M Confirm Appointment of Thomas Alpaugh as Municipal Court Judge and Authorize the City Manager to Execute an Associated Employment Agreement (\$98,000 per year), 5 Minutes**
Bainbridge Island Municipal Court Judge Employment Agreement.pdf
- 5.N Maintain Current Zoning Regulations by Adopting Ordinance No. 2024-01 Extending Ordinance No. 2021-10 Limiting Bonus Floor Area Ratio Options until the Completion of the Winslow Subarea Plan - Planning, 5 Minutes**
Ordinance No. 2024-01 Relating to Revising Bonus Floor Area Regulations.docx
- 5.O Acceptance of a \$39,777 Grant from the Washington State Department of Ecology's Waste Reduction and Recycling Education Grant Program, Approval of a Cash Match of \$13,259, and Authorization of the Execution of a Contract with Washington State Department of Ecology (\$53,036, General Fund) - Executive**
City of Bainbridge Island Waste Reduction and Recycling Education Grant Final Draft Agreement.pdf
- 6. COUNCIL ANNOUNCEMENTS - 6:45 PM**
- 7. CITY MANAGER'S REPORT - 6:55 PM**
- 8. REGULAR BUSINESS**
- 8.A (7:00 PM) Introduce Short Term Rental Ordinance No. 2024-02 (Formerly Ordinance No. 2023-26) - Executive, 15 Minutes**
Ordinance No. 2024-02 (Formerly Ordinance No. 2023-26) Short-Term Rentals for CC 01232024
Email of Support from Bainbridge Innkeepers 01172024
Email of Support from Stefan Goldby, Bainbridge Chamber of Commerce.pdf
BI Short Term Rentals 01-23-24.pptx
- 8.B (7:15 PM) Consider Resolution No. 2024-01 Amending the Governance Manual relating to Remote Public Comment and Clarifying Public Comment Topics, 10 Minutes**
Resolution No. 2024-01 Amending the Governance Manual with respect to Remote Public

- 8.C **(7:25 PM) Receive Report and Recommendations from Council Ad Hoc Committee on City Advisory Groups - Executive**, 15 Minutes
Presentation: City Advisory Group Ad Hoc Subcommittee: Report for CC 01232024
- 8.D **(7:40 PM) Consider Recruitment and Selection Approach for the Current Planning Commission Vacancy - Executive**, 15 Minutes
PC vacancy joint subcommittee recommendations-approved 08112020
Memo - Recruitment and Selection for Planning Commission Vacancies - 2020
- 8.E **(7:55 PM) Discuss Creation of a Council Subcommittee on Sustainable Transportation**, 15 Minutes
Agenda Request from Councilmember Schneider - Subcommittee.pdf
- 8.F **(8:10 PM) Review Local and Regional Council Appointments**, 20 Minutes
2024 Council Assignments.docx
- 8.G **(8:30 PM) Consider Nomination for Association of Washington Cities Center for Quality Communities Student Scholarship - Executive**, 5 Minutes

9. **COMMUNICATIONS - 8:35 PM**

- 9.A **Consider Request from Councilmember Deets to Place a Discussion Regarding Creating a Process for the Installation of Artwork on the Adas-Will and/or West Port Madison Roundabouts on a Future Council Agenda**, 5 Minutes
Bainbridge Roundabout Artwork Process Outline.pdf

10. **ADJOURNMENT - 8:40 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: January 23, 2024

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:10 PM) Receive Update on Tsunami Ready Bainbridge Island,

SUMMARY: The City of Bainbridge Island has been designated by the National Oceanic and Atmospheric Administration (NOAA) as a Tsunami Ready city.

In July 2022, the Washington State Department of Natural Resources released new tsunami modeling based on a 7.5 magnitude earthquake on the Seattle Fault. While the City of Bainbridge Island has been preparing the community for all types of disasters, including earthquakes and tsunamis, this new modeling shows significant potential impact to certain areas of Bainbridge Island and that additional steps need to be taken to address these new concerns.

The City of Bainbridge Island, using the guidance provided by NOAA, undertook various steps to prepare the community and improve public safety by being Tsunami Ready and being designated a TsunamiReady city. According to NOAA, TsunamiReady is a voluntary community recognition program that promotes tsunami hazard preparedness as an active collaboration among federal and local emergency management agencies, community leaders and the public. The main goal of the program is to improve public safety before, during, and after tsunami emergencies. It aims to do this by establishing guidelines for a standard level of capability to mitigate, prepare for and respond to tsunamis.

The process to receive this designation includes: creating Island-specific maps of tsunami hazard zones, developing evacuation routes, identifying assembly areas, and installing appropriate signage, and having redundant means for 24-hour warning and dissemination for tsunami watch, advisory, and warning alerts.. Next steps include providing ongoing tsunami public education and outreach and conducting community exercises focused on tsunami response.

Bainbridge Island is the first inner-coastal city in Washington State to receive this designation.

A brief video will be shown concerning the TsunamiReady designation.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Receive update.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:

Ongoing Cost:

One-Time Cost:

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Instructions for Providing Public Comment

SUMMARY: Instructions and guidelines for providing public comment are attached.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:

Ongoing Cost:

One-Time Cost:

Included in Current Budget?

BACKGROUND:

ATTACHMENTS:

[Instructions for Providing Public Comment January 2024.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

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 in-person at a City Council business meeting should 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, and speakers will have three minutes to speak from the podium. Please speak directly into the microphone, which is adjustable. A timer on the screen will indicate when 3 minutes (or such other time set by the Mayor) has elapsed. The Deputy Mayor will also hold a sign indicating when 30 seconds of the allotted time remains.

Guidelines for public comment are below. Remote public comment is not allowed, except that persons with a disability requiring accommodation may provide public comment remotely through Zoom with 24 hours' advance notice to the City Clerk at cityclerk@bainbridgewa.gov.

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: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Agenda Bill for Consent Agenda,

SUMMARY: Council will consider approval of the Consent Agenda.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

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

COMMUNITY ENGAGEMENT AND OUTREACH:

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: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Approve Accounts Payable and Payroll

SUMMARY: Council will consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve accounts payable and payroll.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[AP Report to Council of Cash Disbursements 1-24-24.pdf](#)

[Council PR Report 1-20-24.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: January 08, 2023 - January 22, 2024

CITY COUNCIL: January 09, 2023 - January 23, 2024

Last check from previous run: 361001 dated 01/10/2024 issued to Zoom Video Communications Inc for \$13,104.00

Last ACH from previous run: 3227 dated 01/10/2024 issued to Winery Alliance of BI for \$3,132.23

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	02/15/2023	359797	Croy, Mary/Check was found after being stale dated. New check to be issued	N/A
ACH/EFT	01/05/2024	3228	PW/Island Hands/Janitorial Services	16,811.00
ACH/EFT	01/12/2024	3229	FIN/Allstream/City wide phone services	3,308.49
ACH/EFT	01/12/2024	3230	ENG/Kelley Connect/Copier lease	423.53
ACH/EFT	01/12/2024	3231	ENG/Kitsap Transit/Apr. & Sep. 2023 ground water monitoring	5,998.40
ACH/EFT	01/12/2024	3232	WCIA/2024 insurance	1,167,089.00
Manual	01/04/2024	361002	POL,EOC/AT&T/Wireless charges	3,513.09
Manual	01/04/2024	361003	CenturyLink/Citywide telemetry - Dec. 2023	4,261.73
Manual	01/04/2024	361004	ENG/Good To Go/Mitigation training tolls	11.50
Manual	01/04/2024	361005	WA Dept of Retirement Systems/Interest on late payment for PERS2 & PERS3	335.43
Manual	01/04/2024	361006	WA Water Service/Decant facility water Dec. 2023	161.38
Manual	01/11/2024	361007	POL,PCD/AT&T/Fax long distance	16.05
Manual	01/11/2024	361008	EX/Bombardier, Michele/Poet Laureate 2023 - year 2 payment	2,500.00
Manual	01/11/2024	361009	ENG/City of Bainbridge Island/Permit Yeomalt Drainage Improvements	1,940.00
Manual	01/11/2024	361010	Puget Sound Energy/Citywide energy services	48,494.95
Manual	01/11/2024	361011	PW/WA ST Dept Retirement Systems/2023 retirement contributions	17,306.90

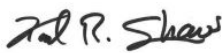
Total Manual Checks and Electronic Disbursements	1,272,171.45
--	--------------

Regular Run Checks	01/24/2024	361012-361057	Total Regular Check Run	186,805.01
Regular Run ACH	01/24/2024	3233-3307	Total Regular ACH Run	420,103.69
Total Disbursements				1,879,080.15

Retainage Release	01/05/2024	227	Bainbridge Island Electric/PW electrical software upgrade	725.01
Travel Advance	N/A	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

1/18/2024

Date

CITY OF BAINBRIDGE ISLAND

Retainage 1/5/24 JK



JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 628 111100 CASH-RETAINAGE
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

							INVOICE DTL DESC		
227	01/05/2024	PRTD	50	BAINBRIDGE ISLAND EL	268479	RETREL-01148-2	01/02/2024	RT010524	725.01
Invoice: RETREL-01148-2							RET REL PW SOFTWARE ELECTRICAL UPDRAGE		
725.01 41628860 586000							RETAINAGE RELEASE		
CHECK								227 TOTAL:	725.01
NUMBER OF CHECKS							1	*** CASH ACCOUNT TOTAL ***	725.01
TOTAL PRINTED CHECKS							COUNT	AMOUNT	
							1	725.01	
*** GRAND TOTAL ***								725.01	

A/P CASH DISBURSEMENTS JOURNAL

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
2024	1	68											
APP	622-213000				01/05/2024	RT010524	010524			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		725.01	
APP	628-111100				01/05/2024	RT010524	010524			CASH-RETAINAGE AP CASH DISBURSEMENTS JOURNAL			725.01
										JOURNAL 2024/01/68 TOTAL		725.01	725.01

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622	EXPENDABLE TRUST FUND	2024	1	68	01/05/2024			
	622-213000					ACCOUNTS PAYABLE	725.01	
	628-111100					CASH-RETAINAGE		725.01
FUND TOTAL							725.01	725.01

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

CITY OF BAINBRIDGE ISLAND

MANUAL 1/4/24 JK



JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC										
3228	01/05/2024	EFT	8646	ISLAND HANDS	268192	4041	12/18/2023	M010424	16,811.00	
Invoice: 4041							PW/2023-2024	JANITORIAL SERVICES		
					16,306.67	73011183	54110000269	JANITORIAL CONTRACT-PRO SVCS		
					504.33	73425358	54110000269	JANITORIAL CONTRACT-PRO SVCS		
					CHECK 3228 TOTAL:				16,811.00	
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			16,811.00
							COUNT	AMOUNT		
					TOTAL EFT'S		1	16,811.00		
					*** GRAND TOTAL ***				16,811.00	

A/P CASH DISBURSEMENTS JOURNAL

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
2024	1	63											
APP	001-213000				01/05/2024	M010424	010424			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		16,306.67	
APP	635-111100				01/05/2024	M010424	010424			CASH AP CASH DISBURSEMENTS JOURNAL			16,811.00
APP	402-213000				01/05/2024	M010424	010424			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		504.33	
GENERAL LEDGER TOTAL												16,811.00	16,811.00
APP	631-130000				01/05/2024	M010424	010424			DUE TO/FROM CLEARING		16,811.00	
APP	001-130000				01/05/2024	M010424	010424			GENERAL - DUE TO/FROM CLEARING			16,306.67
APP	402-130000				01/05/2024	M010424	010424			DUE TO/FROM CLEARING			504.33
SYSTEM GENERATED ENTRIES TOTAL												16,811.00	16,811.00
JOURNAL 2024/01/63 TOTAL												33,622.00	33,622.00

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 GENERAL FUND	2024	1	63	01/05/2024			
001-130000					GENERAL - DUE TO/FROM CLEARING		16,306.67
001-213000					GENERAL - ACCOUNTS PAYABLE	16,306.67	
					FUND TOTAL	16,306.67	16,306.67
402 SEWER OPERATING FUND	2024	1	63	01/05/2024			
402-130000					DUE TO/FROM CLEARING		504.33
402-213000					ACCOUNTS PAYABLE	504.33	
					FUND TOTAL	504.33	504.33
631 CLEARING FUND	2024	1	63	01/05/2024			
631-130000					DUE TO/FROM CLEARING	16,811.00	
635-111100					CASH		16,811.00
					FUND TOTAL	16,811.00	16,811.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		16,306.67
402	SEWER OPERATING FUND		504.33
631	CLEARING FUND	16,811.00	
TOTAL		16,811.00	16,811.00

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

CITY OF BAINBRIDGE ISLAND

MANUAL 1/11/24 JK



A/P CASH DISBURSEMENTS JOURNAL

JK

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

		VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
		INVOICE DTL DESC					
3229	01/12/2024 EFT Invoice: 20165612	8672	ALLSTREAM	268436	20165612	01/01/2024 FIN/CITY WIDE PHONE SERVICES PW - ALLOC COMMUNICATION	M011124 3,308.49
		3,308.49	71637891 542100			CHECK 3229 TOTAL:	3,308.49
3230	01/12/2024 EFT Invoice: IN1516382	1971	KELLEY CONNECT	268518	IN1516382	01/02/2024 ENG/COPIER LEASE ENG - C/E ADMIN RENTS & LEASES	M011124 423.53
		423.53	72011321 545000			CHECK 3230 TOTAL:	423.53
3231	01/12/2024 EFT Invoice: 7256	5384	KITSAP TRANSIT	268485	7256	12/31/2023 ENG/APR, SEP 2023 GW MONITORING WAY PT PARK-WELL MONITORING	M011124 5,998.40
		5,998.40	72011373 54110000638			CHECK 3231 TOTAL:	5,998.40
3232	01/12/2024 EFT Invoice: 200051	710	WCIA	268486	200051	01/01/2024 2024 WCIA INSURANCE GG-C/E-INSURANCE GG-STREET-INSURANCE GG-WTR-INSURANCE GG-SWR-INSURANCE GG-SIS-INSURANCE GG-SSWM-INSURANCE GG-DECANT-INSURANCE GG-DEV-INSURANCE GG-BLDG-INSURANCE	M011124 1,167,089.00
		448,770.72	91011182 546000				
		191,463.41	91111182 546000				
		80,264.90	91411182 546000				
		130,117.11	91421182 546000				
		10,671.66	91426355 546000				
		93,376.67	91431182 546000				
		2,198.25	91435838 546000				
		164,982.51	91470182 546000				
		45,243.77	91471182 546000				
						CHECK 3232 TOTAL:	1,167,089.00
		NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***			1,176,819.42
		TOTAL EFT'S		COUNT	4	AMOUNT	1,176,819.42
		*** GRAND TOTAL ***					1,176,819.42

CLERK: jkines

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2024 1	131	01/12/2024	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	455,192.65	455,192.65
				FUND TOTAL	455,192.65	455,192.65
101 STREET FUND 101-130000 101-213000	2024 1	131	01/12/2024	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	191,463.41	191,463.41
				FUND TOTAL	191,463.41	191,463.41
401 WATER OPERATING FUND 401-130000 401-213000	2024 1	131	01/12/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	80,264.90	80,264.90
				FUND TOTAL	80,264.90	80,264.90
402 SEWER OPERATING FUND 402-130000 402-213000	2024 1	131	01/12/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	140,788.77	140,788.77
				FUND TOTAL	140,788.77	140,788.77
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2024 1	131	01/12/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	95,574.92	95,574.92
				FUND TOTAL	95,574.92	95,574.92
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2024 1	131	01/12/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	210,226.28	210,226.28
				FUND TOTAL	210,226.28	210,226.28
631 CLEARING FUND 631-130000 631-213000 635-111100	2024 1	131	01/12/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	1,173,510.93 3,308.49	1,176,819.42
				FUND TOTAL	1,176,819.42	1,176,819.42

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		455,192.65
101	STREET FUND		191,463.41
401	WATER OPERATING FUND		80,264.90
402	SEWER OPERATING FUND		140,788.77
403	STORM & SURFACE WATER FUND		95,574.92
407	BUILDING & DEVELOPMENT FUND		210,226.28
631	CLEARING FUND		
		1,173,510.93	
TOTAL		1,173,510.93	1,173,510.93

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

CITY OF BAINBRIDGE ISLAND

REGULAR 1/18/24 JK



JK

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
3233	01/18/2024	EFT	10189 ACCESSOLOGY	268726	INV23-00437	01/05/2024		01/21/24	5,020.00
Invoice: INV23-00437						ENG/DEVELOPMENT OF	ADA TRANSITION		
				2,065.00	72111444 54110001218	ADA TRANSITION	PLAN-PROF SVCS		
				2,505.00	72011255 54110001218	ADA TRANSITION	PLAN-PROF SVCS		
				450.00	72111444 54110001218	ADA TRANSITION	PLAN-PROF SVCS		
								CHECK 3233 TOTAL:	5,020.00
3234	01/18/2024	EFT	5 ACE HARDWARE	268445	54946	12/11/2023		01/21/24	39.97
Invoice: 54946						ENG/ELEC TAPE, FASTENERS, WEATHERPROOF CVR			
				19.99	72011319 53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
				15.99	72431832 53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
				3.99	72411342 53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
Invoice: 55009						12/21/2023		01/21/24	102.60
				102.60	73411345 531100	PW/SHOP TOWELS, ISOPRPL ALCOHOL OFFICE SUPPLIES			
Invoice: 55012						12/21/2023		01/21/24	78.11
				60.99	73011897 531100	PW/MEGALOC THRD SEALANT, PRIMER PVC			
				15.51	73011183 531100	O&M-C/E-PWY FAC-SUPPLIES			
				1.61	73011215 531100	O&M-C/E-CH FAC-SUPPLIES			
Invoice: 55028						12/27/2023		01/21/24	19.52
				19.52	73011897 531100	PW/BULB FL T8 G13 24" 18w X2 O&M-C/E-PWY FAC-SUPPLIES			
Invoice: 55030						12/28/2023		01/21/24	49.01
				49.01	73421355 531100	PW/FASTENERS WIN COLL-SUPPLIES			
Invoice: 55032						12/28/2023		01/21/24	65.45
				65.45	73011183 531100	PW/ELMT GRD EXT FLT 3X 1G, STATE PAINTCARE FEE			
Invoice: 55053						01/03/2024		01/21/24	17.84
				17.84	73637891 531100	PW/KEYKRAFTER #32 BRASS, DOUBLE CUT KEY OFFICE SUPPLIES			
Invoice: 55055						01/03/2024		01/21/24	41.26
				41.26	73421355 531100	PW/FLUOR 40W T12 CW 4L 2PK X2 WIN COLL-SUPPLIES			
Invoice: 55056						01/04/2024		01/21/24	305.74
				305.74	73011183 531100	PW/WATER CARTRIDGE, KTCH FAUCET O&M-C/E-CH FAC-SUPPLIES			
Invoice: 55079						01/08/2024		01/21/24	76.37
				76.37	73425358 531100	PW/BLEACH, HYDROGEN PEROXIDE O&M-WWTP-SUPPLIES			

CITY OF BAINBRIDGE ISLAND

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

		VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC							
Invoice: 55080		268661	55080	01/08/2024		01/21/24	43.67
		38.22	73011897 531100	PW/PEX COUPLING, SOFTSIDED TOOL BOXES			
		5.45	73011755 531100	O&M-C/E-PWY FAC-SUPPLIES			
				O&M-COMMONS SUPPLIES			
Invoice: 55116		268843	55116	01/10/2024		01/21/24	87.29
		87.29	73108517 53110000552	PW/RAKE BOW FIBER 16T, ACE TOP SOIL			
				LIVE-A-BOARDS/MOORAGE-SUPPLIES			
Invoice: 55123		268845	55123	01/11/2024		01/21/24	45.82
		28.37	73411345 531100	PW/DAMPRID RFL FRGFRE, SPRING EXT1-1			
		17.45	73431835 531100	OFFICE SUPPLIES			
				OFFICE SUPPLIES			
Invoice: 55125		268846	55125	01/11/2024		01/21/24	7.59
		7.59	73111423 531100	PW/DOUBLE CUT KEY X5			
				OFFICE SUPPLIES			
Invoice: 55134		268847	55134	01/11/2024		01/21/24	79.66
		79.66	73411345 531100	PW/BAG FRZR ZIPLOCK, ISOPROPL ALCOHOL			
				OFFICE SUPPLIES			
Invoice: 55136		268848	55136	01/11/2024		01/21/24	7.80
		7.80	73425358 531100	PW/SINGLE CUT KEY X6			
				O&M-WWTP-SUPPLIES			
CHECK						3234 TOTAL:	1,067.70
3235 01/18/2024 EFT Invoice: 5849515	8991 ALLIANCE 2020, INC	268451	5849515	12/31/2023		01/21/24	518.98
		518.98	33011161 544000	HR/BACKGROUND CHECKS			
				HR-C/E-ADVERTISING			
CHECK						3235 TOTAL:	518.98
3236 01/18/2024 EFT Invoice: 2312426	10239 ALLIANCE TECHNICAL G	268610	2312426	12/29/2023		01/21/24	817.63
		817.63	73011370 53110000261	PW/VICNENT LANDFILL SURFACE TESTING			
				BI LANDFILL MONITORING-SUPPLY			
Invoice: 2312427		268611	2312427	01/03/2024		01/21/24	780.00
		780.00	73011370 53110000261	PW/VINCENT LANDFILL GROUND TESTING			
				BI LANDFILL MONITORING-SUPPLY			
Invoice: 2312496		268612	2312496	01/03/2024		01/21/24	390.00
		390.00	73011370 53110000261	PW/VINCENT LANDFILL GROUND TESTING			
				BI LANDFILL MONITORING-SUPPLY			
Invoice: 2312321		268729	2312321	12/27/2023		01/21/24	5,339.73
		2,669.87	72011319 54110000809	ENG/00485 & 00809 SURFACE AND GROU			
				WTR QUAL & FLOW MONIT-PRO SVCS			

CITY OF BAINBRIDGE ISLAND



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
				533.97	72411342	54110000809	WTR QUAL & FLOW MONIT-PRO SVCS		
				2,135.89	72431832	54110000809	WTR QUAL & FLOW MONIT-PRO SVCS		
							CHECK	3236 TOTAL:	7,327.36
3237	01/18/2024 EFT	10273	ALS GROUP USA CORP.	268571	36-51-635765-0	01/04/2024	01/21/24		1,250.00
	Invoice: 36-51-635765-0					PW/POLYFLUOROALKYL SUBSTANCES TESTING PROFESSIONAL SERVICES			
				1,250.00	73411345	541100			
							CHECK	3237 TOTAL:	1,250.00
3238	01/18/2024 EFT	7821	ARAMARK	268452	5120377956	12/21/2023	01/21/24		63.68
	Invoice: 5120377956					PW/COVERALL LS COTTON, PANT DICKIES LAUNDRY SERVICES			
				63.68	73638893	589310			
	Invoice: 5120382311					12/28/2023	01/21/24		63.68
				268453	5120382311				
				63.68	73638893	589310	PW/COVERALL LS COTTON, PANT DICKIES LAUNDRY SERVICES		
	Invoice: 5120386413					01/04/2024	01/21/24		63.68
				268662	5120386413				
				63.68	73638893	589310	PW/COVERALL LS COTTON, PANT DICKIES LAUNDRY SERVICES		
							CHECK	3238 TOTAL:	191.04
3239	01/18/2024 EFT	9942	ARCOSA AGGREGATES IN	268568	INV-360-6103	01/02/2024	01/21/24		269.82
	Invoice: INV-360-6103					ASPHALT DUMP FEE 14.99 TONS GG-STREET-ROADWAY-GARBAGE			
				269.82	91111423	547900			
	Invoice: INV-360-6183					01/03/2024	01/21/24		911.88
				268569	INV-360-6183				
				911.88	91111261	547900	ASPHALT DUMP FEE 50.66 TONS GG-STREETS-SIDEWALKS-GARBAGE		
	Invoice: INV-360-6274					01/04/2024	01/21/24		1,237.86
				268861	INV-360-6274				
				1,237.86	91111423	547900	DUMP FEE ASPHALT 68.77 TONS GG-STREET-ROADWAY-GARBAGE		
	Invoice: INV-360-6361					01/08/2024	01/21/24		786.52
				268862	INV-360-6361				
				473.76	91111261	547900	DUMP FEE ASPHALT, CONCRETE 37.49 TONS GG-STREETS-SIDEWALKS-GARBAGE		
				312.76	91111261	547900	GG-STREETS-SIDEWALKS-GARBAGE		
							CHECK	3239 TOTAL:	3,206.08
3240	01/18/2024 EFT	2138	ASPECT CONSULTING LL	268752	54273	12/31/2023	01/21/24		3,041.75
	Invoice: 54273					PW/2023 BI LANDFILL REVIEW			
				3,041.75	73011370	54110000261	BI LANDFILL MONITORING-PRO SVC		

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

					INVOICE DTL DESC			
					CHECK	3240	TOTAL:	3,041.75
3241 01/18/2024 EFT	4365 AUTOMATIC FUNDS TRAN	268454	BAI2312028	12/29/2023	01/21/24	581.89		
Invoice: BAI2312028				FIN/B&O DECEMBER 2023				
				FIN-GF-PROF SVCS				
				FIN-GFE-POSTAGE/SHIPPING				
				150.00 41011141 541100				
				431.89 41011141 542500				
				268607 129016	12/20/2023	01/21/24	6.15	
Invoice: 129016				FIN/FINAL BILL: PRINT AND MAIL				
				FIN - WATER ADMIN PROF SERVICE				
				FIN - SEWER ADMIN PROF SERVICE				
				GG-WTR-FAC-POSTAGE				
				GG-SWR-FAC-POSTAGE				
				.87 43411341 541100				
				.87 43421351 541100				
				2.20 91411891 542500				
				2.21 91421891 542500				
				268733 129205	01/03/2024	01/21/24	889.57	
Invoice: 129205				FIN/STATEMENT PREP & MAIL				
				FIN - WATER ADMIN PROF SERVICE				
				FIN - SEWER ADMIN PROF SERVICE				
				GG-WTR-FAC-POSTAGE				
				GG-SWR-FAC-POSTAGE				
				218.96 43411341 541100				
				218.96 43421351 541100				
				225.82 91411891 542500				
				225.83 91421891 542500				
				268734 129235	01/05/2024	01/21/24	5.28	
Invoice: 129235				FIN/FINAL BILL: PRINT & MAIL				
				FIN - WATER ADMIN PROF SERVICE				
				FIN - SEWER ADMIN PROF SERVICE				
				GG-WTR-FAC-POSTAGE				
				GG-SWR-FAC-POSTAGE				
				.75 43411341 541100				
				.75 43421351 541100				
				1.89 91411891 542500				
				1.89 91421891 542500				
					CHECK	3241	TOTAL:	1,482.89
3242 01/18/2024 EFT	55 SOUND PUBLISHING, IN	268461	BIR986942	11/10/2023	01/21/24	99.73		
Invoice: BIR986942				PCD/LEGAL NOTICE PLN52610				
				CUR-DEV-ZONING-ADV				
				99.73 63470586 544000				
				268463 BIR987568	11/24/2023	01/21/24	59.22	
Invoice: BIR987568				CC/ORDINANCE 2023-25 LEGAL NOTICE				
				COUNCIL - LEGAL NOTICES				
				59.22 11011113 544000				
				268464 BIR987574	11/24/2023	01/21/24	52.98	
Invoice: BIR987574				CC/ORDINANCE 2023-22 LEGAL NOTICE				
				COUNCIL - LEGAL NOTICES				
				52.98 11011113 544000				
				268465 BIR987616	11/24/2023	01/21/24	99.73	
Invoice: BIR987616				PCD/LEGAL NOTICE PLN52129				
				CUR-DEV-ZONING-ADV				
				99.73 63470586 544000				
				268466 BIR988021	12/08/2023	01/21/24	161.04	
Invoice: BIR988021				ENG/WINSLOW WATER TANK PUBLIC NOTICE				
				NEW WATER TANKS-PERMITS				
				161.04 72413434 64980000988				

CITY OF BAINBRIDGE ISLAND

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

		VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
		INVOICE DTL DESC					
Invoice: BIR988857		268467	BIR988857	12/22/2023		01/21/24	51.42
		51.42	11011113 544000	CC/ORDINANCE 2023-30 LEGAL NOTICE COUNCIL - LEGAL NOTICES			
Invoice: BIR988859		268468	BIR988859	12/22/2023		01/21/24	52.98
		52.98	11011113 544000	CC/ORDINANCE 2023-31 LEGAL NOTICE COUNCIL - LEGAL NOTICES			
Invoice: BIR988953		268469	BIR988953	12/22/2023		01/21/24	135.57
		135.57	63470586 544000	PCD/LEGAL NOTICE PLN52091 SUB CUR-DEV-ZONING-ADV			
Invoice: BIR989068		268549	BIR989068	12/29/2023		01/21/24	46.20
		46.20	11011113 544000	CC/ORDINANCE 2023-23 LEGAL NOTICE COUNCIL - LEGAL NOTICES			
Invoice: BIR988853		268720	BIR988853	12/22/2023		01/21/24	93.50
		93.50	63470586 544000	PCD/LEGAL NOTICING PLN52604 SSDE CUR-DEV-ZONING-ADV			
Invoice: BIR989329		268768	BIR989329	12/29/2023		01/21/24	199.47
		199.47	72413434 64400000988	ENG/WINSLOW WATER TANK PUBLIC NOTICE NEW WATER TANKS-ADV			
Invoice: BIR989439		268786	BIR989439	01/05/2024		01/21/24	88.83
		88.83	63470586 544000	PCD/LEGAL NOTICE PLN52001 SPT CUR-DEV-ZONING-ADV			
CHECK						3242 TOTAL:	1,140.67
3243 01/18/2024 EFT Invoice: 8124690	55 SOUND PUBLISHING, IN	268597	8124690	12/31/2023		01/21/24	30.50
		30.50	51011191 544000	POL/PROPERTROOM.COM AD PD-C/E-PROP RM-ADVERTISING			
CHECK						3243 TOTAL:	30.50
3244 01/18/2024 EFT Invoice: 23LTAC 4/2	45 BAINBRIDGE ISLAND CH	268742	23LTAC 4/2	12/31/2023		01/21/24	5,616.60
		5,616.60	91140573 541100	2023 LTAC CONTRACT (VISITOR IN GG-TOUR-PROF SERVICES			
CHECK						3244 TOTAL:	5,616.60
3245 01/18/2024 EFT Invoice: 2023-Q4	64 BAINBRIDGE ISLAND AR	268730	2023-Q4	12/31/2023		01/21/24	7,875.00
		6,000.00	31024759 54110200297	EX/PUBLIC ART ADMINISTRATION PUBLIC ART-MNGT SVCS			
		1,875.00	31024759 54110001283	SOMETHING NEW PH6-PROF SVCS			

CITY OF BAINBRIDGE ISLAND



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC									
						CHECK	3245 TOTAL:		7,875.00
3246 01/18/2024 EFT	567 BAINBRIDGE ISLAND DO	268647	2426		01/08/2024	01/21/24			35,000.00
Invoice: 2426					EX/MAIN ST TAX CONTRIBUTION 2024				
		35,000.00	31411573	54110000297	STATE MAIN STREET TAX CR PRGM				
					CHECK	3246 TOTAL:			35,000.00
3247 01/18/2024 EFT	8595 BRUCE TITUS FORD, IN	268471	67142527		12/26/2023	01/21/24			4,250.70
Invoice: 67142527					PW/2015 FORD SUPER DUTY VALVE COVER INJECTOR				
		4,250.70	73431835	548100	REPAIRS & MAINTENANCE				
					CHECK	3247 TOTAL:			4,250.70
3248 01/18/2024 EFT	104 CITY OF BREMERTON	268472	BKAT000801		12/01/2023	01/21/24			3,188.25
Invoice: BKAT000801					IT/BROADCAST CITY COUNCIL MEETINGS				
		3,188.25	81011881	542420	IT-C/E-TELEVISTED COUNCIL MEET				
					CHECK	3248 TOTAL:			3,188.25
3249 01/18/2024 EFT	518 CRIMINAL JUSTICE TRA	268589	201138953		12/21/2023	01/21/24			600.00
Invoice: 201138953					POL/RIFLE INSTRUCTOR/NORTON				
		600.00	53011212	443410	POLICE - C/E PATROL TRAINING				
					CHECK	3249 TOTAL:			600.00
3250 01/18/2024 EFT	8024 CLEARWAY ENVIRONMENT	268753	18_23_COBI-ROCK-12		01/08/2024	01/21/24			9,300.00
Invoice: 18_23_COBI-ROCK-12					ENG/EEL GRASS MONITORING THROUGH 1				
		9,300.00	72011391	54110000710	ROCKAWAY-MIT/MONITORING-P SVCS				
					CHECK	3250 TOTAL:			9,300.00
3251 01/18/2024 EFT	7509 CONSTRUCTION PARTS L	268570	39986		12/21/2023	01/21/24			2,339.50
Invoice: 39986					PW/ 96" TUBE BROOM WITH END PLATES X2				
		2,339.50	73111427	531100	OFFICE SUPPLIES				
					CHECK	3251 TOTAL:			2,339.50
3252 01/18/2024 EFT	142 COPIERS NORTHWEST IN	268474	INV2759443		01/02/2024	01/21/24			422.74
Invoice: INV2759443					IT,PCD,ENG/SUPPLIES FOR OCE PRINTER				
		140.92	81011881	531100	IT - C/E SUPPLIES				
		140.91	61011581	531100	PCD - C/E ADMIN SUPPLIES				
		140.91	72011321	531100	ENG - C/E ADMIN SUPPLIES				
		268721	INV2752687		12/19/2023	01/21/24			220.74

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

Invoice: INV2752687

 73.58 81011881 531100
 73.58 61011581 531100
 73.58 72011321 531100

INVOICE DTL DESC

 IT,PCD,ENG/OCE PRINTER-PLOTTER SUPPLIES
 IT - C/E SUPPLIES
 PCD - C/E ADMIN SUPPLIES
 ENG - C/E ADMIN SUPPLIES

CHECK 3252 TOTAL: 643.48

 3253 01/18/2024 EFT 7016 CUSTOM PRINTING
 Invoice: 10869

 268884 10869
 153.15 63470588 549500

 12/13/2023 01/21/24
 PCD/BUSINESS CARDS ANDREAS KLEIDOUHAKIS
 CUR-DEV PLAN-COPIES/PRINTING

CHECK 3253 TOTAL: 153.15

 3254 01/18/2024 EFT 4469 CYBERNETICS
 Invoice: 816299

 268737 816299
 3,008.00 81011881 548500

 12/22/2023 01/21/24
 IT/BACK-UP SYSTEM ANNUAL MAINTENANCE
 IT - C/E COMPUTER SUPPORT

CHECK 3254 TOTAL: 3,008.00

 3255 01/18/2024 EFT 10344 DEMARCHE CONSULTING
 Invoice: 24 BI 06

 268789 24 BI 06
 3,600.00 61011586 54110000930

 01/08/2024 01/21/24
 PCD/DEC 14 MEETING FACILITATION, ADMIN STAFF
 COMP PLAN-PROF SVCS

CHECK 3255 TOTAL: 3,600.00

 3256 01/18/2024 EFT 10410 DOBBS HEAVY DUTY HOL
 Invoice: 025P170252

 268475 025P170252
 110.03 73638935 531100

 12/29/2023 01/21/24
 PW/FILTER
 O&M-STD ALLOCATION-SUPPLIES

CHECK 3256 TOTAL: 110.03

Invoice: 025P170504

 268650 025P170504
 144.13 73111427 531100

 01/03/2024 01/21/24
 PW/SENSOR DFN PRESSURE
 OFFICE SUPPLIES

CHECK 3257 TOTAL: -144.13

Invoice: 025P170893

 268865 025P170893
 -144.13 73111427 531100

 01/09/2024 01/21/24
 PW/SENSOR DFN PRESSURE CREDIT MEMO
 OFFICE SUPPLIES

CHECK 3256 TOTAL: 110.03

 3257 01/18/2024 EFT 7144 DTMICRO, INC
 Invoice: 7162

 268476 7162
 136.50 91011215 542100

 12/15/2023 01/21/24
 POLICE INTERNET CONNECTION KITSAP COUNTY
 GG-C/E-PD-PHONE

CHECK 3257 TOTAL: 136.50

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

CHECK RUN

NET

INVOICE DTL DESC

3258 01/18/2024 EFT Invoice: 168207	10293 EA ENGINEERING, SCIE	268744 168207	12/07/2023	01/21/24	19,928.50
		19,928.50 72011494 54110001198	ENG/DEVELOPMENT OF GROUNDWATER MAN GWMP-PROF SVCS		
			CHECK	3258 TOTAL:	19,928.50
3259 01/18/2024 EFT Invoice: M79566	8134 EVERBRIDGE, INC	268834 M79566	01/13/2024	01/21/24	8,273.63
		8,273.63 81011881 548500	IT/NIXLE MESSAGING SYSTEM IT - C/E COMPUTER SUPPORT		
			CHECK	3259 TOTAL:	8,273.63
3260 01/18/2024 EFT Invoice: WABR165473	10151 FASTENAL COMPANY	268235 WABR165473	09/20/2023	01/21/24	-252.58
		-252.58 73637891 531100	PW/BOOT RETURN CREDIT MEMO OFFICE SUPPLIES		
Invoice: WABR166220		268552 WABR166220	12/11/2023	01/21/24	1,441.08
		1,441.08 73637891 531100	PW/SAFETY SUPPLIES OFFICE SUPPLIES		
Invoice: WABR166557		268866 WABR166557	01/09/2024	01/21/24	926.02
		926.02 73637891 531100	PW/SAFETY SUPPLIES OFFICE SUPPLIES		
			CHECK	3260 TOTAL:	2,114.52
3261 01/18/2024 EFT Invoice: 0024024	1953 FERGUSON ENTERPRISES	268572 0024024	12/21/2023	01/21/24	1,734.64
		1,734.64 73637892 531100	PW/WATER SUPPLIES O&M-ALLOC-WTR-CONSUMABLES		
Invoice: SC1405		268608 SC1405	12/31/2023	01/21/24	145.18
		145.18 73411345 548100	PW/SERVICE CHARGE DECEMBER 2023 REPAIRS & MAINTENANCE		
Invoice: 0026877		268653 0026877	01/02/2024	01/21/24	2,532.18
		2,532.18 73637891 535100	PW/AUTOREAD SOFTWARE SYSTEM SUPPORT COMPUTER SOFTWARE		
Invoice: 0027375		268867 0027375	01/08/2024	01/21/24	481.70
		481.70 73431835 531100	PW/WATER SUPPLIES OFFICE SUPPLIES		
Invoice: 0027450		268868 0027450	01/09/2024	01/21/24	636.85
		636.85 73421355 531100	PW/WATER SUPPLIES WIN COLL-SUPPLIES		

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635		111100		CASH																
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET											
INVOICE DTL DESC																				
								CHECK	3261 TOTAL:								5,530.55			
3262	01/18/2024	EFT	5062 FRIENDS OF THE FARMS	268553	Q4-2023	01/02/2024		01/21/24	16,250.00											
		Invoice: Q4-2023				EX/Q4 2023 FARM MANAGEMENT SERVICES														
				16,250.00	31011557 54110001019	FARM MNGT SVCS-FOTF OR STAHL														
								CHECK	3262 TOTAL:								16,250.00			
3263	01/18/2024	EFT	7851 GEOTECH ENVIROMENTAL	268692	748221	12/28/2023		01/21/24	274.46											
		Invoice: 748221				PW/RENTAL VFD CONTROLLER 115VAC														
				274.46	73011370 54500000261	BI LANDFILL MONITORING-RENTS														
		Invoice: 748224				12/28/2023		01/21/24	906.59											
				268693	748224	PW/RENTAL COND DO ORP PH QUATRO 4M CABLE														
				906.59	73011370 54500000261	BI LANDFILL MONITORING-RENTS														
								CHECK	3263 TOTAL:								1,181.05			
3264	01/18/2024	EFT	513 GRAINGER	268439	9947360310	12/28/2023		01/21/24	667.78											
		Invoice: 9947360310				PW/SUBMERSIBLE SEWAGE PUMP														
				667.78	73425358 531100	O&M-WWTP-SUPPLIES														
								CHECK	3264 TOTAL:								667.78			
3265	01/18/2024	EFT	1517 GUARDIAN SECURITY SY	268655	1448900	01/01/2024		01/21/24	58.81											
		Invoice: 1448900				POL/ALARM MONITORING														
				58.81	51011215 541100	POLICE - C/E FACIL PROF SVCS														
								CHECK	3265 TOTAL:								58.81			
3266	01/18/2024	EFT	6155 HDR ENGINEERING INC	268849	1200588114	01/12/2024		01/21/24	34,327.62											
		Invoice: 1200588114				PW/WASTEWATER BENEFICIAL REUSE AN														
				34,327.62	71425352 54110001192	WW BEN REUSE-PROF SVCS														
								CHECK	3266 TOTAL:								34,327.62			
3267	01/18/2024	EFT	268 HOUSING RESOURCES BO	268614	13875	12/31/2023		01/21/24	1,125.00											
		Invoice: 13875				EX/Q4 2023 MANAGEMENT FEES ISLANDER MOBILE HOME														
				1,125.00	31180592 54130200297	IMHP MNGT FEES														
								CHECK	3267 TOTAL:								1,125.00			
3268	01/18/2024	EFT	7918 INFRASTRUCTURE MGMT	268850	50596-4	12/31/2023		01/21/24	8,700.00											
		Invoice: 50596-4				ENG/2024-2029 PAVEMENT MANAGEMENT														
				8,700.00	72111444 54110001278	FIVE YEAR PAVEMENT PLAN-PRO SV														

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

						CHECK	3268 TOTAL:	8,700.00
3269	01/18/2024 EFT	1496 KITSAP COUNTY SEWER	268727	KCSD7-COBI-2023-DEC	01/07/2024	01/21/24		26,242.56
	Invoice: KCSD7-COBI-2023-DEC							
			26,242.56	73426356 551000	PW/SEWER UTILITY CHARGE DEC 2023			
					SIS-SD#7 PROCESSING CHGS			
						CHECK	3269 TOTAL:	26,242.56
3270	01/18/2024 EFT	199 KITSAP ECONOMIC DEVE	268833	BI-4Q-23	12/31/2023	01/21/24		2,500.00
	Invoice: BI-4Q-23							
			2,500.00	31011586 54110000297	EX/ECONOMIC DEVELOPMENT SRVCS 4Q-2023			
					EX-GF-ECON DEV PLANNING			
						CHECK	3270 TOTAL:	2,500.00
3271	01/18/2024 EFT	1971 KELLEY CONNECT	268555	IN1516383	01/02/2024	01/21/24		245.48
	Invoice: IN1516383							
			245.48	61470581 545000	PCD/COPIER LEASE			
					PCD - DEV ADMIN RENTS & LEASES			
	Invoice: IN1516384							
			268556	IN1516384	01/02/2024	01/21/24		208.85
			208.85	61470581 545000	PCD/COPIER LEASE			
					PCD - DEV ADMIN RENTS & LEASES			
	Invoice: IN1516381							
			268722	IN1516381	01/02/2024	01/21/24		242.42
			242.42	21011125 545000	CRT/COPIER LEASE			
					COURT-RENTS & LEASES			
	Invoice: 35699746							
			268787	35699746	01/11/2024	01/21/24		316.68
			316.68	61470581 545000	PCD/COPIER LEASE			
					PCD - DEV ADMIN RENTS & LEASES			
	Invoice: 35699748							
			268788	35699748	01/11/2024	01/21/24		361.46
			361.46	61470581 545000	PCD/COPIER LEASE			
					PCD - DEV ADMIN RENTS & LEASES			
	Invoice: 35699747							
			268870	35699747	01/11/2024	01/21/24		318.86
			318.86	72011321 545000	ENG/COPIER LEASE			
					ENG - C/E ADMIN RENTS & LEASES			
						CHECK	3271 TOTAL:	1,693.75
3272	01/18/2024 EFT	9852 KISSLER ENTERPRISES	268616	11044	12/31/2023	01/21/24		8,239.00
	Invoice: 11044							
			8,239.00	73425358 54790100551	PW/WWTP BIOSOLIDS HAULING DEC 2023			
					BIOSOLIDS WASTE DISPOSAL			
						CHECK	3272 TOTAL:	8,239.00

CITY OF BAINBRIDGE ISLAND



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635		111100		CASH																							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET																		
INVOICE DTL DESC																											
3273	01/18/2024	EFT	10029 BRAZEAU, MARK	268557	286	12/29/2023	20230047	01/21/24	2,236.58	PW/REPAIR/REPLACE CITY OWNED BACKFLOW DEVICES O&M-COMMONS REPAIRS O&M-C/E-MARINA-R&M																	
Invoice: 286																											
				1,983.62	73011755 548100																						
				252.96	73011757 548100																						
								CHECK	3273 TOTAL:		2,236.58																
3274	01/18/2024	EFT	315 KITSAP HUMANE SOCIET	268745	51909	12/01/2023		01/21/24	6,612.93	ANIMAL CONTROL (2021-2023) FIN - C/E ANIMAL CONTROL FEES																	
Invoice: 51909																											
				6,612.93	91011393 541100																						
								CHECK	3274 TOTAL:		6,612.93																
3275	01/18/2024	EFT	309 KITSAP TIRE CENTER I	268663	INV062700	01/03/2024		01/21/24	642.68	POL/SL EAGLE ENFORCER TIRES X4 PD-C/E-PATROL SUPPLIES																	
Invoice: INV062700																											
				642.68	53011212 531100																						
Invoice: INV062773						01/11/2024		01/21/24	8.74	SCRAP TIRE DISPOSAL FEE GG-C/E-O&M YARD FAC-GARBAGE																	
				268871	INV062773																						
				8.74	91011897 547900																						
								CHECK	3275 TOTAL:		651.42																
3276	01/18/2024	EFT	5384 KITSAP TRANSIT	268746	7238	10/31/2023		01/21/24	26.00	EX/BI RIDE JOINT MARKETING BI RIDE ENGAGEMENT-PROF SVCS																	
Invoice: 7238																											
				26.00	31171572 54110001176																						
								CHECK	3276 TOTAL:		26.00																
3277	01/18/2024	EFT	5011 LEXISNEXIS RISK SOLU	268592	1272084-20231231	12/31/2023		01/21/24	218.40	POL/MONTHLY SUBSCRIPTION PD-C/E-INV-COMPUTER SUPT MAINT																	
Invoice: 1272084-20231231																											
				218.40	52011212 548500																						
								CHECK	3277 TOTAL:		218.40																
3278	01/18/2024	EFT	10209 PAE CONSULTING ENGIN	268747	20235918	12/31/2023		01/21/24	156.25	ENG/CITY HALL SECURITY SYSTEM UPDA CH SECURITY-PROF SVCS																	
Invoice: 20235918																											
				156.25	72311418 64110001092																						
								CHECK	3278 TOTAL:		156.25																
3279	01/18/2024	EFT	2574 NATIONAL BARRICADE C	268617	311576	11/30/2023		01/21/24	1,279.28	PW/ALUMINUM ROAD SIGN, ANCHOR SQUARE PERF OFFICE SUPPLIES O&M-STREET-TRAF CONTROL-SUPPLY																	
Invoice: 311576																											
				682.50	73637891 531100																						
				596.78	73111264 531100																						

CITY OF BAINBRIDGE ISLAND



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

						CHECK	3279 TOTAL:	1,279.28
3280 01/18/2024 EFT	9943 THE NEXT DAY DRY CLE	268593	12/31/2023	12/31/2023	01/21/24			362.54
Invoice: 12/31/2023				POL/LAUNDRY SERVICE				
		222.46	51011211 520000	PD-C/E ADMIN-BENEFITS				
		140.08	53011212 520000	POLICE - C/E PATROL BENEFITS				
				CHECK	3280 TOTAL:			362.54
3281 01/18/2024 EFT	2430 OGDEN MURPHY WALLACE	268695	886250	01/05/2024	01/21/24			39,659.90
Invoice: 886250				LEGAL/PROFESSIONAL SERVICES DEC 2023				
		3,937.50	32011152 54111101156	LIT-NEAL PRA SUIT				
		3,495.00	32471152 54111401217	HEX-GERLACH BLD PRMT (OMW-HEX)				
		1,537.50	32470152 54111101240	LIT-RICH (SUP. CT.)				
		1,369.25	32111152 541110	LGL-STREET-OUTSIDE ATTY-CIVIL				
		2,199.95	32470152 54111101306	LIT-GERLACH CLAIM FOR DAMAGES				
		525.00	32011152 54111001046	LGL-PSE FRANCHISE				
		1,200.00	32011152 54111001131	ETHICS BOARD LEGAL ADVISOR				
		3,375.00	32011541 54111001270	GEN'L PRR WORK-OUTSIDEATTORNEY				
		21,533.20	32011541 54111001298	CITY ATTORNEY				
		487.50	32470152 54111101307	LIT-GUDDAT PERMIT				
				CHECK	3281 TOTAL:			39,659.90
3282 01/18/2024 EFT	4111 OLYMPIC SPRINGS INC	268594	363243	12/31/2023	01/21/24			128.15
Invoice: 363243				POL/PURIFIED WATER				
		128.15	51011215 531100	POLICE - C/E FACIL SUPPLIES				
Invoice: 363521				12/31/2023	01/21/24			29.32
		268618	363521	PW/5 GAL PURIFIED WATER X3				
		29.32	73425358 531100	O&M-WWTP-SUPPLIES				
				CHECK	3282 TOTAL:			157.47
3283 01/18/2024 EFT	5545 OTAK INC	268851	00012400230R	01/11/2024	01/21/24			15,648.00
Invoice: 00012400230R				ENG/CC RD RECONSTRUCTION DESIGN				
		15,648.00	72321953 64110000712	COUNTRY CLUB RD-DESIGN				
				CHECK	3283 TOTAL:			15,648.00
3284 01/18/2024 EFT	1754 OTIS ELEVATOR COMPAN	268558	100401406589	12/11/2023	01/21/24			2,666.93
Invoice: 100401406589				PW/ELEVATOR QUARTERLY SERVICE				
		2,666.93	73011183 54810000888	CH ELEVATOR MAINT-REPAIRS				

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC									
						CHECK	3284 TOTAL:		2,666.93
3285 01/18/2024 EFT	4129 OWEN EQUIPMENT COMPA	268559	00113305	12/21/2023		01/21/24			3,778.32
Invoice: 00113305				PW/LOCATOR KIT					
		3,778.32	73411345 531100	OFFICE SUPPLIES					
				CHECK	3285 TOTAL:				3,778.32
3286 01/18/2024 EFT	9650 PAPE MACHINERY INC	268560	14981213	12/27/2023		01/21/24			279.72
Invoice: 14981213		279.72	73111427 531100	PW/STIHL BIOPLU, 26RM3 81E CH					
				OFFICE SUPPLIES					
Invoice: 14983974		268835	14983974	01/10/2024		01/21/24			315.19
		315.19	73638935 531100	PW/FB - CORE CO, CORE ASSEMBL					
				O&M-STD ALLOCATION-SUPPLIES					
Invoice: 14984021		268872	14984021	01/09/2024		01/21/24			700.04
		700.04	73637958 531100	PW/BSHNG, KEY					
				ROADSIDE MOWER ALLOC-SUPPLIES					
				CHECK	3286 TOTAL:				1,294.95
3287 01/18/2024 EFT	458 PENINSULA FIRE INC	268669	01052024TM2	01/05/2024		01/21/24			360.36
Invoice: 01052024TM2		360.36	31011256 531100	EX/1 1/2LB VEHICLE BRACKET					
				EX-GF-EMERG PREP-SUPPLIES					
				CHECK	3287 TOTAL:				360.36
3288 01/18/2024 EFT	5646 PERTEET INC	268852	20220099.0000-16	01/11/2024		01/21/24			72,763.57
Invoice: 20220099.0000-16		58,796.07	72334562 64110000968	ENG/EH DR / WW + COOPER CREEK - PR					
		13,967.50	72433438 64110001107	C40-EAGLE HARBOR PH1-PROF SVCS					
				C40-EAGLE HRBR FISH PASS-PRFSV					
				CHECK	3288 TOTAL:				72,763.57
3289 01/18/2024 EFT	6333 PETROCARD INC.	268561	0507432-IN	12/28/2023		01/21/24			3,470.69
Invoice: 0507432-IN		1,917.47	73638893 532000	PW/DIESEL & REGULAR FUEL					
		1,553.22	73638932 532000	O&M-FUEL USE-ALLOCATION					
				O&M-FUEL ALLOC TO OTH DEPTS					
				CHECK	3289 TOTAL:				3,470.69
3290 01/18/2024 EFT	9349 PROPANE NORTHWEST	268562	1512012843	12/22/2023		01/21/24			945.90
Invoice: 1512012843		945.90	91011897 547200	PROPANE 528.90 GALLONS					
				GG-C/E-O&M YARD FAC-PROPANE					

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635		111100		CASH													
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET								
INVOICE DTL DESC																	
Invoice: 1512155286				268670	1512155286	01/02/2024		01/21/24	1,018.49								
				1,018.49	91011897 547200	PROPANE 565.30 GALLONS											
						GG-C/E-O&M YARD FAC-PROPANE											
						CHECK	3290	TOTAL:	1,964.39								
3291	01/18/2024 EFT		9440 QBSI-XEROX	268723	IN3888165	12/27/2023		01/21/24	74.21								
Invoice: IN3888165				74.21	21011125 545000	CRT/COPIER LEASE											
						COURT-RENTS & LEASES											
				268791	IN3826054	11/23/2023		01/21/24	74.21								
Invoice: IN3826054				74.21	21011125 545000	CRT/COPIER LEASE											
						COURT-RENTS & LEASES											
						CHECK	3291	TOTAL:	148.42								
3292	01/18/2024 EFT		5251 ROTARY CLUB OF BAINB	268671	11503	01/01/2024		01/21/24	100.00								
Invoice: 11503				100.00	51011211 549100	POL/QTR DUES/CLARK											
						PD-C/E-ADM-DUES/SUBCR/MEMBRSH											
						CHECK	3292	TOTAL:	100.00								
3293	01/18/2024 EFT		617 S & B INC	268673	26697A	01/04/2024		01/21/24	360.33								
Invoice: 26697A				360.33	73421355 548100	PW/BAINBRIDGE KCLICKITAT TURCK											
						WIN COLL-R&M											
				268748	25249T	12/31/2023		01/21/24	2,766.91								
Invoice: 25249T				1,653.91	72413434 64110000818	ENG/WATER/SEWER TELEMTRY SCADA UP											
				1,113.00	72423434 64110000821	SCADA UPGRADES WTR PRF SVC											
						SWR-SCADA UPGRADES-PROF SVCS											
				268749	26551B	12/31/2023		01/21/24	4,927.75								
Invoice: 26551B				4,927.75	72425358 54110001209	ENG/WWTP VFD DESIGN											
						WWTP VFD REPL-PROF SVCS											
				268836	26700A	12/31/2023		01/21/24	1,680.04								
Invoice: 26700A				1,680.04	73411345 548100	PW/HIGH SCHOOL COMMUNICATION RPR FER											
						REPAIRS & MAINTENANCE											
				268837	26701A	12/31/2023		01/21/24	98.83								
Invoice: 26701A				98.83	73411345 548100	PW/TAYLOR WELL REMOTE SUPPORT											
						REPAIRS & MAINTENANCE											
						CHECK	3293	TOTAL:	9,833.86								
3294	01/18/2024 EFT		9910 SEIDL, MICHAEL TIMOT	268754	2194	01/02/2024		01/21/24	1,745.00								
Invoice: 2194				1,745.00	31011572 54110001184	EX/VIDEO PRODUCTION AND PHOTOGRAP											
						CITY MNGR VIDEO UPDATE-PROF SV											

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

						CHECK	3294 TOTAL:	1,745.00
3295 01/18/2024 EFT	8132 SPECTRA LABORATORIES	268574	23-09871	12/28/2023	01/21/24			366.00
Invoice: 23-09871				PW/TKN, NITRATE, AMMONIA TESTING				
		366.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
Invoice: 23-09906		268575	23-09906	12/28/2023	01/21/24			104.00
				PW/TOTAL COLIFORM, E COLI TESTING				
		104.00	73411345 54110000391	LAB SVCS-WATER				
Invoice: 23-09924		268576	23-09924	12/29/2023	01/21/24			26.00
				PW/FLUORIDE TESTING				
		26.00	73411345 54110000391	LAB SVCS-WATER				
Invoice: 23-09929		268577	23-09929	12/29/2023	01/21/24			52.00
				PW/FLUORIDE TESTING				
		52.00	73411345 54110000391	LAB SVCS-WATER				
Invoice: 24-00017		268629	24-00017	01/04/2024	01/21/24			78.00
				PW/FLUORIDE, MANGANESE, IRON TESTING				
		78.00	73415345 54110000391	LAB SVCS-WATER ROCKAWAY				
Invoice: 24-00030		268630	24-00030	01/04/2024	01/21/24			26.00
				PW/FLUORIDE TESTING				
		26.00	73411345 54110000391	LAB SVCS-WATER				
Invoice: 24-00143		268697	24-00143	01/09/2024	01/21/24			436.00
				PW/CBOD, AMMONIA< TKN, NITRATE TESTING				
		436.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
Invoice: 24-00187		268838	24-00187	01/10/2024	01/21/24			366.00
				PW/NITRATE, AMMONIA, CBOD, TKN TESTING				
		366.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
Invoice: 24-00188		268839	24-00188	01/10/2024	01/21/24			64.00
				PW/ORGANIC CARBON TOTAL TESTING				
		64.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
				CHECK	3295 TOTAL:			1,518.00
3296 01/18/2024 EFT	4271 JOHN SUTTON	268854	Q4-2023	01/16/2024	01/21/24			494.70
Invoice: Q4-2023				Q4 2023 LEOFF MEDICAL REIMBURSEMENT				
		494.70	91029720 521500	POLICE - INS ADD MEDICAL COSTS				
				CHECK	3296 TOTAL:			494.70

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

CHECK RUN

NET

INVOICE DTL DESC

3297 01/18/2024 EFT	562 T M G SERVICES INC	268582	0050927-IN	11/16/2023	01/21/24	1,859.44
Invoice: 0050927-IN		1,859.44	73411345 548100	PW/REPLACE POWER SUPPLY CONDITIONING CIRCUIT BOARD		
		268584	0050995-IN	12/14/2023	01/21/24	2,147.01
Invoice: 0050995-IN		2,147.01	73411345 548100	PW/CHEMICAL LEAKED INSIDE PUMP REPAIR		
		268842	0051097-IN	01/11/2024	01/21/24	1,878.33
Invoice: 0051097-IN		1,878.33	73411345 531100	PW/CARTRIDGE ELECTROLYZER 5PPD		
				OFFICE SUPPLIES		
				CHECK	3297 TOTAL:	5,884.78
3298 01/18/2024 EFT	565 TACOMA SCREW PRODUCT	268579	140099299-00	12/21/2023	01/21/24	-92.27
Invoice: 140099299-00		-92.27	73011483 531100	PW/HEX CAP SCREWS RETURN CREDIT		
		268580	140098882-00	12/20/2023	01/21/24	269.83
Invoice: 140098882-00		269.83	73011483 531100	PW/HEX CAP SCREWS, FLAT WASHERS		
		268632	140099226-00	12/27/2023	01/21/24	262.76
Invoice: 140099226-00		262.76	73638935 531100	PW/BRAKE & PARTS CLEANER, HEX CAP SCREWS		
		268841	140099226-01	01/03/2024	01/21/24	121.35
Invoice: 140099226-01		121.35	73638935 531100	PW/FLAT HEAD SOCKET CAP SCREWS		
		268879	140099946-00	01/11/2024	01/21/24	35.54
Invoice: 140099946-00		35.54	73638935 531100	PW/AIR BRAKE BRASS FITTINGS NYLON TUBING		
				O&M-STD ALLOCATION-SUPPLIES		
				CHECK	3298 TOTAL:	597.21
3299 01/18/2024 EFT	6714 TOSHIBA FINANCIAL SE	268585	35573826	12/25/2023	01/21/24	224.64
Invoice: 35573826		224.64	73637891 545000	PW/COPIER LEASE		
		268681	35573827	12/25/2023	01/21/24	234.85
Invoice: 35573827		234.85	51011211 545000	POL/COPIER LEASE		
				PD-C/E-ADMIN RENTS/LEASE		
				CHECK	3299 TOTAL:	459.49

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635			111100		CASH																							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET																			
INVOICE DTL DESC																												
3300	01/18/2024	EFT	4929 TYLER TECHNOLOGIES	I 268683	045-451690	01/01/2024		01/21/24	5,308.21		IT/ANNUAL TYLER REPORTING SERVICES APPLICATION FEE IT - C/E COMPUTER SUPPORT																	
	Invoice: 045-451690																											
				5,308.21	81011881 548500																							
						CHECK		3300 TOTAL:	5,308.21																			
3301	01/18/2024	EFT	1152 HD SUPPLY INC	268586	INV00227840	12/21/2023		01/21/24	403.60		PW/BOD BOTTLES 300 ML #25-48 O&M-WWTP-SUPPLIES																	
	Invoice: INV00227840			403.60	73425358 531100																							
				268587	INV00227957	12/21/2023		01/21/24									718.03		PW/HACH M-FC BROTH IN PLASTIC AMPULES, PIPET TIPS O&M-WWTP-SUPPLIES									
	Invoice: INV00227957			718.03	73425358 531100																							
						CHECK		3301 TOTAL:	1,121.63																			
3302	01/18/2024	EFT	553 UTILITIES UNDERGROUN	268633	3120123	12/31/2023		01/21/24	126.42		PW/EXCAVATION NOTIFICATIONS X98 DEC 2023 O&M ALLOC-LOCATING SVCS																	
	Invoice: 3120123			126.42	73637893 54110000393																							
						CHECK		3302 TOTAL:									126.42											
3303	01/18/2024	EFT	605 WA ST AUDITOR'S OFFI	268600	L157953	12/11/2023		01/21/24	320.25		2023 IT AUDIT FIN-C/E STATE AUDITOR FIN-STREET-STATE AUDITOR GG-WTR-ADM-PROF SVCS GG-SWR-ADM-PROF SVCS GG-SSWM-ADM-PROF SVCS FIN-DEV-STATE AUDITOR FIN-BLDG-STATE AUDITOR																	
	Invoice: L157953			192.35	91011423 541100																							
				25.58	91111433 541100																							
				22.81	91411341 541100																							
				39.28	91421351 541100																							
				15.37	91431383 541100																							
				12.43	91470148 541100																							
				12.43	91471148 541100																							
				268740	L158549	01/10/2024		01/21/24	384.30		2023 IT AUDIT FIN-C/E STATE AUDITOR FIN-STREET-STATE AUDITOR GG-WTR-ADM-PROF SVCS GG-SWR-ADM-PROF SVCS GG-SSWM-ADM-PROF SVCS FIN-DEV-STATE AUDITOR FIN-BLDG-STATE AUDITOR																	
	Invoice: L158549			226.59	91011423 541100																							
				29.80	91111433 541100																							
				20.64	91411341 541100																							
				47.72	91421351 541100																							
				25.61	91431383 541100																							
				16.96	91470148 541100																							
				16.98	91471148 541100																							
						CHECK		3303 TOTAL:	704.55																			
3304	01/18/2024	EFT	167 WA ST DEPT OF ECOLOG	268602	LAU-WA-W405-23	12/26/2023		01/21/24	600.00		PW/LABORATORY ACCREDITATION FEES 2024 O&M-WWTP-DUES, SUBSCR																	
	Invoice: LAU-WA-W405-23			600.00	73425358 549100																							

CITY OF BAINBRIDGE ISLAND

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

						CHECK	3304 TOTAL:	600.00
3305 01/18/2024 EFT	4104 WA ST FERRIES	268634	RK418719	12/31/2023	01/21/24			29.55
Invoice: RK418719		9.85 72011321 543100		DEC23 WAVE2GO FERRY CHARGES				
		19.70 73011189 543100		ENG - C/E ADMIN TRAVEL EXPENSE				
				O&M-FAC-TRAVEL/MEALS/LODGING				
				CHECK	3305 TOTAL:			29.55
3306 01/18/2024 EFT	4010 WA ASSOC OF SHERIFFS	268603	INV031477	11/30/2023	01/21/24			375.00
Invoice: INV031477		375.00 51011214 443410		POL/FALL CONF/CLARK				
				PD-C/E-ADMIN-TRAINING				
				CHECK	3306 TOTAL:			375.00
3307 01/18/2024 EFT	499 WESTBAY AUTO PARTS I	268443	835677	01/03/2024	01/21/24			25.50
Invoice: 835677		25.50 73638935 531100		PW/NAPAGOLD OIL FILTER, SOLVENT				
				O&M-STD ALLOCATION-SUPPLIES				
Invoice: 834963		268638 834963		12/28/2023	01/21/24			85.69
		85.69 73638935 531100		PW/SYN EP GREASE CART				
				O&M-STD ALLOCATION-SUPPLIES				
Invoice: 835678		268684 835678		01/03/2024	01/21/24			9.63
		9.63 73638935 531100		PW/NAPA GOLD AIR FILTER				
				O&M-STD ALLOCATION-SUPPLIES				
Invoice: 836041		268685 836041		01/04/2024	01/21/24			36.13
		36.13 73638935 531100		PW/NAPAGOLD FUEL FILTER				
				O&M-STD ALLOCATION-SUPPLIES				
Invoice: 836042		268686 836042		01/04/2024	01/21/24			70.54
		70.54 73011483 531100		PW/NAPAGOLD FUEL FILTERS				
				O&M-GF-MECH SHOP-SUPPLIES				
Invoice: 836108		268687 836108		01/05/2024	01/21/24			85.69
		85.69 73638935 531100		PW/SYN EP GREASE CART X10				
				O&M-STD ALLOCATION-SUPPLIES				
Invoice: 836126		268688 836126		01/05/2024	01/21/24			39.84
		39.84 73638935 531100		PW/RAD/REPR X9				
				O&M-STD ALLOCATION-SUPPLIES				
Invoice: 836133		268689 836133		01/05/2024	01/21/24			65.56
		65.56 73638935 531100		PW/FORD SIDELESS SEAT COV X2				
				O&M-STD ALLOCATION-SUPPLIES				
		268690 836581		01/08/2024	01/21/24			113.66

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

				INVOICE DTL DESC					
Invoice: 836581				113.66	73638935 531100	PW/AIR FILTER, NAPAGOLD OIL FILTER			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 836732				268881	836732	01/09/2024		01/21/24	91.72
				91.72	73638935 531100	PW/NITRILE DISPOSABLE GLOVES			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 837129				268882	837129	01/10/2024		01/21/24	108.35
				108.35	73638935 531100	PW/RV MARINE ANTIFREEZE			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 837223				268883	837223	01/11/2024		01/21/24	85.63
				85.63	73638935 531100	PW/ALARM, HYD HOSE FITTINGS			
						O&M-STD ALLOCATION-SUPPLIES			
						CHECK	3307	TOTAL:	817.94
				NUMBER OF CHECKS	75	*** CASH ACCOUNT TOTAL ***			
						COUNT	AMOUNT		
				TOTAL EFT'S		75	420,103.69		
						*** GRAND TOTAL ***			

CLERK: jkines

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC			
APP 301-130000		01/24/2024	01/21/24		011824			DUE TO/FROM CLEARING			74,600.32
		01/24/2024	01/21/24		011824						
								SYSTEM GENERATED ENTRIES TOTAL		406,716.91	406,716.91
								JOURNAL 2024/01/218 TOTAL		826,820.60	826,820.60

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2024 1	218	01/24/2024	GENERAL - DUE TO/FROM CLEARING		144,110.57
001-130000				GENERAL - ACCOUNTS PAYABLE	144,110.57	
001-213000				FUND TOTAL	144,110.57	144,110.57
101 STREET FUND	2024 1	218	01/24/2024	STREETS - DUE TO/FROM CLEARING		19,069.30
101-130000				STREETS - ACCOUNTS PAYABLE	19,069.30	
101-213000				FUND TOTAL	19,069.30	19,069.30
104 CIVIC IMPROVEMENT FUND	2024 1	218	01/24/2024	CIVIC IMPR DUE TO/FROM CLEAR'G		5,616.60
104-130000				CIVIC IMPR - ACCOUNTS PAYABLE	5,616.60	
104-213000				FUND TOTAL	5,616.60	5,616.60
108 AFFORDABLE HOUSING FUND	2024 1	218	01/24/2024	AFFORD HSG DUE TO/FROM CLEAR'G		1,212.29
108-130000				AFFORD HSG - ACCOUNTS PAYABLE	1,212.29	
108-213000				FUND TOTAL	1,212.29	1,212.29
171 TRANSP BEN FUND	2024 1	218	01/24/2024	TBF-DUE TO/FROM CLEARING		26.00
171-130000				TBF-A/P	26.00	
171-213000				FUND TOTAL	26.00	26.00
301 CAPITAL CONSTRUCTION FUND	2024 1	218	01/24/2024	DUE TO/FROM CLEARING		74,600.32
301-130000				ACCOUNTS PAYABLE	74,600.32	
301-213000				FUND TOTAL	74,600.32	74,600.32
401 WATER OPERATING FUND	2024 1	218	01/24/2024	DUE TO/FROM CLEARING		51,380.10
401-130000				ACCOUNTS PAYABLE	51,380.10	
401-213000				FUND TOTAL	51,380.10	51,380.10
402 SEWER OPERATING FUND	2024 1	218	01/24/2024	DUE TO/FROM CLEARING		80,209.79
402-130000				ACCOUNTS PAYABLE	80,209.79	
402-213000				FUND TOTAL	80,209.79	80,209.79
403 STORM & SURFACE WATER FUND	2024 1	218	01/24/2024			

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	403-130000					DUE TO/FROM CLEARING		20,910.21
	403-213000					ACCOUNTS PAYABLE	20,910.21	
						FUND TOTAL	20,910.21	20,910.21
407	BUILDING & DEVELOPMENT FUND	2024	1	218	01/24/2024			
	407-130000					DUE TO/FROM CLEARING		9,581.73
	407-213000					ACCOUNTS PAYABLE	9,581.73	
						FUND TOTAL	9,581.73	9,581.73
631	CLEARING FUND	2024	1	218	01/24/2024			
	631-130000					DUE TO/FROM CLEARING	406,716.91	
	631-213000					ACCOUNTS PAYABLE	13,386.78	
	635-111100					CASH		420,103.69
						FUND TOTAL	420,103.69	420,103.69

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		144,110.57
101	STREET FUND		19,069.30
104	CIVIC IMPROVEMENT FUND		5,616.60
108	AFFORDABLE HOUSING FUND		1,212.29
171	TRANSP BEN FUND		26.00
301	CAPITAL CONSTRUCTION FUND		74,600.32
401	WATER OPERATING FUND		51,380.10
402	SEWER OPERATING FUND		80,209.79
403	STORM & SURFACE WATER FUND		20,910.21
407	BUILDING & DEVELOPMENT FUND		9,581.73
631	CLEARING FUND		
TOTAL		406,716.91	406,716.91

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

CITY OF BAINBRIDGE ISLAND

VOID 1/9/24 JK



A/P CASH DISBURSEMENTS JOURNAL

JK

Rob R. Shaw

1/9/2024

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC									
359797	02/15/2023	VOID	10164	CROY, MARY	260828	106370	01/23/2023		-113.06
	Invoice: 106370				-113.06	411	122100	UB 11832 641 JANELLE PLACE NW WATER ACCOUNTS RECEIVABLE	
							CHECK	359797 TOTAL:	-113.06
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		-113.06
					TOTAL VOIDED CHECKS		COUNT	AMOUNT	
							1	113.06	

*** GRAND TOTAL *** -113.06

Check was found by the recipient after it had been stale dated. Check is being voided and reissued to the vendor. The check was returned to City Hall and asked to be reissued.

A/P CASH DISBURSEMENTS JOURNAL

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
2024	1	97											
APP	401-213000				01/09/2024	359797	VOID			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			113.06
APP	635-111100				01/09/2024	359797	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		113.06	
GENERAL LEDGER TOTAL												113.06	113.06
APP	631-130000				01/09/2024	02/12/23	VOID			DUE TO/FROM CLEARING			113.06
APP	401-130000				01/09/2024	02/12/23	VOID			DUE TO/FROM CLEARING		113.06	
SYSTEM GENERATED ENTRIES TOTAL												113.06	113.06
JOURNAL 2024/01/97 TOTAL												226.12	226.12

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
401 WATER OPERATING FUND	2024	1	97	01/09/2024			
401-130000					DUE TO/FROM CLEARING	113.06	
401-213000					ACCOUNTS PAYABLE		113.06
					FUND TOTAL	113.06	113.06
631 CLEARING FUND	2024	1	97	01/09/2024			
631-130000					DUE TO/FROM CLEARING		113.06
635-111100					CASH	113.06	
					FUND TOTAL	113.06	113.06

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
401	WATER OPERATING FUND		113.06
631	CLEARING FUND	113.06	
TOTAL		113.06	113.06

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

CITY OF BAINBRIDGE ISLAND

MANUAL 1/4/24 JK



JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635		111100		CASH													
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET								
INVOICE DTL DESC																	
361002	01/04/2024	PRTD	6420 AT&T MOBILITY	268224	287287004732X121923	12/11/2023		M010424	3,513.09								
Invoice: 287287004732X121923				2,864.17	91011215 542100	POL,EOC/WIRELESS CHARGES											
				108.92	31011256 542100	GG-C/E-PD-PHONE											
				540.00	91011215 548500	EX-GF-EMERG PREP-PHONE											
						GG-C/E-PD-SOFTWARE MAINT											
								CHECK	361002 TOTAL:								
									3,513.09								
361003	01/04/2024	PRTD	551 CENTURYLINK	268225	0399DEC23	12/23/2023		M010424	4,203.30								
Invoice: 0399DEC23				1,634.33	91425358 542100	CITY WIDE TELEMTRY & FAX SERVICE											
				1,900.54	91411891 542100	GG-WWTP-TELEPHONE/FAX											
				86.00	91011755 542100	GG-WTR-FAC-PHONE											
				175.46	91011189 542100	GG-C/E-COMMONS-PHONE											
				251.39	91011897 542100	GG-C/E-CITY HALL-PHONE											
				83.65	91011255 542100	GG-C/E-O&M YARD FAC-PHONE											
				71.93	91011215 542100	GG-C/E-COURT BLDG-PHONE											
						GG-C/E-PD-PHONE											
Invoice: 6124DEC23				268226	6124DEC23	12/16/2023		M010424	58.43								
				58.43	91411891 542100	WEAVER PRV WATER TELEM											
						GG-WTR-FAC-PHONE											
								CHECK	361003 TOTAL:								
									4,261.73								
361004	01/04/2024	PRTD	7451 GOOD TO GO!	268191	86255032	12/13/2023		M010424	11.50								
Invoice: 86255032				11.50	72431831 443410	ENG/TRAVEL ASSOCIATED MITIGATION TRAINING											
						ENG - SSWM ADM TRAINING											
								CHECK	361004 TOTAL:								
									11.50								
361005	01/04/2024	PRTD	757 WA DEPT OF RETIREMEN	268193	12/29/2023	12/29/2023		M010424	335.43								
Invoice: 12/29/2023				335.43	91011217 789000	INTEREST LATE PAYMENT PERS2 & PERS3											
						INT EXP-EMPLOYEE BEN PRGMS											
								CHECK	361005 TOTAL:								
									335.43								
361006	01/04/2024	PRTD	5271 WASHINGTON WATER SER	268227	4815979187-DEC23	12/20/2023		M010424	161.38								
Invoice: 4815979187-DEC23				161.38	91435838 547500	DECANT FACILITY WATER											
						GG-DECANT-WATER/SEWER											
								CHECK	361006 TOTAL:								
									161.38								

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 8,283.13

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	8,283.13

*** GRAND TOTAL *** 8,283.13

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
															LINE	DESC				
2024	1	62																		
APP	001-213000																			
		01/04/2024	M010424							010424						GENERAL - ACCOUNTS PAYABLE			4,516.95	
																AP CASH DISBURSEMENTS JOURNAL				
APP	635-111100															CASH				8,283.13
		01/04/2024	M010424							010424						AP CASH DISBURSEMENTS JOURNAL				
APP	402-213000															ACCOUNTS PAYABLE			1,634.33	
		01/04/2024	M010424							010424						AP CASH DISBURSEMENTS JOURNAL				
APP	401-213000															ACCOUNTS PAYABLE			1,958.97	
		01/04/2024	M010424							010424						AP CASH DISBURSEMENTS JOURNAL				
APP	403-213000															ACCOUNTS PAYABLE			172.88	
		01/04/2024	M010424							010424						AP CASH DISBURSEMENTS JOURNAL				
																GENERAL LEDGER TOTAL			8,283.13	8,283.13
APP	631-130000															DUE TO/FROM CLEARING			8,283.13	
		01/04/2024	M010424							010424										
APP	001-130000															GENERAL - DUE TO/FROM CLEARING				4,516.95
		01/04/2024	M010424							010424										
APP	402-130000															DUE TO/FROM CLEARING				1,634.33
		01/04/2024	M010424							010424										
APP	401-130000															DUE TO/FROM CLEARING				1,958.97
		01/04/2024	M010424							010424										
APP	403-130000															DUE TO/FROM CLEARING				172.88
		01/04/2024	M010424							010424										
																SYSTEM GENERATED ENTRIES TOTAL			8,283.13	8,283.13
																JOURNAL 2024/01/62	TOTAL		16,566.26	16,566.26

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2024 1	62	01/04/2024	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	4,516.95	4,516.95
				FUND TOTAL	4,516.95	4,516.95
401 WATER OPERATING FUND 401-130000 401-213000	2024 1	62	01/04/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,958.97	1,958.97
				FUND TOTAL	1,958.97	1,958.97
402 SEWER OPERATING FUND 402-130000 402-213000	2024 1	62	01/04/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,634.33	1,634.33
				FUND TOTAL	1,634.33	1,634.33
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2024 1	62	01/04/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	172.88	172.88
				FUND TOTAL	172.88	172.88
631 CLEARING FUND 631-130000 635-111100	2024 1	62	01/04/2024	DUE TO/FROM CLEARING CASH	8,283.13	8,283.13
				FUND TOTAL	8,283.13	8,283.13

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		4,516.95
401	WATER OPERATING FUND		1,958.97
402	SEWER OPERATING FUND		1,634.33
403	STORM & SURFACE WATER FUND		172.88
631	CLEARING FUND		
		8,283.13	
TOTAL		8,283.13	8,283.13

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

CITY OF BAINBRIDGE ISLAND

MANUAL 1/11/24 JK



A/P CASH DISBURSEMENTS JOURNAL

JK

CASH ACCOUNT: 635		111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
361007	01/11/2024	PRTD	1235 AT&T ONENET SERVICE	268640	1278385099	01/01/2024		M011124	15.31	
	Invoice: 1278385099					POL/FAX LONG DISTANCE				
				15.31	91011215 542100	GG-C/E-PD-PHONE				
				268642	1278393067	01/01/2024		M011124	.74	
	Invoice: 1278393067					PCD/FAX LONG DISTANCE				
				.74	91011189 542100	GG-C/E-CITY HALL-PHONE				
						CHECK	361007	TOTAL:	16.05	
361008	01/11/2024	PRTD	10221 BOMBARDIER, MICHELE	268477	01/04/2024	01/04/2024		M011124	2,500.00	
	Invoice: 01/04/2024					EX/POET LAUREATE 1ST YEAR PAYMENT 2/2				
				2,500.00	31011131 541100	EX-GF-PROF SERVICES				
						CHECK	361008	TOTAL:	2,500.00	
361009	01/11/2024	PRTD	634 CITY OF BAINBRIDGE I	268437	PLN52543-2	12/18/2023		M011124	1,940.00	
	Invoice: PLN52543-2					ENG/SSDE PERMIT YEOMALT DRAINAGE IMPROVEMENTS				
				1,940.00	72433438 64980000663	YEOMALT RECONSTR-PERMITS				
						CHECK	361009	TOTAL:	1,940.00	
361010	01/11/2024	PRTD	1205 PUGET SOUND ENERGY	268604	8906DEC23	01/02/2024		M011124	18.04	
	Invoice: 8906DEC23					EAGLE HARBOR DR STREET LIGHT				
				18.04	91111263 547100	GG-STRT-STREET LIGHTING-UTIL				
				268605	9047DEC23	01/04/2024		M011124	48,074.69	
	Invoice: 9047DEC23					CITYWIDE ENERGY SERVICES				
				1,831.17	71311942 64710000724	PD/COURT BLDG-ELECTRIC				
				22.64	73416345 547100	CASEY STREET WTR-ELECTRICITY				
				11,729.04	91011189 547100	GG-C/E-CITY HALL-ELECTRIC				
				882.70	91011215 547100	GG-C/E-PD-ELECTRIC				
				316.75	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC				
				71.37	91011557 547100	FARMS-ELECTRIC				
				824.33	91011755 547100	GG-C/E-COMMONS-ELECTRIC				
				701.44	91011768 547100	GG-C/E-PARKS-ELECTRIC				
				2,985.48	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC				
				13.09	91021182 547100	GG-OS-PROP MNGT-ELECTRIC				
				5,439.62	91111263 547100	GG-STRT-STREET LIGHTING-UTIL				
				109.92	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY				
				9,958.26	91411345 547100	GG-WTR-ELECTRIC				
				238.43	91415345 547100	GG-ROCKAWAY BCH-UTILITIES				
				3,087.41	91421355 547100	GG-SWR-ELECTRIC				
				9,800.14	91425358 547100	GG-WWTP-ELECTRIC				
				62.90	91435838 547100	GG-DECANT-ELECTRIC				
				268606	9047DEC23-2	01/05/2024		M011124	402.22	
	Invoice: 9047DEC23-2					SR 305 & WINSLOW WAY				
				402.22	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY				

CITY OF BAINBRIDGE ISLAND



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

CHECK RUN

NET

INVOICE DTL DESC

CHECK 361010 TOTAL: 48,494.95

361011 01/11/2024 PRD
Invoice: 01592039

757 WA DEPT OF RETIREMEN 268675 01592039

01/01/2024

M011124

17,306.90

PW/RETIREMENT CONTRIBUTIONS
O&M - C/E FACIL BENEFITS
O&M-STREET-MAINT O/H-BENEFITS
BENEFITS
WIN COLL-BENEFITS
BENEFITS

4,326.73 73011189 520000
2,596.03 73111290 520000
4,326.73 73411345 520000
3,461.37 73421355 520000
2,596.04 73431835 520000

CHECK 361011 TOTAL: 17,306.90

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 70,257.90

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	70,257.90

*** GRAND TOTAL *** 70,257.90

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR	PER	JNL	SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF	1	REF	2	REF	3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
															LINE	DESC				
2024	1	126																		
APP	001-213000															GENERAL - ACCOUNTS PAYABLE			24,366.98	
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
APP	635-111100															CASH				70,257.90
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
APP	403-213000															ACCOUNTS PAYABLE			4,598.94	
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
APP	101-213000															STREETS - ACCOUNTS PAYABLE			8,565.83	
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
APP	301-213000															ACCOUNTS PAYABLE			1,831.17	
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
APP	401-213000															ACCOUNTS PAYABLE			14,546.06	
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
APP	402-213000															ACCOUNTS PAYABLE			16,348.92	
		01/11/2024	M011124						011124							AP CASH DISBURSEMENTS JOURNAL				
																GENERAL LEDGER TOTAL			70,257.90	70,257.90
APP	631-130000															DUE TO/FROM CLEARING			70,257.90	
		01/11/2024	M011124						011124											
APP	001-130000															GENERAL - DUE TO/FROM CLEARING				24,366.98
		01/11/2024	M011124						011124											
APP	403-130000															DUE TO/FROM CLEARING				4,598.94
		01/11/2024	M011124						011124											
APP	101-130000															STREETS - DUE TO/FROM CLEARING				8,565.83
		01/11/2024	M011124						011124											
APP	301-130000															DUE TO/FROM CLEARING				1,831.17
		01/11/2024	M011124						011124											
APP	401-130000															DUE TO/FROM CLEARING				14,546.06
		01/11/2024	M011124						011124											
APP	402-130000															DUE TO/FROM CLEARING				16,348.92
		01/11/2024	M011124						011124											
																SYSTEM GENERATED ENTRIES TOTAL			70,257.90	70,257.90
																JOURNAL 2024/01/126 TOTAL			140,515.80	140,515.80

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2024 1	126	01/11/2024	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	24,366.98	24,366.98
				FUND TOTAL	24,366.98	24,366.98
101 STREET FUND 101-130000 101-213000	2024 1	126	01/11/2024	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	8,565.83	8,565.83
				FUND TOTAL	8,565.83	8,565.83
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2024 1	126	01/11/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,831.17	1,831.17
				FUND TOTAL	1,831.17	1,831.17
401 WATER OPERATING FUND 401-130000 401-213000	2024 1	126	01/11/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	14,546.06	14,546.06
				FUND TOTAL	14,546.06	14,546.06
402 SEWER OPERATING FUND 402-130000 402-213000	2024 1	126	01/11/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16,348.92	16,348.92
				FUND TOTAL	16,348.92	16,348.92
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2024 1	126	01/11/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,598.94	4,598.94
				FUND TOTAL	4,598.94	4,598.94
631 CLEARING FUND 631-130000 635-111100	2024 1	126	01/11/2024	DUE TO/FROM CLEARING CASH	70,257.90	70,257.90
				FUND TOTAL	70,257.90	70,257.90

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		24,366.98
101	STREET FUND		8,565.83
301	CAPITAL CONSTRUCTION FUND		1,831.17
401	WATER OPERATING FUND		14,546.06
402	SEWER OPERATING FUND		16,348.92
403	STORM & SURFACE WATER FUND		4,598.94
631	CLEARING FUND		
TOTAL		70,257.90	70,257.90

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

CITY OF BAINBRIDGE ISLAND

REGULAR 1/18/24 JK



JK

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

						INVOICE DTL DESC			
361012	01/24/2024	PRTD	1030	SUNBELT RENTALS	268878	149210396-0001	01/11/2024	01/21/24	245.13
Invoice: 149210396-0001						PW/DIESEL AIR COMPRESSOR RENTAL			
						RENTS & LEASES - OPERATING			
						CHECK		361012 TOTAL:	245.13
361013	01/24/2024	PRTD	10369	LUCAS CALVIN DEMICK	268691	1968	05/15/2023	01/21/24	289.60
Invoice: 1968						PW/PUMPED E1 LIFT STATION TANK .38 GALLONS			
						GRINDER PUMP MAINT CONTRACT			
						CHECK		361013 TOTAL:	289.60
361014	01/24/2024	PRTD	7994	PENINSULA SERVICES	268588	107493	12/31/2023	01/21/24	80.00
Invoice: 107493						POL/MOBILE SHREDDING			
						PD-C/E-ADM-PROF SVCS			
						CHECK		361014 TOTAL:	160.00
Invoice: 107492									
361015	01/24/2024	PRTD	9146	ARCHIVESOCIAL, INC	268767	290207	03/01/2024	01/21/24	4,573.30
Invoice: 290207						IT/SOCIAL MEDIA ARCHIVING ANNUAL FEE			
						IT - C/E COMPUTER SUPPORT			
						CHECK		361015 TOTAL:	4,573.30
361016	01/24/2024	PRTD	762	ASSOCIATION OF WASHI	268438	121994	01/01/2024	01/21/24	13,140.87
Invoice: 121994						2024 AWC WORKERS COMP RETRO PROGRAM MEMBERSHIP			
						GG-C/E-WORKERS COMP SVC-ADMIN			
						GG-STRT-WORKERS COMP SVC-ADMIN			
						GG-WTR-WORKERS COMP SVC-ADMIN			
						GG-SWR-WORKERS COMP SVC-ADMIN			
						GG-SSWM-WORKERS COMP SVC-ADMIN			
						GG-DEV-WORKERS COMP SVC-ADMIN			
						GG-BLDG-WORKERS COMP SVC-ADMIN			
						CHECK		361016 TOTAL:	13,140.87
361017	01/24/2024	PRTD	47	BAINBRIDGE DISPOSAL	268455	BBD INV19883	01/03/2024	01/21/24	966.98
Invoice: BBD INV19883						CITYWIDE DISPOSAL SERVICES			
						GG-C/E-PD-GARBAGE			
						GG-C/E-PARKS-GARBAGE			
						GG-WWTP-GARBAGE (NOT BIOSOLIDS)			
						GG-C/E-O&M YARD FAC-GARBAGE			
						GG-STREET-ROADSIDE-GARBAGE			

CITY OF BAINBRIDGE ISLAND

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: BBD INV19895				268456	BBD INV19895	01/03/2024		01/21/24	383.48
				383.48	91011189 547900	CITY HALL DISPOSAL SERVICES DEC23 GG-C/E-CITY HALL-GARBAGE			
Invoice: BBD INV19967				268457	BBD INV19967	01/03/2024		01/21/24	171.81
				171.81	91011755 547900	SENIOR CENTER-COMMONS DISPOSAL SVCS GG-C/E-COMMONS-GARBAGE			
Invoice: BBD INV19975				268458	BBD INV19975	01/03/2024		01/21/24	344.40
				344.40	91011189 547903	BIG BELLY DISP SERVICES DEC23 BIG BELLY SOLAR GARBAGE CANS			
Invoice: BTS INV1025				268459	BTS INV1025	12/20/2023		01/21/24	68.01
				68.01	91011755 547900	COMMONS WASTE GG-C/E-COMMONS-GARBAGE			
CHECK 361017 TOTAL:									1,934.68
361018 01/24/2024 PRTD Invoice: 55221	7242 BELFAIR HOSE & HYDRA			268470	55221	12/28/2023		01/21/24	411.11
			411.11	73637959 53110001109	PW/FLOW CONTROL VALVE WITH BYPASS EXCAVATOR ALLOCATION-SUPPLIES				
CHECK 361018 TOTAL:									411.11
361019 01/24/2024 PRTD Invoice: 01/05/2024	9337 BAINBRIDGE ISLAND MO			268646	01/05/2024	01/05/2024		01/21/24	150.00
			150.00	41625860 586000	SENIOR CENTER DEPOSIT REFUND SC/COMMONS ROOM DEP-DISBURSEME				
CHECK 361019 TOTAL:									150.00
361020 01/24/2024 PRTD Invoice: POL-2023-12	460 PETTY CASH			268590	POL-2023-12	12/31/2023		01/21/24	23.50
			19.50	51011211 539100	POL/PETTY CASH PD ADM-NON TRAVEL FOOD/SNACK				
			4.00	01136 369810	CASHIER'S OVERAGES & SHORTAGES				
CHECK 361020 TOTAL:									23.50
361021 01/24/2024 PRTD Invoice: 26000001	103 CITY OF BAINBRIDGE I			268764	26000001	01/11/2024		01/21/24	563.13
			30.24	73111290 547500	PW/WATER SALES WEAVER, SANDS WELLS				
			38.04	73415345 547500	O&M-STREET-ADM OH-CITY WTR/SWR				
			112.75	73421355 547500	ROCKAWAY MNTC-CITY WTR/SWR				
			35.44	73426355 547500	O&M-SWR-CITY WATER/SEWER BILL				
			346.66	73431835 547500	O&M-SIS-CITY WATER/SEWER BILLS O&M-SSWM MAINT-CITY WTR/SWR				

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

						CHECK	361021 TOTAL:	563.13
361022	01/24/2024	PRTD	6920 COMCAST	268648	JAN24	12/20/2023	01/21/24	11.37
	Invoice: JAN24			11.37	51011211 545000	POL/HD CONVERTER BOX		
						PD-C/E-ADMIN RENTS/LEASE		
						CHECK	361022 TOTAL:	11.37
361023	01/24/2024	PRTD	8564 WILLIAM E COOPER	268473	JUL-DEC 2023	12/31/2023	01/21/24	867.60
	Invoice: JUL-DEC 2023			867.60	91029720 521500	LEOFF 1 REIMBURSEMENT JUL-DEC 2023		
						POLICE - INS ADD MEDICAL COSTS		
						CHECK	361023 TOTAL:	867.60
361024	01/24/2024	PRTD	4950 CORRECT EQUIPMENT IN	268728	50711	01/08/2024	01/21/24	409.50
	Invoice: 50711			409.50	73426355 54810000562	PW/PANEL ALARM 5342 ROCKAWAY BEACH RD NE		
						GRINDER PUMP MAINT CONTRACT		
	Invoice: 50706			268736	50706	01/08/2024	01/21/24	409.50
				409.50	73426355 54810000562	PW/PUMP REPAIR 3910 POINT WHITE DR NE		
						GRINDER PUMP MAINT CONTRACT		
						CHECK	361024 TOTAL:	819.00
361025	01/24/2024	PRTD	10164 CROY, MARY	260828	106370	01/23/2023	01/21/24	113.06
	Invoice: 106370			113.06	411 122100	UB 11832 641 JANELLE PLACE NW		
						WATER ACCOUNTS RECEIVABLE		
						CHECK	361025 TOTAL:	113.06
361026	01/24/2024	PRTD	152 DAILY JOURNAL OF COM	268519	3395336	01/02/2024	01/21/24	104.40
	Invoice: 3395336			104.40	61011581 544000	PCD/HEARING EXAM SVCS JA		
						PCD - C/E ADMIN ADVERTISING		
						CHECK	361026 TOTAL:	104.40
361027	01/24/2024	PRTD	10186 FIFTH ASSET INC	268649	DB2004034	01/04/2024	01/21/24	8,736.00
	Invoice: DB2004034			8,736.00	81011881 548500	FIN/LEASE & SBITA MANAGEMENT 2024		
						IT - C/E COMPUTER SUPPORT		
						CHECK	361027 TOTAL:	8,736.00
361028	01/24/2024	PRTD	10430 ELLERBUSCH, JASMINE	268550	BLD27968	01/03/2024	01/21/24	165.00
	Invoice: BLD27968			165.00	47148 322100	PERMIT BLD27968 REFUND FEE		
						BUILDINGS, STRUCT. & EQ		

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

						CHECK	361028	TOTAL:	165.00
361029	01/24/2024	PRTD	4174	ENVIRO-CLEAN EQUIPME	268551 23-61869	12/18/2023		01/21/24	2,098.66
	Invoice: 23-61869				2,098.66 73637945 531100	PW/BEARING FOR GUIDE WHEEL, CIRCLIP			
						O&M ALLOC-SWEEPER-SUPPLIES			
						CHECK	361029	TOTAL:	2,098.66
361030	01/24/2024	PRTD	229	GC SYSTEMS INC	268554 5962	11/14/2023		01/21/24	5,445.80
	Invoice: 5962				5,445.80 73411345 548100	PW/REBUILD 8" 631-AV, 3" 50-01 PARTS & LABOR			
						REPAIRS & MAINTENANCE			
						CHECK	361030	TOTAL:	5,445.80
361031	01/24/2024	PRTD	6765	GILCHRIST CHEVROLET	268654 53974	01/05/2024		01/21/24	167.09
	Invoice: 53974				167.09 73411345 531100	PW/BUCKLE KIT			
						OFFICE SUPPLIES			
						CHECK	361031	TOTAL:	167.09
361032	01/24/2024	PRTD	4796	GLOBAL EQUIPMENT COM	268792 121154450	10/27/2023	20230040	01/21/24	7,838.88
	Invoice: 121154450				7,838.88 72311942 63110000724	ENG/EVIDENCE FRIG & FREEZER - P/C MUNICIPAL BLDG			
						PD/COURT BLDG-SUPPLIES			
						CHECK	361032	TOTAL:	7,838.88
361033	01/24/2024	PRTD	4850	HOME DEPOT CREDIT SE	268613 514428	12/08/2023		01/21/24	65.43
	Invoice: 514428				65.43 73011768 531100	PW/HD STRAP J-HOOK, RAT STRAP			
						O&M-C/E-PARKS-SUPPLIES			
						CHECK	361033	TOTAL:	65.43
361034	01/24/2024	PRTD	4199	IAPE	268656 M24-32325	01/02/2024		01/21/24	65.00
	Invoice: M24-32325				65.00 51011191 549100	POL/ANNUAL DUES/COOPER			
						PD-C/E-PROP RM-DUES/MEMBERSHIP			
					268657 M24-35572	01/02/2024		01/21/24	65.00
	Invoice: M24-35572				65.00 51011211 549100	POL/ANNUAL DUES/BURNS			
						PD-C/E-ADM-DUES/SUBCR/MEMBRSHIP			
						CHECK	361034	TOTAL:	130.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635			111100		CASH															
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET											
INVOICE DTL DESC																				
361035	01/24/2024	PRTD	863 INTERSTATE BATTERIES	268615	22078747	01/04/2024		01/21/24	164.84											
Invoice: 22078747						POL/MTP-65HD BATTERY														
				164.84	53011212 531100	PD-C/E-PATROL SUPPLIES														
						CHECK	361035	TOTAL:	164.84											
361036	01/24/2024	PRTD	1505 KITSAP COUNTY TREASU	268624	DEC23	01/09/2024		01/21/24	47.48											
Invoice: DEC23						OUT COURT REMIT DECEMBER 2023														
				47.48	41612860 586000	CRIME VICTIMS-OUT														
						CHECK	361036	TOTAL:	47.48											
361037	01/24/2024	PRTD	4168 KITSAP COUNTY SHERIF	268591	2023-2	12/31/2023		01/21/24	349.58											
Invoice: 2023-2						POL/EVOC TRAINING X5														
				349.58	53011212 443410	POLICE - C/E PATROL TRAINING														
						CHECK	361037	TOTAL:	349.58											
361038	01/24/2024	PRTD	2421 KITSAP PUBLIC HEALTH	268659	2024 PUBLIC HEALTH	01/09/2024		01/21/24	80,517.00											
Invoice: 2024 PUBLIC HEALTH						2024 PUB HEALTH & RGC MORTGAGE														
				80,517.00	91011627 551000	EXEC-C/E-HEALTH ED-I/G SVCS														
						CHECK	361038	TOTAL:	80,517.00											
361039	01/24/2024	PRTD	308 KITSAP REGIONAL COOR	268676	01/04/2024	01/04/2024		01/21/24	33,092.00											
Invoice: 01/04/2024						2024 MEMBERSHIP DUES														
				33,092.00	91011199 549100	EXEC - C/E GEN'L GOV'T DUES														
						CHECK	361039	TOTAL:	33,092.00											
361040	01/24/2024	PRTD	4224 L.E.I.R.A.	268664	3197	01/01/2024		01/21/24	50.00											
Invoice: 3197						POL/ANNUAL DUES/BURNS														
				50.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSH														
				268665	3198	01/01/2024		01/21/24	50.00											
Invoice: 3198						POL/ANNUAL DUES/EISENHOD														
				50.00	51011120 549100	PD-CLERKS-DUES/MEMBERSHIPS														
				268666	3199	01/01/2024		01/21/24	50.00											
Invoice: 3199						POL/ANNUAL DUES/COOPER														
				50.00	51011191 549100	PD-C/E-PROP RM-DUES/MEMBERSHIP														
				268667	3239	01/01/2024		01/21/24	50.00											
Invoice: 3239						POL/ANNUAL DUES/HETZLER														
				50.00	51011120 549100	PD-CLERKS-DUES/MEMBERSHIPS														

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC									
						CHECK	361040	TOTAL:	200.00
361041	01/24/2024	PRTD	8643 ON-TARGET SOLUTIONS	268595	4154				
	Invoice: 4154								
				675.00	53011212 443410				
							12/29/2023	01/21/24	675.00
							POL/MGMT OF INVEST/CK, JF		
							POLICE - C/E PATROL TRAINING		
						CHECK	361041	TOTAL:	675.00
361042	01/24/2024	PRTD	8286 SUPERINTENDENT OF P	268596	18439				
	Invoice: 18439								
				50.00	41654861 586110				
							12/27/2023	01/21/24	50.00
							POL/FINGERPRINTING		
							FINGERPRINT OUT-GOES TO SPI		
						CHECK	361042	TOTAL:	50.00
361043	01/24/2024	PRTD	10432 REGAN, TERRENCE & SH	268738	LIC FEE REBATE	2024	01/09/2024	01/21/24	10.00
	Invoice: LIC FEE REBATE 2024								
				10.00	17131 317600				
							TRANSP BENEFIT DIST REBATE		
							TBF-VEHICLE FEES		
						CHECK	361043	TOTAL:	10.00
361044	01/24/2024	PRTD	8035 SHINE QUARRY, LLC	268620	4611				
	Invoice: 4611								
				388.67	73431835 531100				
							12/08/2023	01/21/24	388.67
							PW/2"-4" CLEAN 23.75 TONS		
							OFFICE SUPPLIES		
	Invoice: 4649			268621	4649				
				397.34	73431835 531100				
							12/12/2023	01/21/24	397.34
							PW/2"-4" CLEAN 24.28 TONS		
							OFFICE SUPPLIES		
	Invoice: 4775			268622	4775				
				680.31	73638932 531100				
							12/20/2023	01/21/24	680.31
							PW/1 1/2" CLEAN 36.68 TONS		
							2019 WALTON FLATBED TRAILER		
	Invoice: 4795			268623	4795				
				2,209.34	73638935 531100				
							12/21/2023	01/21/24	2,209.34
							PW/ 1 1/2" CLEAN, 3/4" MINUS 139.58 TONS		
							O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 4819			268625	4819				
				968.72	73638932 531100				
							12/22/2023	01/21/24	968.72
							PW/ 1 1/2" CLEAN 52.23 TONS		
							2019 WALTON FLATBED TRAILER		
	Invoice: 4834			268626	4834				
				1,171.85	73638932 531100				
							12/27/2023	01/21/24	1,171.85
							PW/ 3/4" CLEAN, 1 1/4" MINUS 64.84 TONS		
							2019 WALTON FLATBED TRAILER		
	Invoice: 4850			268627	4850				
				1,211.23	73111423 531100				
							12/28/2023	01/21/24	1,211.23
							PW/ 1 1/4" MINUS 79.30 TONS		
							OFFICE SUPPLIES		

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

		VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
		INVOICE DTL DESC					
Invoice: 4887		268674	4887	01/02/2024		01/21/24	196.54
		196.54	73431835 531100	PW/2"-4" CLEAN 12.01 TONS OFFICE SUPPLIES			
Invoice: 4903		268677	4903	01/03/2024		01/21/24	200.14
		200.14	73431835 531100	PW/2"-4" CLEAN 12.23 TONS OFFICE SUPPLIES			
Invoice: 4939		268679	4939	01/05/2024		01/21/24	557.80
		557.80	73638935 531100	PW/3/4" CLEAN 24.94 TONS O&M-STD ALLOCATION-SUPPLIES			
Invoice: 4996		268873	4996	01/10/2024		01/21/24	566.52
		566.52	73111423 531100	PW/3/4" CLEAN 25.33 TONS OFFICE SUPPLIES			
Invoice: 5016		268875	5016	01/11/2024		01/21/24	600.96
		600.96	73111423 531100	PW/3/4" CLEAN 26.857 TONS OFFICE SUPPLIES			
				CHECK	361044	TOTAL:	9,149.42
361045 01/24/2024 PRD	4689 SITESTAR.NET	268444	8027481	01/01/2024		01/21/24	6,165.00
Invoice: 8027481		6,165.00	81011881 542100	IT/WIDE AREA NETWORK INTERNET CONNECTION IT - C/E COMMUNICATION			
				CHECK	361045	TOTAL:	6,165.00
361046 01/24/2024 PRD	8129 SMARSH INC	268694	INV-143553	12/31/2023		01/21/24	80.76
Invoice: INV-143553		80.76	81011881 548500	IT/PROFESSIONAL ARCHIVING TEXT MESSAGES IT - C/E COMPUTER SUPPORT			
				CHECK	361046	TOTAL:	80.76
361047 01/24/2024 PRD	599 RANDY L RICHARDSON	268628	CEP3609496Q	12/11/2023		01/21/24	339.61
Invoice: CEP3609496Q		339.61	81011881 548500	IT/SOFTWARE UPDATES O&M TPSM5 SENSOR TOOL IT - C/E COMPUTER SUPPORT			
				CHECK	361047	TOTAL:	339.61
361048 01/24/2024 PRD	601 SOUND REPROGRAPHICS	268564	101540	12/20/2023		01/21/24	166.04
Invoice: 101540		166.04	72413434 63110000988	ENG/WINSLOW WATER TANK SIGNAGE NEW WATER TANKS-SUPPLIES			
				CHECK	361048	TOTAL:	166.04

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635			111100		CASH									
CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET				
INVOICE DTL DESC														
361049	01/24/2024	PRTD	2467	STAPLES	268631	8072778204	12/30/2023		01/21/24	60.14				
	Invoice: 8072778204				60.14	53011212 531100	POL/DATA STICK, MAGNIFIER PD-C/E-PATROL SUPPLIES							
					268793	8072764987	12/30/2023		01/21/24	62.47				
	Invoice: 8072764987				62.47	61011581 531100	PCD/PILOT G2 PENS, AA BATTERIES PCD - C/E ADMIN SUPPLIES							
							CHECK	361049	TOTAL:	122.61				
361050	01/24/2024	PRTD	10431	SUMMERS, DELIA	268578	BLD28010	01/03/2024		01/21/24	165.00				
	Invoice: BLD28010				165.00	47148 322100	PERMIT BLD28010 REFUND FEES BUILDINGS, STRUCT. & EQ							
							CHECK	361050	TOTAL:	165.00				
361051	01/24/2024	PRTD	8243	TILZ	268441	102-18041	01/02/2024		01/21/24	30.00				
	Invoice: 102-18041				30.00	73011768 547900	PW/YARD WASTE INVALID - USE 547100							
					268442	102-18081	01/02/2024		01/21/24	6.00				
	Invoice: 102-18081				6.00	73011768 547900	PW/YARD WASTE INVALID - USE 547100							
					268581	102-17922	12/28/2023		01/21/24	60.00				
	Invoice: 102-17922				60.00	73111427 547900	PW/WOOD WASTE O&M-STREETS-ROADSIDE-GARBAGE							
					268680	102-18103	01/03/2024		01/21/24	12.00				
	Invoice: 102-18103				12.00	91011768 547900	YARD WASTE GG-C/E-PARKS-GARBAGE							
							CHECK	361051	TOTAL:	108.00				
361052	01/24/2024	PRTD	10434	TOWN & COUNTRY POST	268682	BLD27304	01/10/2024		01/21/24	1,187.53				
	Invoice: BLD27304				6.50	65238 386000	PERMIT BLD27304 REFUND FEES SBCC - SBCC FEE							
					1,181.03	47148 322100	BUILDINGS, STRUCT. & EQ							
							CHECK	361052	TOTAL:	1,187.53				
361053	01/24/2024	PRTD	2190	UNITED PARCEL SERVIC	268599	000028Y3Y1513	12/23/2023		01/21/24	10.52				
	Invoice: 000028Y3Y1513				10.52	91011215 542500	POL/SHIPPING GG-C/E-PD-POSTAGE							

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC									
						CHECK	361053 TOTAL:		10.52
361054	01/24/2024	PRTD	952 WASHINGTON STATE PAT	268601	I2403736	01/02/2024	01/21/24		92.75
	Invoice: I2403736					FIN/BACKGROUND CHECKS			
				92.75	41654861 586100	CPL GUN PERMIT-FBI SHARE OUT			
						CHECK	361054 TOTAL:		92.75
361055	01/24/2024	PRTD	2251 WA ST TREASURER	268635	DEC23 SBCC	01/09/2024	01/21/24		316.50
	Invoice: DEC23 SBCC					OUT COURT REMIT SBCC DECEMBER 2023			
				316.50	41652860 586000	SBCC BLDG.-OUT			
	Invoice: DEC23					01/09/2024	01/21/24		3,593.98
				268636	DEC23	OUT COURT REMIT DECEMBER 2023			
				1,442.97	41611860 586000	PSEA 60% OUT			
				760.52	41610860 586000	PSEA 30% OUT			
				15.55	41619860 586000	PSEA 3 - STATE DISB OUT			
				243.56	41619860 586886	ST GENERAL FUND 93-OUT			
				121.71	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				560.22	41614860 586000	JUDICIAL INFO SYST.-OUT			
				140.28	41617860 586000	SCHOOL SAFETY ZONE-OUT			
				121.84	41618860 586000	TRAUMA CARE-OUT			
				14.30	41618860 586000	TRAUMA CARE-OUT			
				3.57	41618860 586000	TRAUMA CARE-OUT			
				20.42	41618860 586000	TRAUMA CARE-OUT			
				142.20	41618860 586896	DOL TECH SUPPORT-OUT			
				6.84	41615860 586961	STATE CRIME LAB			
						CHECK	361055 TOTAL:		3,910.48
361056	01/24/2024	PRTD	9919 WATER MANAGEMENT LAB	268637	217204	12/23/2023	01/21/24		275.00
	Invoice: 217204					PW/TOTAL VOLATILE SOLIDS TESTING			
				275.00	73425358 541100	O&M-WWTP-PROF SVCS			
						CHECK	361056 TOTAL:		275.00
361057	01/24/2024	PRTD	10353 WESTERN FIRST AID &	268639	78275	12/29/2023	01/21/24		1,872.78
	Invoice: 78275					PW/AED HEARTSINE SAM 450P			
				1,872.78	73637891 531100	OFFICE SUPPLIES			
						CHECK	361057 TOTAL:		1,872.78

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 46 *** CASH ACCOUNT TOTAL *** 186,805.01

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	46	186,805.01

*** GRAND TOTAL *** 186,805.01

CLERK: jkines

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC			
		01/24/2024	01/21/24		011824						
APP 171-130000								TBF-DUE TO/FROM CLEARING			10.00
		01/24/2024	01/21/24		011824						
SYSTEM GENERATED ENTRIES TOTAL										176,834.44	176,834.44
JOURNAL 2024/01/217 TOTAL										363,639.45	363,639.45

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2024 1	217	01/24/2024	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE FUND TOTAL	145,904.75 145,904.75	145,904.75 145,904.75
101 STREET FUND 101-130000 101-213000	2024 1	217	01/24/2024	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE FUND TOTAL	3,919.65 3,919.65	3,919.65 3,919.65
171 TRANSP BEN FUND 171-130000 171-213000	2024 1	217	01/24/2024	TBF-DUE TO/FROM CLEARING TBF-A/P FUND TOTAL	10.00 10.00	10.00 10.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2024 1	217	01/24/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE FUND TOTAL	7,838.88 7,838.88	7,838.88 7,838.88
401 WATER OPERATING FUND 401-130000 401-213000	2024 1	217	01/24/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE FUND TOTAL	5,937.18 5,937.18	5,937.18 5,937.18
402 SEWER OPERATING FUND 402-130000 402-213000	2024 1	217	01/24/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE FUND TOTAL	2,302.87 2,302.87	2,302.87 2,302.87
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2024 1	217	01/24/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE FUND TOTAL	2,400.48 2,400.48	2,400.48 2,400.48
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2024 1	217	01/24/2024	DUE TO/FROM CLEARING ACCOUNTS PAYABLE FUND TOTAL	4,263.42 4,263.42	4,263.42 4,263.42
622 EXPENDABLE TRUST FUND	2024 1	217	01/24/2024			

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
622-130000					DUE TO/FROM CLEARING		150.00
622-213000					ACCOUNTS PAYABLE	150.00	
					FUND TOTAL	150.00	150.00
631 CLEARING FUND	2024	1	217	01/24/2024			
631-130000					DUE TO/FROM CLEARING	176,834.44	
631-213000					ACCOUNTS PAYABLE	9,970.57	
635-111100					CASH		186,805.01
					FUND TOTAL	186,805.01	186,805.01
650 AGENCY FUND	2024	1	217	01/24/2024			
650-130000					DUE TO/FROM CLEARING		4,107.21
650-213000					ACCOUNTS PAYABLE	4,107.21	
					FUND TOTAL	4,107.21	4,107.21

A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

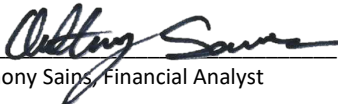
FUND		DUE TO	DUE FR
001	GENERAL FUND		145,904.75
101	STREET FUND		3,919.65
171	TRANSP BEN FUND		10.00
301	CAPITAL CONSTRUCTION FUND		7,838.88
401	WATER OPERATING FUND		5,937.18
402	SEWER OPERATING FUND		2,302.87
403	STORM & SURFACE WATER FUND		2,400.48
407	BUILDING & DEVELOPMENT FUND		4,263.42
622	EXPENDABLE TRUST FUND		150.00
631	CLEARING FUND	176,834.44	
650	AGENCY FUND		4,107.21
TOTAL		176,834.44	176,834.44

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

PAYROLL

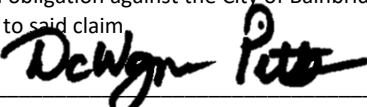
PAYROLL CHECK RUN: 1 -20 - 2024

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	1/20/2024	59671-59808	System Error	\$ -
Normal	1/20/2024	59809-59946	Regular check run (Direct Dep)	\$ 456,353.89
Vendor	1/20/2024	110350-110356	Vendor check run (Paper Checks)	\$ 139,521.76
EFTPS	1/20/2024		Federal Tax Electronic Transfer	\$ 176,690.11
EFT	1/20/2024		DSHS	\$ 147.08
			TOTAL:	\$ 772,712.84

Prepared and Reviewed by: 
Anthony Sains, Financial Analyst

Date 01/19/2024

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.


DeWayne Pitts, Finance Director

Date 01/19/2024



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

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.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[January 9, 2024 City Council Regular Business Meeting Minutes.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



**REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, JANUARY 9, 2024**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Councilmember Fantroy-Johnson called the meeting to order at 6:00 p.m. in Council Chambers and on the Zoom webinar.

Councilmembers Deets, Fantroy-Johnson, Hytopoulos, Mathews, Moriwaki, Quitslund, and Schneider were present.

Councilmember Fantroy-Johnson led the Pledge of Allegiance.

2) PRESENTATION(S)

2.A Provide Oath of Office for New and Returning Councilmembers
[Cover Page](#)

Interim Municipal Court Judge McKeeman provided the Oath of Office to Councilmembers Schneider, Hytopoulos, Fantroy-Johnson, and Mathews.

2.B Present Proclamation Recognizing Dr. Martin Luther King, Jr. Day on January 15, 2024
[Cover Page](#)
[MLK Day Bainbridge Island 2024.docx](#)

Councilmember Fantroy-Johnson read the proclamation. Darkeim Brown from Bainbridge Black accepted the proclamation.

3) APPOINT MAYOR AND DEPUTY MAYOR

3.A Appoint Mayor and Deputy Mayor
[Cover Page](#)
[Nomination of Mayor.docx](#)

Presiding Councilmember Fantroy-Johnson introduced the agenda item.

Councilmember Hytopoulos nominated herself for mayor.

Councilmember Quitslund nominated Councilmember Deets for mayor.

Councilmember Mathews nominated Councilmember Fantroy-Johnson for mayor.

Council then voted on each nomination in order. Councilmember Hytopoulos received 3 votes from Councilmembers Hytopoulos, Schneider, and Moriwaki. Councilmember Deets received 3 votes from Councilmembers Deets, Quitslund, and Mathews. Councilmember Fantroy-Johnson received 1 vote from Councilmember Fantroy-Johnson.

Council adjourned for a 5-minute recess at 6:29 p.m. and returned at 6:34 p.m.

Councilmember Quitslund nominated Councilmember Deets for mayor.
Councilmember Mathews nominated Councilmember Fantroy-Johnson for mayor.
Councilmember Schneider nominated Councilmember Hytopoulos for mayor.

Council then voted on each nomination in order. Councilmember Deets received 3 votes from Councilmembers Deets, Quitslund, and Mathews. Councilmember Fantroy-Johnson received 1 vote from Councilmember Fantroy-Johnson. Councilmember Hytopoulos received 3 votes from Councilmembers Hytopoulos, Schneider, and Moriwaki.

Council discussed next steps.

MOTION: I move that we suspend Robert's Rules of Order for this process and that we use the rank choice method to choose.

Deets/Hytopoulos: The motion carried unanimously, 7-0.

Ranked Choice Votes (first (3 points), second (2 points), third (1 point)):

Quitslund: Deets, Hytopoulos, Fantroy-Johnson

Schneider: Hytopoulos, Deets, Fantroy-Johnson

Moriwaki: Hytopoulos, Fantroy-Johnson, Deets

Deets: Deets, Fantroy-Johnson, Hytopoulos

Fantroy-Johnson: Fantroy-Johnson, Deets, Hytopoulos

Hytopoulos: Hytopoulos, Deets, Fantroy-Johnson

Mathews: Fantroy-Johnson, Deets, Hytopoulos

Totals:
Deets: 15
Hytopoulos: 14
Fantroy-Johnson: 13

MOTION: I make a motion that we assign Joe Deets for the position of Mayor for the City of Bainbridge Island for a term of 12 months.

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

Councilmember Fantroy-Johnson nominated Councilmember Hytopoulos for deputy mayor.
Mayor Deets nominated Councilmember Quitslund for deputy mayor. Councilmember Hytopoulos declined the nomination.

MOTION: I make a motion that Councilmember Quitslund becomes Deputy Mayor for six months.

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

4) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

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

5) PUBLIC COMMENT

5.A Instructions for Providing Public Comment

[Cover Page](#)

[Instructions for Providing Public Comment January 2024.pdf](#)

Ken Day expressed concerns with the bike lane in front of Green Light Garage.

Tom Wickerath spoke in support of Green Light Garage and expressed concerns with the bike lane.

Bob Russell spoke about public comment.

Robin Krutch expressed concerns with the Eagle Harbor/Wyatt Way Non-Motorized Transportation Project.

Rachel Reese expressed support for Councilmembers Fantroy-Johnson and Mathews.

6) CONSENT AGENDA

6.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.

6.B Approve Accounts Payable and Payroll

[Cover Page](#)

[Council PR Report 12-20-2023.pdf](#)

[AP Report to Council of Cash Disbursements 12-27-23.pdf](#)

[Council PR Report 1-5-2024.pdf](#)

[AP Report to Council of Cash Disbursements 1-10-24.pdf](#)

6.C Approve City Council Meeting Minutes

[Cover Page](#)

[City Council Study Session Minutes, December 5, 2023.pdf](#)

[Special City Council Meeting Minutes, Executive Session, December 12, 2023.pdf](#)

[Regular City Council Business Meeting Minutes, December 12, 2023.pdf](#)

7) COUNCIL ANNOUNCEMENTS

Council members provided updates on local and regional events and meetings.

8) CITY MANAGER'S REPORT

City Manager King noted the public reception following the meeting.

9) ADJOURNMENT

Mayor Deets adjourned the meeting at 7:21 p.m.

10) PUBLIC RECEPTION FOR COUNCIL

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Construction Contract with Gary Harper Construction, Inc., and Authorize a Related Budget Amendment for the Wastewater Treatment Plant Regulatory Air Gap Project (\$292,766.23, Sewer Fund) – Public Works

SUMMARY: City staff are requesting the City Council authorize the City Manager to award the Wastewater Treatment Plant Regulatory Air Gap Project construction contract to Gary Harper Construction, Inc. in the amount of \$292,766.23, from the City's Sewer Utility Fund, and approve a related budget amendment of \$145,000.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute a construction contract with Gary Harper Construction, Inc. in the amount of \$292,766.23 from the Sewer Fund for the Wastewater Treatment Plant Regulatory Air Gap Project and authorize a related budget amendment of \$145,000 to support the balance of the construction cost, project management, permits and contingency.

COMMUNITY ENGAGEMENT AND OUTREACH: None planned.

FISCAL IMPACT:

Amount:	\$292,766.23
Ongoing Cost:	N/A
One-Time Cost:	\$292,766.23
Included in Current Budget?	No

BACKGROUND: The Wastewater Treatment Plant Regulatory Air Gap Project will replace the aging backflow protection device for the potable water connection within the wastewater treatment plant. An in-plant air gap system will isolate the solids processing building from the potable water connection, including the greater Winslow Water System, and will meet Washington State Department of Health drinking water regulations.

Bids were solicited through the Daily Journal of Commerce and the City's Bids & Awards webpage and listserv. The bid opening was held on January 12th and 4 bids were received.

City staff reviewed the bids results and the contractor's qualifications and recommend that City Council award the Wastewater Treatment Plant Regulatory Air Gap Project to the apparent low bidder, Gary Harper

Construction, Inc., in the amount of \$292,766.23. See attached bid form. The engineer's estimate is \$260,000-\$300,000.

ATTACHMENTS:

[CIP WWTP Air Gap 01101.pdf](#)

[FBB WWTP Regulatory Air Gap Gary Harper Construction Inc.docx](#)

[Bid Form WWTP Regulatory Air Gap Draft.pdf](#)

FISCAL DETAILS: Capital Improvement Plan Project #01101. See attached project page.

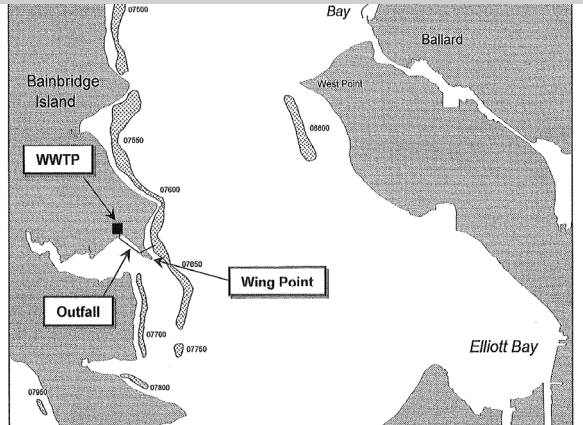
The project budget in the Capital Improvement Plan for design and construction is \$235K, with \$175K remaining. A budget amendment of \$145K is requested to address the balance of the cost of construction, project management, permits and contingency. The new total project budget will be \$380K.

Fund Name(s): Sewer Fund

Coding: Capital Improvement Plan Project #01101

Project: WWTP Airgap Replacement**Location:** Wing Point

01101

Project Description

Description: Replace backflow protection for the potable water connection within the wastewater treatment plant. An in plant air gap system will be installed to isolate the solids processing building from the potable water connection, Winslow Water System and will meet Washington State Department of Health current regulations.

Capital Funding

	Prior Yrs.	2023	2024	Subsequent	Total
FUNDING SOURCES					
Sewer Fund	\$ 235,000	-	-	-	\$ 235,000
	\$ 235,000	\$ -	\$ -	-	\$ 235,000

Budget Notes

	Amount	Source	Description
Original budget	\$ 92,000	2020 CIP	Original project authorization
Budget Amendments	\$ 45,000	2021 CIP	Operating budget moved to Capital
Budget Amendments	98,000	2021 CIP	Labor added and estimate Adj.
Total Project Budget	\$ 235,000		

Financial Update Spending through August 30, 2023

	Life to Date Budget	Life to Date Actuals	Encumbrances	Actuals + Encumbrances	Remaining
Sewer Fund	\$ 235,000	\$ 58,158	\$ 0	\$ 58,158	\$ 176,842

Current Project Status

Construction in 2021

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the __, day of _____, 2024, by and between the City of Bainbridge Island, a Washington State municipal corporation ("City" and/or "CONTRACTING AGENCY") and Gary Harper Construction Inc, a Washington State corporation ("CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the WASTEWATER TREATMENT PLANT REGULATORY AIR GAP PROJECT, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Two Hundred Ninety-Two Thousand Seven Hundred Sixty-Six and 23/100 Dollars (\$292,766.23) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract, including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee (hereafter "General Conditions")
3. Supplementary Conditions
4. Technical Specifications
5. Indemnity and Insurance Agreement
6. Special Indemnity and Insurance Agreement
7. Prevailing Wage Schedules and Regulations
8. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
9. Certification of Compliance with Wage Payment Statutes
10. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: _____

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR: GARY HARPER CONSTRUCTION, INC.

By: _____

Its: _____

Date: _____

CITY OF BAINBRIDGE ISLAND:

By: _____

Blair King, City Manager

Date: _____



City of Bainbridge Island
Public Works Department –Engineering

DRAFT

PROJECT NAME: Wastewater Treatment Plant Regulatory Air Gap
Bid Opening Date: 1/12/2024
Bids Open @ 10:00am

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineers Estimate is: \$260,000 to \$300,000	AWARD CONSTR. INC.	NORDVINT	JMB CONSTR. LLC	GARY HARPER CONSTR.	
Proposal – Revised per Addenda No 1	X	X	X	X	
Signature Page	X	X	X	X	
Non-Collusion Declaration	X	X	X	X	
Proposal Bond (5%)	X	X	X	X	
Statement of Bidders Qualifications	X	X	X	X	
Statement of Proposed Subcontractors	X	X	X	X	
TOTAL BASE BID AMOUNT	391,264.63		487,417.41	292,766.23	

A total of 4 bids were received for the Wastewater Treatment Plan Regulatory Air Gap. Project Manager, Aaron Claiborne, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, GARY HARPER CONSTR. in the amount of \$ 292,766.23.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Authorize Advertisement for the City Hall Renovation and Security System Upgrade Projects - Public Works

SUMMARY: City Staff are requesting authorization to advertise for construction for the City Hall Renovation and Security System Upgrade Projects.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to proceed with the advertisement and bid process for the City Hall Renovation and Security System Upgrade Projects.

COMMUNITY ENGAGEMENT AND OUTREACH: None planned.

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	N/A
One-Time Cost:	N/A
Included in Current Budget?	Yes

BACKGROUND: The City Hall Renovation Project will enclose the Map Room to increase the usability of the space for meetings, provide a secure exit door for the front desk, and enclose and add bike storage to the exterior break area. A selection from the design plans is included for reference.

The City Hall Security System Upgrades Project will replace the obsolete existing security system at City Hall to integrate with the new system installed at the Ted Spearman Justice Center and provide limited internal and external security cameras. These two projects are similar in scope and location, making it advantageous to combine into a single bid to benefit from the economy of scale.

The bid package is expected to be ready for advertisement in January 2024. The project will be advertised in the Daily Journal of Commerce, which is the City's standard advertising venues for projects of this type and scale.

ATTACHMENTS:

[Bainbridge Island City Hall Improvements-select sheets Granicus.pdf](#)

[CIP City Hall Map Room Enclosure 01228.pdf](#)

[CIP City Hall Security 01092.pdf](#)

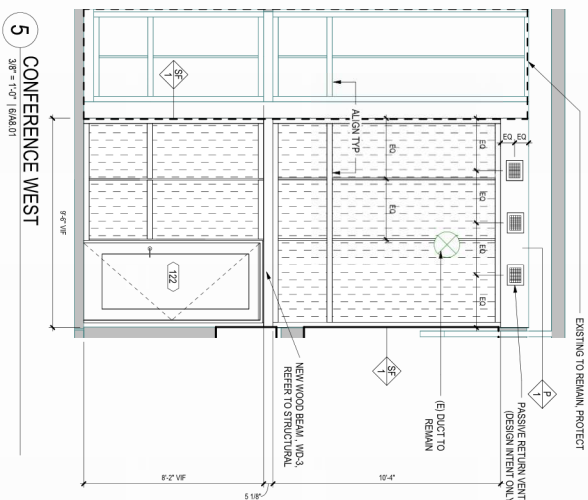
FISCAL DETAILS: Capital Improvement Project City Hall Renovation Project - 01092; see attached project page.

Capital Improvement Project City Hall Security Upgrades Project - 01228; see attached project page.

The combined, approved budget available for construction of these projects is approximately \$350K (Tax Supported.)

Fund Name(s): Capital Construction Fund

Coding: Capital Improvement Projects 01092 and 01228.



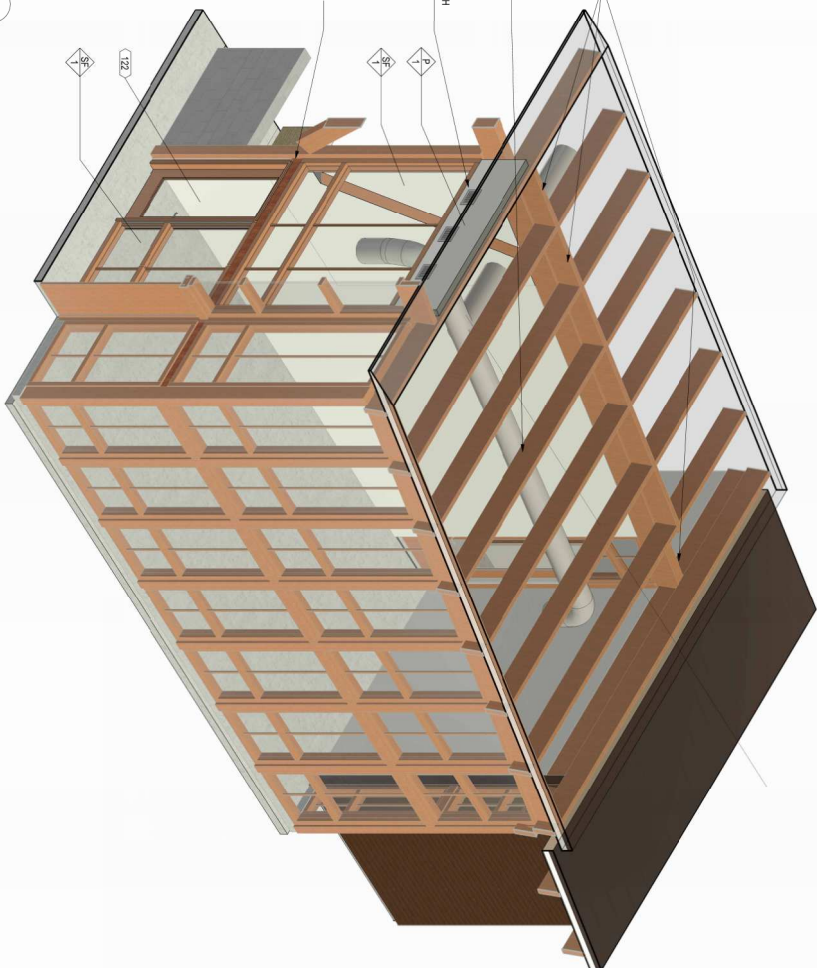
NOTE: CONTRACTOR TO PROVIDE SUBMITTAL THAT PROVIDES BASIS FOR SIZING OF EQUALIZATION VENTS SUCH THAT ADEQUATE BACK PRESSURE FOR EXISTING HVAC SUPPLY LOAD IS PROVIDED

(E) MECHANICAL AND LIGHTING TO REMAIN

IN WALL WITH DIMENSIONAL LUMBER
FOR ACCESSORIES (IF OPEN), RIPPED TO
FIT, SEAL BODIES

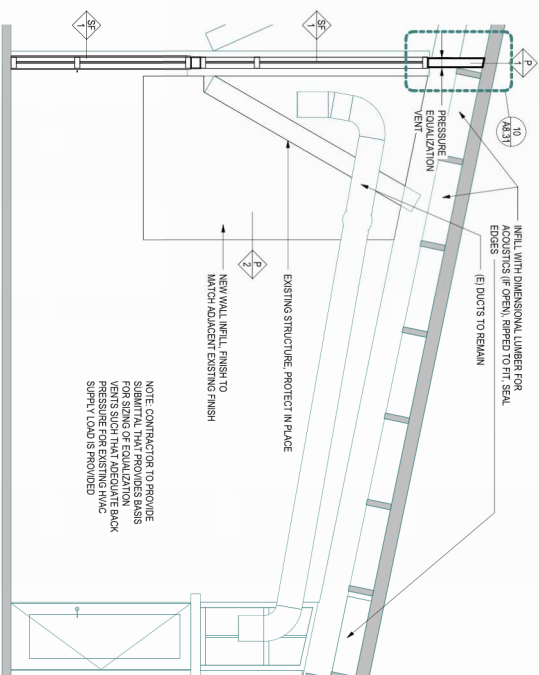
FRAMED SOFFIT, (E) FIRE SERVICE TO PASS
THROUGH, PROVIDE PASSIVE VENT THROUGH
SOFFIT FOR MECHANICAL RETURN AIR —
NOTE: CONTRACTOR TO PROVIDE
SUBMITTAL THAT PROVIDES BASIS
FOR SIZING OF EQUALIZATION
VENTS SUCH THAT NEUTRALIZE BACK
PRESSURE AND PROVIDE MECHANICAL
SUPPLY LOAD IS PROVIDED.

NEW WOOD BEAM REFER TO STRUCTURAL



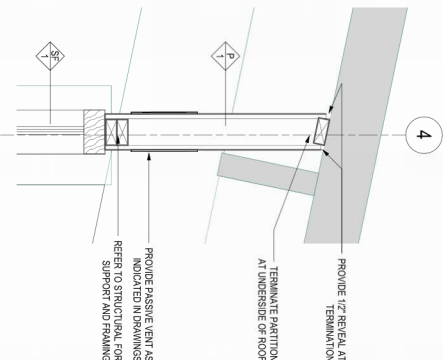
5 CONFERENCE WEST

3/8" = 1'-0" | 6/16.0



NOTE: CONTRACTOR TO PROVIDE SUBMITTAL THAT PROVIDES BASIS FOR SIZING OF EQUALIZATION VENTS SUCH THAT ADEQUATE BACK PRESSURE FOR EXISTING HVAC SUPPLY LOAD IS PROVIDED

9 CONFERENCE NORTH

 $3/8" = 1'-0" \mid 6/16.0$ 

10 WALL SECTION DETAIL

 $1\frac{1}{2}'' = 1'-0'' \mid 9/16.31$ **BASE BID**

GRAPHIC LEGEND

EXISTING ELEMENT

NEW ELEMENTS

☐ NEW ELEMENTS

SEATTLE For 56, 1201 Alaskan Way, #200
Seattle, WA 98101 / 206 623-3344

SAN FRANCISCO / 585 Howard Street, #200
California, CA 94105 / 415 395 6666

LOS ANGELES / 5837 Alameda Blvd
Olive City, CA 90222 / 323 807 2150

mfr@ian.com

PROJECT
BAINBRIDGE ISLAND CITY
HALL IMPROVEMENTS

LOCATION
280 MADISON AVE N
BAINBRIDGE ISLAND
WA 98110

PREPARED FOR
CITY OF BAINBRIDGE
ISLAND

[illegible]

5156 REGISTERED
ARCHITECT
NORTH CAROLINA
STATE OF WASHINGTON

CONFERENCE ROOM
ENCLOSURE

2133200
DATE
01/22/2021

A8.3、

© 2023 MATTHUN, INC.

Project: City Hall Map Room Enclosure

Number:

01228

Location: City Hall

Project Description



Description: This project proposes to enclose the City Hall Map Room to increase the usability of the space for private in-person and remote meetings.

Benefit: The improvements will expand available meeting space at City Hall for staff, City Committees and other community purposes.

Schedule: YR 1: Design and Construction

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029- 2042	Total
FUNDING SOURCES (1000's)									
General Fund	-	260	-	-	-	-	-	-	260
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Sub-total	-	260	-	-	-	-	-	-	260

FUNDING USES (1000's)

Project Management	-	6	-	-	-	-	-	-	6
Design/construction	-	254	-	-	-	-	-	-	254
Sub-total	-	260	-	-	-	-	-	-	260

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029- 2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-

Project: City Hall Security

Number:

01092

Location: City Hall

Project Description



Description: Replace the obsolete existing security system at City Hall to match and coordinate with the new system to be installed at the new Police/Court Facility.

Benefit: Improved security at City Hall, and coordinated systems across the organization for ease of maintenance and operability.

Schedule: YR 1: Design and construction; YR 2: Construction

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029- 2042	Total
FUNDING SOURCES (1000's)									
General Fund	160	11	-	-	-	-	-	-	171
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Sub-total	160	11	-	-	-	-	-	-	171
FUNDING USES (1000's)									
Project Management	10	11	-	-	-	-	-	-	21
Design/construction	150	-	-	-	-	-	-	-	150
Sub-total	160	11	-	-	-	-	-	-	171

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs	2023	2024	2025	2026	2027	2028	2029- 2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Consider Approval of Lodging Tax Advisory Committee Recommendations for 2024 Awards
Totaling \$400,000 - Executive

SUMMARY: In response to a request for proposals issued by the City in the Fall of 2023, the Lodging Tax Advisory Committee (LTAC) received and reviewed proposals for funding for activities in 2024. The LTAC reviewed 13 proposals totaling \$755,066 in funding requests. The LTAC funding recommendation totals \$400,000.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve the Lodging Tax Advisory Committee's 2024 lodging tax funding recommendation in the total amount of \$400,000 and authorize the City Manager to execute the associated funding agreements with recipient organizations in substantially the form as provided with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	400,000
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Lodging Tax Advisory Committee met four times between October and December 2023. The Committee initially reviewed 13 proposals totaling \$755,066 and asked clarifying questions to each applicant based on their application. The Committee then heard a 10-minute presentation from each applicant on their use of funds. In their final meeting, the Committee reduced the funding request from \$755,066 down to the allocated \$400,000. The Lodging Tax Advisory Committee recommends the following organizations and amounts for funding:

- Arts & Humanities Bainbridge: \$12,761
- Bainbridge Artisan Resource Network (BARN): \$10,883
- Bainbridge Island Chamber of Commerce: \$65,983
- Bainbridge Island Downtown Association: \$63,183

- Bainbridge Island Film Festival: \$7,183
- Bainbridge Island Japanese Exclusion Memorial Association: \$10,000
- Bainbridge Island Museum of Art: \$14,683
- Bloedel Reserve: \$7,983
- Visit Bainbridge Island: \$166,414
- WEAVE Presents: \$14,983
- Winery Alliance of Bainbridge Island: \$16,092

ATTACHMENTS:

[Lodging Tax Advisory Committee Funding Recommendations.pdf](#)

[LTAC Contract Pro Forma 2024.docx](#)

FISCAL DETAILS: The 2023-2024 Adopted Budget includes \$400,000 for a one-year lodging tax funding award cycle. Applications are considered and a set of awards are recommended to the City Council. Once approved, organizations submit quarterly and annual reports and receive reimbursement for qualifying expenses.

Fund Name(s):

Coding:

Organization/Proposal	Project	Amount Requested	Amount Recommended
Arts & Humanities Bainbridge	Bainbridge Creative District Community Connection Initiative	30,500	12,761
Bainbridge Artisan Resource Network (BARN)	BARN Creative Tourism Campaign	30,000	10,883
Bainbridge Island Chamber of Commerce	Friendly Multi-Platform Visitor Information Network	80,116	65,983
Bainbridge Island Downtown Association	Tourist Downtown Walking Map, Celebrate Bainbridge Street Dance, Holiday Promotions and Events, Shoulder Season Tourism Marketing and Public Relations	89,000	63,183
Bainbridge Island Film Festival	Bainbridge Island Film Festival Operational Support	10,000	7,183
Bainbridge Island Historical Museum	Promotional Video Production	16,245	9,852
Bainbridge Island Japanese American Exclusion Memorial Association	Visitor Center Construction and Strategic Planning	10,000	10,000
Bainbridge Island Museum of Art	BIMA Cultural Events and Festivals	20,000	14,683
Bloedel Reserve	Elevating Awareness of Bloedel Reserve Through Ferry System Advertising	17,160	7,983
Visit Bainbridge Island	Visit Bainbridge Island (DMO) 2024 Tourism Marketing Proposal	215,000	166,414
Visit Kitsap Peninsula	2024 Year-Round Tourism Marketing Support for the City of Bainbridge Island	166,500	0
WEAVE Presents	BI Summerfest	40,000	14,983
Winery Alliance of Bainbridge Island	Kitsap County Wine & Cider Passport	30,545	16,092
TOTALS		755,066	400,000

AGREEMENT FOR LODGING TAX FUNDS

THIS AGREEMENT FOR LODGING TAX FUNDS (“Agreement”) is entered into on the date written below between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and [____], [a Washington State corporation] [a Washington State nonprofit corporation], (“Recipient”).

WHEREAS, the Recipient submitted a proposal for Lodging Tax funds for [____] as described in **Attachment A**; and

WHEREAS, upon recommendation of the Lodging Tax Advisory Committee and approval by the City Council at their January 23, 2024, meeting, the City has awarded this Agreement to effectuate the scope of work, as described in **Attachment A**; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and work 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 Recipient as follows:

1. SERVICES AND WORK BY RECIPIENT

The Recipient shall arrange for the services and work as specified in this Agreement and as necessary to accomplish the scope of work attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Recipient shall arrange for all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The scope of work set forth in **Attachment A** shall also include a project budget for the services and work to be performed for the City under this Agreement.

The Recipient, in its activities and promotional materials, shall acknowledge financial support from the City related to the work and services funded by 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 until January 31, 2025, unless sooner terminated by either party as provided below. The terms of this agreement shall cover activities performed in accordance with **Attachment A** by the Recipient between January 1, 2024, through December 31, 2024.

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 Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient 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 Recipient [_____] Dollars (\$[____]) for all services and work performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work, according to the budget provided within **Attachment A**, in amounts to be billed quarterly. The Recipient shall execute this Agreement by February 10, 2024, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2024.

B. The Service Provider shall submit, in a format acceptable to the City, monthly and/or quarterly invoices for services performed in a previous quarter. Monthly invoices may only be submitted for approved payroll and/or facility rental expenses. Quarterly invoices are required for all other types of expenses. Each project shall be the subject of a separate invoice. The Recipient 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 Recipient.

D. If the services rendered do not meet the requirements of this Agreement, the Recipient 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. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit a report on services and work prior to or accompanying its final quarterly invoice, but not later than January 31, 2025. This report should be no longer than five pages, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the scope of work described in **Attachment A**.
- Reference the project objectives specified in **Attachment A**. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in **Attachment A**. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in **Attachment A**, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the **Attachment A**. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the scope of work in the three categories below:
 - a. Travelers staying overnight in paid accommodations away from their place of residence or business;

- b. Travelers staying overnight in unpaid accommodations (e.g., with friends and family) and traveling more than 50 miles;
 - c. Travelers for the day only and traveling more than 50 miles.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

5. INSPECTION AND AUDIT

The Recipient 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 Recipient 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 Recipient 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 Recipient shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

6. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants, and agrees that its 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 Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services and work required under this Agreement. The Recipient shall make no claim of City employment nor shall the Recipient claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient 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 Recipient 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 Recipient performs hereunder.

D. The Recipient and any subcontractors shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient 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, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient 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 7 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.

8. 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.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or their 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.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient shall defend, indemnify, and hold the City, its officers, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the acts, errors, or omissions of the Recipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. 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 Recipient and the City, its officers, officials, employees, and volunteers, the Recipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Recipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Recipient'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 Recipient'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.

11. INSURANCE

The Recipient shall maintain insurance as follows and as further described in **Attachment B**:

- ☒ Commercial General Liability as described in **Attachment B**.
- ☒ Directors and Officers Liability as described in **Attachment B**.
- ☒ Automobile Liability as described in **Attachment B**.
- ☒ Workers' Compensation as described in **Attachment B**.
- ☐ None.

12. 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 Recipient 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 Recipient as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with **Attachments A and B**, 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.

14. 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.

15. 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.

16. 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.

17. 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 Recipient: [_____] |
 [_____] |
 Bainbridge Island, WA 98110
 Attention: [_____] |

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.

18. 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.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

21. 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.

[NAME OF RECIPIENT] _____

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Blair King, City Manager

Title: _____

Tax I.D. #: _____

ATTACHMENT A
SCOPE OF WORK

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Recipient 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 Recipient, its agents, representatives, or employees.

B. No Limitation

The Recipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Recipient 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 Recipient 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 Recipient'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. Directors and Officers Liability insurance coverage.

D. Minimum Amounts of Insurance

The Recipient 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. Directors and Officers Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Recipient'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 Recipient'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 Recipient shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. The Recipient 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 Recipient 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 Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Recipient 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 Recipient 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 Recipient from the City.

J. City Full Availability of Recipient Limits

If the Recipient 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 Recipient, irrespective of whether such limits maintained by the Recipient 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 Recipient.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Intergovernmental Agreement with the Washington State Parks and Recreation Commission Relating to the Recreational Boating Safety Program and Accept a Related Grant Award in the Amount of \$11,679.81 - Police,

SUMMARY: The City Council is asked to consider authorizing the City Manager to execute an Intergovernmental Agreement with Washington State Parks and Recreation Commission ("State Parks and Recreation Commission"), and to accept a related grant award in the amount of \$11,679.81 from the State Parks and Recreation Commission. This intergovernmental agreement establishes a cooperative framework between the Washington State Parks and Recreation Commission and the City of Bainbridge Island to enhance the performance of boating safety and education services in the state per RCW 88.02.650 and WAC 352-65.010, with a goal of reducing the number and severity of recreational boating casualties and to ensure a safe and enjoyable boating environment for all users. In exchange for vessel registration fees, the City shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to execute the Intergovernmental Agreement with the Washington State Parks and Recreation Commission and accept the related grant award of \$11,679.81, in substantially the form included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	11,679.81
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Washington State Parks and Recreation Commission is authorized to disburse a portion of vessel registration funds and award Federal Financial Assistance Grant funds to law enforcement agencies that operate marine programs. This intergovernmental agreement establishes a cooperative framework between the Washington State Parks and Recreation Commission and the City of Bainbridge Island to enhance the performance of boating safety and education services in the state per RCW 88.02.650 and WAC 352-65.010, with a goal of reducing the number and severity of recreational boating casualties and to ensure a safe and enjoyable boating environment for all users. Award amounts are based on reimbursement requests

tied to specific participation requirements such as boating inspections, lifejacket enforcement, and other marine laws.

ATTACHMENTS:

[CITY OF BAINBRIDGE ISLAND REVISED 2024 A-299.pdf](#)

[MLE 325-168 FFAG Bainbridge Island PD-Kpgs REVISED 2024.pdf](#)

FISCAL DETAILS: Grant award of \$11,679.81 which requires matching funds of \$2,919.95.

Fund Name(s): General Fund

Coding:



INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

City of Bainbridge Island

Agency Size Category: Small

Marine Lead: Jonathan Bingham, 206-730-8966

AGREEMENT# LE: MLE1301

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and City of Bainbridge Island the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE

The term of this agreement, once signed by STATE PARKS, shall end on September 30, 2024.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Summary Statement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

CONTRACT MANAGEMENT

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

Jonathan Bingham, Marine Lead

City of Bainbridge Island

206-730-8966

jbingham@bainbridgewa.gov

The Contract Representative for STATE PARKS is:

Bryan Alexander, Marine Law Enforcement Coordinator

(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

**Washington State Parks and
Recreation Commission**

**City of Bainbridge Island
City Manager Blair King**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

Michael Young

Asst. Attorney General

12/21/17

Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2023.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections and warnings. Inspections can be entered into SECTOR at the time of the inspections or at a later time.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

Summary of Activity Report Web Forms: AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

Utilize SOAR Web Forms: AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

Reporting Frequency: AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

Review and Approval of SOAR: STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

Due Dates: The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

Quarter	Beginning Date	End Date	SOAR Due Date
First Quarter	January 1	March 31	April 15
Second Quarter	April 1	June 30	July 15
Third Quarter	July 1	September 30	October 15
Fourth Quarter	November 1	December 31	January 15

Vessel Registration Fee Expenditure Report: AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

EXHIBIT B

FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: <http://mle.parks.wa.gov/>. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

EXHIBIT C
OPERATIONAL REQUIREMENTS

Officer/Deputy Qualifications: AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

Officer/Deputy Training Required: AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. The AGENCY recognizes the National Association of Boating Law Administrators' Boating Crewmember Course or the Federal Law Enforcement Training Centers' Marine Law Enforcement Training Program as an equivalent course. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

New Programs, Officers/Deputies, Must Acquire Training Within One Year: AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

Training Currency: AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

Document Additional Training: AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

Vessels and Equipment: AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

Vessel, Aircraft, Vehicle and Equipment Inventory Required: AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the

recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
 - Name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or “hardwired”. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or “hardwired” OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
 - Model
 - Length
 - Type of propulsion
 - Horsepower
 - Year purchased
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission
- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds Used for Purchase
 - Percent of time employed for the RBS mission
- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
 - Vehicle Type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds Used for Purchase
 - Percent of time employed for the RBS mission

- **Equipment Valued at \$5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 dollars or more. Only items listed under “allowable expenses” defined in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants” (found on the MLE Forms Website at <http://mle.parks.wa.gov/>) should be purchased with vessel registration fees.
 - Equipment Type
 - Manufacturer
 - Model
 - Year purchased
 - Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided

Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
 - Notify STATE PARKS within 48 hours of becoming aware of the incident.
 - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
 - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
 - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery:** Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

Boating Safety Patrols Required, Minimum Hours: AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

Enforcement of Boating Laws Required: AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of inspections and warnings for each type of boating violation through SECTOR either at the time of the inspection or at a later time. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

Boating Safety Inspections Required: AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. AGENCY shall enter all inspections through SECTOR either at the time of the inspections or at a later time.

Boating Safety Education Program Required, Designated Officer or Deputy: AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

Waterway Marking: AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

EXHIBIT D
NOTES AND DEFINITIONS

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours. The patrol hours do not include transit time to the body of water to be patrolled.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS also recognizes that AGENCY may be impacted by non-traditional Peak Boating seasons due to hunting and fishing activities. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more

hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

RBS Activities: AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

Trained: Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

Web-enabled Forms: These are forms located on the website <http://mle.parks.wa.gov/> that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

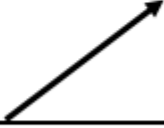
NOTE: Use of SECTOR is mandatory during all operating hours.

EXHIBIT E
FINANCIAL REPORT EXAMPLES

Example of a VRF Fund Balance Report

XXXXXX County
Fund Master – All Funds
Balances as of 06/06/2017

Key	Cash in Funds	Pooled Cash	Pooled Investment	Investment Funds	Cash & Investments	Total Payables	Available Funds
130-Boating Safety	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28
	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28



Balance as of 06/06/2017 matches
Bottom Line (Total Remaining
Balance on VRF Report

Example of a Financial System Report

XXXXXXX County
Treasurer Cash Receipt
Receipt #
EFWA12345678

Date of
Transfer /
Deposit

Date: 060602017

Received From: StateOfWAMonthlyEFT

Customer ID # 8910

Clerk: David Smith

Fund/Key	Revenue	Description	Amount
130	33600840	State Boating Safety	\$20,744.72
Total Receipt Amount			\$20,744.72

Deposited into
Dedicated Account
For Boating Safety

Correct Amount
Received

EXHIBIT F

EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small Agency, 15 students, 1 Class
 - Medium Agency, 20 students, 1 Class
 - Large Agency, 50 students, 1 Class
- **Boating Safety Presentations to Groups:** These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small Agency, 10 hours
 - Medium Agency, 15 hours
 - Large Agency, 25 hours
- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
 - Small Agency, 10 hours
 - Medium Agency, 15 hours
 - Large Agency, 25 hours
- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites if they exist. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 04/2017). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviours such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small Agency, 2 visits
 - Medium Agency, 4 visits
 - Large Agency, 6 visits
- **Participation in Community Events:** These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small Agency, 40 hours
 - Medium Agency, 150 hours
 - Large Agency, 275 hours
- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers, where applicable, to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

- Small Agency, 5 visits
 - Medium Agency, 10 visits
 - Large Agency, 15 visits
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
 - Small Agency, 1 hour
 - Medium Agency, 3 hours
 - Large Agency, 5 hours

Media Contacts: Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small Agency, 4 hours
 - Medium Agency, 8 hours
 - Large Agency, 16 hours
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
 - Small Agency, 4 hours
 - Medium Agency, 8 hours
 - Large Agency, 16 hours
- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
 - The Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
 - The Spring Aboard campaign is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
 - National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to

participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- Safe Paddling Week is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviours such as always wearing a PFD, obtaining training etc.

EXHIBIT G

DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2024

AGENCY INFO	
Agency Name	Agency Size
City of Bainbridge Island	Small
Agency Signing Officer Title	Signing Officer First Name
Chief	Joe
Signing Officer Last Name	Dedicated Account Number
Clark	0113312 333970 00434

STAFFING

Roles	SAW ID	Rank	First Name	Last Name	Commission	FT/PT	Email Address	Date of Marine L.E. Training	Training Current?	Non-WA Parks Courses
Supervisor, Boating Safety Officer		Sergeant	Benjamin	Sias	Regular	Part time/Seasonal	bsias@bainbridgewa.gov	4/30/2002	Yes	
Marine Lead, Lead Accident		Marine Lead	Jonathan	Bingham	Regular	Part time/Seasonal	jbingham@bainbridgewa.gov	5/2/2014	Yes	

Investigator, Coordinator of Boating Education,Boating Safety Officer,Fiscal Lead										
Boating Safety Officer		Officer	Charles	McCarty	Regular	Part time/Sea sonal	cmccarty@bain bridgewa.gov	5/5/2008	Yes	
Boating Safety Officer		Officer	Eric	Huska	Regular	Part time/Sea sonal	ehuska@bainbri dgewa.gov	10/2/2020	Yes	
Boating Safety Officer		Officer	Cameron	Lewis	Regular	Part time/Sea sonal	clewis@bainbri dgewa.gov	5/15/2017	Yes	
Boating Safety Officer		Officer	Ryan	Norton	Regular	Part time/Sea sonal	rnorton@bainbridgewa.gov	4/28/2023	Yes	
Boating Safety Officer		Officer	Colt	Lasnier	Regular	Part time/Sea sonal	clasnier@bainbridgewa.gov	4/28/2023	Yes	
Boating Safety Officer		Officer	Rodger	Swann	Regular	Part time/Sea sonal	rswann@bainbridgewa.gov	5/26/2023	Yes	
Boating Safety Officer		Officer	Brenton	Miller	Regular	Part time/Sea sonal	bmiller@bainbridgewa.gov	5/26/2023	Yes	

Number of Full Time RBS Officer	Number of Part Time/Seasonal RBS Officers
0.00	9.00
Number of Other RBS Officers	Marine Lead Mobile Phone
0.00	206-730-8966

BOAT PATROL SCHEDULE

Patrol Season Begins	Patrol Season Ends
1/1/2024	12/31/2024

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Patrol Hours	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Number of Officers	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Number of Vessels	2.00	2.00	2.00	2.00	2.00	2.00	2.00

Total Planned Patrol Hours
160.00

Total Planned Inspections
92.00

RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

Type	Vessel Name	Vehicle/ Aircraft/ Equipment Type	Manufacturer	Sector/ Radio	Model	Length	Propulsion Type	Horse Power	Year	Funds Used for Purchase	% Time Used for RBS
Vessels	Marine 8		Safe Boat	SECTOR equipped,Radi o equipped,	33	33.00	Outboard	1,050.00	2,007		100.00
Vessels	Marine 11		Silver Streak	Radio equipped	18	18.00	Outboard	115.00	1,994		50.00
Equipment		Motor	Suzuki		115				2,017		
Equipment		Electronics	Garmin		5280				2,010		
Equipment		Motors	Suzuki		350				2,018		

Number of Radio Equipped Boats	Number of Non-Radio Equipped Boats
2.00	0.00
Number of Aircraft	Number of Other Patrol Vehicles
0.00	0.00
Number of Vessels SECTOR Equipped	Number of Vessels Non-SECTOR Equipped
1.00	1.00

LOCAL ORDINANCES

<https://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland12/BainbridgeIsland1224.html#12.24.050>



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT**



Agreement No. MLE 325-168

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program (“MLE or “Recipient”) and **City of Bainbridge Island** (“Subrecipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a “Subrecipient” relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient’s Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the “Project.”

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient’s Authorized Representative:** See *Section 6.2 – Subrecipient’s Authorized Representative*.
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled]*.
- **Grant Funds:** See *Section 9.2 – Grant Funds*.
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*

-
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through

entity considers a contract (See 2 CFR 200.92).

- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.
- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on September 30, 2024, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to MLE on or before **October 15, 2024**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1** WSPRC MLE Program Authorized Representative is:

Bryan Alexander, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Bryan.Alexander@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Rob.Sendak@PARKS.WA.GOV

- 6.2** Subrecipient's Authorized Representative is:

Chief Joseph Clark
City of Bainbridge Island
625 Winslow Way E
Bainbridge Island, WA, 98110-2411
jclark@bainbridgewa.gov
(206) 780-4685

6.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2024**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety

and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment “B”).

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient’s proposal, or not approved in writing by MLE, where the Subrecipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act.”*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency’s and specific federal grant program’s participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment.”*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other

persons supplying labor or materials for the Project;

- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.1 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term "contractor" means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

8.1.1 Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.

8.1.2 RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).

8.1.3 Time, salaries, benefits and wages for officers or deputies who possess a Washington State

Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written “two-officer policy for officers on marine patrol for the purpose of officer safety.

- 8.1.4** Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor Training Class* and are listed on our files.
- 8.1.5** RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”)
- 8.1.6** RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.
- 8.1.7** Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications
- 8.1.8** Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
- 8.1.9** Other items as deemed by MLE to be necessary to complete the project
- 8.1.10** Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1** Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2** Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3** Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4** Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated

by the boating program is not an allowable expense.

8.2.5 Firefighting equipment is not an allowable expense.

8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.

8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)

8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.

8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.
- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete-expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$11,679.81**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a

recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on June 1, 2024.

- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient's Subrecipient Grant Application that was accepted by MLE. The Subrecipient's budget is attached to this agreement (Attachment "B"). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **\$11,679.81** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in

accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **\$2,919.95** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match;** however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100).

9.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.6 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

9.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of September 30, 2024.

9.8 Offset or Reduction. The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

9.8.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

9.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement October 1, 2023.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally

competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

- 12.5.1** Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.
- 12.5.2** Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.
- 12.5.3** Law Enforcement vessels shall be operated by trained personnel with a valid State of

Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.

- 12.5.4** Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.
- 12.5.5** All law enforcement vessels shall have a routine schedule for maintenance.
- 12.5.6** As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.
- 12.5.7** Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a state parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1000) or less. For repairs greater than one thousand dollars (\$1000) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email

to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

15.1 If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-

Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.

- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.
- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a

receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

- 18.1** **LIABILITY INSURANCE**—If required in the special terms and conditions subrecipient shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000 naming Washington State Parks Commission as an additional insured against any liability arising out of Subrecipient's or its agents, employees, or assigns. Subrecipient shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount or cancellation of said policy.

- Subrecipient shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all-risk's basis and, at a minimum, cover the perils insured under ISO special causes of loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.

-
- Any coinsurance requirement in the policy shall be waived.
 - State shall be included as an insured and a loss payee under the property insurance policy.

18.2 AUTOMOBILE INSURANCE-- Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Subrecipient waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

18.3 INDUSTRIAL INSURANCE COVERAGE-- Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. Commission will not be responsible for payment of industrial premiums or for any other claim or benefit for Subrecipient, or any subcontractor or employee of Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Subrecipient, its employees and agents performing under this contract, are not employees of Commission.

18.4 CERTIFICATE OF INSURANCE / NAMING WASHINGTON STATE AS ADDITIONAL INSURED: A current Certificate of Insurance must be submitted with the grant application form. The certificate must name Washington State Parks and Recreation Commission as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below."

SECTION 19: REMEDIES

19.1 In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

-
- 19.2** In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient’s sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

- 22.1 Termination for Convenience.** The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.
- 22.2 Termination Because of Inefficiency.** Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient’s reporting into the MLE Statement of Activity Reporting system. If in MLE’s opinion,

these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence; or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

- 29.1 Compliance with Law Generally.** Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.
- 29.2 Penalty of Perjury.** By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.
- 29.3 Tax Compliance.** Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 29.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.
- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State’s setoff right, without penalty; and
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. ~~The provisions~~ The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A

and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents (“indemnatee”) from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“claims”). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE’s prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient’s consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient’s performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE’s right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient,

whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United State of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT’S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS

8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS
---	---

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

City of Bainbridge Island 625 Winslow Way E. Bainbridge Island, WA 98110-2411 	Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title:	Title: Contracts, Grants, Procurement Manager
Email:	Email: ContractsAndProcurement@parks.wa.gov
Date:	Date:
Place:	Place: Tumwater, WA

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

- A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B. including but not limited to the following:

- 1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- 2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

- 3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the

awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]].

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of Bainbridge Island
- (ii) Subrecipient's UEI number: #HG29NCPLDG56
- (iii) Federal Award Identification Number (FAIN): #3323FAS230153
- (iv) Federal Award Date: 10/1/2023
- (v) Sub-award Period of Performance Start and End Date: From 10/1/2023 to 9/30/2024
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$11,679.81
- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$11,679.81
- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant
- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: United States Coast Guard
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov
- (x) CFDA Number and Name: Federal Boat Safety Act 92-75
- (xi) Is Award R&D? No
- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT “A”: SUBRECIPIENT’S FFA GRANT APPLICATION



BAINBRIDGE ISLAND
PD 2024 A-300 Applic

**ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL
REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS**



2023 Allowable Costs
& Expenditures.pdf

EXHIBIT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



2023 Vessel
Registration Fee Prog



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute the Fourth Amendment to Legal Services Agreement for Prosecution Services (\$135,811.59)

SUMMARY: Over the past several years, the City has contracted with the Kitsap County Prosecuting Attorney's Office (KCPAO) for prosecution services. As in past years, a contract amendment is necessary to continue that service from year to year. This amendment would extend the service through December 31, 2024. The current contract amount is \$131,505.15. This amendment would increase the annual cost to \$135,811.59 for 2024. The difference in cost is due to increased attorney and staffing costs for the County. Attached is a breakdown of the attorney and staffing costs to KCPAO to provide prosecution services to the City.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute the Fourth Amendment to Legal Services Agreement for Prosecution Services.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[KC-535-19-D City of Bainbridge Island 2024.pdf](#)

[2024 Municipal Prosecution Contract Rate.pdf](#)

FISCAL DETAILS: There is \$144,500 set aside in the 2024 budget to cover this increase.

Fund Name(s):

Coding:

**FOURTH AMENDMENT TO LEGAL SERVICES AGREEMENT
Prosecution Services**

This Fourth Amendment to Legal Services Agreement – Prosecution Services is entered into between the City of Bainbridge Island and the Kitsap County Prosecuting Attorney pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, effective January 1, 2024. The parties agree that their Legal Services Agreement – Prosecution Services (the “Agreement”), identified as KC-535-19 and effective January 1, 2020, and first amended effective January 1, 2021, by KC-535-19-A, and second amended effective January 1, 2022 by KC-535-19-B, and third amended January 23, 2023 is now further amended as follows:

1. Section III (Term of Agreement): The Agreement’s expiration date is extended through December 31, 2024.
2. Section V (Compensation): The annual cost is changed to \$135,811.59. The cost continues to be payable in equal monthly installments.
3. All other provisions of the Agreement, except as previously amended, remain unchanged and in full force and effect.

Dated this ____ day of January, 2024

CITY OF BAINBRIDGE ISLAND

Blair King, City Manager

Dated this ____ day of _____, 2024

**KITSAP COUNTY PROSECUTING
ATTORNEY**

Chad M. Enright

Dated this ____ day of _____, 2024

**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Charlotte Garrido, Chair

Katherine T. Walters, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Christine Rolfes, Commissioner

	2024 FTE Cost		
DPA I, Step I	\$ 78,110.64		
Q01	\$ 1,952.77		2.50%
	\$ 80,063.41		
	\$ 6,124.85	Social Security at 7.65%	7.65%
	\$ 8,318.59	PERS at 10.39%	10.39%
	\$ 997.63	Workers Comp increase	
	\$ 15,070.00	4% increase Medical Benefits	
	\$ 174.47	WA Family Leave not included previous	0.2179%
	\$ 110,574.48		
Legal Assistant, Step 4	\$ 49,296.00		
AB1	\$ 1,232.40		2.50%
	\$ 50,528.40		
	\$ 3,865.42	Social Security at 7.65%	7.65%
	\$ 5,249.90	PERS at 10.25%	10.39%
	\$ 997.63	Workers Comp increase	
	\$ 15,070.00	4% increase Medical Benefits	
	\$ 110.11	WA Family Leave not included previous	0.2179%
	\$ 75,711.36		
	\$ 25,237.12	no change to allocation at 1/3	
	\$ 135,811.59		



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Cancel the February 6, 2024 City Council Study Session

SUMMARY: Council will consider canceling the February 6, 2024 City Council Study Session.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: City Council

RECOMMENDED MOTION: Cancel the February 6, 2024 City Council Study Session.

COMMUNITY ENGAGEMENT AND OUTREACH:

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: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Authorize Advertisement and Accept bids for the Wastewater Treatment Plant Capacity Upgrade Equipment - Public Works

SUMMARY: City staff are requesting that the City Council authorize the City Manager to proceed with the advertisement and bid process for the procurement of capacity upgrade equipment for the Wastewater Treatment Plant.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to advertise and accept bids for the Wastewater Treatment Plant capacity upgrade equipment.

COMMUNITY ENGAGEMENT AND OUTREACH: None planned.

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	N/A
One-Time Cost:	N/A
Included in Current Budget?	Yes

BACKGROUND: The Wastewater Treatment Plant requires near-term capacity upgrades to ensure compliance with the City's wastewater discharge permit issued by the Department of Ecology. The near-term improvements include upgrades to the secondary treatment, and placement of the ultraviolet (UV) disinfection system and other plant equipment.

The equipment for the Wastewater Treatment Plant Upgrade project has a lead time of up to 50 weeks and therefore, the Public Works Department is planning to procure the required equipment in advance of securing a construction contract. This approach is a common practice in the industry, and the Department is coordinating with the design consultant to ensure the process closely follows required protocols. The equipment planned for procurement will include UV disinfection, swing zone diffusers, big bubble mixers, baffles, pumps, controls, and other miscellaneous equipment.

The Department estimates that the construction contract will be awarded in the fall of 2024, with an estimated start of construction in June of 2025.

ATTACHMENTS:

[CIP - WWTP Upgrades 01187.pdf](#)

FISCAL DETAILS: Capital Improvement Plan Project #01187; see attached project page.

The available project budget remaining is approximately \$3.1M.

Fund Name(s): Sewer Fund

Coding: Capital Improvement Plan Project 01187.

Project: WWTP Upgrades

Number:

01187

Location: WWTP

Project Description



Description: The Wastewater Treatment Plant requires near-term capacity upgrades to ensure compliance with the City's wastewater discharge permit issued by the Department of Ecology. The near-term improvements include optimization of settling capacity; replacing the UV disinfection system; modifying existing clarifiers and improving sludge dewatering.

Benefit: Compliance with state requirements.

Schedule: YR1: design. YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
FUNDING SOURCES (1000's)									
General Fund	-	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	164	834	2,142	-	-	-	-	-	3,140
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Sub-total	164	834	2,142	-	-	-	-	-	3,140
FUNDING USES (1000's)									
Project Management	-	36	35	-	-	-	-	-	71
Design/construction	164	798	2,107	-	-	-	-	-	3,069
Sub-total	164	834	2,142	-	-	-	-	-	3,140

Estimated Impact on Future Operating Budget

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Washington State Transportation Improvement Board Fuel (TIB) Tax Grant Agreement for the Wyatt Way Portion of the Eagle Harbor Drive & Wyatt Way Non-Motorized Improvements Connecting Centers Project and Authorize a Related Budget Amendment (\$500,000 – Tax Supported) - Public Works

SUMMARY: City staff are requesting that the City Council consider authorizing the City Manager to execute a Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Distribution Agreement for the Wyatt Way portion of the Eagle Harbor Drive & Wyatt Way Non-Motorized Improvements Connecting Centers project and authorize a budget amendment to the Capital Improvement Plan of \$500,000.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute a Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Distribution Agreement for the Wyatt Way portion of the Eagle Harbor Drive & Wyatt Way Non-Motorized Improvements Connecting Centers project and authorize a budget amendment to the Capital Improvement Plan of \$500,000.

COMMUNITY ENGAGEMENT AND OUTREACH: None Planned

FISCAL IMPACT:

Amount:	\$500,000
Ongoing Cost:	N/A
One-Time Cost:	\$500,000
Included in Current Budget?	No

BACKGROUND: The Washington State Transportation Improvement Board (TIB) selected the City of Bainbridge Island's Wyatt Way portion of the Eagle Harbor Drive & Wyatt Way Non-Motorized Improvements Connecting Centers project for grant funds equal to 12.7275% of eligible costs up to a maximum amount of \$500,000.

ATTACHMENTS:

[CIP_Eagle Harbor.Wyatt Way NM Improvement Project 00968.pdf](#)

[Selection Letter - Bainbridge Island - NE Wyatt Way.pdf](#)

[Grant Agreement - Bainbridge Island - NE Wyatt Way.pdf](#)

FISCAL DETAILS: As identified on the attached project page, the current budget for the Eagle Harbor Drive & Wyatt Way Non-Motorized Improvements is \$4,517,000. An addition of \$500,000 will bring the total project budget to \$5,017,000. As part of the first quarter 2024 budget amendments, City staff will make a subsequent recommendation to the City Council regarding use of all the project funding sources in alignment with the Council's direction from the December 12, 2023 City Council Meeting.

Fund Name(s): Capital Construction Fund

Coding: Capital Improvement Plan Project #00968

Project: Connecting Centers: Eagle Harbor/Wyatt Non-Motorized Improvements

Number:

00968

Location: Wyatt to past Bucklin Hill

Project Description



Description: Provide non-motorized improvements along Eagle Harbor Drive from the shoreline to Head of the Bay, and along Wyatt from the Head of the Bay to Nicholson Place. Improvements will include a mix of shoulders, vertically and physically separated paths, and safety improvements at the Finch/Wyatt intersection.

Benefit: Safety and Non Motorized Transportation Connectivity.

Schedule: 2023: Design; 2024: Construction

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
FUNDING SOURCES (1000's)									
General Fund	4	-	-	-	-	-	-	-	4
REET	370	531	2,098	-	-	-	-	-	3,000
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	777	735	-	-	-	-	-	1,512
State Grant	-	-	-	-	-	-	-	-	-
Sub-total	375	1,308	2,833	-	-	-	-	-	4,517
FUNDING USES (1000's)									
Project Management	30	31	33	-	-	-	-	-	95
Design/construction	345	1,277	2,800	-	-	-	-	-	4,422
Sub-total	375	1,308	2,833	-	-	-	-	-	4,517

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash, PE
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda González
City of Granger

Commissioner Scott Hutsell
Lincoln County

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky, PE
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

December 1, 2023

Mr. Chris Wierzbicki, P.E.
Public Works Director
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110-1812

Dear Mr. Wierzbicki:

Congratulations! We are pleased to announce the selection of your project, NE Wyatt Way, Eagle Harbor Dr NE, TIB project number P-W-830(P02)-1.

TIB is awarding 12.7275% of approved eligible project costs with a maximum grant of \$500,000.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Chris Langhoff, TIB Project Engineer, at ChrisL@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



City of Bainbridge Island
P-W-830(P02)-1
NE Wyatt Way
Eagle Harbor Dr NE

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Bainbridge Island
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the NE Wyatt Way, Eagle Harbor Dr NE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Bainbridge Island, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 12.7275 percent of approved eligible project costs up to the amount of \$500,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize the City Manager to Approve the Purchase of Two Interview Room Audio/Video Systems from Axon Enterprise at a cost of \$77,305.94 over a five-year period.

SUMMARY: The City of Bainbridge Island is interested in purchasing two interview room video systems from Axon Enterprise for the Ted Spearman Justice Center. These systems provide a comprehensive and undisputed record of suspect and victim interviews which improve the level of service officers provide in response to reported crimes.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to approve the purchase of two interview room video systems from Axon Enterprise at a cost of \$77,305.94 over a five-year period.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	77,305.94
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Bainbridge Island Police Department currently uses the Axon Enterprise audio/video recording system in the current facility. That contract expires in 2024. This contract will renew that service in the new facility and expand the recording capability to a second interview room. The recording of interviews is required by state law in custodial interviews and is a current best practice.

ATTACHMENTS:

[BBPD IR Updated 2024.pdf](#)

FISCAL DETAILS: Total purchase price is \$77,305.94 over a period of five years (from 2024 through 2028). There is adequate resources in the 2024 budget to cover this expense.

Fund Name(s): General Fund



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-486662-45300.828KH

Issued: 01/09/2024

Quote Expiration: 01/31/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 108560

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Bainbridge Island Police Dept. - WA 625 Winslow Way E Bainbridge Island, WA 98110-2411 USA	Bainbridge Island Police Dept. - WA 625 Winslow Way E Bainbridge Island WA 98110-2411 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Gary Koon Phone: (206) 842-5211 Email: gkoon@bainbridgewa.gov Fax: (206) 780-8596

Quote Summary

Program Length	60 Months
TOTAL COST	\$72,730.80
ESTIMATED TOTAL W/ TAX	\$77,305.94

Discount Summary

Average Savings Per Year	\$1,086.48
TOTAL SAVINGS	\$5,432.40

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$13,428.08	\$844.70	\$14,272.78
Sep 2025	\$13,965.20	\$878.48	\$14,843.68
Sep 2026	\$14,523.81	\$913.61	\$15,437.42
Sep 2027	\$15,104.76	\$950.15	\$16,054.91
Sep 2028	\$15,708.95	\$988.20	\$16,697.15
Total	\$72,730.80	\$4,575.14	\$77,305.94

Quote Unbundled Price:	\$78,163.20
Quote List Price:	\$72,730.80
Quote Subtotal:	\$72,730.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	2	60	\$651.36	\$606.09	\$606.09	\$72,730.80	\$4,575.14	\$77,305.94
Total							\$72,730.80	\$4,575.14	\$77,305.94

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	08/01/2024
Interview Room 2 Camera Standard	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	08/01/2024
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	08/01/2024
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	08/01/2024
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	08/01/2024
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	08/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	09/01/2024	08/31/2029
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	09/01/2024	08/31/2029
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	09/01/2024	08/31/2029
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/01/2024	08/31/2029
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	09/01/2024	08/31/2029
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	09/01/2024	08/31/2029

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50448	AXON INTERVIEW - EXT WARRANTY	2	08/01/2025	08/31/2029

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	IR2CA	Interview Room 2 Camera Standard	2	\$13,428.08	\$844.70	\$14,272.78
Total				\$13,428.08	\$844.70	\$14,272.78

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR2CA	Interview Room 2 Camera Standard	2	\$13,965.20	\$878.48	\$14,843.68
Total				\$13,965.20	\$878.48	\$14,843.68

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR2CA	Interview Room 2 Camera Standard	2	\$14,523.81	\$913.61	\$15,437.42
Total				\$14,523.81	\$913.61	\$15,437.42

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR2CA	Interview Room 2 Camera Standard	2	\$15,104.76	\$950.15	\$16,054.91
Total				\$15,104.76	\$950.15	\$16,054.91

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR2CA	Interview Room 2 Camera Standard	2	\$15,708.95	\$988.20	\$16,697.15
Total				\$15,708.95	\$988.20	\$16,697.15

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #18811 (originated via Q-15272) and is terminating that contract upon the new license start date (2/1/2024) of this quote.

The parties agree that Axon is granting a refund of \$455.83 to refund paid, but undelivered services. This discount is based on a ship date range of 1/1/2024-1/15/2024, resulting in a 2/1/2024 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Signature

1/9/2024

Date Signed



**STATEMENT OF WORK FOR THE
IMPLEMENTATION OF AXON INTERVIEW ROOM
FOR BAINBRIDGE ISLAND POLICE DEPT. - WA
("SOW")**

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Bainbridge Island Police Dept. - WA who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- ▶ Axon will supply 2 Servers.
 - If agency grants access, Axon will unbox and rack servers.
 - Agency will ensure servers are powered on with Windows installed prior to Install date.
 - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
 - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- ▶ Axon will supply 1 network switches.
- ▶ Axon Professional Services will provide network cabling.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
 - Removing all evidence from room.
 - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels Wall mounted outside each room
- ▶ **Hard**



- o Axis P3245-LV Overt Dome Camera

► **Soft**

- o Axis P3245-LV Overt Dome Camera



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - o Hardware Wiring
 - o Hardware Mounting
 - o Hardware Functionality
 - o Firmware Updates
 - o Software Install and Configuration
 - o Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Confirm Appointment of Thomas Alpaugh as Municipal Court Judge and Authorize the City Manager to Execute an Associated Employment Agreement (\$98,000 per year),

SUMMARY: Former Bainbridge Municipal Court Judge Sara McCulloch resigned in late 2023, creating a vacancy prior to the end of her term. This item is for the City Council to confirm the appointment of Thomas Alpaugh as Municipal Court Judge for the remainder of the unexpired term ending December 31, 2025, and to authorize the City Manager to execute an associated employment agreement for years 2024-2025. Pursuant to BIMC 2.20.030, the municipal court judge shall be appointed by the city manager, subject to confirmation by the City Council.

AGENDA CATEGORY: Appointment

PROPOSED BY: Executive

RECOMMENDED MOTION: Confirm the appointment of Thomas Alpaugh as Municipal Court Judge and authorize the City Manager to execute an associated employment agreement for years 2024-2025 in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The Municipal Judge position was advertised, resulting in 17 applications. Candidates were invited to participate in a forum held by the Kitsap County Bar Association, and finalists attended a panel interview.

Thomas Alpaugh has been the Public Defender for the Municipal Court since 1992. He acted as Poulsbo Public Defender for 7 years and served on occasion as Judge Pro-Tem for the Poulsbo and Bremerton Municipal Courts. He received his law degree from University of Puget Sound. He also has degrees from University of Washington and Seattle University. He is a long-time Bainbridge Island resident.

The rate of compensation is consistent with past practice for the position. The city will pay half of 90% of a Washington State District Court Judge's salary.

A formal ceremonial swearing in ceremony is scheduled for February 13, 2024.

ATTACHMENTS:

[Bainbridge Island Municipal Court Judge Employment Agreement.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

**MUNICIPAL COURT JUDGE EMPLOYMENT AGREEMENT
FOR YEARS 2024-2025**

THIS MUNICIPAL COURT JUDGE EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Bainbridge Island, Washington, a municipal corporation of the State of Washington (“City”), and Thomas S. Alpaugh (“Municipal Court Judge”).

WHEREAS, the City is a municipality organized under the laws of the State of Washington; and

WHEREAS, the City Manager, as the chief administrative official of the City, appoints the Municipal Court Judge, and the City Council confirms the Municipal Court Judge; and

WHEREAS, the City Manager has appointed Thomas S. Alpaugh as the Municipal Court Judge to fill the remainder of an unexpired term caused by a vacancy in the position, in accordance with and under Bainbridge Island Municipal Code (“BIMC”) Chapter 2.20, subject to confirmation by the City Council; and

WHEREAS, the City recognizes the Bainbridge Island Municipal Court as an independent branch of government. Nothing in this contract is intended to be inconsistent with the Washington Constitution, state law, or municipal law governing the judicial branch of government; and

WHEREAS, the City desires to provide certain benefits, establish certain conditions of employment, and set the general working conditions for the Municipal Court Judge; and

WHEREAS, Thomas S. Alpaugh desires to serve as Municipal Court Judge for the City in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants therein contained the parties agree as follows:

1. DUTIES

A. The City agrees to employ the services of the Municipal Court Judge to preside over the Municipal Court in accordance with Chapter 2.20 BIMC and Chapter 3.50 RCW.

B. The Municipal Court Judge agrees to become an employee and act as the Municipal Court Judge for the City and to perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and to comply with all general rules and regulations established by the State of Washington and the City.

C. The Municipal Court Judge declares that they are qualified to serve as a Municipal Court Judge in that they are a citizen of the United States and of the State of Washington, and an attorney admitted to practice law before the courts of record of the State of Washington.

- D. The Municipal Court Judge shall abide by the Code of Judicial Conduct and Washington State Court Rules.

2. STATUS AND TERM

- A. The Municipal Court Judge shall serve the remainder of the unexpired term caused by a vacancy in the position, commencing upon February 12, 2024, and terminating December 31, 2025, unless otherwise amended by the parties.
- B. The position of Municipal Court Judge is fifty percent of a full-time equivalent (part-time) appointed position.

3. JUDGE'S RIGHT TO RESIGN OR TERMINATE AGREEMENT

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Municipal Court Judge to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 8 of this Agreement.

4. SALARY

Reflecting the fact that the position of Municipal Court Judge is part-time, the City agrees to pay the Municipal Court Judge a salary of fifty percent (50%) of 95% of a Washington State District Court Judge's salary, as adjusted on July 1 of each year by the Washington Citizen's Commission on Salaries for Elected Officials, payable in equal installments at the same time as other employees of the City. As of the Effective Date of this Agreement, the Municipal Court Judge will be receiving a monthly salary of Eight Thousand One Hundred Ninety-Three Dollars and Twenty-Eight Cents (\$8,193.28), which shall be increased to a monthly salary of Eight Thousand Six Hundred Two Dollars and Ninety-Three Cents (\$8,602.93) effective July 1, 2024.

5. BENEFITS

- A. The Municipal Court Judge shall not have a car allowance; however, a City vehicle will be available for trips over fifty (50) miles in total distance. If the Municipal Court Judge uses their own vehicle for trips related to City business, the City shall reimburse the Municipal Court Judge for such use in accordance with the then-current IRS approved mileage rate.
- B. The City shall provide the Municipal Court Judge with a cell phone. The Municipal Court Judge shall use said cell phone in accordance with City policies regarding such use.
- C. The City shall pay fifty percent (50%) of the medical insurance premiums for the Municipal Court Judge. The City shall pay fifty percent (50%) of the medical insurance premiums for the Municipal Court Judge's spouse and dependents.
- D. The City shall make available to the Municipal Court Judge, their spouse, and their dependents the same dental insurance and vision plan that is provided to non-represented employees of the City. The City shall pay fifty percent (50%) of the premiums for said dental

insurance plan and one hundred percent (100%) of the premiums for said vision plan for the Municipal Court Judge, their spouse, and their dependents.

E. The City shall make available to the Municipal Court Judge, their spouse, and their dependents the same Employee Assistance Plan that is made available to non-represented employees of the City, provided the Municipal Court Judge is covered by a City-sponsored medical insurance program. The City shall pay one hundred percent (100%) of the premiums for said Employee Assistance Plan for the Municipal Court Judge, their spouse, and their dependents.

F. The City shall pay one hundred percent (100%) of the premium for term life insurance in the amount of Forty Thousand Dollars (\$40,000.00). The Municipal Court Judge shall name the beneficiary(ies) of said term life insurance. The Municipal Court Judge shall have the option to purchase additional life insurance if desired.

G. The City shall pay one hundred percent (100%) of the premiums for long-term disability insurance for the Municipal Court Judge with a 90 day waiting period.

6. RETIREMENT

The Municipal Court Judge is enrolled in the Public Employee Retirement System of Washington ("PERS") and the City shall make all legally required City contributions for the Municipal Court Judge's participation in said system. The Municipal Court Judge shall be responsible for paying all legally required employee contributions for the Municipal Court Judge's participation in said retirement system.

In addition to base salary paid by the City to the Municipal Court Judge, the City agrees to pay a match of up to two hundred dollars (\$200) per month into an Internal Revenue Service Code Section 457 plan program in accordance with the City's usual payroll schedule.

7. VACATION, SICK, AND MANAGEMENT LEAVE

The Municipal Court Judge shall accrue prorated vacation leave based on years of service as provided in the City's Employee Manual. The Municipal Court Judge is entitled to accrue all unused vacation leave, up to a maximum of three-hundred twenty (320) hours. Upon termination of employment, accrued but unused vacation leave shall be paid to the Municipal Court Judge.

The Municipal Court Judge shall accrue prorated sick leave at a rate of four (4) hours per month. The Municipal Court Judge is entitled to accrue all unused sick leave, up to a maximum of one-thousand forty (1,040) hours. Upon termination of employment for any reason, any accrued unused sick leave shall be forfeited and shall not be paid in cash.

On January 1 of each year, the Municipal Court Judge shall be credited with twenty-four (24) hours of management leave, which may not be carried over annually.

8. RESIGNATION AND TERMINATION

- A. The Municipal Court Judge may resign at any time, with or without cause, and shall give the City at least thirty (30) days' advance written notice of the effective date of their resignation.
- B. The Municipal Court Judge shall be removed only by action of the Commission of Judicial Conduct and the Supreme Court as provided in Article IV, Section 31 of the Washington Constitution and in accordance with BIMC 2.20.150 and RCW 3.50.095.
- C. It is understood that after notice of termination or resignation in any form, the Municipal Court Judge and the City will cooperate to provide for an orderly transition.

9. HOURS OF WORK

The Municipal Court Judge shall be available as needed to provide the Municipal Court services in accordance with Chapter 2.20 BIMC and Chapter 3.50 RCW. The parties recognize that the Municipal Court Judge will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

10. PROFESSIONAL DEVELOPMENT

The City shall budget and pay for the professional dues and subscriptions of the Municipal Court Judge and associated costs (including travel, lodging, and meal expenses) reasonably necessary for their continuation and full participation in regional, state, and local associations and organizations that are necessary and desirable for their continued professional participation, growth, and advancement and in order to better serve the interests of the City.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager may fix in writing any such other terms and conditions of employment, as the City Manager may determine from time to time, relating to the performance of the Municipal Court Judge, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable federal, state, or local law. All provisions of the Bainbridge Island Municipal Code, City ordinances, City regulations, City rules, and the Employee Manual, as they now exist or thereafter may be amended, shall also apply to the Municipal Court Judge as they would to other employees of the City, except as may be specifically agreed upon therein.

12. INDEMNIFICATION

Beyond that required under federal, state, or local law, the City shall defend, hold harmless, and indemnify the Municipal Court Judge against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Municipal Court Judge's duties or resulting from the exercise of judgment or discretion in connection with the performance of program duties or

responsibilities, unless the act or omission involved willful or wanton conduct. The Municipal Court Judge may request, and the City shall not unreasonably refuse to provide, independent legal representation at the City's expense. Legal representation, provided by the City for the Municipal Court Judge, shall extend until a final determination of the legal action, including any appeals brought by either party. The City shall indemnify the Municipal Court Judge against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including reasonable attorneys' fees and any other liabilities incurred by, imposed on, or suffered by the Municipal Court Judge in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of their duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this section, to be available. The Municipal Court Judge recognizes that the City shall have the right to compromise and settle any claim or suit arising out of, or in connection with, the performance of the Municipal Court Judge's duties.

13. MISCELLANEOUS PROVISIONS

A. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of the provisions of the Agreement.

B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision thereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

C. Rights and Remedies. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

D. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters therein set forth and supersedes all prior agreements between the parties thereto respecting such matters.

E. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

F. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.

G. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

H. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

J. Notices. All notices and demands of any kind which either party thereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, by leaving a copy of such notice or demand at the address thereafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

To the City:

City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Municipal Court Judge:

The Honorable Thomas S. Alpaugh
600 Winslow Way East, Suite 131
Bainbridge Island, WA 98110

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

K. Appropriations. No commitment of public funds will be made prior to the approval of this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the City Council for the performance of this Agreement. If the City Council determines that there will be insufficient funds available for the performance of this agreement, the City Council shall provide 90 days' notice to the Municipal Court Judge and engage in good faith efforts to renegotiate this contract. If sufficient appropriations are not made after the required notice and efforts to renegotiate, this Agreement shall terminate. Termination of this Agreement does not result in the removal of the Municipal Court Judge. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by the Municipal Court Judge or the City. The City's decision as to whether sufficient appropriations are available shall be accepted by the Municipal Court Judge and shall be final.

L. Effective Date. The effective date of this Agreement (“Effective Date”) shall be February 12, 2024.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager and the Municipal Court Judge has signed and executed this Agreement, both in duplicate, as of the later of the signature dates included below.

MUNICIPAL COURT JUDGE

CITY OF BAINBRIDGE ISLAND

Date: 2-11-24

Date: _____

By: 

By: _____

Thomas S. Alpaugh, Municipal Court Judge

Blair King, City Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Maintain Current Zoning Regulations by Adopting Ordinance No. 2024-01 Extending Ordinance No. 2021-10 Limiting Bonus Floor Area Ratio Options until the Completion of the Winslow Subarea Plan - Planning,

SUMMARY: Per Council direction, Ordinance No. 2021-10 reduced options for achieving bonus floor area ratio (FAR) in Winslow; it is set to expire on March 10, 2024. If it expires, the options for achieving bonus FAR that had been eliminated by the ordinance would be added back into the code and become available to be utilized through land use and building permits.

City staff recommend extending Ordinance No. 2021-10 for an additional twelve months by adopting Ordinance No. 2024-01. This recommendation recognizes that development standards such as FAR will be evaluated and likely revised as part of the ongoing update to the Winslow Subarea Plan.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: Adopt Ordinance No. 2024-01 extending Ordinance No. 2021-10 for twelve months.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: This regulation is related to the amount of residential, commercial, or mixed-use development that can be built within Winslow. In 2020, the City Council reduced FAR bonus options, except related to affordable housing and promoting underground parking near the ferry terminal. Analyzing FAR standards is a central component of development standards updates within the subarea planning process.

ATTACHMENTS:

[Ordinance No. 2024-01 Relating to Revising Bonus Floor Area Regulations.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2024-01

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to bonus floor area ratio, amending Ordinance No. 2021-10 to extend the sunset provision provided for in the terms of the ordinance by one year.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt zoning controls and other regulations related to land uses; and

WHEREAS, the City Council passed Ordinance No. 2021-10 relating to bonus floor area ratio on August 24, 2021, with an effective date of September 10, 2021; and

WHEREAS, Section 8 of Ordinance No. 2021-10 provided that the ordinance shall sunset one year from the effective date of the ordinance; and

WHEREAS, on June 28, 2022, the City Council approved Ordinance No. 2022-16, extending the sunset provision in Ordinance No. 2021-10 by eighteen months, until March 10, 2024, to provide for sufficient time to appropriately consider potential changes to bonus floor area ratio policies through the update to the Winslow Subarea Plan; and

WHEREAS, the City is in the middle of the update to the Winslow Subarea Plan, including analyzing how development standards could be modified to better meet City housing and transportation goals, and this work will not be completed prior to March 10, 2024, the current sunset date for Ordinance No. 2021-10; and

WHEREAS, the City Council provided direction at its regular business meeting on January 23, 2024, that it desired to extend the sunset provision of Ordinance No. 2021-10 by one year, until March 10, 2025, to provide for sufficient time to complete the update to the Winslow Subarea Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 8 of Ordinance No. 2021-10 is hereby amended to read as follows:

Section 8. The amendments to the Bainbridge Island Municipal Code approved by this ordinance shall sunset ~~two~~three years and six months from the effective date of this ordinance.

Section 2. 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 3. 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 January, 2024.

APPROVED by the Mayor this ____ day of January, 2024.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	January 19, 2024
PASSED BY THE CITY COUNCIL:	January ____, 2024
PUBLISHED:	_____, 2024
EFFECTIVE DATE:	_____, 2024
ORDINANCE NUMBER:	2024-01



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME:

AGENDA ITEM: Acceptance of a \$39,777 Grant from the Washington State Department of Ecology's Waste Reduction and Recycling Education Grant Program, Approval of a Cash Match of \$13,259, and Authorization of the Execution of a Contract with Washington State Department of Ecology (\$53,036, General Fund) - Executive

SUMMARY: The Washington State Department of Ecology (DOE) offered funding in September 2023, to local governments for local education programs designed to help the public with litter control, waste reduction, recycling, or composting. The City applied for \$39,777 in grant funding with a \$13,259 City match for a project total of \$53,036. The goal of this project is to divert food waste and home compostable containers from the landfill by informing residents about the City's waste reduction regulations, hosting and participating in community events regarding waste reduction, and implementing a pilot program for countertop food waste collection buckets. The City received notification of grant funding in November 2023. As this grant's inclusion was not accounted for in the 2023-2024 biennium budget, the City Council must authorize a relevant budget amendment of \$53,036 to commence education and outreach efforts associated with this project.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute a contract in substantially the form attached with Washington State Department of Ecology, and effectuate a budget amendment of \$53,036 to include \$39,777 in grant funds and \$13,259 from General Funds.

COMMUNITY ENGAGEMENT AND OUTREACH: This grant is intended to assist with community outreach, education, and engagement.

FISCAL IMPACT:

Amount:	\$53,036
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: In November 2021, the City Council adopted Ordinance No. 2021-24 updating Bainbridge Island Municipal Code (BIMC) 8.24 regarding Disposable Food Service Ware and Waste Reduction. A key provision of the requirements in BIMC 8.24, which were updated with Council adoption of Ordinance No. 2023-24 in September 2023, requires food retail businesses to provide home compostable disposable food service ware for specific to-go food service ware items. Home compostable food service ware can easily break down in a backyard compost since it is made from natural materials like wood, paper, and sugarcane. Home

compostable products also conform to the standards outlined in Chapter 82.19 of the Revised Code of Washington (RCW).

The Washington State Department of Ecology (DOE) offered funding in September 2023 to local governments for local education programs aimed at assisting the public with litter control, waste reduction, recycling, and composting. The City applied for \$39,777 in grant funding with a \$13,259 City match for a project total of \$53,036. The goal of this project is to divert food waste and home compostable containers from the landfill by informing residents about the City's waste reduction regulations, hosting and participating in community events regarding waste reduction, and implementing a pilot program for countertop food waste collection buckets. The City received notification of grant funding in November 2023. This application was highly competitive, and the City was one of thirteen local organizations selected to receive funding. As this grant's inclusion was not accounted for in the 2023-2024 biennium budget, the City Council must authorize a relevant budget amendment of \$53,036 to commence education and outreach efforts associated with this project.

To effectively educate the community on updates to waste reduction requirements for Bainbridge Island in 2024, the City plans to develop a range of educational materials focused on key messages, including: the purpose of the waste reduction regulations, the importance of reducing single-use disposable waste, the characteristics of home compostable products, specific food service ware requirements for Island businesses, and the climate benefits associated with diverting home compostable items and organic materials (including food waste) from the landfill. To reach a wide audience, the City intends to design a one-page informational sheet that can be posted at homes or sent via mail, magnets that can be attached to metallic surfaces (e.g., refrigerators), and stickers to be placed on countertop food waste collection buckets. These materials are intended for long-term use and retention, not immediate disposal.

The City also plans to distribute 100 countertop buckets for collecting food waste free of charge to residents. The goal is for residents to utilize these buckets for the proper disposal of food waste and household paper and paper products, which can then be placed in their yard waste bins or home compost piles. Bainbridge Disposal, the designated waste hauler for the island, accepts home compostable materials and food waste for composting. To assess the effectiveness of the educational campaign and gauge residents' composting behaviors, residents will be asked to answer questions about their current composting habits and then complete a follow-up survey approximately six months after receiving the countertop buckets.

To maximize the reach of this information and engage the community, the City plans to collaborate with BI Zero Waste to conduct a community workshop and participate in recurring local events, such as the Bainbridge Island Farmer's Market and the Bainbridge Island Moonlight Market. These venues will provide opportunities to educate residents about the waste reduction regulations and distribute educational materials. The City will also place educational materials in high-traffic areas across the Island.

Education and outreach associated with this project is set to begin in May 2024 and conclude by May 2025. From January 2024 to May 2024, staff will develop the educational materials and obtain program supplies. From May 2025 to June 2025, staff will analyze the outreach data and prepare a report for the Department of Ecology. The City considers the success of this education campaign contingent upon the collection of comprehensive outreach data. This data will include the number of events attended where information was distributed, the level of engagement from island residents at these events, any changes in composting behavior resulting from the countertop food waste collection bucket pilot program, and the overall increase in resident knowledge regarding

organic material diversion methods and the City's waste reduction regulations. To gather this data, an open survey will also be conducted.

ATTACHMENTS:

[City of Bainbridge Island Waste Reduction and Recycling Education Grant Final Draft Agreement.pdf](#)

FISCAL DETAILS: A budget amendment will be brought in 2024 for \$53,036 (\$39,777 in grant funding and \$13,259 in match from the City's General Fund).

Fund Name(s): General Fund

Coding:

Agreement No. SWMWRRED-2024-BainIs-00051

SOLID WASTE MANAGEMENT WASTE REDUCTION AND RECYCLING EDUCATION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BAINBRIDGE ISLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF BAINBRIDGE ISLAND, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Bainbridge Island
Total Cost:	\$53,036.00
Total Eligible Cost:	\$53,036.00
Ecology Share:	\$39,777.00
Recipient Share:	\$13,259.00
The Effective Date of this Agreement is:	01/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Solid Waste Education

Project Short Description:

The City of Bainbridge Island will spend \$53,036.00 to reduce food waste, household paper and paper products, and fiber containers made of synthetic material that end up in the landfill by educating island residents about the City’s waste reduction ordinance, hosting and attending community events to spread awareness, and implementing an organic material pail program.

Project Long Description:

See Task Scope of Work

Overall Goal:

The goal of the Waste Reduction Recycling and Education grant program is to help the public with litter control, waste reduction, recycling, and composting.

DRAFT

RECIPIENT INFORMATION

Organization Name: CITY OF BAINBRIDGE ISLAND

Federal Tax ID: 91-6001663
UEI Number: MVJ5FL57TU13

Mailing Address: 280 Madison Ave N
Bainbridge Island, WA 98110

Organization Fax: (206) 780-3724

Contacts

Project Manager	Adam Nebenzahl 280 Madison Ave N Bainbridge Island, Washington 98110 Email: anebenzahl@bainbridgewa.gov Phone: (206) 780-3724
Billing Contact	Ellen Schroer Deputy City Manager 280 Madison Ave N Bainbridge Island, Washington 98110 Email: eschroer@bainbridgewa.gov Phone: (206) 780-3724
Authorized Signatory	Adam Nebenzahl 280 Madison Ave N Bainbridge Island, Washington 98110 Email: anebenzahl@bainbridgewa.gov Phone: (206) 780-3724

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Laura Busby PO Box 47600 Olympia, Washington 98504-7600 Email: lbus461@ecy.wa.gov Phone: (360) 280-5088
Financial Manager	Laura Busby PO Box 47600 Olympia, Washington 98504-7600 Email: lbus461@ecy.wa.gov Phone: (360) 280-5088

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

SCOPE OF WORK

Task Number: 1

Task Cost: \$53,036.00

Task Title: Organic Waste Reduction

Task Description:

The City of Bainbridge will educate residents to divert organic waste from the landfill and reduce contamination of compost. This work aligns with the city waste reduction ordinance and utilizes prior experience educating local businesses on this work.

RECIPIENT anticipates performing the following work under this task:

- Work with community partners to create education and outreach materials for distribution through local and social media.
- Sign up residents to participate in an organic material pail collection and compost program. Survey participants to determine participation levels and pounds of organic waste reduced.
- Attend events on Bainbridge Island where residents frequent in order to educate them on organics diversions from landfills.
- Host an open house for residents to learn about organics diversion and home compostable materials.
- Conduct and audit of compost bins to determine contamination rates on Winslow Way.

Contracts – Purchased Services

RECIPIENT may contract for assistance with this task. Reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

Travel Expenses

RECIPIENT must follow the state of Washington travel requirements prescribed in Chapter 43.03 RCW and Chapter 10 of the State Administrative & Accounting Manual from the Office of Financial Management. Travel costs, including per diem, are reimbursed to Washington State rates.

Promotional Materials

This task includes developing and distributing promotional materials in various formats. Following General Terms and Conditions 3 and 19 of this agreement, RECIPIENT is encouraged to work with their Ecology Grant Manager when developing promotional materials. They must provide a draft copy for review and approval no less than ten business days before production and/or distribution of materials.

Project Partners

This project is made possible due to contributions from project partners. Should these partners' commitment change during the agreement's effective dates, the RECIPIENT is still responsible for completing this scope of work. Notify Ecology when project partner commitments change.

Costs

Costs eligible for reimbursement with supporting documentation include those listed in. Additional eligible costs include costs not listed there but pre-approved by the Ecology grant manager in writing.

Agreement No: SWMWRRED-2024-BainIs-00051
 Project Title: City of Bainbridge Island
 Recipient Name: CITY OF BAINBRIDGE ISLAND

Costs Ineligible for Reimbursement

- Costs not supported with required documentation
- Costs not listed or pre-approved in writing by ECOLOGY

Task Goal Statement:

The goal of the Waste Reduction Recycling and Education grant program is to help the public with litter control, waste reduction, recycling, and composting.

Task Expected Outcome:

With the task cost, RECIPIENT expects:

- 100 residents reduce 4,000 pounds of organics from the waste stream while learning about the city's waste reduction ordinance and home composting through the free pail program.
- 1,000 project participants who report an increase in willingness to adopt positive environmental practices after participation in a project activity.
- 500 project participants who increase their positive environmental actions after participation in a project activity as shown through pre- and post-surveys.
- 50 open house attendees that learn about the City's waste reduction ordinance and commit to changes they plan to make for organics diversion as determined by pre and post surveys.
- 10% reduction in contamination of food waste collected by hauler for composting as determined by comparing a 2023 audit with an audit performed in 2025 from Winslow Way.

Recipient Task Coordinator: Adam Nebenzahl

Organic Waste Reduction

Deliverables

Number	Description	Due Date
1.1	Host Steering Committee meeting(s) that result in at least two outreach or educational materials.	06/30/2024
1.2	Attend approximately seven events and distribute outreach materials.	12/30/2024
1.3	Distribute 100 organic pails to residents for composting or for adding to yard/food waste cart that is collected by Bainbridge Disposal.	03/30/2025
1.4	Conduct compost audit; report results.	06/30/2025

BUDGET

Funding Distribution EG240497

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: City of Bainbridge Island

Funding Effective Date: 01/01/2024

Funding Type: Grant

Funding Expiration Date: 06/30/2025

Funding Source:

Title: Waste Reduction, Recycling, and Litter Control Account

Fund: FD

Type: State

Funding Source %: 100%

Description: Litter Tax

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? No

City of Bainbridge Island	Task Total
Organic Waste Reduction	\$ 53,036.00

Total: \$ 53,036.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Bainbridge Island	25.00 %	\$ 13,259.00	\$ 39,777.00	\$ 53,036.00
Total		\$ 13,259.00	\$ 39,777.00	\$ 53,036.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

DRAFT

Agreement No: SWMWRRED-2024-BainIs-00051

Project Title: City of Bainbridge Island

Recipient Name: CITY OF BAINBRIDGE ISLAND

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: SWMWRRED-2024-BainIs-00051
Project Title: City of Bainbridge Island
Recipient Name: CITY OF BAINBRIDGE ISLAND

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:00 PM) Introduce Short Term Rental Ordinance No. 2024-02 (Formerly Ordinance No. 2023-26) - Executive,

SUMMARY: The City Council reviewed a draft short term rental ordinance at its meeting of October 10, 2023. At that time, the City Council directed the City Manager consider further input from interested parties and return to the Council with a revised ordinance. Staff has met and conferred with representatives of the short term rental community, considered their input, and amended the proposed ordinance. The proposed ordinance is endorsed by members of the Bainbridge Island Innkeepers and the Chamber of Commerce (see attachments).

Short term rentals are defined as transient lodging in a residential dwelling of less than thirty days per stay. The issue of short term rentals was first formally brought before the City Council in 2017. The City does not currently regulate short term rentals in residential units other than the standard "conducting business" protocols.

The proposed ordinance establishes a registration system to track the number of short term rentals, ensures the operators pay city taxes and fees, and reinforces existing nuisance regulations. The ordinance does not propose to place a cap on the total number of short term rentals, limit the number of days per year the host can rent the unit, require a minimum night stay, or require a physical inspection of the short term rental.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to forward Ordinance No. 2024-02 adding Chapter 5.38 to the Bainbridge Island Municipal Code to regulate Short Term Rentals in the City, to the February 13th City Council Business Meeting for consideration of adoption.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Short Term Rentals are defined as transient lodging in a residential dwelling for less than thirty days per stay. The City currently does not regulate Short Term rentals in residential units other than the standard "conducting in business" protocols.

In 2018, the Affordable Housing Task Force recommended "the adoption of an ordinance to limit the use of short term rentals on Bainbridge Island." At the February 19, 2019 Study Session, no formal action was taken, however the Council expressed support for moving forward with the recommendation for an ordinance regulating short-term vacation rentals (with no grandfathering/no grace period). In late 2021, the City of Bainbridge Island conducted a National Community Survey that included a question gauging the community's support for greater regulation of short term rentals on Bainbridge Island, in which two-thirds of respondents said they support greater regulation of short term rentals. On May 16, 2023, the City Manager presented the known status of Short Term Rentals in the City, most notably the disparity between the number of Short Term Rental Units and the number of Short Term Rental Business Licenses.

On September 26, 2023, the City Manager introduced to City Council the first draft of the Short Term Rental Ordinance as developed with local Short Term Operators. At the October 10, 2023 Business Meeting, City Council directed the City Manager to continue to work on the Ordinance with the appropriate parties to refine and return back to City Council. The City Manager has met with representatives of the business community and developed the Ordinance presented today. The business community has expressed support for this version of the ordinance.

Key aspects of the ordinance include:

- * Short-term rentals must be registered with the City of Bainbridge Island.
- * An annual short-term rental certificate, in addition to a business license, must be obtained from the City of Bainbridge Island.
- * Short-term rental units must comply with relevant City regulations, including payment of taxes and compliance with BIMC 8.24, Disposable Food Service Ware and Waste Reduction Regulations as it applies to lodging establishments.
- * A complaint process is included.
- * The effective date of the ordinance is September 30, 2024.

The revised draft ordinance includes language with regard to nondiscrimination. This language was absent from previous versions of the proposed ordinance. "No owner or broker shall decline a potential guest, impose different terms or conditions, or discourage or indicate a preference for a guest on the basis of race, color, creed, religion, sex, gender, sexual orientation, gender identity, ancestry, disability, use of a trained dog guide or service animal by a person with a disability, veteran or military status, familial status, national origin, citizenship, immigration status, or lawful business relationship."

ATTACHMENTS:

[Ordinance No. 2024-02 \(Formerly Ordinance No. 2023-26\) Short-Term Rentals for CC 01232024](#)

[Email of Support from Bainbridge Innkeepers 01172024](#)

[Email of Support from Stefan Goldby, Bainbridge Chamber of Commerce.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2024-02
(Formerly Ordinance No. 2023-26)

AN ORDINANCE of the City of Bainbridge Island, Washington, adding chapter 5.38 to the Bainbridge Island Municipal Code regulating short-term rental units, requiring owners of short-term rental units to obtain a short-term rental certificate, imposing operational standards, and providing penalties.

WHEREAS, the short-term rental of residential properties for vacations and other uses has become increasingly popular in recent years, and

WHEREAS, short-term rental units are most commonly booked through third-party internet hosting platforms such as Airbnb and Vrbo, but the same can also be booked through online platforms including but not limited to Expedia, Zillow, Craigslist, Facebook, Hotwire, etc, or directly with a homeowner or tenant, and

WHEREAS, short-term rentals contribute to the community's economic vitality, provide needed visitor accommodations, and enable homeowners to generate income from their property, but also have potential impacts on housing stock, neighborhood character, and quality of life for residents, and

WHEREAS, short-term rentals are subject to the City of Bainbridge Island's lodging tax and the City needs a mechanism for identifying short-term rentals and ensuring that the owners of such properties comply with the lodging tax regulations, and

WHEREAS, requiring a short-term rental certificate to operate a short-term rental unit would enable the City to track such properties, ensure compliance with lodging tax regulations, and ensure compliance with operational standards that strike a balance between the economic benefits and potential impacts of short-term rentals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Short-term Rentals. A new chapter 5.38 is added to the Bainbridge Island Municipal Code (BIMC) to read as follows:

Chapter 5.38
SHORT-TERM RENTALS

Sections:

- | | |
|-----------------|---|
| 5.38.010 | Purpose. |
| 5.38.020 | Definitions. |
| 5.38.030 | Short-term Rental Certificate Required. |
| 5.38.040 | Nondiscrimination |
| 5.38.050 | Application and Issuance of Certificate. |

- 5.38.060 Advertising and Operational Requirements.**
- 5.38.070 Payment of Taxes and Fees.**
- 5.38.080 Denial, Suspension, and Revocation of Certificate.**
- 5.38.090 Penalties and Enforcement.**

5.38.010 Purpose. The purpose of this chapter is to identify the number of short-term rental units in the city, to ensure that the owners of such short-term rentals pay city taxes and fees, and to establish common sense quality of life protections for residents and short-term rental owners.

5.38.020 Definitions. As used in this chapter, the following terms have the meanings set forth below:

- A. “Agent” means any person or entity authorized to act on behalf of the owner of a short-term rental unit.
- B. “Broker” means any person or entity that offers, lists, advertises, accepts reservations for, and/or collects whole or partial payment for a short-term rental unit, including but not limited to, on-line websites, on-line travel agencies, and on-line booking agents.
- C. “Owner” means the person or entity who holds legal or equitable title to a short-term rental.
- D. “Short-term rental” means the rental of any legally permitted residential dwelling unit, as that term is defined in BIMC 18.36.030, for occupancy for a period of not more than 30 consecutive days.
- E. “Short-term rental unit” means the residential dwelling unit being rented or offered for short-term rental. Rooms at hotels and inns are not short-term rental units for purposes of this chapter.

5.38.030 Short-term Rental Certificate Required. It is unlawful for any owner, agent, or broker to rent or offer to rent a short-term rental unit in the City of Bainbridge Island without first obtaining a short-term rental certificate from the city. A separate certificate is required for each short-term rental unit that will be separately rented or offered for rent.

5.38.040 Nondiscrimination. No owner or broker shall decline a potential guest, impose different terms or conditions, or discourage or indicate a preference for a guest on the basis of race, color, creed, religion, sex, gender, sexual orientation, gender identity, ancestry, disability, use of a trained dog guide or service animal by a person with a disability, veteran or military status, familial status, national origin, citizenship, immigration status, or lawful business relationship.

5.38.050 Application and Issuance of Short-term Rental Certificate.

- A. Application Contents. The owner or the owner's authorized agent may apply for a short-term rental certificate by submitting an application on a form provided by the city. The application form shall provide the following information:
1. The name, address, and telephone number of the owner of the short-term rental unit.
 2. If the short-term rental unit is located at the primary residence of the owner, which the owner will continue to occupy during the short-term rental.
 3. If applicable, the name, address, and telephone number of the owner's authorized agent for rental of the short-term rental unit.
 4. A list of addresses of any and all additional short-term rentals operated by the owner on Bainbridge Island.
 5. The address and county plat number of the proposed short-term rental unit, all internet listing sites for the short-term rental, and all listing numbers.
 6. The number of rooms in the short-term rental unit and the allowed occupancy stated on the listing platforms or internet sites.
 7. The number of existing on-site parking spaces designated for the exclusive use of the short-term rental unit.
 8. The name, address, and telephone number of a local contact person who shall be available 24 hours per day, seven days per week for the purpose of responding within 60 minutes to complaints regarding the condition and operation of the short-term rental unit or the conduct of occupants of the short-term rental unit or their guests.
 9. A statement, prepared by the owner and submitted with the application, confirming the owner's intention to operate a short-term rental unit, the planned number of days per year the unit will be available for rent, whether the owner will reside on the property while a portion of it is available as a short-term rental unit, whether the owner occupies the short-term rental unit in its entirety for part of the year, and if they intend to use a property management company.
 10. The written consent of any applicable homeowners' association or condominium owners' association to the use of the residential dwelling unit as a short-term rental unit.

11. A certification by the owner of the proposed short-term rental unit, under penalty of perjury, that all information contained in and provided with the application is true and accurate.
 12. Such other information as the city manager or designee deems necessary to administer this chapter.
- B. Application and Mailing Fees. The application shall be accompanied by a nonrefundable application fee in an amount established by resolution of the city council. The application fee shall be no greater than is necessary to defray the city's costs of processing the application. In addition to the application fee, the application shall be accompanied by a fee sufficient to cover the cost of mailing the statement referred to in BIMC 5.38.050(A)(9) to all the residents and owners of property within 300 feet.
 - C. Mailing of Notice. The City shall mail a copy of the statement prepared by the owner and submitted with the application to all residents and owners of property within 300 feet. The City will also provide an opportunity for the owner to include an optional personal message for all impacted neighbors. Short-term rental units that are the primary residence of the owner and which the owner continues to occupy during the short-term rental are exempt from the requirements of this subsection.
 - D. Granting of Application. The short-term rental certificate shall be granted unless the grounds for denial, suspension, or revocation set forth in BIMC 5.38.080 exist or the applicant fails to demonstrate the ability to comply with the provisions of this chapter or other applicable rules and regulations.
 - E. Term of Certificate. Short-term rental certificates shall be valid for one year, from January 1 through December 31. The fee will be prorated by month for the first year of application. Certificates must be renewed annually for so long as the short-term rental unit remains rented or offered for rent.
 - F. Contents of Certificate. The short-term rental certificate shall state the maximum number of overnight occupants permitted to stay in the unit, the maximum number of vehicles allowed, and a 24-hour, seven day per week, local phone number of the owner/agent responsible for the short-term rental unit.
 - G. Change of Ownership. The short-term rental certificate shall be personal to the owner and shall not be transferable to any other person or entity. Within 14 days of any change of ownership of the short-term rental unit or the property on which it is located, or within 14 days of any conveyance that materially changes the ownership interest in the short-term rental unit or the property, a new application for a short-term rental certificate must be filed to continue

operation of the short-term rental. The new application shall be accompanied by the required application fee.

- H. Certificate Additional. The short-term rental certificate shall be in addition to the business license required by BIMC 5.04 or any other permit required by the city.

5.38.060 Advertising and Operational Requirements. The following requirements apply to the operation of all short-term rental units:

- A. Listing to Include Certificate Number. All advertisements and online listings for short-term rental units shall include the short-term rental certificate number.
- B. Interior Display of Short-term Rental Certificate. The owner or agent shall affix the short-term rental certificate in a highly visible location, within six feet of the main entry door of the short-term rental unit to which it applies.
- C. Exterior Display of Notice. A notice provided by the City containing a 24-hour, seven day per week, local contact name and phone number of the owner or agent responsible for the short-term rental unit, the number of bedrooms, the maximum number of occupants permitted to stay in the unit, and the maximum number of vehicles allowed shall be posted by the owner or agent in a readily visible location on the exterior of the short-term rental unit. The notice shall be a standardized design with a minimum size of four inches by six inches. The notice shall be in plain view of the general public and shall be maintained in good condition by the owner or agent. Short-term rental units that are the primary residence of the owner and which the owner continues to occupy during the short-term rental are exempt from the requirements of this subsection.
- D. Special Events. Weddings, corporate events, commercial functions, and other similar events are allowed. Any such events that cause traffic, parking, noise, disorderly conduct, or other impacts in excess of those associated with a residential dwelling unit are prohibited at the short-term rental unit or on the property on which the short-term rental unit is located.
- E. Permitted Occupancy. The owner or agent shall limit the overnight occupancy of the short-term rental unit to no more than a cumulative total per short-term rental unit of two persons per room plus one additional person per unit (excluding bathrooms, storage rooms, mud rooms, hallways, or other areas not normally associated with overnight occupancy). In addition, the occupancy shall not exceed the stated occupancy listed for the property on the listing platform. All other applicable occupancy laws shall apply.

- F. Parking, Trash/Refuse Regulations and Avoidance of Public Nuisance. Owners must ensure that overnight guests comply with all applicable City of Bainbridge Island regulations and ordinances related to parking, trash and refuse, and noise, including, but not limited to, BIMC 10.08, BIMC 8.16, and BIMC 9.70.
- G. Disposable Food Service Ware and Waste Reduction Regulations. Owners and agents must comply with the provisions of BIMC 8.24 as they apply to lodging establishments.

5.38.070 Payment of Taxes and Fees. Owners, agents, or brokers of short-term rentals shall collect and remit to the Washington State Department of Revenue all lodging excise taxes imposed by BIMC 3.65 for short-term rental units located in the City of Bainbridge Island. Where owners, agents or brokers collect lodging excise taxes for properties located both within and outside the City of Bainbridge Island, such owners, agents, or brokers shall clearly identify to the state those lodging excise taxes collected for short-term rental units located in the city. Owners, agents, and brokers shall also be responsible for collection and payment of all other applicable taxes and fees imposed by the city or any other unit of government, including but not limited to any Tourism Promotion Area or Business Improvement District, regardless of whether the short-term rental unit is occupied by the owner.

5.38.080 Complaint, Verification, and Hearing Process

- A. The City shall provide a system for citizen complaints about short-term rentals to be submitted for review by the city manager or designee. Any such complaint must be accompanied by evidentiary material, such as time stamped photos, recordings, or statements. All citizen complaints will be verified by the city manager or designee.
- B. Denial, Suspension, or Revocation. In addition to any other remedy provided by this chapter or by any other provision of the city code or other law, the city manager or designee may deny a short-term rental certificate, and if already issued, may suspend or revoke the same, subject to the right to appeal to the City Council as provided in this section.
- C. Grounds. The city manager or designee for deny, suspend, or revoke a short-term rental certificate when there is substantial evidence to support any of the following grounds:
 - 1. If complaint(s) to the City of violation(s) of this ordinance have been verified and deemed reasonable by the city manager or designee (see 5.38.080.A).

2. If a material misrepresentation or false or misleading information was included on the application for the short-term rental certificate.
 3. If the short-term rental unit or the use thereof for short-term rentals is in violation of any state or local law, rule, or regulation, including but not limited to, any zoning, building, health, sanitation, safety, or occupancy law, rule, or regulation.
 4. If the owner, broker, or agent has violated any provision of this chapter, any other applicable provision of the city code, or any other state or local law, rule, or regulation in the rental, offer for rental, or use of the short-term rental unit; or
 5. If the owner, broker, or agent is delinquent in the payment of any outstanding fees, assessments, or taxes owed to the city related to the short-term rental unit or the property on which the unit is located.
- D. Suspension or revocation. The city manager or designee shall consider the nature and severity of the violation, whether the violation was intentional or inadvertent, the impacts of the violation, whether the violation is a first or repeated offense, and any other factor deemed relevant by the city manager or designee in determining whether a temporary suspension of the short-term rental certificate is appropriate or whether the certificate should be revoked.
- E. Procedure. Prior to denying, suspending, or revoking a short-term rental certificate, the city manager or designee shall provide the applicant or certificate holder with at least 10 calendar days' advance written notice of the city manager's or designee's intent to consider denial, suspension, or revocation, together with the date, time, and location of a meeting at which the applicant or certificate holder will be given a reasonable opportunity to present reasons to the city manager or designee why the certificate should not be denied, suspended, or revoked. The meeting may be rescheduled with the mutual consent of the city manager or designee and the applicant or certificate holder. Upon completion of the meeting if the meeting is held, or upon the failure of the applicant or certificate holder to attend the meeting, the city manager or designee shall make a final decision on denial, suspension, or revocation, and shall issue such decision in writing, with a copy mailed to the applicant or certificate holder. The denial, suspension, or revocation shall not become final, and any certificate that has been issued shall remain valid, until the city manager or designee makes a final decision as provided in this subsection and the appeal period provided in subsection F below has elapsed.
- F. Appeal of Decision. The decision of the city manager or designee to deny, suspend, or revoke a short-term rental certificate is appealable to the city council. All appeals must be filed in writing with the city clerk within 20 calendar days of the issuance of the decision of the city manager or designee

and must be accompanied by a nonrefundable appeal fee in an amount established by city council resolution. The decision of the city manager or designee shall be stayed by the filing of the appeal and any certificate that has been issued shall remain valid until the appeal is decided by the city council. The city council shall fix a date to hear the appeal and shall provide notice of the hearing to the appellant at least 10 calendar days in advance of the hearing date. The city council shall uphold the decision of the city manager or designee unless the decision is not supported by substantial evidence or is clearly erroneous. The city council shall issue a written decision. The decision of the city council shall be final, subject only to a writ of certiorari being filed with the Kitsap County superior court within 14 calendar days following the date the written decision is issued.

- G. **Public Notice of Suspension or Revocation.** If a short-term rental certificate is suspended or revoked as provided in this section, notification of the suspension or revocation shall be provided by the city to all residents or property owners within 300 feet of the short-term rental. Notice may be provided by mailing or by any other means deemed appropriate by the city, such as but not limited to posting the notice on the city's webpage.
- H. **Prohibited Operations.** If a short-term rental certificate is suspended or revoked, the owner and agent shall immediately cease renting or offering to rent the short-term rental unit as a short-term rental. Brokers shall also immediately cease offering, listing, advertising, accepting reservations for, and/or collecting whole or partial payment of rents for the short-term rental unit. If the certificate is suspended, operation of the short-term rental and the related activities of the owner, agent, and broker may resume only upon the lifting of the suspension. If the certificate is revoked, such operation and activities shall not resume until a new certificate is applied for and issued. A new certificate may not be applied for until a period of twelve months has passed from the date of the revocation decision.

5.38.090. Penalties and Enforcement. Any person or entity violating any provision of this chapter shall have committed a civil infraction and shall be assessed a monetary penalty as provided in BIMC 1.24.020. A person or entity violating any provision of this chapter shall have committed a separate civil infraction for each day or portion of which the violation is committed, continued, or permitted and is punishable accordingly.

Section 4. 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 5. Effective Date. This ordinance shall take effect and be in full force on September 30, 2024, which is more than five (5) days from its passage and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Joe Deets, Mayor

ATTEST/AUTHENTICATED:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 2024-02

From: **Bainbridge Innkeepers Forum** <bainbridgeinnkeepers@gmail.com>
Date: Wed, Jan 17, 2024 at 9:41 AM
Subject: RE: January 10th Version of Proposed Short Term Rental Ordinance
To: <citymanager@bainbridgewa.gov>
Cc: <bfantroy-johnson@bainbridgewa.gov>, <khytopoulos@bainbridgewa.gov>, <ideets@bainbridgewa.gov>, <amathews@bainbridgewa.gov>, <cmoriwaki@bainbridgewa.gov>, <jquitslund@bainbridgewa.gov>, <lschneider@bainbridgewa.gov>, <eschroer@bainbridgewa.gov>, <dpitts@bainbridgewa.gov>, <lshear@bainbridgewa.gov>, Christine Cochran <ccochran1@live.com>, Stefan Goldby <stefan@bainbridgechamber.com>

17 January 2024
Blair King, City Manager
280 Madison Avenue N.
Bainbridge Island, WA 98110

Dear Mr. King ~

We are writing regarding the latest version of the draft ordinance governing short term rentals (STRs) as presented at a meeting at City Hall on January 10th. We have had an opportunity to further review the proposal, and we would like to offer the following comments.

We fully support the January 10th draft of the STR ordinance. We believe it will satisfy the stated purposes of gathering information regarding the number and character of STRs on Bainbridge, ensuring that the STR owners and their guests pay applicable taxes and fees, and establishing common sense quality of life protections for residents and STR owners. Our group has supported these principles since the beginning, and we believe that this amended proposal will achieve those stated goals better than any of the previous versions.

We do not have any suggested changes to the proposal at this time, although we hope we may continue to work collaboratively with the City Staff to troubleshoot and tweak things during the implementation phase and beyond.

We are grateful to you, your staff and to the Chamber of Commerce for providing us the opportunity to collaborate on this project. We have come a long way from the first proposal, which threatened our livelihoods and placed onerous requirements on our businesses. The latest proposal addresses our concerns about due process and higher and unreasonable standards for our businesses. The amended provisions regarding the certificate application process, host/guest compliance with tax requirements and public nuisance laws are reasonable and ones we can comply with without unreasonable expense or effort. Equally important, the information gathering components of the proposal will allow the COBI staff, the Council and the STR host

community to make more informed decisions regarding the Bainbridge Island STRs and the challenges and opportunities they pose going forward.

Thank you again for giving us a seat at the table. We look forward to continued collaboration as we all learn more about STRs in our community and as the political and economic landscape changes on our small island.

Sincerely,

Keith Brofsky
Brooke Drury
Claire Duckmanton
Shannon Fitzgerald

Members of the Ad Hoc Steering Committee
Bainbridge Island Innkeepers

cc: Joe Deets, Mayor
Jon Quitslund, Deputy Mayor
Brenda Fantroy-Johnson, Councilmember
Kirsten Hytopoulos, Councilmember
Ashley Mathews, Councilmember
Clarence Moriwaki, Councilmember
Leslie Schneider, Councilmember
Ellen Schroer, Deputy Manager
Jim Haney, City Attorney
DeWayne Pitts, Finance Director
Laura Shear, Management Analyst
Stefan Goldby, Bainbridge Island Chamber of Commerce
Christine Cochran, Marshall Suites

--

Bainbridge Island Innkeepers Forum

From: [Council](#)
To: [Christine Brown](#)
Subject: FW: January 10th Version of Proposed Short Term Rental Ordinance
Date: Thursday, January 18, 2024 11:27:19 AM

From: Stefan Goldby <stefan@bainbridgechamber.com>
Sent: Wednesday, January 17, 2024 2:58 PM
To: Blair King <bking@bainbridgewa.gov>
Cc: Bainbridge Innkeepers Forum <bainbridgeinnkeepers@gmail.com>; Shannon Fitzgerald <shannonfitznp@gmail.com>; Claire Duckmanton <cduckmanton@comcast.net>; Keith Brofsky <keith@brofsky.com>; Leah <leah@leahapplewhite.com>; Fritz Feitan <fritz.feiten@gmail.com>; Council <Council@bainbridgewa.gov>; Christine Cochran <gm@marshallsuites.com>; Ellen Schroer <eschroer@bainbridgewa.gov>; Laura Shear <lshear@bainbridgewa.gov>; DeWayne Pitts <dpitts@bainbridgewa.gov>
Subject: Re: January 10th Version of Proposed Short Term Rental Ordinance

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.

Thanks for the double-check Blair,

It has been my privilege to help bring stakeholders to the table and facilitate these discussions - I am happy to say that the Chamber considers this draft ordinance to be both very much acceptable and an example of civic collaboration in motion.

I look forward to seeing you all on the 23rd,

S.

-



Stefan Goldby
President & CEO
Bainbridge Island Chamber of Commerce
O: 206-842-3700
C: 206-451-4804
stefan@bainbridgechamber.com
Preferred pronouns: he/him/his



CITY OF
BAINBRIDGE ISLAND

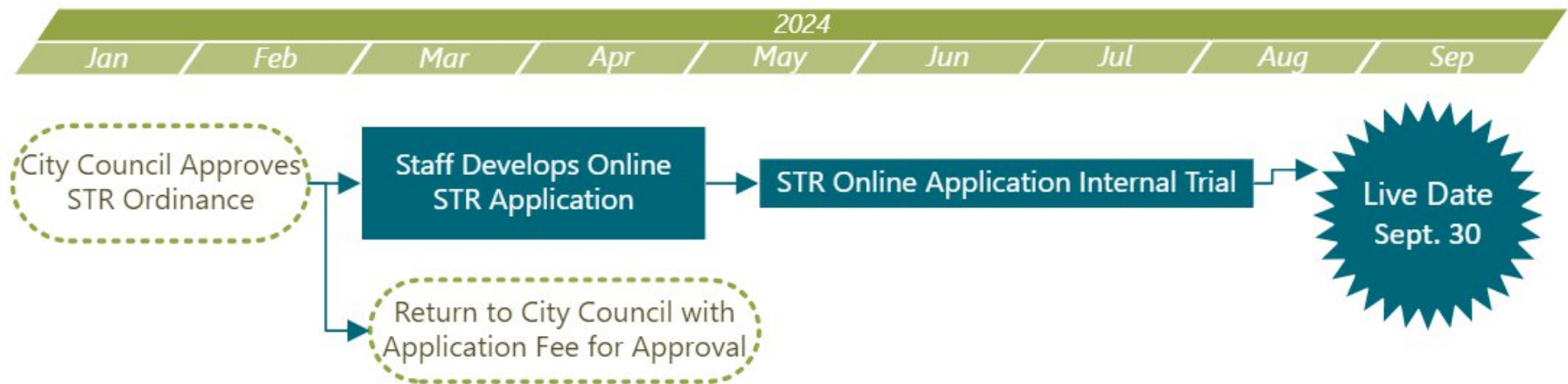
Bainbridge Island Short Term Rental Ordinance

January 23, 2024

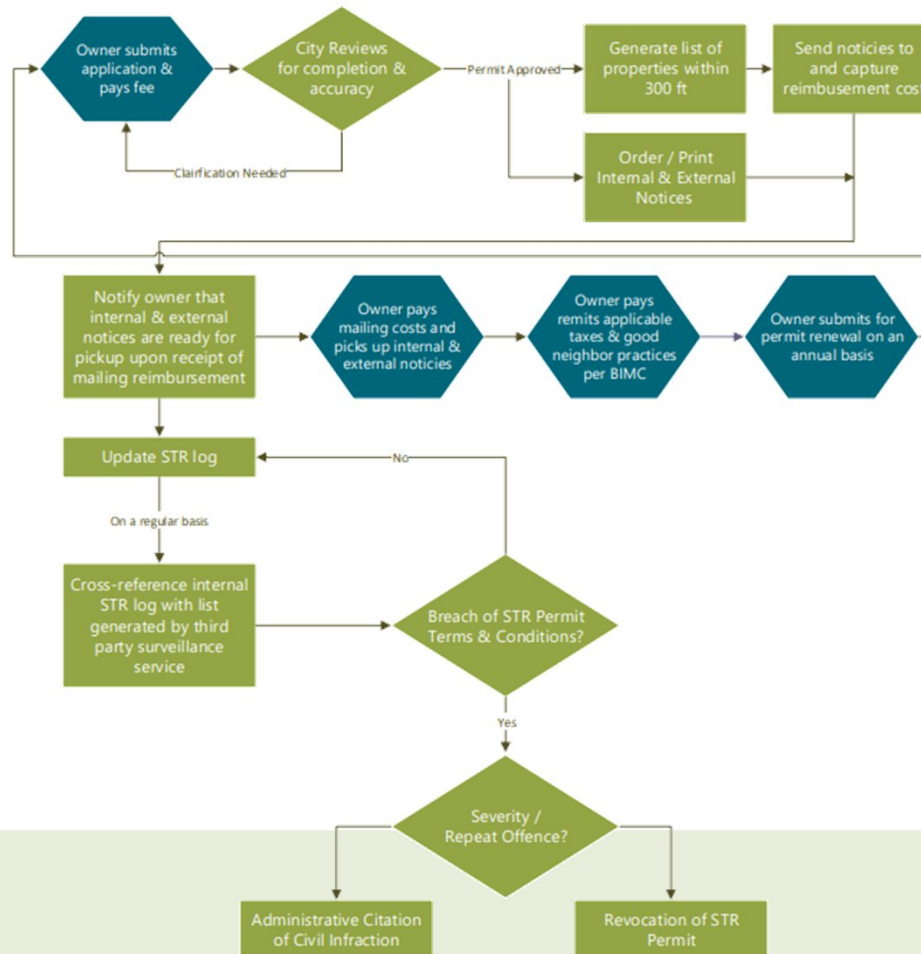
Introducing Ordinance 2024-02

- Requires Annual Registration
- Issuance of Certificate that is required to be displayed on the exterior and interior of the unit
 - Postings do not apply if the owner continues to occupy during the Short Term Rental
- Contact person available within 60 minutes
- Provide notification to all residents and owners of properties within 300 feet of the Short Term Rental
- Disposable Food Service Ware Waste Reduction Ordinance
- Usual and customary nuisance prohibitions
- Payment of Taxes and Fees
- Application Permit Fee
- Due Process
- Does not limit the number or frequency of Short Term Rentals

Short Term Rental Administration Process



Short Term Rental Administration Process



1. Owner submits annual Short Term Rental Certificate Application
 - Online or in person
2. City Staff Reviews the application. When it's complete, staff issues a permit
 - Generates list of properties within 300 ft
 - Prepares internal and external display notices
3. Owner is notified of actual mailing costs and when display notices are ready for pickup
4. On a regular basis, City Staff reviews 3rd Party Short Term Rental Review Data. If properties are not in compliance, steps can include:
 - Communication with property owner
 - Administrative Citation of Civil Infraction
 - Revocation of Short Term Rental Certificate



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:15 PM) Consider Resolution No. 2024-01 Amending the Governance Manual relating to Remote Public Comment and Clarifying Public Comment Topics,

SUMMARY: Recently, and during COVID and post-COVID years, City Council meetings have been interrupted with verbal communication that expresses hatred, prejudice, or hostility towards individuals or groups based upon race, ethnicity, nationality, and other characteristics. All of these communications have occurred remotely over Zoom. Remote communications are limited in their ability to verify a speaker's identity. Research has shown that anonymity is a factor in un-civil behavior.

Other than an accommodation for individuals with disabilities, there is no legal obligation to accept remote public comment.

At its December 12, 2023 business meeting, Council limited public comment to items on the agenda and restricted remote public comment until Council could discuss the issue further. The attached resolution for Council consideration amends the Governance Manual with respect to remote public comment at City Council meetings in conformance with State law and clarifies that public comment is allowed on any item within the subject matter jurisdiction of the Council.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to adopt Resolution No. 2024-01 amending the Governance Manual relating to remote public comment, and to allow public comment on any item within the subject matter jurisdiction of the Council.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: In addition to the prohibition on remote public comment, on December 12, 2023, the Council also limited in-person public comment to items on the agenda before the Council for the specific meeting. The Council may want to allow the public to address the Council on any item of municipal interest, or in other words, the subject matter jurisdiction of the council. It should be kept in mind; no action or discussion may occur on any item not appearing on the agenda. In other words, if the Council so chooses, the public may address the

Council on an item within the subject matter jurisdiction of the Council, but no discussion or action may be taken.

ATTACHMENTS:

[Resolution No. 2024-01 Amending the Governance Manual with respect to Remote Public Comment.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2024-01

A RESOLUTION of the City of Bainbridge Island, Washington,
Amending the City of Bainbridge Island Manual of City
Governance Policies, Procedures and Guidelines.

WHEREAS, the City Council desires that the City’s government be transparent and accountable to the public; and

WHEREAS, written principles, policies, and procedures best assure an atmosphere conducive to principled, accountable, and transparent governance; and

WHEREAS, the City Council seeks to govern in a manner that is responsive to the community, in collaboration with City management, and in a business-like and professional manner; and

WHEREAS, on July 12, 2022, the City Council adopted Resolution No. 2022-21, adopting the most recent version of the “City of Bainbridge Island Manual of City Governance Policies, Procedures and Guidelines” (“Governance Manual”); and

WHEREAS, during COVID and post-COVID years, City Council meetings have been interrupted with verbal communication that expresses hatred, prejudice, or hostility towards individuals or groups based upon race, ethnicity, nationality, and other characteristics. All of these communications have occurred remotely over Zoom. Remote communications are limited in their ability to verify a speaker’s identity, and research has shown that anonymity is a factor in un-civil behavior; and

WHEREAS, the City Council would also like to clarify the public topics that may be commented on during public comment;

WHEREAS, on January 23, 2024, City Council discussed limiting remote public comment in accordance with State law and clarifying the public topics that may receive comment; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby amends Section 9.12.2 to the “City of Bainbridge Island Manual of City Governance Policies, Procedures and Guidelines” to read as follows:

9.12.2 Subjects - Whether or Not on the Current Agenda

Public comments received during a public comment period may be on any public topic that is within the jurisdiction of the City Council or is otherwise relevant to Council business, whether or not on the agenda, but a comment on a subject that is covered by a public hearing at

that meeting must be made during the period of the public hearing. All public comment shall be made consistent with Section 5.6.

Section 2. The City Council hereby adds a new Section 9.12.6 to the “City of Bainbridge Island Manual of City Governance Policies, Procedures and Guidelines” to read as follows:

9.12.6 Remote Public Comment

Remote public comment is not allowed, except that persons with a disability requiring accommodation may provide public comment remotely with 24 hours’ advance notice to the City Clerk.

Section 3. The City Council hereby amends Section 9.13.3 to the “City of Bainbridge Island Manual of City Governance Policies, Procedures and Guidelines” to read as follows:

Section 9.13.3 Other Rules

The rules applicable to a Public Comment period under Sections 5.6, 9.12.3, 9.12.4, ~~and~~ 9.12.5, and 9.12.6 shall likewise apply to legislative public hearings.

Section 4. 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. Effective Date. This resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ____ day of January, 2024.

APPROVED by the Mayor this _____ day of January, 2024.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NUMBER:

January 19, 2024
January __, 2024
2024-01



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:25 PM) Receive Report and Recommendations from Council Ad Hoc Committee on City Advisory Groups - Executive,

SUMMARY: In meetings in 2022 and 2023, City staff and the City Council discussed City advisory groups. Staff gathered information through a survey of committee members and staff members. In order to develop a shared understanding of Council's desired role for the committees, to develop a staffing plan to achieve that role, and to document standard approaches to the committees, the Council formed a short-term Ad Hoc Committee of three members of the City Council.

That group met in 2023 and has prepared a set of recommendations for full Council consideration.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to direct the City Manager to take the steps necessary to enact the recommendations of the Council Ad Hoc Committee on City Advisory Groups, as presented.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The Council formed an Ad Hoc Committee to focus on City Advisory Groups (Committees) in May 2023 with three councilmembers. The Ad Hoc Committee met twice in 2023 and drafted and reviewed recommendations both at meetings and via email. The result of their review is shown below in the set of recommendations.

The Ad Hoc Committee addressed following scope of work:

- Review and document the recruitment, selection, and composition of City Advisory Groups
- Review and document the organizational approach for City Advisory Groups, to include meeting frequency, applicability of the Open Public Meetings Act, and annual required training.

- Consider directing staff to review committees with decision making authority and compare it to the Revised Code of Washington requirements.
- Receive from staff a plan to address appropriate staffing levels for the advisory group approach documented by the ad hoc committee.
- Report to the full Council on the advisory group approach developed by the ad hoc committee and obtain support for this approach going forward.

In evaluating these topics, the Ad Hoc Committee considered a variety of factors including the intended role of the Committees, appropriate staff support and costs, and the desired approach to developing work plans.

Recommendations to the full Council are:

1. Confirm that additional committees are not recommended, due to constrained City resources. The Ad Hoc Committee discussed the current number of standing committees, and determined that while no standing committee reductions are recommended, current room availability, limited administrative and policy staffing and the low number of community volunteers do not support adding additional groups.
2. Establish a range for membership of 5 to 7 positions, reducing by attrition, or at appointment intervals over time.
3. Establish on-going (year-round) recruitment for all committees, boards and commissions. Advertising will be conducted in the spring for all committees and on an as-needed basis for groups that have vacant positions.
4. Confirm that typically, members of City Advisory Groups serve for three-year terms, ending in June.
5. Committee members who are currently serving on a committee and wish to serve for another term should so indicate; other applicants may also be considered and re-appointment is not guaranteed.
6. Formalize the selection process:
 - a. Establish selection panels that are consistent across all groups, per BIMC 2.01.015. Standard selection committee is the mayor (or deputy mayor), the committee liaison, and a committee chair (or vice chair).
 - b. Recognize that the process will include a review of the application and supporting materials by the selection team; not all applicants will be interviewed.
 - c. Recognize that appointment to a committee is not guaranteed. Some positions may be left unfilled at the discretion of the selection panel and Council.
 - d. Recognize that the needs of committees, boards, and commissions are dynamic and complex; situational considerations are a part of the selection process.
7. Recognize that civil conduct and professional communication is necessary for committee work. Council shall establish conduct expectations for committee members. The liaison or mayor will follow up with individuals who don't adhere to the standards, per the standards in the Bainbridge Island Municipal Code.
8. Beginning in 2024, Council will conduct a periodic review of all committees to determine if any should sunset.
9. Recognize that a clearly-defined scope of work for each committee, board or commission is fundamental to success. Within that context, Council should direct the development of the work plan and subsequent approval. Committee work plans will be consistent with Council priorities and policies.
10. Schedule a Council review of work plans for each committee, board or commission in the first quarter of the year.

11. In order to recognize the expertise of the members, committees may by majority action of the committee suggest new ideas for Council consideration. Council may then amend the committee work plan to include the new topic as suggested by the committee.

After the final recommendations are approved, staff will take the steps necessary to implement the recommendations. Staff will report back to the City Council and community before the end of the second quarter of 2024 on the progress towards implementation.

The City Advisory Groups included in this set of recommendations are:

- Climate Change Advisory Committee
- Design Review Board
- Environmental Technical Advisory Committee
- Ethics Board
- Historic Preservation Commission
- Planning Commission
- Race Equity Advisory Committee
- Utility Advisory Committee
- Funding task forces – Human Services Funding Task Force; Cultural Funding Task Force

ATTACHMENTS:

[Presentation: City Advisory Group Ad Hoc Subcommittee: Report for CC 01232024](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Advisory Group Ad Hoc Subcommittee Report and Recommendations

January 23, 2024

Blair King, City Manager

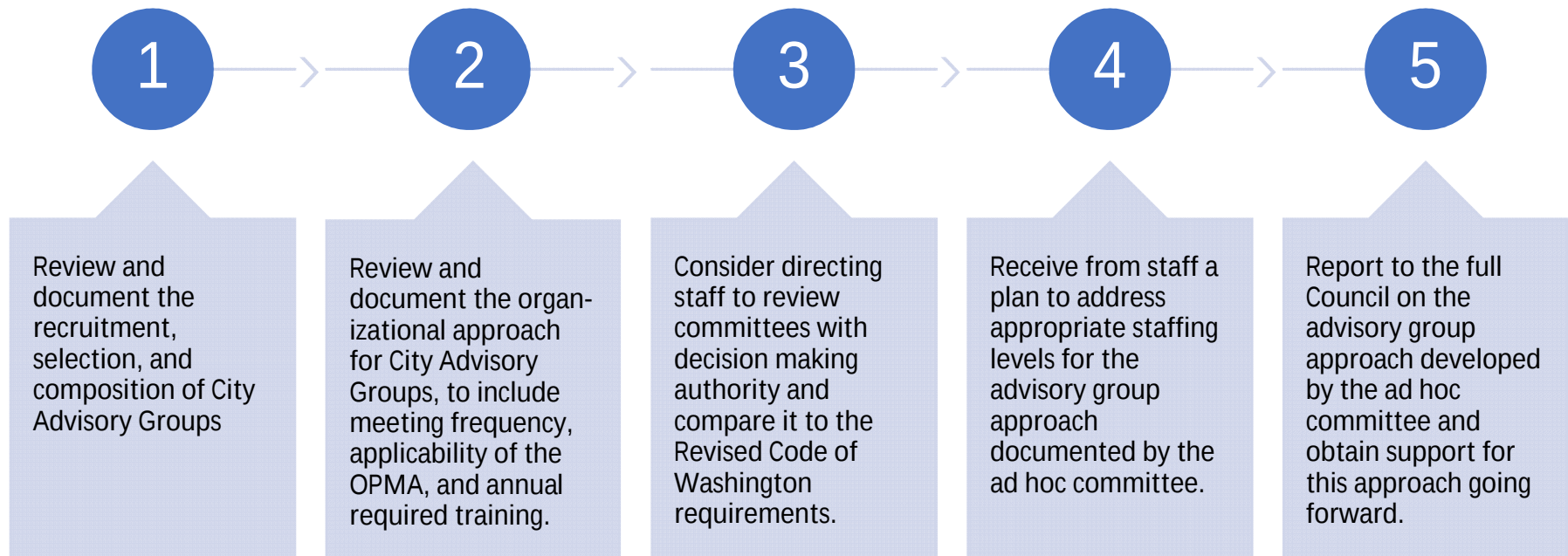
Ellen Schroer, Deputy City Manager

City Advisory Group Review Process

- 2022:
- Peer city survey (April)
- Council discussion (May)
- Outreach to committees (May – August)
- Presentation (November)
- 2023:
- Committee member survey (February)
- Council discussion (May)
- Council Ad Hoc Subcommittee (May - present)
- 2024:
- Council review of ad hoc subcommittee recommendations (January)



Subcommittee Scope of Work



Recommendations

Ad hoc committee
discussions
resulted in 11
recommendations

- Page 1 of recommendations (#1 - #5):
 - The number of City advisory groups that can be sustained with current staffing, City meeting rooms, and volunteer availability.
 - Membership and terms
- Page 2 of recommendations (#6):
 - Selection process
- Page 3 of recommendations (#7, #8):
 - Advisory group member conduct and committee tenure
- Page 4 of recommendations (# 9 - #11):
 - Advisory group scopes of work

Recommendations (pg. 1 of 4)

1. Confirm that additional committees are not recommended, due to constrained City resources. The Ad Hoc Committee discussed the current number of standing committees and determined that while no standing committee reductions are recommended, current room availability, staffing and number of community volunteers do not support adding additional groups.
2. Establish a range for membership of 5 to 7 positions, reducing by attrition or at appointment intervals over time.
3. Establish on-going (year-round) recruitment for all committees, boards and commissions. Advertising will be conducted in the spring for all committees and on an as-needed basis for groups that have vacant positions.
4. Confirm that typically, members of City Advisory Groups serve for three-year terms, ending in June.
5. Committee members who are currently serving on a committee and wish to serve for another term should so indicate; other applicants may also be considered and re-appointment is not guaranteed.

Recommendations (pg. 2 of 4)

6. Formalize the selection process:
 - a. Establish selection panels that are consistent across all groups, per BIMC 2.01.015. Standard selection committee the mayor (or deputy mayor), the committee liaison, and a committee chair (or vice chair).
 - b. Recognize that the process will include a review of the application and supporting materials by the selection team; not all applicants will be interviewed.
 - c. Recognize that appointment to a committee is not guaranteed. Some positions may be left unfilled at the discretion of the selection panel and Council.
 - d. Recognize that the needs of committees, boards, and commissions are dynamic and complex; situational considerations are a part of the selection process.

Recommendations (pg. 3 of 4)

7. Recognize that civil conduct and professional communication is necessary for committee work. Council shall establish conduct expectations for committee members. The liaison or mayor will follow up with individuals who don't adhere to the standards, per the standards in the Bainbridge Island Municipal Code.
8. Beginning in 2024, Council will conduct a periodic review of all committees to determine if any should sunset.

Recommendations (pg. 4 of 4)

9. Recognize that a clearly-defined scope of work for each committee, board or commission is fundamental to success. Within that context, Council should direct the development of the work plan and subsequent approval. Committee work plans will be consistent with Council priorities and policies.
10. Schedule a Council review of work plans for each committee, board or commission in the first quarter of the year.
11. In order to recognize the expertise of the members, committees may by majority action of the committee suggest new ideas for Council consideration. Council may then amend the committee work plan to include the new topic as suggested by the committee.

Recommendations apply to:

Committee	Staff
Climate Change Advisory Committee	Executive
Design Review Board	Planning
Ethics Board	Executive
Environmental Technical Advisory Committee	Planning (to move to Public Works, per 2023 Council-approved work plan)
Historic Preservation Commission	Planning
Planning Commission	Planning
Race Equity Advisory Committee	Executive
Utility Advisory Committee	Public Works
Cultural Funding Task Force	Facilitator
Human Services Task Force	Facilitator

Proposed next steps



Council provides direction via motion related to the recommendations in today's packet.



City Manager and staff communicate approved recommendations to all City advisory groups.



City Manager and staff adjust City processes and procedures to align with recommendations. Changes to the Bainbridge Island Municipal Code will be made via ordinance later in 2024.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:40 PM) Consider Recruitment and Selection Approach for the Current Planning Commission Vacancy - Executive,

SUMMARY: Due to the election of Councilmember Mathews, there is a vacancy on the Planning Commission. The process to fill the vacancy needs to commence. The selection and recruitment process directed by the City Council for filling vacancies on the Planning Commission includes specific language for advertisements and sets the composition of the selection panel, which is larger than the panel used for other committee and commissions. This process, which was developed in 2020 and has been in use since that time, is different than the process in the Bainbridge Island Municipal Code (BIMC 2.01).

Subsequent, to the adoption of this process, confusion has arisen whether this modified process was intended to be used for a limited period of time or continued indefinitely. Staff requests Council direction on whether the Council prefers to use the standard process as in the BIMC or the modified process developed in 2020.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move that the Council will use the standard process for recruitment and selection of Planning Commissioners, as codified in Bainbridge Island Municipal Code 2.01.

OR

I move that the Council will use the modified process for recruitment and selection of Planning Commissioners, as developed in 2020, and direct staff to bring back an ordinance to codify this process.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: In August 2020, a Council and Planning Commission subcommittee drafted recommendations (attached) related to the process to recruit for and fill a vacancy on the Planning Commission. In order to document Council's direction, legal staff followed up with a memo (attached, Aug. 27, 2020) to describe the process to be used for the next vacancy.

The process includes a selection panel comprised of the mayor, Planning Commission council liaison, one additional councilmember, chair of Planning Commission, one additional planning commissioner, and one member of the Race Equity Advisory Committee. All of the members develop a recommendation that is advisory to the mayor. In addition to the larger selection panel, the recommendations include establishing a longer time for interviews. This process has been used for the Planning Commission since 2020.

Subsequent, to the adoption of this process, confusion has arisen whether this modified process was intended to be used for a limited period of time or continued indefinitely.

In May of 2023, Council established a Council ad hoc subcommittee to review the City's boards, commissions and committees. The ad hoc subcommittee recommendations, also presented at the January 23 Council business meeting, include a recommendation that all committees, boards and commissions follow the process in BIMC 2.01. In this case, the selection panel is the mayor, Planning Commission council liaison, and the chair of Planning Commission. This group provides a recommendation advisory to the mayor.

Staff seeks clarity on the Council's preferred approach for the Planning Commission and its vacancies.

ATTACHMENTS:

[PC vacancy joint subcommittee recommendations-approved 08112020](#)

[Memo - Recruitment and Selection for Planning Commission Vacancies - 2020](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

City Council/Planning Commission Joint Subcommittee Recommendations for Recruitment/Selection for Planning Commission Vacancy

The City Council/Planning Commission Joint Subcommittee has the following five recommendations when seeking to fill the current Planning Commission vacancy:

1. Add one additional planning commissioner and one additional councilmember to the interview panel. Recognizing the legally prescribed and procedurally critical role of the Planning Commission in the City's law and policy making process, and the particular importance of selecting well qualified candidates for this body, the subcommittee believes that in the longer term it may be worth exploring creating a broader interview panel to include members drawn from outside the Council and Planning Commission. In the meantime, the addition of another member from each body is proposed as an interim step to bring more voices to the table.
2. Have a separate announcement/advertisement for the Planning Commission. Currently, members of the public are invited to apply for all committees and commissions through a generic announcement. Given the unique character of the Planning Commission relative to other City committees and commissions (established pursuant to state statute, playing a mandatory role in legal processes), it is important the announcement/advertisement provide detail related to the role of the Planning Commission and the nature of its work. The City's existing municipal code (BIMC 2.14) provides adequate language (see below) and should be included in a separate, more detailed announcement/advertisement for the Planning Commission.
3. Extend an invitation to the chair of the Race Equity Task Force (RETF), or another member to be chosen by the taskforce, to participate in the personal interviews of Planning Commission candidates. The subcommittee recognizes that the City, working with the RETF, is developing a work plan to improve race equity throughout the City organization, including its committees and commissions. While this work is in its early stages, if the RETF feels that it would be useful to have the chair, or another member, be part of the interview panel in order to learn about and provide their perspective, on the current process, the subcommittee believes that participation would be a positive addition to the process.
4. Schedule longer interviews. Historically, interviews for Council committees have been scheduled back to back for 10 or 15 minutes each. The subcommittee agreed that this is inadequate for the Planning Commission.
5. Expand the outreach/distribution of the announcement/advertisement. The subcommittee believes that outreach will be key to increasing diversity among applicants. The new separate, more detailed announcement/advertisement for the Planning Commission vacancy should be distributed more widely, outside of usual "City channels." This may include Wake Up Bainbridge! (and other pod casts/blogs) group listservs/locations suggested by the RETF, and anticipated outreach groups for the Sustainable Transportation Plan.

Proposed language to include in announcement/advertisement:

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to

prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter [35A.63](#) RCW, there is established within the city a planning commission. The title “planning commission” is substituted for the title “planning agency” in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW [35A.63.080](#);
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC [2.16.020](#).S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;
5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;
8. Create the planning commission agenda prior to its publication in consultation with the director.

Appointments to the PC are addressed in BIMC 2.14.020.C and applicants are evaluated in light of the purpose, role, duties and responsibilities of the PC described above. As BIMC 2.14.020.C states:

The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.



DATE: AUGUST 27, 2020

TO: CITY MANAGER MORGAN SMITH
CITY COUNCIL
PLANNING COMMISSION

FROM: ROBBIE SEPLER, DEPUTY CITY ATTORNEY

SUBJECT: RECRUITMENT/SELECTION FOR PLANNING COMMISSION
VACANCIES

Background

On August 11, 2020, the City Council considered five recommendations from the City Council/Planning Commission Joint Subcommittee relating to the process to fill Planning Commission vacancies. On August 11, 2020, the City Council accepted the subcommittee's recommendation, with one change to remove the following sentence from the recommendations: "Appointments to the PC are addressed in BIMC 2.14.020.C and applicants are evaluated in light of the purpose, role, duties and responsibilities of the PC described above."

On August 25, 2020, the City Council directed the City Manager to update the language of BIMC 2.14.020.C.1, to include language approved under Ordinance No. 2020-19. The Council also directed the City Manager to proceed with filling the current Planning Commission vacancy according to these procedures.

This document is being provided in order to serve as a reference for Councilmembers, Planning Commissioners, City staff, and the public on the newly adopted procedures related to Planning Commission vacancies.

Procedures for Filling Planning Commission Vacancies

1. **Add one additional planning commissioner and one additional councilmember to the interview panel.** Recognizing the legally prescribed and procedurally critical role of the Planning Commission in the City's law and policy making process, and the particular importance of selecting well qualified candidates for this body, the subcommittee believes that in the longer term it may be worth exploring creating a broader interview panel to include members drawn from outside the Council and Planning Commission. In the meantime, the addition of another member from each body is proposed as an interim step to bring more voices to the table.

2. **Have a separate announcement/advertisement for the Planning Commission.** Currently, members of the public are invited to apply for all committees and commissions through a generic announcement. Given the unique character of the Planning Commission relative to other City committees and commissions (established pursuant to state statute, playing a mandatory role in legal processes), it is important the announcement/advertisement provide detail related to the role of the Planning Commission and the nature of its work. The City's existing municipal code (BIMC 2.14) provides adequate language (see below) and should be included in a separate, more detailed announcement/advertisement for the Planning Commission.
3. **Extend an invitation to the chair of the Race Equity Task Force (RETF), or another member to be chosen by the taskforce, to participate in the personal interviews of Planning Commission candidates.** The subcommittee recognizes that the City, working with the RETF, is developing a work plan to improve race equity throughout the City organization, including its committees and commissions. While this work is in its early stages, if the RETF feels that it would be useful to have the chair, or another member, be part of the interview panel in order to learn about and provide their perspective, on the current process, the subcommittee believes that participation would be a positive addition to the process.
4. **Schedule longer interviews.** Historically, interviews for Council committees have been scheduled back to back for 10 or 15 minutes each. The subcommittee agreed that this is inadequate for the Planning Commission.
5. **Expand the outreach/distribution of the announcement/advertisement.** The subcommittee believes that outreach will be key to increasing diversity among applicants. The new separate, more detailed announcement/advertisement for the Planning Commission vacancy should be distributed more widely, outside of usual "City channels." This may include Wake Up Bainbridge! (and other pod casts/blogs) group listservs/locations suggested by the RETF, and anticipated outreach groups for the Sustainable Transportation Plan.

Proposed language to include in announcement/advertisement:

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter [35A.63](#) RCW, there is established within the city a planning commission. The title “planning commission” is substituted for the title “planning agency” in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW [35A.63.080](#);
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC [2.16.020](#).S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;
5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;
8. Create the planning commission agenda prior to its publication in consultation with the director.

As BIMC 2.14.020.C.1 states:

The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:55 PM) Discuss Creation of a Council Subcommittee on Sustainable Transportation,

SUMMARY: On November 14, 2023, the City Council agreed to discuss the creation of a limited term Council subcommittee on Sustainable Transportation. Council will discuss the creation of a subcommittee of up to three councilmembers. The subcommittee would work with the City Manager or staff designee to review the Sustainable Transportation Plan, review current projects and activities related to the Sustainable Transportation Plan, and create recommendations for next steps.

It is noted that the request implies a direct working relationship between the subcommittee and a subordinate employee of the City Manager. It is assumed that the subcommittee would work through the City Manager with regard to any direction to city staff. Pursuant to RCW 35A.13.120, the City Manager is exclusively responsible to direct staff.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Provide Direction via a motion of the City Council.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: This request is for Council agenda time to discuss creation of a subcommittee of Councilmembers for a limited time to meet with the City Manager or a staff designee and review the Sustainable Transportation Plan in depth, review current projects that are related to the plan, and create a recommendation for next steps in supporting the plan.

According to the request for the subcommittee, potential benefits and goals:

- "Council currently has limited overall understanding of the STP. A subcommittee would enable three Council members to acquire deep understanding of the plan, the pros and cons of the planning process that produced it

(which happened mostly virtually during Covid), and an understanding of the role that the advisory committee has played in the past."

- Staff will also in parallel come up to speed on the history and detail of the plan and understand Council's role in the plan.

If the subcommittee is formed, the subcommittee can work in collaboration with the city manager to work with key staff to move the plan forward, which could potentially include a role for an advisory committee, a road map for financially supporting the plan, reconciling the STP with the Island Wide Transportation Plan, incorporating the STP into the comprehensive plan, and a process for evaluating requests for changes and making updates to the Sustainable Transportation Plan.

ATTACHMENTS:

[Agenda Request from Councilmember Schneider - Subcommittee.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Evaluate creating a council subcommittee on Sustainable Transportation

The Sustainable Transportation Plan (STP)--with a strategy for prioritizing "connecting centers"--was accepted by Council on March 22, 2022. A new role of sustainable transportation coordinator has recently been filled and Hannah Boettcher has started in that role. A work plan for that role is expected to be reviewed with Council in January.

The comprehensive plan calls for a multi-modal advisory committee. In the past, members of this committee invested deep efforts on grant writing, route research, trail building, and prioritization. In advance of the Sustainable Transportation Plan creation, that committee was suspended, with the intention that it would be re-established as a "sustainable transportation" advisory committee once the plan was complete. That has not happened yet, in part due to staffing shortages, and because we are waiting for a subcommittee recommendation on a full strategy for advisory committees.

This request is for Council agenda time to discuss a related idea: to create a subcommittee of Councilmembers for a limited time to meet with the new sustainable transportation coordinator and review the Sustainable Transportation Plan in depth, review current projects that are related to the plan, and create a recommendation for next steps in supporting the plan.

Potential benefits and goals:

- Council currently has limited overall understanding of the STP. A subcommittee would enable three Council members to acquire deep understanding of the plan, the pros and cons of the planning process that produced it (which happened mostly virtually during Covid), and an understanding of the role that the advisory committee has played in the past.
- Hannah Boettcher, the new sustainable transportation coordinator, will also in parallel come up to speed on the history and detail of the plan and understand Council's role in the plan.
- The council subcommittee and the new coordinator can work in collaboration with the city manager to allow the subcommittee to more directly engage key staff to work out a plan for moving forward, which could potentially include a role for an advisory committee, a road map for financially supporting the plan, reconciling the STP with the Island Wide Transportation Plan, incorporating the STP into the comprehensive plan, and a process for evaluating requests for changes and making updates to the Sustainable Transportation plan. In other words, many tasks were assumed to follow the adoption of the plan, and this would offer some structure for accomplishing that.

Background, copied from the [Sustainable Transportation Plan](#) page:

In 2019, the City Council expressed support in providing a transportation system (streets, transit, trails, etc.) that improves mobility and safety for all users while respecting the character of neighborhoods and maintaining a climate resilient environment. The initiative, which became known as the Sustainable Transportation Plan, establishes the long-range vision for how we travel on the island. In addition, the Council determined that this project should result in a transportation system that supports the City's Climate Action Plan goal to reduce carbon emissions on Bainbridge Island by 90% by 2045.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:10 PM) Review Local and Regional Council Appointments,

SUMMARY: Council will review assignments for local and regional committees and confirm appointments for 2024. A Council Ad Hoc Committee relating to waste reduction regulations ended on December 31, 2023 in accordance with its formation document.

AGENDA CATEGORY: Appointment

PROPOSED BY: City Council

RECOMMENDED MOTION: Review local and regional Council assignments and confirm appointments for 2024.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[2024 Council Assignments.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

LOCAL AND REGIONAL BOARD / COMMITTEE ASSIGNMENTS

Group	Meeting Date	Time	Location	2023 Assignments	2024 Assignments
Hwy 305 Task Force	As called		Suquamish, usually	Schneider, Deets	
Housing Kitsap Board	1 st and 3 rd Tuesdays	3:15 pm/ 11:00 am	Bremerton	Fantroy-Johnson (chair)	
Intergovernmental Work Group (Bainbridge)	Quarterly; 3 rd Monday	5:30 PM	Bainbridge	Hytopoulos, Deets	
Suquamish Tribe Intergovernmental Work Group	TBD	TBD	TBD	Moriwaki, Deets, Schneider	
Kitsap 911 Policy Board	1 st Tuesday (some)	12:30 pm	Bremerton	Deets	
Kitsap Economic Development Alliance	3 rd Thursday on quarterly basis	3:00 – 6:00 p.m.	Various county locations	Deets, Fantroy-Johnson	
Kitsap Emergency Management Council	1 st Tuesday (some)	12:30 pm 2:00 pm	Bremerton	Deets	
Kitsap Public Health District Board	1 st Tuesday	Varies; 10:30 am or 12:30 pm	Bremerton	Hytopoulos	

LOCAL AND REGIONAL BOARD / COMMITTEE ASSIGNMENTS

Group	Meeting Date	Time	Location	2023 Assignments	2024 Assignments
Kitsap Regional Coordinating Council (KRCC) Executive Board	1 st Tuesday	10:15 a.m.	Bremerton/Zoom	Deets, Schneider	Deets (Chair)
KRCC Transportation Policy Board (TransPOL)	3 rd Thursday (not every month)	3:00 p.m.	Bremerton/Zoom	Schneider, Quitslund (alternate)	
KRCC Land Use Planning Policy Committee (PlanPOL)	3 rd Tuesday (not every month)	1:30 p.m.	Bremerton	Hytopoulos; Quitslund (alternate)	
Kitsap Transit Board	1 st and 3 rd Tuesdays	8:30 am	Bremerton	Schneider	
Peninsula Regional Transportation Planning Organization Executive Board	The 3 rd Friday every other month, starting in February	10 am to 12 pm	Zoom currently	Schneider, Deets (alternate)	
Puget Sound Clean Air Agency Advisory Council	2 nd Wednesdays (5-8 meetings a year)	9:00 am	Seattle	Deets	
Puget Sound Regional Council Transportation Policy Board ¹	2 nd Thursday	9:30 am	Seattle	Schneider (alternate)	
Puget Sound Regional Council Growth Management Policy Board ²	1 st Thursdays with occasional 2 nd Thursday	10:00 am	Seattle	Quitslund; Fantroy-Johnson (alternate)	
West Sound Partners for EcoSystem Recovery (also known as West Sound Watersheds Council)	2 nd Tuesday every other month	9:30 am	Varies	Deets	
Puget Sound Regional Council Executive Board, Kitsap Other Cities and Towns Position				Deets (alternate with Poulsbo)	
Liaison to Chamber of Commerce and Businesses				Schneider	

¹ Council selects nominee; KRCC approves recommendation and notifies PSRC of representative to PSRC Transportation Policy Board.

² Council selects nominee; KRCC approves recommendation and notifies PSRC of representative to PSRC Growth Management Policy Board

Liaison to Senior Center				Fantroy-Johnson	
Puget Sound Regional Council Equity Advisory Board				Fantroy-Johnson	
Puget Sound Regional Council Operations Committee				Moriwaki (alternate)	

CITY OF BAINBRIDGE ISLAND ADVISORY COMMITTEES AND COMMISSIONS

Group	Meeting Date	Time	2023 Assignments	2024 Assignments
Climate Change Advisory Committee	3 rd Wednesday	5:30 – 7:30 pm	Hytopoulos, Schneider	
Cultural Funding Advisory Committee – <i>Council member acts as liaison and non-voting Chair</i>	Summer/autumn 2023	TBD	Moriwaki	Not applicable
Design Review Board	1 st /3 rd Mondays	2:00 – 5:00 pm	Moriwaki	
Environmental Technical Advisory Committee	3 rd Thursday	3:00 – 5:00 pm	Quitslund	
Historic Preservation Commission	1 st Thursday	2:00 – 4:00 pm	Moriwaki	
Human Services Funding Task Force	Summer/autumn	TBD	Not applicable	
Lodging Tax Advisory Committee (2023 Awards) – <i>Council member acts as Chair; second Council member is non-voting Vice-Chair</i>	Spring/Summer		Fantroy-Johnson (Chair) Moriwaki (Vice Chair)	Moriwaki (Chair) _____ (Vice Chair)
Planning Commission	2 nd /4 th Thursdays	7:00 pm	Quitslund	
Public Art Committee	First Monday	12:30 – 2:00 pm	Moriwaki	
Utility Advisory Committee	2 nd Wednesday	5:00 pm	Quitslund	
Race Equity Advisory Committee	1 st Thursday	6:30 p.m.	Moriwaki, Fantroy-Johnson	

AD HOC COMMITTEES

Group	Meeting Date	Time	2023 Assignments	2024 Assignments
City Advisory Committee Recommendations ³			Quitslund, Moriwaki, Hytopoulos	
AWC Scholarship Committee			Quitslund, Fantroy-Johnson, Moriwaki	

JOINT SUBCOMMITTEES

Group	Meeting Date	Time	2023 Assignments	2024 Assignments
Joint Bainbridge Island/Poulsbo Council Subcommittee			Deets, Fantroy-Johnson, Schneider	

³ Sunset date is 12/31/2023



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:30 PM) Consider Nomination for Association of Washington Cities Center for Quality Communities Student Scholarship - Executive,

SUMMARY: The Association of Washington Cities Center for Quality Communities awards scholarships to high school seniors on an annual basis; recipients may apply for continuing awards in subsequent years. Scholarships support individuals who are active in leadership in their city government, community or school and plan to pursue education beyond high school.

In 2023, the City of Bainbridge Island nominated a student, Gigi Hendrickson, who received a scholarship. Ms. Hendrickson is a student in good standing at Tulane University and has applied for a continuing scholarship. The item before the Council tonight is to consider nominating her for this scholarship. Council will also decide if one Councilmember will be designated to write the required letter of support, or if staff should write that letter.

Nominations and supporting materials are due on February 8, 2024.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to name Gigi Hendrickson as the City of Bainbridge Island nominee for the Association of Washington Cities Center for Quality Communities student scholarship program, and direct the City Manager to take the steps necessary to submit the City's nomination.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The Center for Quality Communities (CQC) scholarship supports high school seniors who are active in leadership in their city government, community, or school and plan to pursue post-secondary education. Scholarships may also be available for previous recipients who are continuing their studies. Each year, all of Washington's 281 cities and towns can recruit scholarship applicants. Each jurisdiction can

nominate one first-time student applicant and one continuing CQC scholarship recipient. Each jurisdiction can decide how it wants to select its local nominee. Last year, The City of Bainbridge Island's nominee, Gigi Hendrickson, was a scholarship recipient. She is applying to be a continuing scholarship recipient.

The City did not receive any complete applications from high school seniors, so will not nominate a first-time applicant for consideration.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: January 23, 2024

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Consider Request from Councilmember Deets to Place a Discussion Regarding Creating a Process for the Installation of Artwork on the Adas-Will and/or West Port Madison Roundabouts on a Future Council Agenda,

SUMMARY: Council will discuss the attached request from Councilmember Deets to place a discussion regarding creating a process for the installation of artwork on the Adas-Will and/or West Port Madison roundabouts on a future Council agenda.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion and potential placement on a future Council agenda.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Bainbridge Roundabout Artwork Process Outline.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Roundabout Art Project Proposal

This proposal to the Bainbridge Island City Council is for creating a process that will lead to the installation of attractive and meaningful art on the Adas-Will and/or West Port Madison roundabouts currently under construction.

The recently installed artwork on the Johnson Parkway roundabout on State Route 305 is a stunning visible testament to the collaboration between the Suquamish Tribe and the City of Poulsbo. It is proposed that we do the same.

Borrowing on the lessons learned by the City of Poulsbo, the following project steps are recommended for the City of Bainbridge Island:

1. The Council approves taking on the project and agrees to its process.
2. The Council establishes the project budget, which will include the cost of the artwork itself, a construction package, and the cost for hiring a project facilitator.
3. The Council approves the hiring of a project facilitator who will oversee all steps in the process.
4. The Council selects members of the community to serve on a Vision Committee.
5. The Council selects three Councilmembers to serve on a Roundabout Artwork Committee (I am happy to serve).
6. The Vision Committee's role is to decide on the themes for the artwork, which will include a Coastal Salish theme. The themes are to reflect the long-term history and distinctive character of Bainbridge Island. Upon submission of the themes to the Roundabout Artwork Committee, the Vision Committee's work will be completed.
7. The Roundabout Artwork Committee is a decision-making body. It will take the themes submitted by the Vision Committee and work with the facilitator to submit a Request for Proposal. They will review the submissions received and select an artist; thereafter they will work with the artist to come up with a design.
8. The Roundabout Artwork Committee submits its recommendation to the full Council for approval.

Joe Deets, December 19, 2023