CITY OF SUMNER WASHINGTON

FINANCE & PERSONNEL COMMITTEE AGENDA
CITY HALL – 1104 MAPLE STREET
OCTOBER 10, 2024 4:00 PM

Members: Barbara Bitetto, Carla Bowman, Pat Cole, Greg Reinke (alt)

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Operating Officer Kassandra Raymond

AMENDED AGENDA

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 (Main Conference Room, 2nd floor), or virtually by using the meeting access link below. -

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 286 691 106 303
Passcode: hqpXNw
Download Teams | Join on the web
Or call in (audio only)
+1 323-886-6453,,809495991# United States, Los Angeles
Find a local number
Phone conference ID: 809 495 991#
Find a local number | Reset PIN

CALL TO ORDER

COMMITTEE BUSINESS

1. Motion: Consultant Contract for Climate Resiliency Grant Project - Parametrix, Inc.
2. Resolution No. 1700 TY2025 Ad Valorem Property Tax
3. Ordinance No. 2903 2025 Compensation Schedule
4. Ordinance No. XXXX Amending SMC 2.100 Personnel Policies

REPORTS

1. Recruitment & Negotiation Update
2. FY2023 Audit Status
3. Monthly Sales Tax Report

ADJOURNMENT

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-529

SUBJECT: Motion: Consultant Contract for Climate Resiliency Grant Project - Parametrix, Inc.

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Consultant Contract w/ Scope & Fee

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City of Sumner received a $500,000 grant from the Department of Commerce to support the implementation of HB 1181 (2023). HB 1181 makes significant changes to the Growth Management Act (GMA) to incorporate a response to climate change into local government comprehensive plans.

Parametrix, Inc. was selected to provide consulting services for this project through a qualification-based selection process. The following climate planning related activities are in the Scope of Work for the City of Sumner:

Deliverable 1: VMT & GHG Reduction Action: $100,000
Deliverable 2: ADA Transition Plan Major Update Document: $150,000
Deliverable 3: Water System Plan Climate Vulnerability Assessment Report: $80,000
Deliverable 4: Tree Canopy Assessment Report: $70,000
Deliverable 5: Policy Updates and Code Development: $100,000
Total: $500,000

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to authorize the Mayor and City Administrator to execute all necessary contract documents with Parmetrix, Inc., in an amount not-to-exceed $500,000 for the Climate Change and Resiliency project, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT
between the CITY OF SUMNER and

Parametrix

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Parametrix, organized under the laws of the State of Washington, located and doing business at 1019 39th Ave SE, Suite 100, Puyallup, Washington, 98374-2115, 253-604-6600, Matt Evoy (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A - 2025 Comprehensive Plan Update – Climate Planning. Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by June 30, 2029.

III. COMPENSATION.

A. The City shall pay the Consultant a fee not to exceed $499,998.37 for the services described in this Contract. <u>This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.</u>

B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

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 $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance**:**

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract**.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify).
The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

K. Debarment. The Consultant must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Consultant or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

<table>
<tr>
<td>CONSULTANT:

By:______________________________
(signature)
Print Name:______________________
Title: ____________________________
(Title)
DATE:____________________________</td>
<td>CITY OF SUMNER:

By:______________________________
(signature)
Print Name: Kathy Hayden
Its Mayor
(Title)
DATE:____________________________

By:______________________________
(signature)
Print Name: Jason Wilson
Its City Administrator
(Title)
DATE:____________________________

Approved as to Form:

Attest: Approved as to form:

__________________ __________________
City Clerk City Attorney
DATE:___________ DATE:____________</td>
</tr>
<tr>
<td>NOTICES TO BE SENT TO:

CONSULTANT:
Matty Evoy-Mount
Parametrix
1019 39th Ave SE, Suite 100
Puyallup, WA 98373
206-339-9285
MEvoyMount@parametrix.com</td>
<td>NOTICES TO BE SENT TO:

CITY OF SUMNER:
Ryan Windish, Community & Economic Development Director
City of Sumner
1104 Maple Street
Sumner, WA 98390
253.299.5524
ryanw@sumnerwa.gov</td>
</tr>
</table>

City of Sumner
2025 Comprehensive Plan Update – Climate Planning

Introduction

The Parametrix team will work with the City of Sumner (the City) to assist in the implementation of the new legislative climate requirements of House Bill (HB) 1181. HB 1181 added a climate goal to the Growth Management Act and requires all fully planning cities and counties to complete a Climate Resilience Sub-Element.

The Washington State Department of Commerce has an Interagency Agreement with the City of Sumner for the 2023-2025 Climate Planning Grant for $500,000. However, the current contract (Contract Number 24-63610-226) scope includes only Deliverable 1, the VMT and GHG Reduction Action (Task 01), to be completed by June 30th, of 2025 (Contract Number 24-63610-226, Attachment A: Scope of Work). Detailed scopes for the remaining deliverables (Tasks 02, 03, 04, and 05) will be developed at a later date, prior to the completion of Task 01. Work on Tasks 02, 03, 04, and 05 is anticipated to take place Q3 2025 through Q1 2029. The tasks, anticipated outcomes, and deliverables for Task 01 are outlined below. Anticipated approaches are provided for Tasks 02, 03, 04, and 05.

Task 01 – VMT & GHG Reduction Action

Objectives

As more cars on the road become electric, the relationship between VMT and GHG is increasingly dissociated. The Consultant will look at policies to decrease GHG emissions while also allowing VMT reduction to stand on its own merits (livability, safety, decrease cost, community cohesion).

Subtask 01-01 – Project Coordination

Approach

Parametrix will provide overall project management for the consultant team. Parametrix and Transpo will also each conduct project coordination activities such as preparing invoices and progress updates.

The approach to Subtask 1.01 includes the following:

- Project Planning – Document and communicate the SOW, budget, and schedule as a road map for the project team.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly Progress Reports – Prepare a monthly invoice and progress report for services performed by Parametrix.

- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Prepare and facilitate a project kickoff meeting with the City and key staff to review the scope and project timeline, introduce the project team, and discuss deliverables.
- Meet with the City over video conference calls as follows:
  - Bi-weekly check-in meeting between the City, Parametrix Project Manager, and 1-2 technical staff (as needed).

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices (8)
- Detailed task schedule; updated as needed
- Meeting agendas and decision lists for each bi-weekly check-in meeting (16)

Assumptions

Assumptions for this task include:

- Task duration is 8 months.
- Budget assumes 16 bi-weekly 30-minute check-in meetings with the City.
- The bi-weekly check-in meetings will be held virtually and attended by the Parametrix Project Manager and 1-2 technical staff as needed.

Subtask 01-02 – GHG Analysis

Approach

The carbon wedge analysis is a way of presenting the effects various policy actions have toward meeting the regional greenhouse gas emission targets. Different policy actions help fill the 'wedge' between the 'no action – baseline' trajectory, and the targets. Each slice of the wedge represents the emissions saved by taking a specific policy action. Some policy actions are discrete, such as the updated Washington State Energy Code. Others are more broadly defined. For example, the Pierce County 2022 GHG Community Wide Inventory examined a "deep decarbonization pathway" for Washington's electricity sector that could result from a range of state, regional, and/or national policy actions. It also examined the effects of increased adoption of electric vehicles (EVs), which could be achieved through a similarly broad set of local, state, and national policies and incentives.

Parametrix will perform a wedge analysis based on Pierce County 2022 GHG Community wide Inventory by Puget Sound Regional Council. Each source of emissions (built environment, land use, refrigerants, solid waste, transportation) will be downscaled to the City of Sumner based on the city's population in 2019 (baseline year for the report). When possible, direct information will be used relative to the county such as number of industries and industry type within the city boundaries. A GHG emissions wedge will be created and projected based on a population growth between now and 2050.

The wedge analysis will include three scenarios, no action; federal state and regional policies; and additional policies identified in City of Sumner's 2024 Draft Comprehensive Plan. Methodology, findings and results will be summarized in a VMT and GHG Reduction Plan under Subtask 01-04.

Deliverables

Deliverables for this task include:

- Consumption emission inventory
- Draft Wedge Analysis (PowerPoint Slide)
- Response to City comments
- Final Wedge Analysis (PowerPoint Slide)

Assumptions

Assumptions for this task include:

- Parametrix will only use data derived for the Pierce County 2022 GHG Community wide Inventory. No additional analysis will be performed.
- Parametrix will work with Transpo to include any GHG reduction from vehicle miles traveled (VMT) report being provided by Transpo under Subtask 01-03.
- Relative contribution of emissions will be calculated using City of Sumner's population and jobs from the 2022 report and derived from Puget Sound Regional Council and Pierce County data.
- Future emissions will be based on projections in the 2022 report for 2030, 2040 and 2050.
- Emissions reductions will be based on state of the knowledge reductions and scaling estimates for future actions.
- Consultant will perform a consumption based (Scope 3) inventory for a full picture of possible GHG reductions.
- Up to two (2) rounds of comments on the reduction strategies total including feedback from the City.
- City of Sumner will provide any additional or latest information as requested:
  - → Population projections, actions identified in the Draft 2024 Comprehensive Plan.
  - → To evaluate fleet electrification: City of Sumner owned fleet vehicle miles traveled and fleet composition and fuel use
  - → To evaluate telework for City of Sumner employees: Number of employees and full-time/part time status and employee zip codes to calculate distances

Subtask 01-03 – VMT Analysis

Approach

Overall, City of Sumner VMT was determined as part of the 2024 Comprehensive Plan and Transportation Master Plan for the land use alternatives. Transpo will build on this VMT work completed as well as use the travel demand model built as part of the 2024 Comprehensive Plan for this VMT analysis. The travel demand model has a 2023 base year (existing) and a 2044 horizon year. VMT projections will be based on the 2023 and 2044 horizon years, or a scaling factor will be used to adjust for a different existing year and future horizon year, if necessary, to be consistent with the GHG analysis. Transpo will work with City staff and Parametrix to determine the analysis years at the outset of the project. In addition, if necessary, VMT for up to one (1) additional future horizon year will be evaluated (for a total of three (3) scenarios: existing and two (2) future years). The projections for the additional future horizon year will be based on a scaling factor. As described previously, Transpo will use the 2024 Comprehensive Plan travel demand model as the foundation of this work, and this model will <u>not</u> be updated with new land use scenarios. Transpo will also identify Sumner-related VMT versus cut-through traffic related VMT within the City. A VMT per capita will be determined consistent with the HB1181 requirements.

Transpo will work with City staff and Parametrix to identify a VMT per capita target for Sumner. The target will be based on industry information, guidance from PSRC as well as consideration of the overall GHG target. We will develop a matrix of near- and long-term strategies or opportunities for reducing VMT and quantify the potential effectiveness. The PSRC Climate Change and Resilience Guidance, 2024 Comprehensive Plan and Pierce County's Sustainability 2030 (2023 Update) will be used as the initial resource for identifying the VMT reduction strategies. This includes policies that are included in the 2024 Climate Change Element. Transpo will also leverage industry information to determine other potential strategies for the City to consider. Transpo will review the matrix of near- and long-term strategies with the City and work together to develop the final list of strategies. Up to two (2) rounds of review by the are assumed for developing the final list of strategies. Transpo will provide an understanding of how the final list of strategies is projected to impact/reduce VMT per capita for the future horizon years (two (2) future years). Methodology, findings and results will be summarized in a VMT and GHG Reduction Plan under task 01-04.

Deliverables

Deliverables for this task include:

- VMT per capita for existing and up to two (2) future years
- Draft and Final Matrix of near- and long-term strategies and/or opportunities and an identification of the level of effectiveness in reducing VMT
- Estimation of VMT per capita with implementation of strategies

Assumptions

Assumptions for this task include:

- The primary VMT analysis will be based on the 2024 Comprehensive Plan and the travel demand model developed for this effort. The travel demand model will not be updated for new land use scenarios.
- Existing and up to two (2) future horizon years will be evaluated for a total of three (3) years.

- The PSRC Climate Change and Resilience Guidance, 2024 Comprehensive Plan, and Pierce County's Sustainability 2030 2023 Update will be used as a starting point for identifying contributing factors to VMT and potential VMT reduction strategies.
- Up to two (2) rounds of comments on the reduction strategies total including feedback from the City and Parametrix.

Subtask 01-04 – VMT and GHG Reduction Plan

Approach

We will work with the City planners to develop plans that will support the transition to lower transportation emissions and will work to decrease or at least minimize growth in VMT, such as policies around public transit, active transit, and parking to reduce VMTs along with transportation emissions. Parametrix and Transpo will document the methodology, findings and analysis of the GHG and VMT analysis. We will develop an actionable plan that outlined the steps the City will take to implement the plan and clearly shows the strategies/policies for reducing VMT and GHG.

Deliverables

Deliverables for this task include:

- Draft VMT and GHG Reduction Plan (Word)
- Responses to City comments
- Final VMT and GHG Reduction Plan
- Draft and Final presentation for Council Action

Assumptions

- The VMT and GHG Reduction Plan will be up to 15 pages.
- The VMT and GHG Reduction Plan will evaluate all actions identified in the City of Sumner Draft Climate Element.
- A feasibility assessment for each action will be included, limited to identifying the best scale (local, county, regional or state).
- City staff will provide comments in word in track changes. The Consultant will respond to each comment and revise the document for the final version. There will be only one round of review.
- The council presentation will include a PowerPoint slide. The city will provide a template as needed.
- Two consultant staff will be available for the Council presentation.

Task 02 – ADA Transition Plan Major Update

Approach

The update to the Sumner ADA Transition Plan will start by reviewing the current plan, understanding work that has been completed, and coordinating with City staff to determine what worked well and what challenges they have with the plan and how the new plan can be improved.

We will assess policy options, data needs, technical processes, and administrative requirements to identify any barriers to successful implementation. We will develop a tailored approach for the Sumner plan based on our coordination with staff, understanding of the current plan, and our experience with ADA transition plans throughout the Puget Sound. Data collection is the foundation of the ADA project, providing a clear understanding of what accessibility barriers exist and what needs to be done to remove them. Our approach is to collect data using mobile tablets and store it on a real-time cloud-based GIS database and interactive web viewer, for immediate review. Stakeholder engagement, especially with people who have disabilities, is a required element of ADA transition plans. Transpo will work with Sumner on the most effective way to engage with the community, which could include Transpo leading the engagement, or engagement conducted by City staff with support from Transpo. With either stakeholder engagement approach, Transpo recommends using an online map platform where people can identify specific locations and provide comments on accessibility and barriers, as this is one of the most effective ways for agencies to learn about barriers in the community. Other key elements of the approach will be identifying methods in which barriers within the public right-of-way will be addressed and developing an implementation schedule. The work completed for the ADA Transition Plan will be consistent with the requirements of Title II and a documentation will be structured to clearly demonstrate how Sumner meets the requirements.

Task 03 – Water System Plan Climate Vulnerability Assessment

Approach

Parametrix has developed climate vulnerability assessments at the state, county, and city level. Our approach to assessing how climate change risks are considered involves understanding the future projections of climate and how it relates to key considerations of maintaining and operating the City's water system.

Using current best available science, Parametrix will work with the City to conduct a climate change vulnerability and risk assessment for the City's water system plan to identify and mitigate risks associated with climate change by identifying and describing climate-related trends and current and anticipated climate change impacts based on 20, 50, and 100-year or early, mid, and late century projections. It will identify vulnerable water assets and infrastructure related to current and anticipated climate change impacts, characterize the risks for water assets and infrastructure from current and anticipated impacts of climate change. The risk assessment will provide a suite of potential adaptation (risk mitigation) strategies and policy responses to address the areas of high risk for water assets. The climate vulnerability assessment team will identify and consider which variables, if any, are exacerbating the identified risks and opportunities and identify a clear and logical climate evaluation rationale. This comes with our experience using different climate variables for different projects, such as storage, distribution, and treatment.

Task 04 – Tree Canopy Assessment

Approach

Parametrix will develop GIS tree canopy layers using Lidar and aerial imagery, leveraging complete Lidar coverage from 2011 and 2020 to perform visual and statistical comparisons of canopy changes. These layers will be displayed as canopy overlays, continuous canopy height coverage, and canopy height groups. Following this, we will conduct a detailed tree canopy coverage of the urban growth area using the GIS layers. This analysis will include statistical breakouts of acreage and percent canopy coverage, comparing the changes between 2011 and 2020. The analysis will be segmented by various criteria such as citywide areas, neighborhoods, zoning, parks, public vs. private land, road right-of-way, sensitive lands, and census block groups. Special attention will be given to historically disadvantaged and climate-sensitive areas. Finally, Parametrix will compile a comprehensive report summarizing the findings and offering recommendations for climate-related compensatory actions. This report will highlight key analysis takeaways, summarize the environmental, social, and economic benefits of the urban forest, and address threats such as insects, disease, and wildfire. It will also review current city tree codes, staff recommendations, and existing community programs, providing recommendations for future improvements and engagement strategies.

Task 05 – Policy Updates and Code Development

Approach

The team will begin with a review of the City’s existing policy and codes as well as recommended policy changes from the project deliverables. Working closely with the City, we will provide a memo of recommended and required changes that are consistent with the findings of the VMT and GHG Reduction Analysis, ADA Transition Plan, Climate Vulnerability Assessment Report, and Tree Canopy Analysis as well as HB1181.

The team will use the project deliverables to inform revisions to the 2024 Comprehensive Plan Update Climate Element. The assessments will provide a suite of potential adaptation strategies and policy responses.

Task	Subtask	Description	Labor Dollars	Labor Hours	**Sr Planner** Matilda Evoy-Mount	**Sr Consultant** John Phillips	**QC** Josh Proudfoot	**GHG Analyst** Stephen Greenslade	**GHG Analyst** Beth Miller	**Project Accountant** Jordanna Lebow	**Project Coordinator** Bobby Golembiewski II	**Sr Contract Administrator** Jean Johnson	**Technical Editor** Susan Swift	**Publications Supervisor** Debra Fetherston	**Principal** Stefanie Herzstein	**Senior Technical Manager** Brent Turley	**Travel Demand Modeller** Jessica Lambert	**VMT/Emissions Expert** John Lewis	**Multimodal Planner / Project Admin** Jewell Hamilton
					Parametrix										Transpo				
			Billing Rates		$200.54	$274.69	$313.16	$137.11	$140.34	$97.19	$102.67	$193.41	$127.88	$170.50	$275.00	$260.00	$190.00	$300.00	$145.00
01		**VMT and GHG Reduction Action**	**$99,998.37**	**533**	**36**	**34**	**14**	**94**	**102**	**10**	**10**	**4**	**8**	**4**	**47**	**32**	**74**	**18**	**46**
01	01	Project Coordination	$17,239.94	89	28	12			4	10	10	4			15				6
1	02	GHG Analysis	$23,054.64	144		10	10	70	54										
1	03	VMT Analysis	$32,030.72	148	4	4		4	4						16	24	50	18	24
1	04	VMT and GHG Reduction Plan	$27,673.07	152	4	8	4	20	40				8	4	16	8	24		16
02		**ADA Transition Plan Major Update**	**$150,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
02	01	ADA Transition Plan Major Update	$150,000.00	0															
03		**Water System Plan Climate Vulnerability Assessment**	**$80,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
03	01	Water System Plan Climate Vulnerability Assessment	$80,000.00	0															
04		**Tree Canopy Assessment**	**$70,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
04	01	Tree Canopy Assessment	$70,000.00	0															
05		**Policy Updates and Code Development**	**$100,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
05	01	Policy Updates and Code Development	$100,000.00	0															
		Labor Totals:		533	36	34	14	94	102	10	10	4	8	4	47	32	74	18	46
		Totals:	**$499,998.37**		**$7,219.40**	**$9,339.49**	**$4,384.27**	**$12,888.62**	**$14,314.37**	**$971.85**	**$1,026.72**	**$773.64**	**$1,023.00**	**$682.00**	**$12,925.00**	**$8,320.00**	**$14,060.00**	**$5,400.00**	**$6,670.00**
		Labor and Expense Total:	**$499,998.37**																

EXHIBIT B
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

____,
PARAMETRIX

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

____
NAME

____
TITLE

____
DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, 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 effected 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 con- tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.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 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, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) <u>Apprentices and trainees.</u>

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) <u>Compliance with Copeland Act requirements</u>. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) <u>Contract termination: debarment</u>. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(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 sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par- ties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient 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. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants 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. 7401-767lq) 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) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S .C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to par- ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB 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." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of $100,000 or more 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 at- tempting 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.

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-519

SUBJECT: Resolution No. 1700 TY2025 Ad Valorem Property Tax **CATEGORY:** Resolution

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. TY2025 Prelim Certification Levy

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:
Annually, City Council must evaluate the annual property tax levy for the upcoming tax year. For this Committee meeting, staff will share a short report outlining the impact of a property tax levy at certain percentage changes from the 2024 levy. Council discussion is slated for the October 14, 2024 Study Session. A property tax hearing is scheduled for October 21, 2024, with action to be considered at the regular City Council meeting of November 4, 2024. The City is required to certify its Tax Year 2025 property tax levy rate to Pierce County no later than November 30, 2024.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee October 10, 2024**
MEETING/STUDY SESSION DATE: 10/14/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Pierce County

Office of the Assessor-Treasurer

2401 South 35th Street, Room 142
Tacoma, Washington 98409-7498
(253) 798-6111 • FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

Mike Lonergan
Assessor-Treasurer

MEMORANDUM

DATE: September 2024

TO: Pierce County Taxing Districts

FROM: Mike Lonergan, Assessor-Treasurer

RE: **Preliminary Certification of Assessed Values/Levy Limit Factor**

Enclosed is the Preliminary Certification of Assessed Values for your taxing district. These values include last year's State Assessed Property Values and Timber Values (where applicable).

For budget preparation assistance to applicable districts, Levy limit factor worksheets, court ordered refund information, and sample ordinance/resolutions are included. Limit factor worksheets are prepared with an assumption the IPD is more than 1%. Amended calculations will be sent to affected districts should the IPD notification to counties fall below 1%.

Submit original ad valorem Budget / Levy Certifications & an approved Ordinance or Resolution no later than November 27th:

Pierce County Council	**And a copy to:**
Attention: Clerk, Rm. 1046	Pierce County Assessor-Treasurer
County City Building	Attention: Levy Dept.
930 Tacoma Ave. S	2401 S. 35th St. Rm. 142
Tacoma, WA 98402	Tacoma, WA 98409
email: pccouncil@piercecountywa.gov	**email: kim.alflen@piercecountywa.gov**

If emailing, include a Delivery or Read Receipt to verify the documents were submitted. Due to county staffing limitations replies verifying receipt of documents are not sent.

(Failure to submit a budget request & the district's Resolution/Ordinance may adversely affect next year's Levy collection)

Preliminary Values Are Subject to Change.
Districts will receive **Final** values in December.

The district's Ordinance/Resolution **must** identify these three components.

- The **dollar amount of the previous year's levy**. The actual levy certified, including refunds.
- The **dollar amount of increase** reflects the difference between the previous year's actual levy and the limit factor growth of the highest lawful levy, or a lesser amount if banking levy capacity.
- The **percent of increase** equals the change over the prior year's actual levy plus the dollar amount of increase equal to the district's highest lawful levy for this year, or a lesser amount if banking levy capacity.

The sample Ordinance/Resolution enclosed provides the amounts for districts wishing to request their highest lawful levy.

Contact Kim Alflen for questions (253) 798-7114, kim.alflen@piercecountywa.gov

Levy FAQs

Q. How should the Ordinance/Resolution read if the district is limited at a lesser amount due to the statutory maximum rate limit?

> **A.** ***Prepare the document as though there is no limit due to the statutory maximum rate. Language may be added to inform the district's taxpayers of the rate limit and the projected allowable levy to the Ordinance/Resolution.***
> ***The Ordinance/Resolution must contain three amounts; last year's actual levy, the dollar amount & percent of increase needed for the following year. The intent of the district must be clear in the Ordinance/Resolution.***

Q. Why does the sample Ordinance/Resolution show more/less than 1%?

> **A.** ***The 1% limit refers to the limitation of increase to a district's highest lawful levy known as the Levy Limit Factor. The percent of increase approved in a district's Ordinance/Resolution equals the change over the prior year's actual amount levied plus the dollar amount of increase for the next year's budget needs.***
>
> - **The simple act of passing an Ordinance/Resolution allows a district to increase the Highest Lawful levy by the lesser of 1% or the IPD, depending on the size of the district.**
> - **The increase authorized in the document identifies how much of that increase is required for the next year's budget needs, excluding additional revenue for new construction or any increase in state assessed utility values.**

Q. Why does the sample show $0 increase and an increase of 0%?

> **A. The** ***total amount levied in the prior year is more than this year's increase from the limit factor, the district should ask for a $0 and 0% increase. This does not affect any increase allowed by the limit factor increase of the highest lawful levy. Once a district passes the Ordinance/Resolution the Highest Lawful levy is allowed to increase by the limit factor.***

A district's Ordinance or Resolution controls two levy limitations;

1. ***The act of passing a resolution/ordinance allows the Limit Factor increase (lesser of 1% or the IPD) to the highest lawful levy.***
2. ***The authorized percent and dollar amount stated increase over the prior year's actual, Certified levy request.***

Q. What documents need to be submitted in November?

> **A.** ***No later than November 27th, provide a copy of the approved Ordinance/Resolution & the Levy Certification (Budget Request).***

FAILURE TO PROVIDE THESE DOCUMENTS BY THE DUE DATE COULD ADVERSLEY AFFECT YOUR LEVY.

Pierce County
Mike Lonergan, Assessor-Treasurer
2401 South 35th Street
Tacoma, WA 98409-7498
(253) 798-6111 FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

September 13, 2024

OFFICIAL NOTIFICATION TO: SUMNER

RE: 2024 PRELIMINARY ASSESSED VALUES

FOR REGULAR LEVY

Total Taxable Regular Value	5,617,917,467
Highest lawful regular levy amount since 1985	5,006,056.89
Additional revenue from current year's NC&I	32,792.69
Additional revenue from annexations (RCW 84.55)	4,444.54
Additional revenue from administrative refunds (RCW 84.69)	2,088.27
Additional revenue from administrative refunds not allowed if limited by statutory rate limit	
Court Order Refunds	0.00
Prior Year's Additional revenue from increase in state-assessed property	790.71
Total Allowable Levy (as controlled by the limit calculation)	5,046,173.09
This year's certified levy amount (including refunds)	0.00

FOR EXCESS LEVY

Taxable Value	5,593,960,133
Timber Assessed Value	-
Total Taxable Excess Value	5,593,960,133
New Construction and Improvement Value	35,594,988

If you need assistance or have any questions regarding this information, please contact Kim Alflen 253.798.7114 kim.alflen@piercecountywa.gov

Pierce County
Mike Lonergan, Assessor-Treasurer
2401 South 35th Street
Tacoma, WA 98409-7498
(253) 798-6111 FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

PRELIM LAWFUL LEVY LIMIT 2024 FOR 2025

SUMNER
>10,000

REGULAR TAX LEVY LIMIT:	**2023**
A. **Highest** regular tax which could have been **lawfully** levied beginning	4,956,491.98
with the 1985 levy [refund levy not included] times limit factor	1.01
(as defined in RCW 84.55.005).	5,006,056.89
B. Current year's assessed value of new construction, improvements and	
wind turbines in original districts before annexation occurred times	35,594,988
last year's levy rate (if an error occurred or an error correction	0.921272670574
was make in the previous year, use the rate that would have been	32,792.69
levied had no error occurred).	
C. Tax increment finance area increment AV increase (RCW 84.55.010(1)(e))	
Current Year's A.V. less base year's A.V., the result to be multiplied by last	
year's regular levy rate (or the rate that should have been levied)	0.00
	0.921272670574
D State assessed property value in original district	59,970,089
if annexed less last year's state assessed property value. The	59,970,089
remainder to be multiplied by last year's regular levy rate (or	0.00
the rate that should have been levied).	0.921272670574
PRIOR YEAR'S REVENUE AS PLACE HOLDER	790.71
E **REGULAR PROPERTY TAX LIMIT (A + B + C)**	**5,039,640.28**
ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:	
F To find rate to be used in F, take the levy limit as shown in	5,039,640.28
Line D above and divide it by the current assessed value of the	5,612,967,302
district, excluding the annexed area.	0.897856696557
G Annexed area's current assessed value including new construction	4,950,165.00
and improvements times rate found in F above.	0.897856696557
	4,444.54
H **NEW LEVY LIMIT FOR ANNEXATION (E + G)**	**5,044,084.82**
LEVY FOR REFUNDS:	
I RCW 84.55.070 provides that the levy limit will not apply to the	5,044,084.82
levy for taxes refunded or to be refunded pursuant to Chapters	2,088.27
84.68 or 84.69 RCW. (D or G + refund if any)	5,046,173.09
J **TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT**	**5,046,173.09**
K Amount of levy under statutory rate limitation.	5,617,917,467
	1.600000000000
	8,988,667.95
L **HIGHEST LAWFUL LEVY FOR THIS YEAR**	**5,046,173.09**
M **New Highest Lawful Levy since 1985 (Lesser of H & K minus C, unless A (before limit factor increase) is greater than H or K minus C, then A before the limit factor increase**	**5,044,084.82**

EXAMPLE OF ORDINANCE/RESOLTUION REQUESTING HIGHEST LAWFUL LEVY

Ordinance/Resolution No._______
RCW 84.55.120

WHEREAS, the __________________________ of **SUMNER** has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2025 ; and,

WHEREAS, the districts actual levy amount from the previous year was $ **4,956,654.98** and,
(Previous Year's Levy Amount)

WHEREAS, the population of this district is □ more than or □ less than 10,000; and now, therefore,
(Check One)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the **2025** tax year.
(Year of Collection)
The dollar amount of the increase over the actual levy amount from the previous year shall be $ **49,401.91** which is a percentage increase of **1.0%** from the previous year. This increase is exclusive of
(Percentage Increase)
additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this __________ day of ________, ______.

SAMPLE

____________________ ____________________
____________________ ____________________
____________________ ____________________

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property taxThis form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at:

For tax assistance, visit http://dor.wa.gov/content/taxes/property/default.aspx or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may

Department of Revenue Washington State

Form 64 0100

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I ______ *(Name)*, ______ *(Title)*, for ______ *(District name)*, do hereby certify to the ______ *(Name of county)* County legislative authority that the ______ *(Commissioners, Council, Board, etc.)* of said district requests that the following levy amounts be collected in ______ *(Year of collection)* as provided in the district's budget, which was adopted following a public hearing held on ______ *(Date of public hearing)*.

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount, which includes the amounts below.		
Administrative refund amount		
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount, which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: ______________________ **Date:** ______________

To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

CITY OF SUMNER WASHINGTON

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-554

SUBJECT: Ordinance No. 2903 2025 Compensation Schedule **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
The City of Sumner has adopted a compensation philosophy to attract and retain top talent in the area while also operating within budgetary constraints. Staff will present the proposed 2025 compensation schedule. Materials will be provided at the meeting.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

CITY OF SUMNER WASHINGTON

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-555

SUBJECT: Ordinance No. XXXX Amending SMC 2.100 Personnel Policies **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
As part of the 2025/26 budget process, staff proposed implementing a medical cost share for non-represented employees that are covered through the AWC Benefit Trust. The proposed ordinance would amend the personnel policies, creating a 3% premium cost share effective January 1, 2025, and a 5% premium cost share effective January 1, 2026.

In addition, the proposed code establishes a 25% premium cost share for temporary employees who are eligible for medical coverage.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

CITY OF SUMNER WASHINGTON

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-507

SUBJECT: Recruitment & Negotiation Update **CATEGORY:** Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:
STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
Staff will provide a verbal update on recruitment and negotiation activity.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:
Informational only; no Committee action required.

CITY OF SUMNER WASHINGTON

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-546

SUBJECT: FY2023 Audit Status **CATEGORY:** Information Only

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:
Staff will provide a verbal update for the FY2023 annual audit. This will be a regular reporting item until the conclusion of the audit.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Informational only; no Committee action needed at this time.

CITY OF SUMNER WASHINGTON

FINANCE & PERSONNEL COMMITTEE MEETING
DATE: October 10, 2024
AGENDA BILL: 24-506

SUBJECT: Monthly Sales Tax Report **CATEGORY:** Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:
STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:
Staff will review monthly sales tax reporting. This is a regular reporting item. Please note, this report is provided only to those who have a WA State Department of Revenue Secrecy Affidavit Confidential Affidavit on file.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:
Informational only; no further action required.