



The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 276 116 368 375

Passcode: 9gKeai

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Or call in (audio only)

[+1 323-886-6453](#).,580143248# United States, Los Angeles

Phone Conference ID: 580 143 248#

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**COMMITTEE MEMBERS: CURT BROWN, PAT COLE, ANDY ELFERS, CARLA BOWMAN
(ALTERNATE)**

COMMITTEE BUSINESS

1. Resolution No. 1674: Floodplains for the Future - Subrecipient Grant Acceptance

REPORTS

1. Year-to-Date Permit Report

ADJOURNMENT

SUBJECT: Resolution No. 1674: Floodplains for the Future - Subrecipient Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signed Contract
2. Resolution No. 1674: Floodplains By Design - Grant Acceptance

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City has received \$1,500,000 towards the acquisition or construction of the White River Restoration (CIP 14-10). This grant is a subrecipient agreement with Pierce County, who is the lead applicant for the regional Floodplains by Design grant program. The funds will help offset the stormwater utilities who have budgeted funds for the project. This agreement was mistakenly signed 3/1/2024 before the City Council accepted the funds.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee

MEETING/STUDY SESSION DATE: 3/27/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1674; approving the acceptance of \$1,500,000 in grant funds from Pierce County for use in the White River Restoration project (CIP 14-10), and ratifying previous actions by the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.



PERSONAL SERVICES AGREEMENT

CONTRACT NO. **SC-109660**

TITLE: Floodplains for the Future-Round 5 Lower River Restoration Project

City of Sumner, hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

General Conditions

Exhibit A (Scope of Work)

pages 2 to 6

Exhibit B (Compensation and Financial Requirements)

page 7

Exhibit C (Contract Compliance)

pages 8 to 9

Exhibit D (Property Acquisitions – Documentation Requirements)

pages 10 to 11

Exhibit E (Insurance Requirements)

pages 12 to 13

pages 14 to 15

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein. Term of Agreement: December 1, 2023, through November 30, 2025, unless terminated or renewed elsewhere in the Agreement.

Maximum consideration for the initial term of this Agreement shall not exceed \$1,500,000.00.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 15, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

CONTRACTOR:

City of Sumner

Name

DocuSigned by:

Kathy Hayden

3420AB72F52C4FD...

3/1/2024

Signature

Date

Mayor

Title of Signatory Authorized by Firm Bylaws

1104 Maple St

Mailing Address

Sumner wa 90390

City, State, Zip

PIERCE COUNTY:

Approved as to legal form only:

DocuSigned by:

La. H.

899CE74C5CDC4C6...

3/6/2024

Deputy Prosecuting Attorney

Date

Approved by:

Gen Letatzin

507FE1CD37CE44D...

3/1/2024

Department Director

Date

DocuSigned by:

Gary Robinson

88F99CA97BBD418...

3/1/2024

Finance Director

Date

DocuSigned by:

Bruce Dammeier

1BD2210628D6495...

3/6/2024

Pierce County Executive (\$250,000 or more)

Date

CONTACT INFORMATION

	City of Sumner	Pierce County PPW	Pierce County Purchasing Agent
Name	Robert Wright	Ashley Carabelos	Bert Kalalau
Title	Environmental & Sustainability Specialist	Procurement & Contract Specialist	Purchasing Agent
Phone	(253) 299-5708	(253) 798-7049	(253) 798-7456
Email	Robertw@sumnerwa.gov	ashley.carabelos@piercecountywa.gov	bert.kalalau@piercecountywa.gov
Address	1104 Maple Street, Sumner WA 98390	950 Fawcett Ave, Suite 100 Tacoma WA 98402	950 Fawcett Ave, Suite 100 Tacoma, WA 98402

GENERAL CONDITIONS**1. Scope of Contractor's Services:**

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. Insurance Requirements. The insurance coverages specified in Exhibit "E" are required.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

17. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputesa. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett, Tacoma WA 98402. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

27. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, and 28, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

28. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

29. Cooperative Purchasing: The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only.

Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

EXHIBIT A SCOPE OF WORK

This Agreement is between Pierce County and the Contractor, The City of Sumner, for the project identified as Floodplains for the Future-Round 5 Lower White River Restoration Project. This is a partial pass-through of award SEAFBD-2123-PiCoPW-00024 from Washington State Department of Ecology. All requirements imposed on Pierce County by the above-mentioned award are passed down to the Contractor and Contractor must create, maintain, and (upon request) provide to Pierce County all documentation required to comply or to demonstrate compliance with the requirements and obligations of the award.

Task and subtask numbers in this scope refer to specific deliverables within Pierce County's agreement with the Washington State Department of Ecology and may not be sequential.

Task 4: Property Acquisition

The City of Sumner will acquire parcel 0420018003, for the Lower White River Restoration Project. At completion, this project will connect 27 acres of floodplain to the lower White River.

PC-DOE Grant Agreement Deliverables (for reference purposes).

- 4.2 Complete Acquisition Report for each fee-simple title property purchased. Submit to ECOLOGY Project Manager and upload electronic acquisition forms in EAGL.**
- 4.3 Representative annotated photos before, during and after completion for each property demolition. Upload to EAGL and notify ECOLOGY Project Manager.**
- 4.4 Cultural Resource Review documents, including Inadvertent Discovery Plan, for each property purchased fee-simple title as needed. Due to confidentiality, do not upload to EAGL. Email surveys to ECOLOGY Project Manager.**

Responsibilities of Contractor:

- City of Sumner will provide required PC-DOE Grant Deliverable documentation as notated above under 4.2, 4.3, and 4.4 to Pierce County prior to submittal to Department of Ecology for property purchase.
- City of Sumner will meet the Department of Ecology requirements for Cultural Resources which may include a site survey if required by the Department of Ecology. Cultural Resource Requirements are determined by Department of Ecology.
- Procure all subcontracted services in compliance with state guidelines.
- City of Sumner will pay for their staff time.

Deliverables:

- Complete acquisitions of properties within parcel 0420018003.
- Fulfill all Department of Ecology Requirements for each Property Acquisition, as detailed in Exhibit D, Property Acquisition - Document Requirements.
- Timely performance reports and all information necessary to demonstrate compliance with regulations, eligibility, goals and objectives.

EXHIBIT B
COMPENSATION AND FINANCIAL REQUIREMENTS

1. Compensation

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to reimburse for services in the amount of up to \$1,500,000.00 to accomplish the scope of services as described in Exhibit A, Scope of Work. The financial reimbursement requirements are provided below.

2. Financial Requirements

A. Applicable Regulations and Restrictions

It is understood that where applicable, funds provided by this Agreement are state funds administered by the County and are subject to requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

B. Approved Uses, Grant Funds

It is expressly understood that funds may only be used to accomplish Exhibit A Scope of Work and for costs included in the approved project budget and may not be used for the general administration or operations. The Contractor shall clearly separate allowable costs from unallowable costs.

C. Inappropriate Funds Obligation

1. Funds shall not be obligated for:
 - a. Any action subsequent to written notification from the county suspending or terminating the Agreement, except as authorized by the County.
2. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, its Contractors or Consultants which is subsequently found to be ineligible, inappropriate or illegal.

D. Request for Payment

1. Reimbursement requests will not be approved unless Contractor submits timely performance reports and all information necessary to demonstrate compliance with regulations, eligibility, goals and objectives.
2. Request for payment by the Contractor shall include only the request for payment or reimbursement of cost actually incurred per the approved budget and supported by documentation. All reimbursement requests must be accompanied by copies of substantiating receipts, pay stubs, invoices or other proof of incurred costs and must be signed by a signature authority designee(s). A signature authority designee(s) form must be on file prior to the first contract payment request submission of the contract period. All backup documentation and a signed copy of the contract payment request are to be submitted electronically to pcpwcontractservices@piercecountywa.gov with organization name and service period in the subject line of the Email.
3. The Contractor is prohibited from submitting request for payment in excess of actual requirements for carrying out the project.
4. Subject to the terms and conditions of this Agreement, the Contractor shall submit an invoice on a monthly basis within twenty-one (21) working days following the month in which the Contractor has incurred expenditures for services and costs as outlined in this Agreement. The amount requested must be supported by actual costs incurred and paid for by the Contractor/vendor. The County shall issue payment no later than thirty (30) working days after the receipt of complete and accurate billing information as determined by the County. The submission of incomplete or inaccurate billing information may delay the reimbursement process, and shall not be considered a breach of contract.

5. Exceptions to these procedures must be requested in writing and agreed upon between the parties. The County's payment options for Contractors includes electronic payments via Automated Clearing House (ACH). The ACH payment is a safe and efficient electronic payment option that credits the Contractor's bank account directly and provides for an increase in efficiency for both the Contractor and the County. In order to participate in the ACH option, the Contractor is required to complete the County's Supplier ACH Payment Enrollment form and W-9. Each form must be completed in their entirety by the Contractor and returned to: Pierce County Finance Department, ATTN: Accounts Payable, 950 Fawcett Avenue, Suite 100, Tacoma, WA 98402. Enrollment forms are available upon request by emailing PCAccountsPayable@piercecountywa.gov. Once enrolled, the ACH payment process will remain in effect for the Contractor until such time as the County receives written notice of revocation from the Contractor.

EXHIBIT C
CONTRACT COMPLIANCE for PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of Pierce

As an authorized representative of the firm of City of Sumner, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

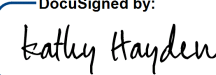
I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

DocuSigned by:

3420AB72F52C4FD...

BY: _____

DATE: 3/1/2024TITLE: Mayor

EXHIBIT D
PROPERTY ACQUISITION – DOCUMENTATION REQUIREMENTS

For each property purchased, (fee simple or conservation easement), the CONTRACTOR will prepare an Acquisition Report. The Acquisition Report will be **complete** prior to submittal to Ecology and request for reimbursement, including copies of pre-recorded deeds, conservation covenants or easements. Copies of final recorded documents will be submitted on recording with the County. Closing costs are a reimbursable expense.

Each Acquisition Report will include but is not limited to the following documents:

- a. Acquisition Face Sheet*
- b. Appraisal including:
 - Name/Address of seller
 - General Vicinity Map
 - Site Specific Map
 - Legal Description
 - Title Report
- c. Offer letter of just compensation
- d. Settlement Statement or equivalent;
- e. Hazardous Substances Certification*, and Property Assessment Checklist*, both signed by Contractor;
Note: If underground septic / tanks have been left on properties until final demolition / decertification, please provide an explanatory note/memorandum of action to be taken.
- f. Deed
- g. Annotated photographic documentation of each property acquired in sufficient quantity and quality to document the state of the properties prior to and after acquisition will be due with quarterly progress reports as accomplished. "After" photos are particularly needed if site is subsequently cleared of anthropogenic impacts such as structures, wells, septic systems, fencing, etc.
- h. Conservation Covenant or Easement*: All properties acquired shall be protected as open space in perpetuity for floodplain functions (including dikes, levees and related structures), floodplain restoration, a natural riverine environment, and as applicable: agricultural uses, passive, non-motorized recreational uses, trails, wildlife observation areas, picnic areas, other public facilities consistent with the purposes of this covenant.

(The Acquisition Report will include the *pre-recorded* Conservation Covenant or Easement. The recorded Conservation Covenant or Easement will be submitted to Ecology after recording with County.)

- i. Escrow Process: (IF applicable): IF CONTRACTOR requires resources to acquire property in advance of closing, CONTRACTOR can request (an exception to Ecology's reimbursement policy) by going through the escrow process. This process allows Ecology to pay CONTRACTOR's grant funds in advance for the property acquisition through the title / escrow company.
 - 1) CONTRACTOR, working through an established title company, will provide ECOLOGY with supporting documents including:
 - 2) (Hard copy) (red) Face Sheet for acquisitions;
 - 3) (Electronic) Payment Request entered in Ecology's web based grant system;
 - 4) (Hard copy) title company's "Wire Transfer Request" with routing number, and wiring instructions for specific property referenced;

- 5) (Hard copy) Settlement Statement;
- 6) Closing date of property.

ECOLOGY will wire funds to the title company for acquisition at the time of closing. **Note:** Allow sufficient time for ECOLOGY and the Office of the State Treasurer to process documentation (a minimum of three (3) weeks prior to closing).

- j. Relocation Services: (IF applicable) The CONTRACTOR will conduct relocation services for tenants on acquired property if they meet resident requirements. Relocation services will be in accordance with the Federal Uniform Relocation Act.

* See acquisition documents and forms in your EAGL grant agreement under "View, Edit and Complete Forms" under "Uploads

EXHIBIT E
INSURANCE REQUIREMENTS

1. Insurance Requirements. *The insurance coverages specified in this Exhibit are required.*

- 1.1. The Contractor shall, at the Contractor's own expense, procure and maintain for the duration of this Agreement, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, the minimum coverages as outlined below:
 - 1.1.1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
 - 1.1.2. **Automobile Liability:** ISO form CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 1.1.3. **Professional Liability (Errors and Omissions):** Limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - 1.1.4. **Workers Compensation:** As statutorily required by the State of Washington.
 - 1.1.5. **Employers' Liability or Stop Gap Coverage:** Employers' Liability with limits not less than \$1,000,000 or an endorsement on the General Liability policy providing Stop Gap Coverage.
- 1.2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Pierce County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
- 1.3. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 1.3.1. **Additional Insured Status**
 - 1.3.1.1. **Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on all required policies.
 - 1.3.2. **Primary Coverage**
 - 1.3.2.1. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects Pierce County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.
 - 1.3.3. **Umbrella or Excess Policy**
 - 1.3.3.1. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by Pierce County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
 - 1.3.4. **Notice of Cancellation**
 - 1.3.4.1. In the event of nonrenewal, or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished to Pierce County prior to the date of, change or nonrenewal, such notice shall be sent to the Pierce County Risk Manager, 950 Fawcett Avenue, Suite 200, Tacoma, WA 98402.

1.3.5. Waiver of Subrogation

- 1.3.5.1. Contractor hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Pierce County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Pierce County has received a waiver of subrogation endorsement from the insurer.

1.3.6. Self-Insured Retentions

- 1.3.6.1. Self-insured retentions must be declared to and approved by Pierce County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor and shall not apply to the Indemnified Additional Insured Parties. Pierce County reserves the right to obtain a copy of any policies and endorsements for verification.

1.3.7. Acceptability of Insurers

- 1.3.7.1. Insurance is to be placed with insurers authorized to conduct business in the State of Washington with a current A.M. Best's rating of no less than A:VII.

1.3.8. Claims Made Policies

- 1.3.8.1. If any of the required policies provide coverage on a claims-made basis:
- 1.3.8.1.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 1.3.8.1.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 1.3.8.1.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

1.3.9. Verification of Coverage

- 1.3.9.1. Contractor shall furnish Pierce County Risk Management with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Pierce County Risk Management before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Pierce County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

1.3.10. Subcontractors

- 1.3.10.1. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Pierce County is an additional insured on insurance required from subcontractors.

1.3.11. Special Risks or Circumstances

- 1.3.11.1. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any modification to these requirements shall be made in writing, by a mutually agreed amendment signed by both parties.

1.4. Pierce County shall have no obligation to pay premiums.

1.5. Pierce County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

RESOLUTION NO. 1674

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE STATE DEPARTMENT OF ECOLOGY**

WHEREAS, to help accomplish and fund the White River Restoration Project and 24th Street Utility Relocation Project, Pierce County applied for Floodplains for the Future; and

WHEREAS, Pierce County received funding in December 2023; and

WHEREAS, Pierce County is passing through \$1,500,000 of the funding to the City; and

WHEREAS, Previous actions taken to sign the grant agreement are ratified; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SUMNER, WASHINGTON:**

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Floodplains by Design grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



PERMIT ISSUANCE SUMMARY (01/01/2024 TO 02/29/2024) FOR CITY OF SUMNER

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Commercial/Industrial	Accessory Structure	2	120	\$18,200.00	\$521.71
	Demolition	1	0	\$0.00	\$0.00
	Modular Office	1	480	\$40,000.00	\$0.00
	Tenant improvement	6	14,331	\$410,000.00	\$8,590.23
BUILDING COMMERCIAL/INDUSTRIAL TOTAL:		10	14,931	\$468,200.00	\$9,111.94
Building Residential	Accessory Structure	1	450	\$7,000.00	\$266.26
	Alteration, Remodel, Repair	3	0	\$147,080.00	\$2,906.49
	Demolition	1	1,100	\$5,000.00	\$259.00
	New Construction	2	5,829	\$1,051,006.57	\$49,978.53
BUILDING RESIDENTIAL TOTAL:		7	7,379	\$1,210,086.57	\$53,410.28
Fire Permits	Fire Alarm	9	0	\$31,429.00	\$1,205.55
	Fire Suppression	1	0	\$5,000.00	\$183.56
	Fire Underground	1	0	\$49,048.00	\$0.00
FIRE PERMITS TOTAL:		11	0	\$85,477.00	\$1,389.11
Landscape Irrigation	Landscape Irrigation - Residential	1	0	\$0.00	\$320.00
LANDSCAPE IRRIGATION TOTAL:		1	0	\$0.00	\$320.00
Multifamily Building Permit	Addition	1	256	\$4,000.00	\$196.96
	Alteration, Remodel, Repair	2	3,296	\$123,500.00	\$1,964.74
MULTIFAMILY BUILDING PERMIT TOTAL:		3	3,552	\$127,500.00	\$2,161.70
Plumbing Commercial/Industrial	Alteration, Remodel, Repair	1	0	\$0.00	\$76.00
PLUMBING COMMERCIAL/INDUSTRIAL TOTAL:		1	0	\$0.00	\$76.00
Plumbing Residential	Alteration, Remodel, Repair	5	0	\$0.00	\$270.30
PLUMBING RESIDENTIAL TOTAL:		5	0	\$0.00	\$270.30
Racks	Installation/Addition/Relocation	1	0	\$29,560.00	\$466.75
RACKS TOTAL:		1	0	\$29,560.00	\$466.75
Re-Roof	Multifamily	1	0	\$29,500.00	\$448.25
RE-ROOF TOTAL:		1	0	\$29,500.00	\$448.25
Residential Mechanical	Alteration, Remodel, Repair	19	0	\$0.00	\$786.95
RESIDENTIAL MECHANICAL TOTAL:		19	0	\$0.00	\$786.95
Sewer Line Permit	Side Sewer Replacement	4	0	\$0.00	\$540.00
SEWER LINE PERMIT TOTAL:		4	0	\$0.00	\$540.00
Sign	Sign	5	0	\$0.00	\$150.00
SIGN TOTAL:		5	0	\$0.00	\$150.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (01/01/2024 TO 02/29/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Site Development	Civil Site Development	2	0	\$0.00	\$29,257.30
	SITE DEVELOPMENT TOTAL:	2	0	\$0.00	\$29,257.30
Special Events	Special Event	1	0	\$0.00	\$0.00
	SPECIAL EVENTS TOTAL:	1	0	\$0.00	\$0.00
Street Obstruction Notification	Street Obstruction Notification	28	0	\$0.00	\$6,580.00
	STREET OBSTRUCTION NOTIFICATION TOTAL:	28	0	\$0.00	\$6,580.00
Tank Permit	Commercial Tank Decomission	1	0	\$1,000.00	\$0.00
	Commercial Tank Installation	1	0	\$164,000.00	\$2,704.30
	TANK PERMIT TOTAL:	2	0	\$165,000.00	\$2,704.30
Water Line	Water Line	1	0	\$0.00	\$270.00
	WATER LINE TOTAL:	1	0	\$0.00	\$270.00
GRAND TOTAL:		102	25,862	\$2,115,323.57	\$107,942.88

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.