



CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
April 21, 2025 6:00 PM

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 (Council Chambers), or virtually by using the meeting access link below:

<https://sumnerwa-gov.zoom.us/j/81492839576>

Phone one-tap: +12532050468,,81492839576#; +12532158782,,81492839576#

Join via audio: +1 253 205 0468; +1 253 215 8782

Webinar ID: 814 9283 9576

International numbers available: <https://sumnerwa-gov.zoom.us/j/81492839576>

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

PROCLAMATION

2025 Arbor Day

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Resolution No. 1717 - Commute Trip Reduction Plan 2025-2029
2. Resolution No. 1719 - South Tank Seismic Retrofit - FEMA HMGP Grant Acceptance
3. Recreation and Conservation Office Certification of Applicant Match Community Outdoor Athletic Facilities - Bill Heath Sports Complex Multiuse Synthetic Turf
4. Recreation and Conservation Office Certification of Applicant Match Youth Athletic Facilities Bill Heath Sports Complex Lighting Improvements

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Any written comments received will be provided to the City

Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Forestry & Parks Commission Appointment - Johnson
- b. Planning Commission Appointment - Malcolm
- c. Lodging Tax Advisory Committee Appointment - Hendricks
- d. Ordinance No. 2925 - Amending Sumner Municipal Code Chapter 16.06 - Commute Trip Reduction

4. Reports

- a. Council
- b. City Administrator
- c. Mayor

5. Executive Session

To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i).

6. Adjournment

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.



PROCLAMATION
Recognizing Arbor Day & Celebrating the Tree City Designation

WHEREAS, the City of Sumner Forestry and Parks Commission promotes the responsible planting and maintenance of trees on public and private property; and

WHEREAS, the citizens of Sumner highly value their environmental quality and promote the planting of trees as well as an enhanced parks system; and

WHEREAS, the City of Sumner recognizes that trees reduce air pollution, improve aesthetic value, provide shelter from wind and rain, provide animal and bird habitat, reduce noise pollution, save energy, enhance property values and provide privacy; and

WHEREAS, the planting of trees promotes community pride and enhances the character of the city and its neighborhoods; and

WHEREAS, Arbor Day is a nationally recognized celebration of trees and tree planting; and

WHEREAS, Sumner is celebrating its **31st** year as a Tree City as designated by the National Arbor Day Foundation.

THEREFORE BE IT RESOLVED that the City of Sumner proclaims April 25, 2025, as Arbor Day, and requests that all citizens join us and celebrate our trees, our parks and our continued commitment to environmental stewardship.

Dated this 7th day April 2025.

Kathy Hayden, Mayor
City of Sumner

SUBJECT: Resolution No. 1717 - Commute Trip Reduction Plan 2025-2029**CATEGORY:** Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1717 - Commute Trip Reduction Plan 2025-2029

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND: Resolution No. 1717 would adopt the 2025-2029 Commute Trip Reduction (CTR) Plan in compliance with state law.

The Washington State Commute Trip Reduction (CTR) Program aims to reduce carbon emissions and traffic congestion on the state's busiest commute routes. The program targets worksites with 100 or more full-time employees who start their shifts between 6 and 9 a.m. on weekdays in the nine most populous counties in the state.

Pierce County, utilizing the Washington State Department of Transportation (WDOT) CTR Plan Template and guidelines, took the lead on coordinating and conducting the required outreach and engagement processes. The City of Sumner, along with several other jurisdictions throughout Pierce County, updated the detailed and specific areas of the CTR plan for their respective jurisdiction. The first CTR Plan was written in 2008 and then updated in 2013 and 2015, but was not a full plan. The 2025-2029 CTR Plan is more rigorous than the original 2008 version. The CTR Plan is required by state law and includes the following:

- Establish Performance Targets
- Summary of Outreach and engagement and results
- Review of Comprehensive Plan, Transportation Plan
- Review of transit agency plans
- Strategies for achieving performance targets
- Implementation Schedule and Financial Plan

The CTR Plan process also requires approval by the following:

- Puget Sound Regional Council (PSRC) which was received on November 18, 2024.
- WSDOT Transportation Demand Management Committee which was approved on February 6, 2025.
- City Council approval is planned for April 21, 2025

Key aspects of the CTR Program include:

- Transportation Demand Management (TDM) Strategies: Worksites develop and manage their own programs based on TDM strategies that have the greatest effect for their employees.
- Commute Trip Reduction Surveys: Worksites conduct surveys every other year to measure vehicle miles traveled and the mode choices of their employees.
- Technical Assistance: WSDOT provides technical assistance to jurisdictions and employers implementing commute trip reduction
- Incentives: Programs like Rideshare Online offer resources for commuting options, including tracking commutes, finding vanpool/carpool partners, and earning cash incentives.
- Guaranteed Ride Home Program: Provides employees with up to eight trips per year in case of family emergencies, illness, unscheduled overtime, or other unplanned circumstances.

The approval process also requires State Environmental Policy Act (SEPA) review and a Determination of Non-Significance (DNS) issued on April 7, 2025.

The Council Community Development Committee reviewed the CTR Plan on March 26 and April 26, 2025 and approved a minor amendment in section 14, page 14 regarding supporting Sound Transit's future service expansions.

The CTR Plan must be approved by the City Council by June 30, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 3/26/2025 COMMITTEE RECOMMENDATION: Do Pass - With minor amendment.

STAFF RECOMMENDATIONS/MOTION:

Move to recommend approval of Resolution No. 1717 adopting the 2025-2029 Commute Trip Reduction Plan in compliance with state law.

**RESOLUTION NO. 1717
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL ADOPTING THE “CITY OF
SUMNER COMMUTE TRIP REDUCTION FOUR-YEAR PLAN, 2025-2029”
PURSUANT TO RCW 70A.15.4000 THROUGH 4080.**

WHEREAS, the Commute Trip Reduction Act (RCW 70A.15.4000-4080) requires the City of Sumner to adopt a Commute Trip Reduction (CTR) Plan; and

WHEREAS, the City Council adopted the previous Commute Trip Reduction Plan in 1992; and

WHEREAS, in collaboration with Pierce County, CTR-affected employers and community members discussed the benefits of employer based CTR programs, identified barriers to decreasing drive alone commute trips and identified possible solutions needed to shift mode split at employer workshops, and feedback gathered through community interviews, community events, public surveys and an open house; and

WHEREAS, the City of Sumner worked in collaboration with Pierce County to complete the update to the CTR Plan and the document has been reviewed and approved by the Washington State department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC); and

WHEREAS, the City Council finds that it is in the public interest to adopt the City of Sumner CTR Four-Year Plan set forth;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON DOES RESOLVE AS FOLLOWS:**

Section 1. The City Council hereby adopts the City of Sumner Four-Year Commute Trip Reduction Plan, 2025-2029, as shown in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Effective Date. The effective date for the Pierce County Four-Year Commute Trip Reduction Plan 2025-2029, shall be July 1, 2025-June 30, 2029.

Section 3. 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 4. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

ADOPTED this 21st day of April 2025.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

City of Sumner Commute Trip Reduction Four-Year Plan Update:

2025–2029

April 10, 2025



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- 1 2025–2029 CTR Financial Plan for Pierce County and the Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, and University Place
- 2 Likely Revenue Sources for Funding CTR Plan
- 3 Anticipated CTR Projects and Actions

Appendixes

Appendix A

City of Sumner Zoning Map

Appendix B

CTR-Sumner Survey Response

Abbreviations

ACS	American Community Survey
BNSF	Burlington Northern Santa Fe
Census	U.S. Census Bureau
City	City of Sumner
Comprehensive Plan	City of Sumner 2024 Comprehensive Plan
County	Pierce County
CTR	commute trip reduction
ESUV	East Sumner Urban Village
ETC	Employee Transportation Coordinator
MIC	Manufacturing/Industrial Center
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
RTPO	regional transportation planning organizations
State	State of Washington
SR	State Route
TCP	Town Center Plan
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

Benefits of CTR

1. Local Land Use and Transportation Context and Objectives

The purpose of this section is to outline the existing and planned land use and transportation infrastructure that impacts the City of Sumner's ability to reduce drive-alone trips.

a. Setting In the City of Sumner as It Is Today or Will Be in the Near Future

The City of Sumner is a small town located in Pierce County with an estimated population of 10,800. What makes Sumner unique is its natural topography where two rivers converge in a valley. The city contains two state freeways (SR167 and SR410), two railroads (Burlington Northern Santa Fe (BNSF) and Union Pacific (UP) and two rivers (Puyallup and White) that contribute to the character and landscape of the community. The City of Sumner is about 7.2 square miles and resides mostly within the valley floor with some growth and connections to the west and east hills. The largest areas of land in Sumner fall under the Manufacturing/Industrial Center (MIC) districts, primarily located in the north portion of the city, see Zoning Map below.

There is a consistent population growth of between 1-3% and a substantial employment growth over the last 20 years as the Sumner-Pacific Regional Manufacturing/Industrial Center (MIC) has built out with warehouses, manufacturing, and other industrial operations. Current employment is about 22,000 within the city limits. Pierce County has adopted housing, employment, and population growth targets for Sumner for 2020-2044 as follows: 1,985 housing units; 5,313 jobs; 4,904 residents. The Sumner-Pacific MIC also must plan for 20,000 jobs total in order to maintain its status as a Manufacturing Industrial Center, per PSRC requirements. Sumner's Comprehensive plan includes two planned action areas, one area that preserves downtown as the Town Center Plan (TCP) and the East Sumner Urban Village (ESUV) located in East Sumner. The City is planning for the development of 800 multifamily housing units in the next 3-5 years within these planned action areas that will jump the population by at least 25% and increase demands for city services and transit.



Image of White River in the MIC District, Sumner, WA

A map of the Town Center below demonstrates the land uses in relationship to transportation options in the city. The TCP area is primarily centered around transit access, with a subarea named Station District. The TCP was adopted in 2018 to encourage development that provides housing near transit options and to enhance walkability in Sumner's Downtown.

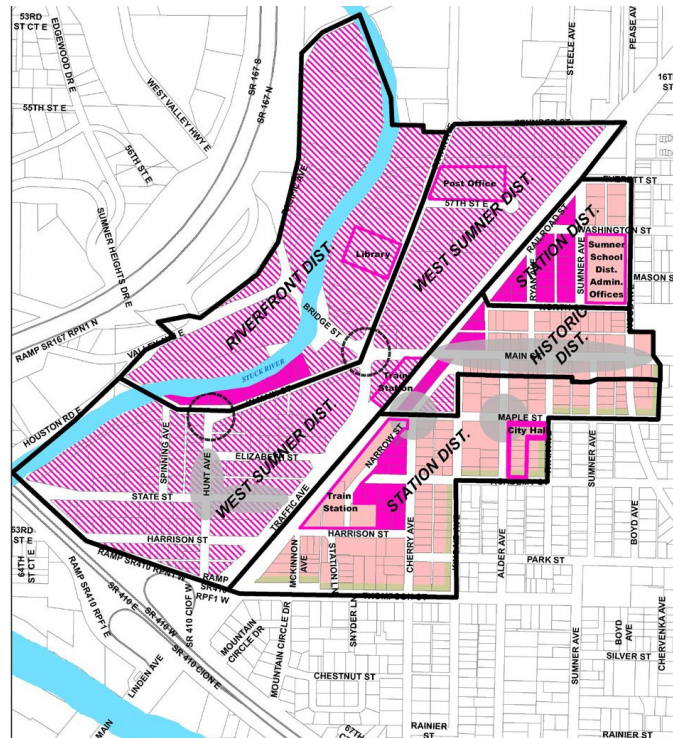


Figure 1. Town Center Plan Area

b. Features of Land Use and Transportation Facilities and Services that Affect Commuters

Land Use Features that Affect Commuters

Land use features that have the greatest impact on commuters include the location of north/south railroads with limited crossing areas, and undercapacity state highway systems including SR167, SR410 and SR162 (Orting Hwy). East/west connections are limited and impacted by the railroads and the White River. In addition, the steep hills on the east and west sides of the city contribute to limited access from the plateau to the east and hills to the west. Finally, planned residential growth east and south of Sumner (e.g. Tehaleh and Orting) have contributed to cut-through traffic and ridership demand at the Sumner Sounder Station.

The MIC district located primarily in the north end of the city, contains at least one large employer that impact commuting times. With a designated truck route through Traffic Ave, commuters are often impacted with transport traffic and the varying trains that cross through the City.

Transportation Facilities and Services that Affect Commuters

Transportation facilities and services that affect commuters in Sumner include the Sumner Sounder commuter rail station /transit facility that estimates 1,000 boardings per day by 2030 and is the biggest contributor to parking and traffic congestion in Sumner's downtown during the afternoon peak hour commute. Access to the Sumner Station is currently via park and ride and drop off while Sound Transit is under contract to construct a new 4 ½ story parking garage by 2026, adding a net increase of 500 stalls.

Bus facilities that currently serve the City of Sumner include Sound Transit's bus route #596, see route below. It provides commuters with 8 trips in the morning and 10 trips in the afternoon/evening to and from Sumner Station to the Bonney Lake Park and ride facility. There is not regular local bus transit service (e.g. Pierce Transit) that serves the Cities of Sumner and Bonney Lake for regional connection, contributing to inequities and costs associated with the commute.

596 - Sumner – Bonney Lake

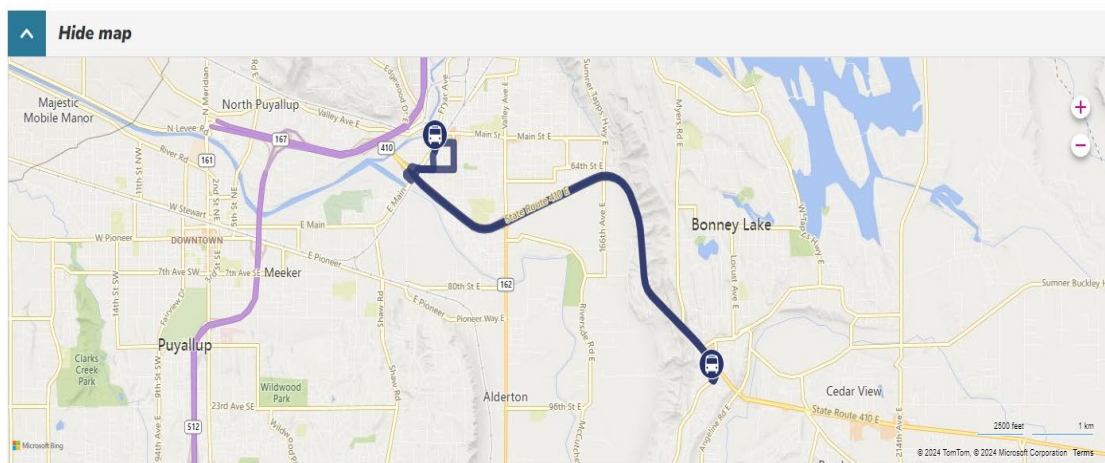


Figure 2: Sounder Bus Connection to Sumner Station

State highways that have inadequate capacity cause commuters to seek other options including using the West Valley Hwy and East Valley Hwy and other cut-through options. This cut-through traffic significantly impacts businesses and residents of Sumner by creating back-ups on minor arterials and collector streets as well as speeding in neighborhoods. As described above, the limited east-west connections also make it difficult on commuters. SR162 stretching south to Orting from Sumner is also below the necessary capacity and creates morning and evening peak hour back-ups.

c. Whether and How Commuting Patterns Have Changed in the Past Few Years

The COVID 19 pandemic created the opportunity to work from home (WFH) and has significantly changed commute patterns in Sumner. Pre-covid ridership at the Sounder Station was about 1,200 riders per day. This high demand and ridership came from Bonney Lake, south Sumner, Puyallup, and Orting and created parking challenges at the Sounder station. Since 2020 ridership has been below pre-covid numbers and the demand for parking has decreased with high demand being mid-week (Tuesday-Thursday). However, commuters are still utilizing the freeways and City surface streets to cut-through town heading north in the morning and south in the afternoon. This has

rebounded to be similar to pre-covid commute patterns. The City has sponsored a pilot project, last-mile shuttle service from the Sounder Station to the MIC. This has resulted in about 20 riders per day using the service.

d. The Most Important Land Use and Transportation Objectives from Plans that Commute Trip Reduction Most Directly Affects

CTR directly affects land use, climate and transportation objectives adopted in Sumner's 2024 Comprehensive Plan. Sumner retains its small-town atmosphere and walkability by taking appropriate steps to improve the street system and to reduce commuter traffic through town. Strategies and policies implemented as part of this CTR Plan help support the Comprehensive Plan objectives by encouraging development of complete streets and collaborating with public agencies to increase access and circulation in the city by transit, vanpool, pedestrians, bicyclists and other alternative transportation modes. The most prominent examples of these policies include the following:

Economic Development

Policy 2.4 Plan for adequate residential and commercial land to support a substantial work force and reduce worker commute times and maintain a good jobs-to-housing balance.

Community Character

- Policy 2.1. Urban Villages. Establish and support Urban Villages in key areas that allow a mix of residential and commercial uses that support each other and help reduce automobile trips. Area plans shall be prepared to indicate in more detail allowable uses, design themes, buffering, public spaces, etc.
- Policy 3.2. In cooperation with Pierce Transit and Sound Transit, establish the Town Center area as the intra-community transit hub
- Policy 7.4. Work with Sound Transit, Pierce Transit and other providers to explore ways to reduce through-traffic in Sumner, such as additional park and ride sites outside of Sumner and shuttle services.

Commuter Rail/Regional Transit Sub-Element

- Policy 7.2 Continue working with transit providers to expand and enhance bus transit service and a regional park-and-ride system that serves regional destinations and growing neighborhoods and employment areas of Sumner.
- Policy 7.3 Prioritize agency coordination and funding for commuter connections to Sumner's primary employment center, the Sumner-Pacific Manufacturing Industrial Center (MIC).
- Policy 7.7 Support a shuttle or autonomous transit that would connect the Historic Downtown area with eastern areas of the city.

Sumner's 2024 Comprehensive Plan <https://connects.sumnerwa.gov/planning-sumners-future>

Commute Trip Reduction and Transportation Demand Management

- Policy 8.3 Promote reduced employee travel during the daily peak travel periods through flexible work schedules and programs for telecommuting or at an alternate work site closer to home.
- Policy 8.4 Encourage employers to provide TDM measures in the workplace through such programs as preferential parking for HOVs, transit pass subsidies, improved access for transit vehicles, and employee incentives for using HOVs.
- Policy 8.5 Implement the provisions of the State Commute Trip Reduction Act.

Equity in Transportation-Related Decisions

- Policy 9.1 Prioritize improvements that will improve multimodal transportation in underserved neighborhoods.
- Policy 9.3 Ensure mobility for all residents within the UGA providing an accessible and affordable transportation system and encouraging public and private transportation operators to meet the needs of such persons. The City shall ensure that its transportation system meets the requirements in the Americans with Disabilities Act (ADA), apply design standards responding to the diverse community needs and improve existing City transportation facilities to meet these needs.

Transportation Element

Overall Goal: Provide an efficient and safe multimodal transportation system to improve mobility for residents, employees, and visitors of Sumner while maintaining the small-town quality of life within the City and supporting the economic vitality of the City.

- Policy 1.1 Provide a multimodal transportation system that is compatible with State and regional growth plans, plans of adjacent jurisdictions, and with public transit providers
- Policy 1.3 In managing transportation improvements that might increase regional traffic through the community, balance the desire to maintain the city character with future growth and diverse needs of the community.
- Policy 3.5 Establish truck routes based on functional classification, connectivity, and land uses
- Policy 3.6 Provide a highly interconnected network of streets, sidewalks, bicycle lanes, and trails for ease and variety of travel.
- Policy 5.8 Promote programs that reduce the demands on the transportation system through the following <transportation> strategies

The *City of Sumner 2024-2044 Transportation Management Plan* contains the following goals and objectives directly related to Commute Trip Reduction:

Goal 8. Promote programs that reduce the demand on the transportation system.

- Policy 8.1. Encourage the use of high occupancy vehicles (HOV) programs – buses, carpools, and vanpools – through both private programs and under the direction of Pierce Transit and Sound Transit.
- Policy 8.2. Promote the use of transit, carpools, or vanpools.
- Policy 8.3. Promote reduced employee travel during the daily peak travel periods through flexible work schedules and programs for telecommuting or at an alternate work site closer to home.
- Policy 8.4. Encourage employers to provide TDM measures in the workplace through such programs as preferential parking for HOVs, transit pass subsidies, improved access for transit vehicles, and employee incentives for using HOVs.
- Policy 8.5. Implement the provisions of the State Commute Trip Reduction Act.
- Policy 8.6. Consider pricing programs as an option for reducing reliance on single-occupancy vehicle (SOV) travel.
- Policy 8.7. Incentivize transit oriented and higher density land uses that encourage walking or biking near transit stations.

e. Critical Aspects of Land Use and Transportation that Should Be Sustained and Key Changes that Should Be Considered to Improve Commute Trip Reduction's Contribution to the Land Use and Transportation Objectives Referenced

Critical Aspects of Land Use and Transportation that Should Be Sustained

Sound Transit currently operates two bus routes, connecting transit riders to park and ride locations in Puyallup and Bonney Lake. Maintaining these connections aids in the success of the CTR program for Sumner.

The City of Sumner 2024 Comprehensive Plan identifies neighborhood planned areas and the MIC with anticipated levels of growth and adopts policies that support increased transportation improvements.

- Town Center: To include Sumner Station, Downtown Main Street and Puyallup Riverfront along Fryar/Traffic Ave
- East Sumner Urban Village- which encompasses East Sumner neighborhood, up to Sumner Tapps Highway.
- MIC: Stretching for the edge of Town Center up to Stewart Road, and the areas between East and West Valley Hwy.

Sumner's Transportation Management Plan/FEIS 2024 <https://connects.sumnerwa.gov/planning-sumners-future>

These centers, except for the MIC, will see increased housing and prioritized development that support the efforts of the CTR program. The Town Center, in particular, is a Transit Oriented Design (TOD) that will allow for high density housing within ¼ mile walk of the downtown and the Sounder station.

Key Changes that Should Be Considered

Continuing to make investments into infrastructure for active transportation and considering an additional public transit system will help to increase livability, maintain sustainability, and support transportation goals for Sumner commuters and residents. Other considerations include prioritizing disabled persons and increasing their access for walking and transit connection.

The City also continues to advocate for increased capacity on local State freeways and highways to reduce the impacts of cut-through traffic during commute times.

2. How the CTR Program Will Help Achieve City of Sumner's Land Use and Transportation Objectives

a. How and to What Extent the CTR Program Will Help the City of Sumner Achieve the Land Use and Transportation Objectives Referenced in Question 1

The relevant goals listed from the 2024 Comprehensive Plan are aligned with the goals and programmatic elements of the CTR Program. The City's focus on encouraging and increasing access for alternative modes of transit and, establishing employment center-specific targets, are in some cases directly met through the CTR program.

In turn, emphasizing transportation investments to decrease drive-alone rates will offer more opportunities for employees to take advantage of the CTR program benefits and incentives that their employers provide. CTR incentives and benefits include bicycle infrastructure such as showers and parking, carpool parking and rideshare systems, and teleworking policies.

3. How the CTR Program Will Help Achieve the City of Sumner's Environmental Objectives

a. How the CTR Program Will Support City of Sumner's Greenhouse Gas Emission Reduction Efforts

The City of Sumner is aligning with the County's Sustainability 2030 plan by aiming to reduce countywide and municipal greenhouse gas emissions by 45 percent by 2030 from a 2015 baseline. The actions outlined in the Sustainability 2030 Plan are designed to address this goal through targets relating to transportation, energy and built environment, waste reduction, nature-based climate solutions, outreach and education, and growing community capacity. Transportation-related goals are some of the most impactful, as 31 percent of countywide greenhouse gas emissions come from on-road vehicles, aviation, and other marine and off-road transportation equipment.¹⁹ Under Sumner's Comprehensive Plan the transportation section includes relevant goals:

Sumner's CTR ordinance <https://www.codepublishing.com/WA/Sumner/#/html/Sumner16/Sumner1606.html>

The CTR program supports greenhouse gas reduction goals by promoting other modes of transportation through employer education and engagement, as well as incentives. As more people shift to alternative modes of transportation, the reduction in SOV trips can help reduce greenhouse gas emissions. The CTR program also supports many of the transportation goals outlined in the Greenhouse Gas Reduction Plan outright, as well as the CTR goals.

b. How the CTR Program Will Support City of Sumner's Environmental Objectives in addition to Greenhouse Gas Emission Reductions

The CTR program supports both the environmental objectives and greenhouse gas emissions reduction goal by prioritizing alternative modes of transportation, coordinating between agencies and employers, and recognizing the impact that drive-alone rates have on air quality.

4. How the CTR Program Will Help Achieve Regional and State Objectives

a. The Local, Regional, and State Benefits that Would Be Gained If the City of Sumner Achieves the CTR Targets

By addressing key objectives outlined in regional and state transportation plans, the potential advantages of successful CTR implementation are significant. From reducing greenhouse gas emissions in highway-adjacent communities to promoting nonmotorized transportation and improving transit service quality, CTR induced benefits contribute to broader goals of sustainability, accessibility, and mobility. Furthermore, aligning with the overarching aim of increasing multimodal travel across communities, the CTR program can be a strategic tool to meet diverse transportation needs while fostering a more resilient and connected transportation network.

Local, Regional and State Benefits

- Decrease in greenhouse gas emissions, especially for highway-adjacent communities: the County, region, and State have goals to decrease GHG emissions. Every reduction in SOV trips contributes to a decrease in emissions.
- Increase in nonmotorized transportation: the Regional Transportation Plan and 2024 Comprehensive Plan both emphasize increases in nonmotorized transportation via walking, biking, or rolling. CTR incentives and infrastructure can help to improve this.
- Increased service: both the County and region have objectives that are centered around increasing service. Implementation of the CTR Plan can help to further this goal by providing additional demand for transit services, increasing coordination between employers and transit agencies, and adding outreach and education.
- The WTP emphasizes efforts to increase multimodal travel; implementing CTR is an inherent effort to increase multimodal travel across communities. The implementation of the program would provide a benefit in meeting this objective.
- By incorporating environmental justice goals and requirements set forth in the Healthy Environment for All Act (HEAL Act) and Pierce County's Equity Note policies, CTR and corresponding decreases in GHG emissions, Nitrogen Oxides emissions, and particulate matter, can help improve air quality in overburdened communities for vulnerable populations.

b. Adjacent CTR-Affected Cities and Counties.

In relation to City of Sumner, the following are adjacent CTR affected cities and counties:

Cities: Bonney Lake, Auburn, Pacific, Fife, Puyallup, Milton, Edgewood

Counties: King County and Un-incorporated Pierce County lands

c. The Top Few Cross-Border and Regional Transportation Issues that Affect the City of Sumner.

Highway Congestion

SR167/SR410 congestion and cut-through traffic. Remains the top cross-border issue that affects commuters in Sumner. On ramps to SR410 at Traffic Ave and Sumner-Tapps Highway experiences back ups at traffic lights have an impact on commuters. In the MIC district, traffic congestion impacts SR167 for commuters seeking to head north or south out of Sumner.

Drive alone contributes to regional transportation issues that cause congestion to the highway systems.

Transit Access

Convenience and access to transit creates a barrier to commuters who desire to seek this option. The City of Sumner maintains a Town Center within one-quarter mile of the Sumner Sounder Station, yet safe and direct access by bicycle and walking remains the top issue. Pierce County: Vision 2050 forecasts that transit boardings will more than triple by 2050. Investing in transit-oriented communities aligns with the 2050 Regional Transportation plan.

Bicycle Infrastructure

The Sumner Link trail provides an integral missing link between the Interurban Trail, connecting Pierce County to Seattle, and the Foothills Trail, which leads to Mt. Rainier from city of Puyallup. This regional trail system supports bicyclist movement and sections of the Sumner link trail located between Auburn/Algona Pacific will likely be developed, with plans for future connections to be developed south towards the Foothills Trail. The regional transportation plan has also identified bicycle facilities where there are opportunities to fill gaps and create an accessible and connected bicycle/pedestrian network.

d. The Strategies the City of Sumner, Adjacent Cities and Counties, and the Region Have Agreed to Address the Top Issues Described in Section 4c

Congestion

Pierce County has secured grant funding to implement neighborhood and corridor CTR projects. These projects will provide residents, commuters, students, schools and employers in the targeted area with tailored CTR programs. These tailored programs will aim to meet the concerns identified by the community in the targeted area. Pierce County will continue applying for grants to support CTR neighborhood and corridor projects.

Transit Connectivity and Access

Even though the County is not a transit service provider, the County looks for opportunities to support the growth of transit options. The County helps residents and commuters access transit by providing information on transit route planning, supporting a ride buddy program and ride classes, making available free ORCA cards loaded with transit fares, providing safety gear, educating on ways to combine bicycling and transit, asking employers to provide their employees with transit subsidy programs, promoting a rideshare month campaign with prizes, and coordinating with transit agencies to promote their services and products.

The County plans to develop a multi-family housing sustainable transportation toolkit. This toolkit will show developers and property managers of multi-family developments how to incorporate transit fare programs into their resident package along with providing bike racks and spaces for teleworkers.

Through this CTR Plan, Comprehensive Plan, and other planning efforts with the departments of Parks and Recreation and Human Services, the County will coordinate with the transit agencies on land use development, community needs and transit service.

Active Transportation Infrastructure

The County will look for opportunities to support the growth of bicycling in Pierce County. Pierce County will assist residents and commuters to try adding or increasing their bicycle trips by:

- lending organizations a cycling skills course kit to teach confident riding,
- promoting bicycle courses and rides,
- providing free safety gear, educating on ways to combine bicycling and transit,
- asking employers to provide their employees with bicycle parking, bicycle fix-it stations with tools, showers and clothes lockers and incentives,
- supporting a retail discount program for bicyclist,
- and promoting a bike month campaign with prizes.

Performance Targets

5. CTR Performance Targets

a. Performance Targets That Reflect Only CTR-Affected Worksites

Weighted average drive-alone rate of 60 percent or less for CTR-Affected worksites at the jurisdictional level.

b. Additional Performance Targets

No additional performance targets are designated for this CTR Plan.

6. Base Values for Each Performance Target

a. The Baseline Number

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2026-,2028 and 2030 survey results.

7. Method Used to Determine the Base Value for Each Target

a. The Source for Each Base Value Listed

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2026, 2028 and 2030 survey results.

8. How City of Sumner Will Measure Progress Toward Each Target

a. The Method Used to Measure Progress for Each Target

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2026, 2028 and 2030 survey results.

9. CTR-Affected Worksites in City of Sumner

List of CTR-Affected Work sites:

Amazon Warehouses

City of Sumner

10. Performance Targets for Each CTR-Affected Worksite

a. Performance Targets Established during the 2023–2025 Survey Cycle

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2026, 2028 and 2030 survey results.

11. List the Base Value for Each Site

a. Base Values Established during the 2023–2025 Survey Cycle

A base value will be established during the 2023-2025 survey cycle.

Services and Strategies

12. Services and Strategies City of Sumner Will Use to Achieve CTR Targets

Ride Together Pierce provides services that help businesses in Pierce County implement commuter programs and make alternative transportation options easy for riders to access.

Services for Employers

- Program development and analysis assistance
- Employee Transportation Coordinator training
- Employer network opportunities
- ORCA product assistance
- Survey assistance
- Staffing at worksite transportation fairs
- Vanpool formation assistance
- Marketing materials such as posters and brochures
- Online library of materials
- RideshareOnline.com online ridematching
- Countywide and statewide campaigns, see eligibility criteria for each campaign
- HOV parking signs and hang tags
- Emergency Ride Home
- Quarterly and Annual Employer recognition

Services for Residents

- Vanpool formation assistance
- RideshareOnline.com online ridematching
- Your Work, Your Way Campaign, promoting telework and compressed work weeks
- Bike Everywhere Challenge, promoting biking as a mode of transportation
- Walk Everywhere Challenge, promoting walking as a mode of transportation
- Rideshare Campaign, promoting rideshare as a mode of transportation
- First Time User Guides,
- Resources to help plan and save on commuting
- Travel modes information

13. How the City of Sumner's Services and Strategies Will Support CTR-Affected Employers

Ride Together Services and Strategies

The City assists employers with developing effective strategies and programs that support CTR and help their employees choose sustainable transportation practices. Pierce County's CTR services and strategies are available and provided free of cost to the employer, not requiring them to budget for these services. These services support CTR- affected employers in the following ways:

- CTR programs help businesses meet their sustainability goals and climate action visions and missions.
- CTR survey results can be used to identify the commute plans that best suit employees' needs and to help employers develop their own CTR plans.
- Funding rideshare events and campaigns will provide a community of awareness that will support the CTR actions of individual employers.
- Customized support and tools can be piloted by the employer, allowing for program modifications and final implementation of successful programs with no financial risk to the employer.
- The County fulfills requests for free translated materials to help employers provide information to non- English or limited English speakers at no additional cost to the employer.
- Employers can take advantage of other employee events such as a benefit fair to share commute options and information.
- The County supports ETCs with ongoing training and seeks feedback from ETCs for improving transportation plans and CTR strategies and services.
- Providing employees with commute option benefits such as transit subsidies and HOV parking, may reduce the costs associated with providing parking spaces or increase client parking.
- Employer commute options programs, which help to reduce the rate of solo driving, thereby benefitting the economy, environment, and businesses by reducing traffic congestion, air pollution, and fuel consumption.

14. Barriers the City of Sumner Must Address to Achieve CTR Targets

a. How City of Sumner Will Address the Barriers

One the greatest barriers to achieving CTR targets is the availability of local transit options. The City will continue to be involved in long-range transit planning with Pierce Transit with the goal of reestablishing a local transit service in Sumner. The City will support Sound Transit on expansion of commuter rail service (e.g. frequency) in Sumner.

15. The Transportation Demand Management Technologies the City of Sumner Plans to Use to Deliver CTR Services and Strategies

In partnership with Pierce County, the following transportation demand management technologies to deliver CTR services and strategies are provided:

- A website that offers CTR information for residents, commuters, and employers. There will be first-time guides for sustainable transportation modes, and links to services such as ride-share matching and transit route planning.
- The website will host an employer portal for turnkey materials to promote commute options services to their employees, campaign mode materials, and training videos for ETCs.
- The website will house a comprehensive Telework Tool for businesses, managers, and teleworkers. The toolkit will provide the resources needed to establish a policy, training for how to manage employees in a telework setting, and answer frequently asked questions about teleworking.
- The website will have a Contact Us form that will be monitored by the Ride Together Pierce team.
- Host a trip-tracking calendar that will allow people to record their trips, watch their environmental and cost savings, earn achievement badges, join team challenges, and view team results live as trips are logged.
- The trip calendar will track campaign statistics and will include a prize entry form.
- Management of the Emergency Ride Home program to allow sustainable commute users to request an e- voucher for a taxi, Lyft or Uber ride home from their worksite. Users who pay the taxi, Lyft, or Uber provider directly, can submit a reimbursement claim for the trip expense.
- Provide trip planning through the Ride Together Pierce ride management tool. The user can input their origin and destination and the tool will provide trip suggestions for carpooling, vanpooling, transit, bicycling and walking.
- Promote transit trip planning tools that will suggest routes, times, and fares for the Pierce, King, Kitsap, and Snohomish regions.
- Provide matching services for ride-sharing through the Ride Together Pierce ride management tool for joining or forming carpools and vanpools. Users can enter their home origin and work destination, hours, and days worked to request potential matches.
- Communicate programs and services through the Ride Together Pierce community newsletter email distribution list.
- Promote programs and services by posting on Ride Together Pierce social media accounts.

16. City of Sumner's Local CTR Ordinance

Sumner's CTR Ordinance can be found in Sumner Municipal Code (SMC) Chapter 16.06 <https://www.codepublishing.com/WA/Sumner/#/html/Sumner16/Sumner1606.html>

17. Commute Trip Reduction Regional Financial Plan

a. The Estimated Average Annual Costs

The 2025–2029 CTR Financial Plan for the region is provided as Table 1. Explanatory notes for each activity follow.

Table 1—2025–2029 CTR Financial Plan for Pierce County and the Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, and University Place

Activity	Estimated Average Annual Cost
Employer Engagement	\$410,000
Performance Reporting	\$12,000
Administration and Agency Coordination	\$26,000
Commute Trip Reduction Plan Development	\$21,000
Pierce County Employee Commute Options Program	92,000
Estimated Annual Total	\$561,000

b. The Likely Funding Sources, Public and Private, to Implement the Plan

Table 2—Likely Revenue Sources for Funding CTR Plan

Activity	Estimated Average Annual Revenue
Pierce County	\$149,000
Washington State Department of Transportation CTR Formula Funds	\$75,000
Congestion Mitigation and Air Quality Federal Competitive Grant Funds	\$337,000
Total	\$561,000

18. The City of Sumner's Implementation Structure

a. Who Will Conduct the Activities Listed in the Plan

The CTR-affected Cities of DuPont, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, and University Place contract with Pierce County for CTR program administration. It is expected that the cities will continue contracting during the 2025–2029 plan years. Within the City of Sumner, the Community Development, Public Works Department, and Administration Department will be responsible for plan implementation.

Who Will Monitor Progress on the Plan:

Job Title	Name	Department
CTR Coordinator	The Pierce County Planning and Public Works Department, with staff from the CTR-affected cities, will monitor the progress of the CTR Plan.	
City Clerk	Michelle Converse	Legal – City of Sumner

19. The City of Sumner's Implementation Schedule

a. Table 3-Timeline for Anticipated Projects and Actions

1st Biennium July 2025–June 2027	2nd Biennium July 2027–June 2029
• Provide commute planning and other employee transportation services to Pierce County employees. • Provide employer support services such as networking opportunities, mode campaigns with incentives, marketing materials, ride-share matching assistance, transportation fair and event support, transit trip planning, Emergency Ride Home program, quarterly recognition, and Best Commuter Business leadership program. • Identify CTR-affected and voluntary worksites. • Train and provide technical assistance to ETCs. Provide opportunities for their continued learning of best practices. • Provide access to quarterly and annual CTR program reporting tools and training on how to complete the reporting process. • Review employer quarterly and annual CTR program reports • Provide access to the survey tool and training on how to • complete the survey process. Review survey results. • Conduct financial and administrative program management of the CTR Plan. • Engage in local, regional and state CTR planning and collaborate CTR efforts with local agencies.	• Provide commute planning and other employee transportation services to Pierce County employees. • Provide employer support services such as networking opportunities, mode campaigns with incentives, marketing materials, Emergency Ride Home program, quarterly recognition, and Best Commuter Business leadership program. • Identify CTR-affected and voluntary worksites. • Train and provide technical assistance to ETCs. Provide opportunities for their continued learning of best practices. • Provide access to quarterly and annual CTR program reporting tools and training on how to complete the reporting process. • Review employer quarterly and annual CTR program reports. • Provide access to the survey tool and training on how to complete the survey process. Review survey results. • Conduct financial and administrative program management of the CTR Plan. • Engage in local, regional, and state CTR planning and collaborate CTR efforts with local agencies. • Undertake development activities for 2029–2033 four-year CTR plan.

20. The CTR Plan for the City of Sumner Employees

a. Services, Programs, Information, and Other Actions City of Sumner Put in Place to Help Employees Reduce Their Drive Alone Commute Trips

- The City of Sumner communicates programs and services provided by Pierce County including emails from the Ride Together Pierce program and events.

21. How the CTR Plan for City of Sumner Employees Contributes to the Success of the Overall Plan

a. How the Plan for City of Sumner Employees Reinforces the Success of the Jurisdiction Plan

The actions included in the City's commute options employee program indicate the City's commitment to the goals of the CTR Plan. The City's employee program is similar to the worksite programs of other CTR- affected employers. Thus, they create a mutually reinforcing community focused on CTR efforts. Employers know that the city is involved and committed to CTR along with them. The regular forums for ETCs foster relationships through sharing experiences and best practices and provide a place for mutual problem-solving and support. This strengthens the program at all affected sites in the City of Sumner.

Alignment with Plans

22. Transit Agencies That Provide Service in City of Sumner

Transit Agencies:

- Pierce Transit
- Sound Transit

23. Transit Plans Reviewed While Developing this Plan

Information Sources:

- Pierce Transit Development Plan 2023-2028
- Sound Transit Development Plan 2023-2028

24. How This CTR Plan Supports the Transit Plan(s)

CTR plans play a crucial role in supporting transit initiatives by encouraging employees to choose public transit options for their daily commutes. By providing incentives, subsidies, and informational campaigns, CTR programs promote transit usage among commuters. Specifically:

- **ORCA Product Assistance:** Increases use of transit service through the ORCA Business Passport program that offers pretax and subsidized transit passes.
- **Engagement in the Planning Process:** Efforts to gather public feedback through an online open house and engaging stakeholders in interviews regarding the CTR plan increases stakeholder awareness of and support for transit and other travel modes. Facilitating workshops on developing CTR plans for jurisdictions helps staff learn how others are promoting and supporting transit use.
- **Instituting Parking Maximums:** Reducing the supply of parking by instituting parking maximums for new development will help encourage people in those developments to look to non-drive-alone modes of travel, foremost transit.

25. Comprehensive Plan Updates Needed and When They Will Be Made

The desire for bikeways, trails and pedestrian crossings in the Sumner Rivergrove Community and through the MIC district will be considered in the next Comprehensive Plan update. LOS for sidewalk connection, safety and ADA accessible will be scored upon the next effort for update.

Engagement

26. City of Sumner's & Pierce County CTR Stakeholder Engagement

Pierce County developed a series of outreach activities designed to engage members of the community, vulnerable populations, employers, and community-based organizations on behalf of CTR-affected jurisdictions located in Pierce County. City of Sumner partnered with Pierce County in the delivery and promotion of these outreach activities and encouraged residents and employees in City of Sumner to participate. Pierce County offered the following outreach activities:

- Community survey
- Online open house
- Workshops with employers
- Community-based organization interviews
- In addition, Pierce County collected public feedback related to CTR at a variety of in-person community events in 2022-2023.

a. Who we Talked To

The open house survey targeted all 24 jurisdictions with Pierce County and received responses from 152 participants. Of all the survey responses, 2 responses indicated they live in City of Sumner (see Appendix B) and 5 work in the City of Sumner.

Sumner feels that the overall results are an indication of the transportation needs of our residents and commuters. Like other suburban cities in Pierce County, Sumner is situated along existing rail lines and is currently served by Sound Transit train service. Outside of the train service, commuters are dependent on finding carpool options.

We talked to the following employers and community-based organizations that work with communities:

ForeverGreen Trails

- Remote work is a key CTR strategy that increased significantly during the COVID-19 pandemic. It preserves transportation capacity for those who need to commute while eliminating environmental impacts from trips not taken.
- Densification reduces transportation barriers and impacts. Managing land use to avoid low-density, single use development is necessary for people to be able to get around without a car.
- Improving transit corridors requires collaboration between local and state jurisdictions and transit authorities—infrastructure and service improvements rely on multiple agencies working together.
- It's important to reduce collision risk and make sustainable modes safer. Making them enjoyable is also key.

Tacoma-Pierce Health Department

- Exposure to low air quality is higher in communities divided by highways and other heavily traveled roads.
- Speeding on multilane roadways is a major safety issue and can be difficult to manage on a local level.
- Pierce County is under-resourced for public transit. Expanding service, investing in more complete streets and first/last mile programs, and constructing and improving sidewalks—particularly near libraries, schools, and other similar facilities—is important to make transit a more accessible choice.
 - This is especially important for people using mobility devices who may rely on public transit. Most municipalities have a budget for sidewalk improvement requests from people using mobility devices, but often the budgets aren't fully utilized.
- Weather, distance, and geographic features such as hills can be barriers to choosing active mobility options.
- There are not enough protected or connected bike lanes. Glass and debris on major roadways can further deter people from choosing to ride their bicycles.
- Accessing childcare is a widespread barrier to choosing non-drive-alone modes.
- There is a lot of free parking in Pierce County which makes driving seem like an economical and easy choice.

Pierce County arranged interviews for the following community-based organizations which serve populations in City of Sumner:

YMCA of Pierce and Kitsap Counties

- Accessing childcare is a big issue, particularly in unincorporated Pierce County. Transportation can be a barrier to access to basic services for families.
- Families who need to make multiple stops during their commute are less likely to choose non-drive-alone options.
- Areas on the Kitsap Peninsula and in Bethel and unincorporated Pierce County are not served by transit. This includes the city of Sumner.
- Ride Together Pierce's programming and incentives can help communities to embrace healthier practices such as active mobility and reducing emissions from driving alone. This can help with developing *Blue Zones*, a project that encourages changes in the local community that leads to healthier options for community participants.

Pierce County Planning and Public Works Data <https://www.ridetogetherpierce.com/>

b. When did we talk to Them

The online community survey was open from February- April 2024

The Commute Trip Reduction Plan online open house was held from April- May 2024.

Pierce County collected public feedback on CTR at the following events:

- Tree Giveaway, held in South Hill on 3/21/2022
- South Sound Sustainability Expo, held in Tacoma on 4/16/2022
- Spring Garden Fest, held in Tacoma on 5/21/2022
- Parkland National Night Out, held in Parkland on 8/2/2022
- Trails Conference, held in University Place on 9/29/2022
- Sumner Brain Health Event, held in Sumner on 10/8/2022
- Thriftapalooza, held in Puyallup on 11/5/2022
- South Hill Library: Teen Corner Climate Impacts Display, held in South Hill on 12/12/2022
- Tree Giveaway, held in Parkland on 3/25/2023
- South Sound Sustainability Expo, held in Tacoma on 4/22/2023
- Safe Streets: Washington High School Youth Leading Change, held in Parkland on 4/25/2023
- Safe Streets: Red Barn Youth Center, held in Key Peninsula on 5/1/2023
- Orting Library Climate Change Display, held in Orting on 5/2/2023
- Safe Streets: Pacific Islander Health Board of WA, held in Fife on 5/17/2023
- Pipeline Trail Party, held in Tacoma on 5/20/2023
- Safe Streets: Bethel Community Services, held in Bethel/Spanaway on 6/9/2023
- Kids Kraze, held in University Place on 6/10/2023
- Safe Streets: Peace, Understanding, Love, Loyalty Coalition, held in Tacoma on 6/17/2023
- Lakewood Summer Fest, held in Lakewood on 7/15/2023
- Safe Streets: Puget Sound Educational School District Latinx Family Advocacy Group, held in Prairie Ridge on 7/25/2023

c. What did Stakeholders have to say?

Tabling Events

Pierce County-area residents and workers provided feedback on the county transportation system and CTR at outreach tables hosted by Pierce County Sustainable 2030 Plan staff. The following summary of comments received at tabling events, grouped by the event location, were reviewed for the CTR Plan.

- **Bethel/Spanaway**
 - Provide electric buses and dedicated bus lanes.
 - Provide a more walkable environment.
 - Encourage carpooling.
- **Fife**
 - Create public transportation routes that serve working-class and poor communities.
 - Improve safety on transit systems.
 - Offer vouchers for low-income, disabled, homeless, vulnerable community members.
 - Provide carpooling incentives.
- **Key Peninsula**
 - Add more transit routes and make them more accessible to communities.
 - Bring electric buses to Key Peninsula.
 - Improve walking conditions in Key Peninsula.
- **Lakewood**
 - Provide shuttles to Clover Park Technical College.
 - Improve ADA transit options for Clover Park Technical College and throughout Pierce County.
 - Improve transit service to outlying areas of Pierce County.
 - Separate sidewalks from the road for walking and biking in Ruston.
 - Install moving sidewalks.
- **Orting**
 - Install more streetlights.
 - Add more bike lanes and sidewalks.
- **Parkland**
 - Improve accessibility for riders with disabilities.
 - Make neighborhoods more walkable.
 - Provide low-cost transit passes for low-income residents.
- **Bonney Lake**
 - Bring public transportation to Bonney Lake.
 - Encourage residents to walk and bike to destinations in Bonney Lake and improve walking and biking infrastructure.
 - Encourage carpooling to work from Bonney Lake.

- Encourage residents to run multiple errands in one trip to reduce overall trips.
- **Puyallup**
 - Provide new transportation modes such as high-speed rail and water taxis.
 - Extend light rail and Sounder service.
- **South Hill**
 - Provide a public transportation system that is easy to use and accessible to all by 2030.
 - Provide more infrastructure and community green space to support walking.
- **Sumner**
 - Provide more outreach classes and information in Spanish.
- **Tacoma and Unincorporated Pierce County**
 - Add bike lanes to Pearl Street.
 - Provide high-speed rail.
 - Improve accessibility for ADA transit riders.
 - Add more transit stops and increase the transit service area.
 - Provide electric bikes for low-income residents.
 - Provide more sidewalks and bike lanes.
 - Provide more transportation options for elderly residents.
- **University Place**
 - Improve biking and walking conditions in rural areas.
 - Add more bike paths and space for biking.

Pierce County Comprehensive Plan Scoping Survey

- When asked “Which alternatives to a car would you consider using at least once a week if comfortable, convenient, and safe?,” 46.2 percent of respondents reported that they would walk, followed by 36.3 to 39.2 percent said that they would ride the bus or rail.
- When asked “In safe and comfortable walking conditions, how far are you willing to walk to a destination such as your work, a transit stop, or a place to do errands?,” 26.7 percent of respondents reported that they would walk .5 to 1 mile, 29.6 percent reported that they would walk .25 to .5 miles and 31 percent reported that they would walk less than 1/4 mile.

Community Member Survey

Pierce County, in collaboration with the Ride Together Pierce program, conducted an online survey to collect information about commuter habits and gather feedback on potential sustainable and affordable commuting options. This survey was distributed to Ride Together Pierce newsletter

subscribers, promoted on Ride Together Pierce's social media sites, and available on the Ride Together Pierce website. The survey received 74 responses from residents across Pierce County. Key themes include the following:

Public Transportation: Many respondents indicated that more direct and frequent transit service, transit stops located closer to home, and amenities such as bus shelters would encourage them to ride transit.

Bicycle Infrastructure and Education: Respondents indicated that providing improved bicycle infrastructure, such as dedicated bike lanes, and improving roadway safety would encourage commuting by bicycle. A few respondents expressed interest in programs focused on bicycle safety education and safe route planning.

Incentives: Several respondents identified financial incentives such as cash, gifts, or point-based reward programs as a motivation to try alternatives to drive-alone trips.

Vanpools/Carpools: Although respondents expressed a willingness to try carpooling and vanpooling, they identified difficulty forming vanpool/carpool groups and a need for flexible vanpool/carpool timing as deterrents.

Telecommuting: Several respondents noted they would choose to work from home if their office policy allowed.

Land Use: Some respondents noted a desire to live closer to their workplace if there were affordable housing available and that living closer to work would improve the likelihood that they would try alternatives to drive-alone trips.

Safety: Safety was identified as a major deterrent for choosing sustainable commute options. In addition to feeling unsafe while biking, some respondents mentioned concerns about the safety of public transportation. Additionally, one respondent noted that they avoid carpooling due to their distrust of the driving abilities of other people.

Commute Trip Reduction Online Open House

Following the online community member survey, Pierce County hosted an online open house that described what could be included in each section of the 2025–2029 CTR Plan and asked respondents to provide comments and additional input on commuting preferences and barriers. There were 238 respondents to the survey embedded in the online open house. Key themes of the feedback provided are summarized below:

Changes in Commuting Patterns: Most respondents shared that, despite an increase in working from home, they have observed significant increases in congestion and travel time during their commutes, and several shared that there are more cars driving on side streets and through neighborhoods. Multiple respondents shared observations that driving behavior has become more dangerous and they do not feel safe on the road when driving, biking, or walking. Many respondents noted that several bus routes have been eliminated or reduced and remaining routes are more challenging to access.

Public Transportation: Several respondents expressed interest in expanded public transportation options, such as more frequent Sound Transit Sounder commuter trains or access to Sound Transit Link light rail. Multiple respondents emphasized the importance of expanded service locations,

routes, and times, as well as faster and more reliable service. They also noted a desire for more local service rather than a focus on regional travel.

Additionally, respondents appreciated on-demand runner systems, transit cars that can be hailed by a smart phone app in areas where bus service is not available and would like to see these services improved and expanded. Respondents also expressed a desire for infrastructure, such as benches or shelters, at bus stops.

Active Mobility: Multiple respondents cited the lack of safe bicycle and pedestrian infrastructure as a deterrent to choosing these modes, noting they would like to see dedicated, protected bicycle lanes and more sidewalks.

Safety: In addition to safety improvements for pedestrians and bicyclists, respondents expressed safety concerns for transit riders, noting the presence of crime and drug use on buses. Others emphasized the need for an overall shift toward prioritizing people over cars, advocating for policies and infrastructure to support pedestrians, cyclists, and public transportation riders.

Performance Metrics: Asked to share their thoughts on selecting CTR performance metrics, respondents expressed a preference for jurisdictions to consider their local transportation needs and set realistic, impactful goals. This could include considering environmental factors and integrating low-carbon targets.

Employer Network Event

Keep doing:

- Providing promotional materials, templates, and campaigns.
- Training and ongoing coordination and support for ETCs.

Start doing:

- Employer and employee spotlight.
- Providing vanpool vans and assisting with ride-share matching and formation.
- Adding earlier or later transit routes and improving the Emergency Ride Home program²⁷ for those working early or late shifts.
- Subsidies for items such as bike racks, helmets, walking shoes, and ORCA cards.

Stop doing:

- Opt-out option to not receive printed campaign posters (employers will print the posters in-house).

Partner Visioning Meeting

What should the CTR program keep doing?

- Provide ETCs with toolkits, materials, and training to promote CTR programs.
- Support CTR survey planning and recognize ETCs for their efforts.
- Maintain the Ride Together Pierce webpage and resources, as well as programs and campaigns such as Bike Swap, Emergency Ride Home, handing out ORCA cards, and other incentives.

What is one bold new idea the CTR program should consider doing?

- Promote a free transit month for all commuters and analyze ridership data.
- Provide grants for high-quality, secure bike parking.
- Promote safety, particularly with regard to public transportation (i.e., accessible, well-lit bus stops).

Employer and Tribal Relations Interviews

MultiCare Health System

- Subsidized ORCA cards are a popular benefit.
- Spanish is the most common language spoken other than English, followed by Tagalog.
- Employees want easier transit and ride-sharing options.
- Information about the environmental benefits of CTR would encourage more people to participate.
- On-site promotions would reach more employees than email.

Virginia Mason Franciscan Hospital

- Carpooling and teleworking are the most popular non-drive-alone modes.
- Spanish is the most common language spoken other than English, followed by Vietnamese and Russian.
- Employees want easier transit and ride-sharing options.
- Safety tips for riding transit, carpooling, or riding bicycles would encourage people to participate.
- Parking is always limited; often employees have to park in the patient lot and end up running late.

DSHS Child Study and Treatment Center

- The bicycle map is the most popular pamphlet. Adding secure on-site bike parking would make this mode more accessible.
- Working early or late shifts can be a barrier to participating in ride-sharing or taking the bus.
- Employees commute from all over, so finding ride-sharing partners can be challenging.

Toray Composite Materials America

- Getting information out to employees can be challenging. Not all have access to a computer, so using QR codes in printed materials (such as posters and break room signs) could more effectively reach people.
- Emphasizing sustainability could be a good way to garner additional leadership support.

Pierce County Senior Counsel for Tribal Relations

- Elder and veteran transportation needs are not being met. This may include mobility and access issues and first/last mile route planning.
- Would like transit agencies to do a better job reaching out to tribes. Does not support rail going through tribal land.

- Support for opening relationships to have conversations around transportation needs.
- Would like agencies and government to support tribal treaty rights.
- No responses were received from the informational and engagement request emails sent to the Puyallup, Muckleshoot, Nisqually, and Squaxin Tribes.

Transit Agency Outreach/Interviews

Pierce Transit shared that its next upcoming System Restoration goal is to restore 15-minute frequencies on Routes 2 and 3. The agency noted that peaks in ridership have expanded throughout the day and on weekends, and that more students are riding transit with the Youth Ride Free program.

Intercity Transit shared that the agency primarily serves riders commuting between counties, as well as the large military population commuting to JBLM. Upcoming changes may include more effectively connecting military residents with the base, as well as increasing the span and frequency of existing express routes to provide better connections with Pierce Transit and Sound Transit routes. Staff noted that the rise of remote work, particularly among government workers based in Olympia, has drastically impacted reduced ridership.

Sound Transit shared that working with employers is a key strategy to develop successful CTR strategies. For instance, negotiating reasonable transit pricing with the ORCA Passport Program can be very impactful, as it can incentivize people to shift to transit without a massive added cost to employers who provide ORCA Passport Programs to their employees. Building these connections relies on enhanced marketing and partnering with jurisdictions and organizations, such as Downtown On the Go, to better reach employers. Staff also provided the following details on ridership:

- With the rise in remote work, commuting peaks are lower on Monday and Friday and higher Tuesday through Thursday. Peaks overall are broader throughout the day and on the weekend, particularly for large events.
- Ridership was least impacted during the pandemic on the 574 (Lakewood, Tacoma, Airport) route, indicating a high proportion of essential workers along that route.

Pierce County Transportation Advisory Commission CTR Plan Presentation

What would make commuting easier? What should the CTR program consider doing?

- Create transportation hubs in low-income or historically disadvantaged communities with free options such as bike-sharing and scooters and focus on connecting people to public transportation.
- Work to connect nearby (CTR-affected and non-CTR-affected) employers using carpool/vanpool.

- Improve bike infrastructure; focus on routes with lower traffic speeds.
- Increase public transit, provide more direct routes, and offer door-to-door van service to bridge gaps.
- Pay for vanpool and provide vehicles for employee use in case of emergency.
- Improve minimum requirements for CTR-affected employers (e.g., subsidized ORCA cards, staggered work schedules, and telework).
- Analyze traffic data near major employers and synchronize intersections to reduce congestion.
- Add schools to the CTR program.

d. How Stakeholders' Comments Influenced the Plan

- Pierce County collected comments at several community events during 2022 and 2023. At these events, people said that Pierce County should offer [transit] vouchers for low-income, disabled, homeless, and vulnerable community members; provide carpooling incentives; encourage residents to walk, bike and carpool to destinations; and provide outreach classes and information in Spanish. To support these interests, the County will:
 - Make ORCA cards loaded with transit fares available at community events and for CTR-affected employers to hand out to employees.
 - Encourage the use of sustainable modes of transportation by providing information on their website including first-time rider guides; marketing sustainable alternative transportation campaigns with incentives; offering training opportunities such as bicycle classes, bicycle skills courses, and transit field trips; promoting a bicycle buddy matching program; and work with employers to provide translated materials.
- Respondents to the Spring 2024 Community Survey shared interest in programs focused on bike safety education and safe route planning, financial incentives, gifts or reward programs, help forming carpool groups, options to work from home. To support these interests:
- Pierce County will look for funding opportunities for additional incentives to those offered with mode campaigns and providing free ORCA cards loaded with transit fare.
 - Pierce County will promote partner incentive programs such as occasional vanpool formation incentives offered by transit agencies.
 - Pierce County will promote its online telework toolkit to businesses and school career centers.
- The preferred sustainable transportation modes as reported in the Spring 2024 Open House Survey were to ride the city or regional bus, ride a bicycle, walk or use a mobility device that rolls or a scooter or skateboard, and work from home. To help support these modes Pierce County will provide:
 - Transit ridership: transit fare and ORCA cards, transit training, classes, or field trips.
 - Bicycling: bicycle classes, skills course training, bike rides, bicycle buddy ride-share matching, support or safety gear such as reflective gear or tire repair kits, transit fare to combine bicycling and transit for longer trips.

- Walk or use a mobility device that rolls or a scooter or skateboard: provide opportunities to receive support or safety gear such as reflective gear and umbrellas or transit fare to combine walking and transit for longer trips.
- Work from home: online telework toolkit for businesses, managers, and teleworkers.
- The top barriers to sustainable transportation modes as reported in the Spring 2024 Open House Survey were the lack of transit availability, that transit takes too long, and concerns about safety while riding transit. The secondary barriers reported included that riding a bicycle feels unsafe and that people feel their commute is too long for riding a bicycle. To address these barriers, Pierce County will:
 - Share with transit agencies the valuable comments received from the CTR Plan outreach and engagement process and collaborate with transit agencies
 - Provide transit riding classes and field trips to help grow rider confidence.
 - Address rider safety concerns by providing transit agency safety information to commuters.
 - Goal T-12.2 of the 2024 Comprehensive Plan endorses the concept of complete streets, which promotes roadways that are safe and convenient for all users and new Goal T-12.7 prioritizes developing a safe, connected network of active transportation facilities that allows for access to centers and community destinations.¹³
 - Goal T-16.8 of the 2024 Comprehensive Plan encourages placement of transit shelters that are well lit and clearly visible.¹⁴
- During the Employer Network and Employer Interviews, Employee Transportation Coordinators discussed what was working and areas where their CTR programs could use additional support from the County and cities. Ideas that were mentioned included an employer and employee spotlight, assisting with ridematching, improving the Emergency Ride Home program, offering subsidies for commuter and safety gear, on-site promotions, and more printed materials for employees who do not computer-based jobs. To address these concerns, Pierce County will:
 - Spotlight individual employer efforts when promoting Best Commuter Business honorees and continue listing quarterly Employee Transportation Coordinator kudo recipients on the Ride Together Pierce webpage.
 - Support employer efforts to conduct personalized ridematching efforts or events to help form carpools and vanpools.
 - Improve access to the Emergency Ride Home program by adding an e-voucher payment option to the already provided reimbursement process.
 - Provide employers access to free bicycle helmets and ORCA cards loaded with transit fare to offer to their employees. We will investigate grant opportunities to fund other safety gear, incentives, and bike racks.
 - In addition to the posters, rack cards and flyers provided to employers to post around their worksite, Pierce County will add QR codes to printed materials, and also develop tabletop tents that can be displayed in employee break rooms and other locations.
- The Transportation Advisory Commission raised many points that will aid the success of future CTR work. Pierce County will continue seeking grant opportunities to address some the raised points:

- Work to connect CTR-affected employers with non-CTR-affected employers to help widen the pool for forming carpools and vanpools.
- Improve services at transportation hubs.
- Work with high schools and colleges and universities to develop CTR program for staff, faculty and students.

27. Vulnerable Populations Considered

Staff identified vulnerable populations by using the Washington Environmental Health Disparities map and Pierce County's Equity Index . The highest environmental health disparity¹⁵ scores and lowest equity index scores¹⁶ are most prevalent along the I-5 corridor.

The feedback provided by community-based organization interviews that serve families, youth and vulnerable populations was considered in development of this CTR Plan. The demographics of some area populations served by community-based organizations are as follows:

Native Hawaiian and other Pacific Islander residents make up two percent of Pierce County's population.

Hispanic and Latino ethnicities represent twelve percent of Pierce County's population.

Cost-burdened households spend more than 30 percent of their income on rent and utilities. In Pierce County, 22 percent of property owners are cost-burdened, and 49 percent of renters are cost-burdened.

The Bethel Community is a rural area in Pierce County located in the 98387 ZIP Code and centered around the Bethel School District, which serves 20,000 students. Approximately 47 percent of the students qualify for free and reduced lunch. According to the Tacoma-Pierce County Health Department, the Bethel Community has a high number of youth and families with adverse childhood experiences and substance use disorders.

Washington Environmental Health Disparities Map <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map>

Pierce County Equity Index <https://www.piercecountywa.gov/7938/Equity-In-Decision-Making#equityindex>

28. Engagement Focused on Vulnerable Populations

a. Who did we engage

As part of the Sustainability 2030 Plan engagement efforts, staff held several focus groups that were led by Safe Streets, a grassroots organization that unites and inspires neighbors, youth, and businesses to build safe, healthy, and thriving communities. The CTR Plan reviewed the transportation comments received at the focus groups to help inform plan strategies. These focus groups were held at:

- Pacific Islander Health Board of Washington.
- Puget Sound Educational School District Latinx Family Advocacy Group.
- DeMark Apartments and the Pierce County Housing Authority.
- Bethel Community Services.

b. When did we Talk to Them

- Pacific Islander Health Board of WA (Safe Streets tabling event in Fife on 5/17/23).
- Puget Sound Educational School District Latinx Family Advocacy Group (Safe Streets tabling event in Prairie Ridge on 7/25/23).
- DeMark Apartments and the Pierce County Housing Authority (Safe Streets tabling event in unincorporated Pierce County on 7/25/23).
- Bethel Community Services (Safe Streets tabling event in Bethel/Spanaway on 6/9/23).

c. What Stakeholders Said

- **Pacific Islander Health Board of WA**
 - Create public transportation routes that focus on working-class and poor communities.
 - Improve safety on transit systems.
 - More bus routes and trains in low-income areas are needed, as well as higher wages for drivers.
 - For poor ones/disabled ones, provide cheap prices, a voucher for gas, etc., as well as for disabled, vulnerable/homeless, etc.
 - Carpooling incentives such as free gas or reduced taxes for those in a given area riding together.
 - Provide better carpooling and public transportation to meet the needs of low-income communities.
- **Puget Sound Educational School District Latinx Family Advocacy Group**
 - Create a public transportation route for the city of Bonney Lake so then we can reduce our car use.
 - We need public transportation in the Bonney Lake community.
 - We need more bikes or to walk to places that are nearby.
- **DeMark Apartments w/Pierce County Housing Authority**
 - Climate change is going to change no matter what. Where it would

make a difference is in construction. Transporting workers and waste from construction.

- Create an electric bike program for low-income riders.
- Redesign main streets with more bike lanes and sidewalks.
- Reconfigure community streets with more roundabouts to slow traffic and keep kids safer.
- We need more public transportation for older people.

- **Bethel Community Services**

- Provide electric and free buses to reduce traffic.
- Make areas more walkable.
- If public transportation were better—such as an electric bus that could go on certain roads not available to the public—it would incentivize people to use it instead of cars.
- Provide affordable eco-friendly cars and buses.

d. How Stakeholders' Comments Influenced the Plan

Several employers and attendees at tabling events suggested providing outreach classes and information in Spanish. Pierce County provides a downloadable First Time Rider Guide in Spanish, Russian, Vietnamese, Tagalog, Korean, Chinese, and Khmer.

Event attendees suggested vouchers for low-income, disabled, homeless, and vulnerable community members. Pierce County will make ORCA cards loaded with transit fares available at community events and cards will be available for CTR-affected employers to hand out to employees.

29. Employers' Suggestions to Make CTR More Effective

The employees that participated in the Employee Transportation Coordinator Network Event and employer interviews made the following suggestions:

- Keep providing promotional materials, templates, and campaigns.
- Continue offering training opportunities for ETCs.
- Share information on how other employers are supporting CTR.
- Increase the vanpool fleet and provide more assistance for ride-share matching and vanpool formation.
- Add earlier and later transit services.
- Expand the Emergency Ride Home service to better help those working early or late shifts.
- Provide more subsidies for bike racks, helmets, walking shoes, and ORCA cards.
- Provide more information about the environmental benefits of CTR to encourage more people to participate.
- Provide more safety tips for riding transit, carpooling, and riding bicycles.
- Add secure on-site bike parking to the bicycle map.
- Include QR codes on printed materials, especially posters for employee break rooms.
- Reach out to tribes to learn elder and veteran transportation needs and to collaborate on siting new transit and rail routes.

30. Results of Engagement Focused on Vulnerable Populations that Will Be Provided for Use in Comprehensive Plan and Transit Plan Updates

Land Use: A common theme heard during public engagement is that many workers have a desire to live closer to their workplace and would do so if there were affordable housing available. Many indicated that living closer to work would improve the likelihood that they would try alternatives to drive-alone trips. This identified need can be addressed as part of the 2024 Comprehensive Plan update by prioritizing and focusing housing growth, infrastructure development, and transit investment on the County's designated centers of local importance as well as any other areas with CTR-affected employers.

Safety: Safety was identified as a major deterrent by several public engagement participants for riding bikes and walking to work. Multiple respondents cited the lack of safe bicycle and pedestrian infrastructure as a deterrent to choosing these modes and suggested dedicated, protected bicycle lanes and more sidewalks. The 2024 Comprehensive Plan update should recognize these concerns and prioritize safety improvement projects. The 2024 Comprehensive Plan update includes new Goals T4A-T4A.3, that recognize the importance of safety improvements needed to construct a successful multimodal transportation network. These new goals aim to use Vision Zero plans and strategies to prioritize safety projects.

Public Transit: Several public engagement participants expressed interest in expanded public transportation options, such as more frequent Sounder trains or access to light rail. Multiple participants emphasized the importance of expanded service locations, routes, and times, as well as faster and more reliable service. They also noted a desire for more local service rather than a focus on regional travel. Additionally, participants appreciated transit cars that can be hailed by a smart phone app in areas where bus service is not available, and would like to see these services improved and expanded. Respondents also expressed a desire for infrastructure, such as benches or shelters, at bus stops and expressed feeling unsafe on transit because of the conduct of other riders. Several community-based organizations suggested providing free or low-cost ORCA cards for vulnerable populations. Plans to expand transit service, offer free or low cost ORCA cards, and investment in transit amenities and rider safety should be prioritized in the comprehensive plan update.

These results of public engagement with vulnerable populations and this CTR Plan have been shared with the transit agencies listed in this plan and with the Comprehensive Plan update team.

Regional Transportation Planning Organization CTR Plan Review

City of Sumner provided the 2025-2029 CTR Plan to Puget Sound Regional Council (PSRC) for review on October 9, 2024

PSRC Comments:

PSRC comments on the City of Sumner draft CTR Plan



Gil Cerise <GCerise@psrc.org>

To: Ryan Windish

Cc: Debbie Germer; Michelle Converse; Transportation Email



Sumner_PSRC CTR Plan Consistency Review.pdf
28 KB



Reply

Reply All

Forward



...

Mon 11/18/2024 4:39 PM

****EXTERNAL EMAIL****

Thank you for submitting a draft City of Sumner 2025-2029 CTR Plan for regional consistency review.

As the Regional Transportation Planning Organization for King, Kitsap, Pierce, and Snohomish counties, PSRC is responsible for reviewing the local CTR plans for all CTR-affected jurisdictions in the four-county region for consistency with the regional plan. The Regional Transportation Plan (RTP) (2022-2050) implements the VISION 2050 regional growth strategy, outlines Transportation Demand Management (TDM) and other mobility priorities for the region and serves as PSRC's current regional plan.

PSRC finds your draft CTR plan to be consistent with the RTP based on our review, summarized in the attached document. PSRC will continue to engage with your jurisdiction on this local CTR plan and other TDM efforts as we develop the Regional Transportation Plan (2026-2050), which will serve as the regional CTR plan in addition to meeting other federal and state requirements. We ask that you continue to engage with us in the development of that plan.

Thank you again for providing the draft plan to PSRC for our review. If you have any questions or need additional information, please contact me at gcerise@psrc.org or (206) 971-3053.

Gil Cerise (he/him)

Program Manager

Puget Sound Regional Council

Phone 206-971-3053 | Cell 206-330-9091

gcerise@psrc.org

www.psrc.org

1201 Third Avenue, Suite 500, Seattle, WA 98101



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2025–2029 Draft Commute Trip Reduction Plan Consistency Review Prepared for: Sumner

PSRC staff have reviewed the draft plan and noted our findings by section:

Benefits of Commute Trip Reduction

In responding to Question 4, the plan explicitly ties intended CTR outcomes to the Regional Transportation Plan (2022–2050), particularly goals related to non-motorized transportation. The narrative could be strengthened by mentioning how the Sumner CTR plan relates to or supports the TDM priorities in the Regional Transportation Plan ([Pages 93–98](#)).

As of the publication of the [WSDOT guidance for 2025–2029 CTR plans](#), Bonney Lake, Pacific, Milton, and Edgewood did not have any active CTR-affected worksites. Unless this has changed, PSRC suggests removing them from the list of adjacent CTR-affected jurisdictions in Section 4b of the plan.

Performance Targets

The plan adopts a local target drive-alone rate of 60 percent or less, consistent with the statewide target, to measure CTR effectiveness. Like many other jurisdictions, this plan indicates Sumner will use 2023–2025 CTR survey data to set the baseline and future survey results (2026, 2028, and 2030) to evaluate progress for CTR worksites. PSRC may reach out in the future for further details to help develop a regional baseline and target for the regional plan.

Services and Strategies

PSRC reviewed the services and strategies described in this section and did not identify anything inconsistent with regional transportation goals.

Alignment with Plans

The draft plan identifies the transit agencies providing service in Sumner as Pierce Transit and Sound Transit and indicates the transit development plans of both agencies were reviewed in the development of this CTR plan. Given there are currently no Pierce Transit routes directly serving Sumner, PSRC suggests removing Pierce Transit from the response to Question 22. However, there could be an opportunity to talk about longer range planning coordination with transit agencies, like Pierce Transit, to add local transit service in the future as a means of reducing drive-alone trips.

1



2025-2029 Draft Commute Trip Reduction Plan Consistency Review Prepared for: Sumner

The response to Question 24 addresses the connections between the broad transit goals and the intended outcomes of the CTR plan. This section could be strengthened by tying CTR programming to specific transit investments or services in Sumner, such as Sounder.

Engagement

The RTP identifies a regional need to better address equity in TDM, and understanding the transportation needs of underserved and historically marginalized populations is critical to achieving that goal. The Sumner draft CTR plan detailed extensive outreach conducted by Pierce County, in coordination with Sumner and other cities, to inform local CTR plans, including outreach at community events, employer workshops, and online open houses and surveys.

The primary outreach strategy to understand the needs of vulnerable populations was engaging with community-based organizations that serve and represent Native Hawaiian and other Pacific Islanders, Hispanic and Latino people, and cost-burdened households. Where possible, it might be useful to highlight what the city and county heard specifically from vulnerable populations in Sumner during this outreach (as well as updating Section 26a). PSRC appreciates this through engagement and encourages Sumner and Pierce County to continue engaging with vulnerable populations in future planning processes.

References

Sumner's 2024 Comprehensive Plan <https://connects.sumnerwa.gov/planning-sumners-future>

Sumner's Transportation Management Plan/2024 FEIS <https://connects.sumnerwa.gov/planning-sumners-future>

Sumner's CTR ordinance <https://www.codepublishing.com/WA/Sumner/#!/html/Sumner16/Sumner1606.html>

Pierce County Planning and Public Works Data <https://www.ridetoggetherpierce.com/>

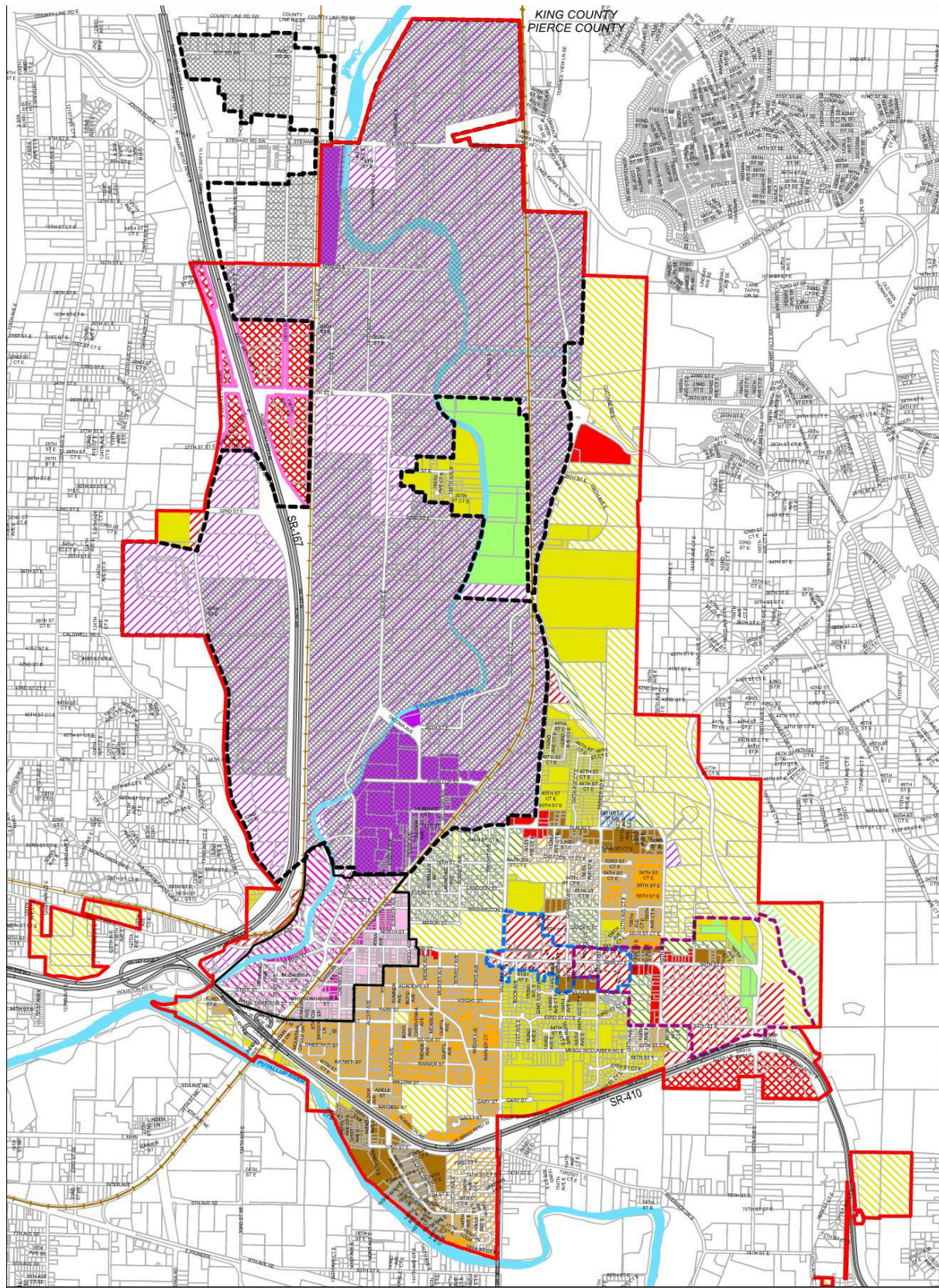
Washington Environmental Health Disparities Map <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map>

Pierce County Equity Index <https://www.piercecountywa.gov/7938/Equity-In-Decision-Making#equityindex>

Appendixes

Appendix A

City of Sumner Zoning Map





City of Sumner
Zoning Map

Adopted: 02-15-2023
Ordinance: #2832
Plotted: 06-01-2023

Source: City of Sumner Community Development Department, 2023

Disclaimer:
Map features are approximate only. The City of Sumner does not guarantee the accuracy of this map nor assume any liability from the use of or reliance on the information herein.

Scale:
0 0.25 0.5 Miles

ZONING AMENDMENTS/OVERLAYS:

- Cross-Access Corridors/Combined Driveways (deeded)
- Cross-Access Corridors/Combined Driveways (not deeded)
- East Main St Design Strategy Area
- East Sumner Neighborhood
- MIC Zone
- MIC Core Overlay
- Town Center Area
- Truck Parking Overlay

TOWN CENTER ZONING:

- 3 Stories, Single Family/Multi-Family
- 4 Stories, Multi-Family/Commercial
- 5 Stories, Multi-Family/Commercial
- 6 Stories, Multi-Family/Commercial

ZONING DESIGNATIONS:

- General Commercial
- Interchange Commercial
- Neighborhood Commercial
- Heavy Industrial
- Light Industrial
- Resource Protection
- Residential Protection
- High Density Residential
- Medium Density Residential
- Low Density Residential 12000
- Low Density Residential 8500
- Low Density Residential 7200
- Low Density Residential 6000
- Low Density Residential 4000

Sumner City Limits Parcels

Appendix B

CTR-Sumner Survey Response

Commute Trip Reduction

Response ID:253 Data

2. Benefits of Commute Trip Reduction**1. What jurisdiction do you live in?**

Sumner

2. What jurisdiction do you work in?

Sumner

3. How easily do you feel you can get around without driving alone?

I find it very easy and regularly choose not to drive alone.

4. What changes in commuting patterns and/or traffic have you observed in the past few years? How has it impacted your life?

The development of intelligent transportation systems has made travel smoother and improved my efficiency.

5. If more people reduce their drive-alone trips, we could experience benefits such as reduced traffic congestion and better air quality. What potential benefits are most important to you?**Select up to 2 choices.**

Reduced traffic congestion

Cleaner air

3. Services and Strategies**6. What transportation mode do you usually use to get around?****Select up to 2.**

Walk or use a mobility device that rolls, or a scooter or skateboard

Bicycle

7. What alternative transportation mode would you prefer to use?**Select up to 2.**

Walk or use a mobility device that rolls, or a scooter or skateboard

Bicycle

8. What is stopping you from using your preferred alternative transportation mode?**Select up to 3 choices.**

Available transit routes or stops do not suit my needs.

My commute is too long for riding a bicycle.

9. What are some programs, support services, resources, or changes that would help you choose not to drive alone?**Select up to 3 choices.**

Field trips, training classes, bus buddy or bicycle buddy to learn how to ride a bicycle or bus.

Detailed bicycle maps or help planning bicycle routes.

Help with bus, commuter train and light rail route planning.

Please provide the description for your response to the last question:**10. Is there anything else you'd like us to consider in drafting this section?**

Logistics plans should consider staffing and training to support the effective implementation of the CTR.

4. Performance Targets

11. Do you have a preferred Performance Target option? Why do you prefer this option? Is there anything you'd like us to consider in drafting this section?

Prefer comprehensive goals that balance multiple factors such as time, cost and environment.

5. Engagement

12.

Is there anything additional you'd like us to consider when conducting engagement?

Timely and public feedback on processing progress to enhance transparency and trust.

6. Demographic Questions

13. What is your race/ethnicity? Mark all that apply.

We ask this question to ensure we are reaching all Pierce County residents.

Black/African

14. Which age group do you belong to?

26-40

15. Including yourself, how many people are in your household?

3

16. Do you identify as a frontline community member?

Learn more about what it means to be a frontline community member

Frontline communities are those who are or will be, unfairly burdened by climate change, often experiencing the first and worst impacts. Frontline community members may be individuals from one or more of the following backgrounds:

Black, Indigenous, and People of Color (BIPOC)

Speak English as a second language

Living with a low or fixed income

Ages 16-26

Lesbian, Gay, Bisexual, Transgender, Queer, Intersexed, Asexual, including those questioning their gender identity or sexual orientation (LGBTQIA+)

Living with three or more generations in one home

Living with more than one family in one home

Living with a disability

Immigrant or refugee

Experiencing homelessness

Completed formal education less than or up to a high school/GED level

Experiencing pregnancy

Yes

17. What is your annual household income before taxes?

Less than \$25,000

Commute Trip Reduction

Response ID:196 Data

2. Benefits of Commute Trip Reduction

1. What jurisdiction do you live in?

Sumner

2. What jurisdiction do you work in?

Sumner

3. How easily do you feel you can get around without driving alone?

It requires some effort, but I can use alternative transportation modes and sometimes do.

4. What changes in commuting patterns and/or traffic have you observed in the past few years? How has it impacted your life?

What changes in commuting patterns and/or traffic have you observed in the past few years? How has it impacted your life? - Text Analysis

5. If more people reduce their drive-alone trips, we could experience benefits such as reduced traffic congestion and better air quality. What potential benefits are most important to you?

Select up to 2 choices.

Fewer greenhouse gas emissions/climate impacts

3. Services and Strategies

6. What transportation mode do you usually use to get around?

Select up to 2.

Ride the city or regional bus

Bicycle

7. What alternative transportation mode would you prefer to use?

Select up to 2.

Walk or use a mobility device that rolls, or a scooter or skateboard

Vanpool (3-15 people in a transit agency provided vehicle)

8. What is stopping you from using your preferred alternative transportation mode?

Select up to 3 choices.

Transit takes too long.

I don't know how to ride the bus, commuter train or light rail.

Riding a bicycle feels unsafe.

9. What are some programs, support services, resources, or changes that would help you choose not to drive alone?

Select up to 3 choices.

Starter guides for the different modes.

Help with bus, commuter train and light rail route planning.

Please provide the description for your response to the last question:

10. Is there anything else you'd like us to consider in drafting this section?

4. Performance Targets

11. Do you have a preferred Performance Target option? Why do you prefer this option? Is there anything you'd like us to consider in drafting this section?

5. Engagement

12.

Is there anything additional you'd like us to consider when conducting engagement?

6. Demographic Questions

13. What is your race/ethnicity? Mark all that apply.

We ask this question to ensure we are reaching all Pierce County residents.

White

14. Which age group do you belong to?

26-40

15. Including yourself, how many people are in your household?

3

16. Do you identify as a frontline community member?

Learn more about what it means to be a frontline community member

Frontline communities are those who are or will be, unfairly burdened by climate change, often experiencing the first and worst impacts. Frontline community members may be individuals from one or more of the following backgrounds:

Black, Indigenous, and People of Color (BIPOC)

Speak English as a second language

Living with a low or fixed income

Ages 16-26

Lesbian, Gay, Bisexual, Transgender, Queer, Intersexed, Asexual, including those questioning their gender identity or sexual orientation (LGBTQIA+)

Living with three or more generations in one home

Living with more than one family in one home

Living with a disability

Immigrant or refugee

Experiencing homelessness

Completed formal education less than or up to a high school/GED level

Experiencing pregnancy

No

17. What is your annual household income before taxes?

\$50,000 to \$99,999

SUBJECT: Resolution No. 1719 - South Tank Seismic Retrofit - FEMA HMGP Grant Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1719 -FEMA Grant Acceptance & Contract

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

A critical component of the City of Sumner's water system is the South Tank Reservoir. This facility was constructed in 1973 and does not meet current seismic reliability criteria.

The City applied for a grant to structurally retrofit the tank to meet current seismic requirements and was awarded \$711,377.25 in federal funding for construction of the seismic retrofits. FEMA, the granting agency, has prepared a contract to fund the construction phase of the needed improvements. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee

MEETING/STUDY SESSION DATE: 4/17/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$711,377.25 in grant funds from the FEMA Hazard Mitigation Grant Program for use in the South Tank Seismic Retrofit project (CIP 19-10), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**RESOLUTION NO. 1719
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT FROM THE HAZARD MITIGATION GRANT PROGRAM FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the purpose of the Hazard Mitigation Grant Program (HMGP) grant from the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) is to provide funding to local governments to rebuild in a way that reduces, or mitigates, future disaster losses in their communities; and

WHEREAS, to help accomplish and fund the construction of the seismic retrofits of the South Tank Seismic Retrofit Project, the City of Sumner applied for the FEMA HMGP grant; and

WHEREAS, the City applied for the grant on July 21, 2022 and received award of the funding on July 30, 2024 in the amount of \$711,377.25; 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 FEMA HMGP 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. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____.

Mayor

Attest:

Approved as to form:

Michelle Converse, CMC, City Clerk

Andrea J. Marquez, City Attorney

Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: City of Sumner 1104 Maple Street, Suite 260 Sumner, WA 98390		2. Total Grant Amount (excl. SubMC): Phase 2: \$948,503.00 Phase 2 State: \$118,562.875 Phase 2 Federal: \$711,377.25 Phase 2 Local: \$118,562.875 SubMC: \$0.00		3. Grant Number: (Contract Number)	
4. Subrecipient Contact, phone/email: Andrew Leach, 253-299-5711 andrewl@sumnerwa.gov		5. Grant Start Date: July 30, 2024		6. Grant End Date: June 30, 2025	
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov		8. Unique Entity ID (UEI): Q3ZKNC1EXZC9		9. UBI # (state revenue): 277000014	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Federal Funding Identification #: DR-4249-WA 4249-05-R (Phase 2)		12. Federal Award Date July 30, 2024		13. Assistance Listing # & Title: 97.039 (HMGP)	
14. Program Index # & OBJ/SUB-OBJ: (Fed) 764F7 NZ, (State) 762S7 NZ,			15. TIN or SSN: 91-6001282		
16. Service Districts: (BY LEGISLATIVE DISTRICT): 31st (BY CONGRESSIONAL DISTRICT): 10th		17. Service Area by County(ies): Pierce County		18. Women/Minority-Owned, State Certified?: N/A NO YES, OMWBE # _____	
19. Contract Classification: Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			20. Contract Type (check all that apply): Contract ☒ Grant ☒ Agreement Intergovernmental (RCW 39.34) Interagency		
21. Contractor Selection Process: ☒ "To all who apply & qualify" Competitive Bidding Sole Source A/E RCW N/A Filed w/OFM? Advertised? YES NO _____			22. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☒ SUBRECIPIENT ☒ OTHER		
23. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the <u>4249-05-R (Phase 2) City of Sumner South Tank Seismic Retrofit - Phase II</u> and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol 4/4/2023 Assistant Attorney General FOR THE SUBRECIPIENT: Signature _____ Date _____ Kathy Hayden Mayor APPROVED AS TO FORM: _____ Date _____					

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Andrew Leach	Name	Tim Cook
Title	Senior Associate City Engineer	Title	State Hazard Mitigation Officer
E-Mail	andrewl@sumnerwa.gov	E-Mail	tim.cook@mil.wa.gov
Phone	253-299-5711	Phone	253-512-7072
Name	Michael Kosa	Name	Matt Lebens
Title	Public Works Director	Title	HMA Program Supervisor
E-Mail	michaelk@sumnerwa.gov	E-Mail	Matthew.lebens@mil.wa.gov
Phone	253-299-5709	Phone	253-433-5293
Name	Alisa O'Haver-Ayala	Name	Angelina Donovan
Title	Public Works Deputy Director -	Title	HMA Program Coordinator
E-Mail	Alisao@sumnerwa.gov	E-Mail	Angelina.donovan@mil.wa.gov
Phone	253-299-5703	Phone	253-317-7890

ARTICLE II ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the program including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration, the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of HMGP funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of HMGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance

identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to **4249-05-R (Phase 2)**, including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration HMGP document, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all HMGP federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer 4249-05-R (Phase 2) and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is **\$Phase 2: \$948,503.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be **\$118,562.875** dollars, or 12.5 percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$711,377.25** dollars, or 75 percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be **\$118,562.875** dollars, or 12.5 percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is **\$0.00** dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the

Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **July 26, 2024** and shall terminate on **June 30, 2025**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application 4249-05-R (Phase 2), incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the State of Washington, for the HMGP program, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- l. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.

The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

- a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or

issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

8. SUBRECIPIENT MONITORING

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.

- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.
- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.
- e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTS must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTS of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>, which is incorporated into and made a part of this Agreement.
- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

- a. Construction Documents, Contracts, Change Orders
 - i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant's approved scope of work.
 - ii. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
 - iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.

- ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
- iii. Inventory records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
- vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
- vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and SUBRECIPIENTS may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY23 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of HMGP funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "**Project**" means those actions funded through the Hazard Mitigation Assistance Grant Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29

CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.327, Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, 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.
2. 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.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and

- [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. 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.
 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or SUBRECIPIENT must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 7. Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 9. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C.](#)

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. 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 (Pub. L. 94-163, 89 Stat. 871).
16. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
17. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are

duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this Agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any SUBRECIPIENTS or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov

Subject: City of Sumner, Single Audit and Corrective Action Plan

OR

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after e-mailing to the SUBRECIPIENT.

Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the SUBRECIPIENT if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: City of Sumner
 PROJECT TITLE: City of Sumner South Tank Seismic Retrofit - Phase II

The purpose of this project is for City of Sumner:

Phase 2 Project Description

Phase 2 of this project will be the construction phase. This will include seal welding of lapped roof plates; seal welding rafters to the reservoir roof, replacing reservoir vent, adding lateral bracing to overflow pipe, adding funnel to overflow pipe, adding flexible expansion joints to reservoir inlet, outlet, and drain, and adding a seismically controlled butterfly valve and actuator assembly on the reservoir outlet.

A specific and more detailed scope of work is found in the FEMA approved Project Application 4249-05-R (Phase 2), which is incorporated herein by reference.

City of Sumner Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.

- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

m. Additional requirements as noted by FEMA in grant award document:

- a. This review does not address all federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize Federal funding.
 - b. Subrecipient is responsible for complying with Required Conditions resulting from Environmental Review identified in the Record of Environmental Considerations attached to this award package.
 - c. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders.
 - d. If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
 - e. Subrecipient is responsible for determining the presence of hazardous materials prior to retrofit work. This may include, but not limited to, asbestos and lead-based paint. Subrecipient shall identify, handle, transport, and dispose of hazardous materials and/or toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies, including competing required noticing
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-DR-4249-WA). A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the

following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

“This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance.”

- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.

- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.
- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to “natural” or park/open space condition.

The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.

The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):

1. Restriction on future disaster assistance for damages to the property.

2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
3. Provision for salvage of pre-existing structures and paved areas.
4. Requirements pertaining to future transfer of property interest.
5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse City of Sumner within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.
3. Coordinate with the staff of City of Sumner to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: City of Sumner
 PROJECT TITLE: City of Sumner South Tank Seismic Retrofit - Phase II

<i>DESCRIPTION OF ACTIVITY/TASK</i>	<i>SCHEDULED COMPLETION DATE (months)</i>
Contractor to mobilize to site and begin work	1 month
Seal welds for tank, demo and install new appurtenances, demo install new seismic valves and water main	2 months
Remove and recoat interior and exterior of the tank, install conduit, and complete electrical work	4 months
Punchlist work and testing of tank	1 month
Closeout project with contractor and Emergency Management Division	2 months
Total Time Required to Complete This Project: <u> 10 </u> months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2024; January 15, 2025; April 15, 2025; June 15, 2025;

PROJECT BUDGET

SUBRECIPIENT: City of Sumner
 PROJECT TITLE: City of Sumner South Tank Seismic Retrofit - Phase II

<i>APPROVED BUDGET CATEGORY</i>	<i>ESTIMATED COST</i>
Site Work	\$120,000.00
Construction	\$650,000.00
Personnel	\$50,000.00
Other Architectural and Engineering fees-as built	\$5,000.00
Misc. – Sales tax (9.5%)	\$78,375.00
Contingency	\$45,128.00
Administrative Costs	\$14,645.00
Architectural, Engineering, Geotechnical, etc.	\$252,591.00
Pre- Award Costs	\$5,000.00
	<i>Project Total</i> \$1,220,739.00
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$0.00
TOTAL (Project Total + SubMC): \$1,220,739.00	
Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies. Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.	

Per 2023 Hazard Mitigation Assistance Program and Policy Guide, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the SUBRECIPIENT shall pay the costs in excess of the approved budget.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-DR-4249-WA). A request for additional funds must be fully documented and justified.

SUBJECT: Recreation and Conservation Office Certification of Applicant Match
Community Outdoor Athletic Facilities - Bill Heath Sports Complex Multiuse Synthetic
Turf

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Certification of Applicant Match -Synthetic Turf

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Sumner submitted a Recreation & Conservation Office (RCO) Community Outdoors Athletic Facility (COAF) grant application for Multiuse Synthetic Turf at the Bill Heath Sports Complex. These improvements would convert the grass and dirt baseball field to a multiuse synthetic turf, allowing year round use for baseball, little league, soccer and lacrosse. The cost of this project will be approximately \$2,220,000.00. If selected for funding, the City will utilize a \$500,000 donation from the Sumner-Bonney Lake School District, RCO Funding and existing Park Impact Fees to make these improvements. Funding would be available in 2026, requiring the \$520,000 to be earmarked for the 2025-2026 Budget.

The proposed motion reserves funding in the 2025/2026 Biennial Budget as follows:

Fund 310 Parks Capital Improvement Fund: Program \$520,000 transfer in from Fund 305 and appropriate \$520,000 expense; Fund 605 Development Impact Fee Fund: Appropriate \$520,000 transfer out expense to Fund 310

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/17/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve in the 2025/2026 Biennial Budget Reserve \$520,000.00 for the multiuse synthetic turf at the Bill Heath Sports Complex.

Certification of Applicant Match

Organization Name _____

Project Name _____

Project Number _____

The sources and amounts of our matching share will be:

Source of Match – Non-Grant	Amount

Source of Match – Grant	Additional Information about Grant	Amount

Total:

As the authorized financial representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature_____

Printed Name _____

Title_____

Date _____

SUBJECT: Recreation and Conservation Office Certification of Applicant Match Youth Athletic Facilities Bill Heath Sports Complex Lighting Improvements

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Certification Sponsor Match -Lighting Improvements

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Sumner submitted a Recreation & Conservation Office (RCO) Youth Athletic Facilities (YAF) grant application for lighting and other improvements at the Bill Heath Sports Complex. These improvements include converting the metal halide lights to LED, replacing the fencing around the baseball field and improve the restroom-maintenance building by improving access and functionality. The cost of this project will be approximately \$3,700,000.00. If selected for YAF funding, the City will utilize a \$1,200,000 grant from RCO's Community Outdoor Athletic Facilities (COAF) grant, a \$500,000 donation from the Sumner Bonney Lake School District, RCO Funding and existing Park Impact Fees to make these improvements. Funding would be available in 2026, requiring the \$520,000 to be earmarked for the 2025-2026 Budget.

If awarded funding in the COAF grant, the proposed motion reserves funding in the 2025/2026 Biennial Budget as follows:

Fund 310 Parks Capital Improvement Fund: Program \$520,000 transfer in from Fund 305 and appropriate \$520,000 expense; Fund 605 Development Impact Fee Fund: Appropriate \$520,000 transfer out expense to Fund 310.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/17/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve in the 2025/2026 Biennial Budget Reserve \$520,000.00 for the multiuse synthetic turf at the Bill Heath Sports Complex which would be used as match for the COAF application and used as match for this YAF application.

Certification of Applicant Match

Organization Name _____

Project Name _____

Project Number _____

The sources and amounts of our matching share will be:

Source of Match – Non-Grant	Amount

Source of Match – Grant	Additional Information about Grant	Amount

Total:

As the authorized financial representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature_____

Printed Name _____

Title_____

Date _____

SUBJECT: Forestry & Parks Commission Appointment - Johnson

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Johnson Application

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

Mayor Hayden is seeking confirmation of one new Forestry & Parks Commission member, Nicholas Johnson.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and shall serve a four-year (4) term without compensation.

Nicholas lives in Sumner and enjoys the community. Nicholas has an extensive background in urban forestry, including in development and implementation of policies related to tree planting, risk assessment and mitigation work. He would like to contribute to the community by providing an arborist's perspective to support the Forestry & Parks Commissions work.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Nicholas Johnson to the Sumner Forestry & Parks Commission to a term expiring in April 2029.

From: [Michelle Converse](#)
To: [Derek Barry](#)
Subject: FW: Anonymous User completed Commission Application
Date: Monday, February 24, 2025 1:10:00 PM

From: Sumner Connects <notifications@engagementhq.com>
Sent: Monday, February 24, 2025 12:04 PM
To: Michelle Converse <MichelleC@sumnerwa.gov>
Subject: Anonymous User completed Commission Application

****EXTERNAL EMAIL****

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Parks & Forestry Commission

Name:

Nicholas Johnson

Phone Number:

[REDACTED]

Email Address

[REDACTED]

Address:

[REDACTED]. Sumner, WA 98390

Occupation (if retired, please indicate former occupation or profession):

Consulting Arborist / Tree Care Service Provider

Education:

American Society of Consulting Arborists - Registered Consulting Arborist #827, Tree and Plant Appraisal Qualified International Society of Arboriculture - Board Certified Master Arborist #PN-5662BM, Tree Risk Assessment Qualified Washington State Department of Agriculture - Pesticide Applicator #110551

Professional or community involvement:

Former lead of the City of Seattle Parks and Recreation Urban Forestry Unit. Worked on, development and implementation of department policy, tree planting planning and projects, tree risk assessment and mitigation work; and supported capital projects through design review.

Why are you interested in serving on this commission?

I would like to contribute to my community by offering an arborist's perspective in support to the Forestry & Parks Commission's work.

Have you previously served on a City of Sumner commission?

No

|

SUBJECT: Planning Commission Appointment - Malcolm

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Malcom Application
-

STAFF CONTACT: Chrissanda Walker, Associate Planner

SUMMARY BACKGROUND:

Mr. Mark Malcolm is an active Sumner community member and searches for ways to contribute positively to the community, whether that is volunteering or regularly attending City Council. He has a background in non-profits and Organizational Management, which is a great addition to the Planning Commission.

The Sumner Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations. The Planning Commission consists of 7 members who are appointed by the Mayor and confirmed by the City Council. A majority of the members must be residents of the City of Sumner, while two members may be nonresidents who have a demonstrated interest in the City of Sumner. The members of the Planning Commission are to be selected without respect to political affiliations and shall serve without compensation. Members are appointed for 4-year terms.

Currently there are 5 members on the Commission. Mayor Hayden recommends appointing Mr. Malcolm to fill a Planning Commission vacant seat through April 2029.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: NA
--

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Mark Malcolm to the Sumner Planning Commission for a term beginning in April 2025 and expiring in April 2029.

Commission Application
Received: February-25-2025

From: Sumner Connects <notifications@engagementhq.com>
Sent: Monday, February 24, 2025 9:32 PM
To: Michelle Converse <MichelleC@sumnerwa.gov>
Subject: Anonymous User completed Commission Application

****EXTERNAL EMAIL****

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Planning Commission

Name:

Mark Malcolm

Phone Number:

[REDACTED]

Email Address

[REDACTED]

Address:

[REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Semi-retired

Education:

Western Washington University Kellogg School of Marketing

Professional or community involvement:

None in the city of Sumner. I have past experience with non-profits in the Kirkland WA area as well as experience volunteering on initiatives with the San Diego City Council.

Why are you interested in serving on this commission?

I am a consistent attendee of City Council meetings and am looking for ways to contribute to the Sumner community. I have experience in the Private Sector in Operations and Organizational Management and believe this would be useful on the Planning Commission.

Have you previously served on a City of Sumner commission?

No

SUBJECT: Lodging Tax Advisory Committee Appointment - Hendricks

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Hendricks Application
-

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Most of Sumner's lodging tax funding (5% tax) continues to go to Pierce County for allocation. Sumner still receives a smaller 2% shared sales tax that is the State Transient Rental tax. In order to use this funding, Sumner must still follow State rules to form a Lodging Tax Advisory Committee (LTAC) to provide feedback to the Council. Per RCW 67.28.

1. One member shall be an elected official of the city of Sumner, who shall serve as chair; (Councilmember Bitetto as selected by Council selected by Council with the committee selection process)
2. Two members shall be representatives of businesses required to collect tax under this chapter;
3. Two members shall be persons involved in activities authorized to be funded by revenue received under this chapter.

The members must be confirmed annually.

Mayor Hayden recommends appointing Charles Hendricks, general manager of Sumner's Candlewood Suites to fill one of the representatives of businesses required to collect tax. The other representatives were reappointment that were confirmed on April 7.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the appointment of Charles Hendricks to serve on Sumner's Lodging Tax Advisory Committee.



COMMISSION APPLICATION

Thank you for your interest in serving on a City of Sumner commission. We value the contributions that volunteers make in keeping Sumner a great place. This application will help us better understand your background. **Please fill out electronically or print clearly.**

I am interested in serving on the following:

☐ ARTS ☐ CIVIL SERVICE ☐ DESIGN ☐ PARKS/FORESTRY ☐ PLANNING ☐ PUBLIC SAFETY

Name: Charles Hendricks

Contact Phone: [REDACTED]

Address: [REDACTED] Sumner WA 98390

Email: [REDACTED]

Occupation (if retired, please indicate former occupation or profession):

General Manager

Education: High School

Professional and / or Community Involvement:

General Manager of the Candlewood Suites Sumner

Why are you interested in serving on this commission?

Ensuring the communities tax dollars are being allocated appropriately

Have you previously served on a City commission?

☐ Yes

☒ No

If yes, which one(s):

Please note that all information on this form becomes public information when submitted.

Return completed form to City of Sumner, 1104 Maple Street, Sumner, WA 98390

OR email: michellec@sumnerwa.gov

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Ordinance No. 2925 - Amending Sumner Municipal Code Chapter 16.06 - Commute Trip Reduction

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2925 - SMC 16.06 - CTR Plan 25-29

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND: Ordinance No. 2925 would amend Sumner Municipal Code (SMC) Chapter 16.06, Commute Trip Reduction, and bring the City's code into compliance with state law and other necessary updates needed for clarification and eliminate sections of code that are no longer relevant. The Council adopted Resolution No. 1717 approving an updated Commute Trip Reduction program for 2025-2029.

Ordinance No. 2925 is a follow-up to that approval and makes specific amendments to SMC 16.06 implementing the new CTR Plan.

The Washington State Commute Trip Reduction (CTR) Program aims to reduce carbon emissions and traffic congestion on the state's busiest commute routes. The program targets worksites with 100 or more full-time employees who start their shifts between 6 and 9 a.m. on weekdays in the nine most populous counties in the state.

Pierce County, utilizing the Washington State Department of Transportation (WDOT) CTR Plan Template and guidelines, took the lead on coordinating and conducting the required outreach and engagement processes. The City of Sumner, along with several other jurisdictions throughout Pierce County, updated the detailed and specific areas of the CTR plan for their respective jurisdiction. The first CTR Plan was written in 2008 and then updated in 2013 and 2015, but was not a full plan. The 2025-2029 CTR Plan is more rigorous than the original 2008 version. The CTR Plan is required by state law and includes the following:

- Establish Performance Targets
- Summary of Outreach and engagement and results
- Review of Comprehensive Plan, Transportation Plan
- Review of transit agency plans
- Strategies for achieving performance targets
- Implementation Schedule and Financial Plan

The CTR Plan process also requires approval by the following:

- Puget Sound Regional Council (PSRC) which was received on November 18, 2024.
- WSDOT Transportation Demand Management Committee which was approved on February 6, 2025.
- City Council approval is planned for April 21, 2025

Key aspects of the CTR Program include:

- Transportation Demand Management (TDM) Strategies: Worksites develop and manage their own programs based on TDM strategies that have the greatest effect for their employees.
- Commute Trip Reduction Surveys: Worksites conduct surveys every other year to measure vehicle miles traveled and the mode choices of their employees.
- Technical Assistance: WSDOT provides technical assistance to jurisdictions and employers implementing commute trip reduction
- Incentives: Programs like Rideshare Online offer resources for commuting options, including tracking commutes, finding vanpool/carpool partners, and earning cash incentives.

- **Guaranteed Ride Home Program:** Provides employees with up to eight trips per year in case of family emergencies, illness, unscheduled overtime, or other unplanned circumstances.

The approval process also requires State Environmental Policy Act (SEPA) review and a Determination of Non-Significance (DNS) issued on April 7, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 3/26/2025 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2925 amending Sumner Municipal Code Chapter 16.06 pertaining to Commute Trip Reduction requirements.

**ORDINANCE NO. 2925
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING CHAPTER 16.06 COMMUTE TRIP REDUCTION AND AMENDING SUMNER MUNICIPAL CODE SECTIONS: 16.06.010; 16.06.020; 16.06.040; 16.06.050; 16.06.060; 16.06.070; 16.06.080; 16.06.090; AND REPEALING SECTIONS: 16.06.100; 16.06.110; 16.06.130; AND 16.06.135 AND RENUMBERING SUBSEQUENT SECTIONS.

WHEREAS, the Commute Trip Reduction Act (RCW 70A.15.4000-4080) requires the City of Sumner to adopt a Commute Trip Reduction (CTR) Plan; and

WHEREAS, the City Council adopted the previous Commute Trip Reduction Plan in 1992; and

WHEREAS, the City of Sumner worked in collaboration with Pierce County to complete the update to the CTR Plan and the document has been reviewed and approved by the Washington State department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC); and

WHEREAS, the City Council approved Resolution No. 1717 adopting an updated Four-Year Commute Trip Reduction Plan, 2025-2029; and

WHEREAS, Sumner Municipal Code (SMC) Chapter 16.06, "City of Sumner CTR Plan" must be amended to reference the adoption of the City's Four-Year Commute Trip Reduction Plan, 2025-2029 along with additional amendments and clarifications.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Sumner Municipal Code Chapter 16.06 "Commute Trip Reduction" is hereby amended to read as follows:

Chapter 16.06

COMMUTE TRIP REDUCTION

Sections:

- 16.06.010 Definitions.
- 16.06.020 City of Sumner CTR plan.
- 16.06.030 Responsible city agency.
- 16.06.040 Applicability.
- 16.06.050 Notification of applicability.
- 16.06.060 Requirements for employers – CTR program description.
- 16.06.070 Requirements for employers – CTR program elements.
- 16.06.080 Requirements for employers – CTR program reporting.
- 16.06.090 Requirements for employers – Record keeping.
- 16.06.100 *Repealed.*
- 16.06.110 ~~CTR program exemptions.~~ *Repealed.*

- 16.06.120 CTR goal modification and exemptions.
- 16.06.130 ~~Credit for transportation demand management efforts.~~ Repealed.
- 16.06.135 ~~Credit for schedule changes.~~ Repealed.
- 16.06.140 Review schedule for CTR program descriptions and annual reports.
- 16.06.150 Enforcement.
- 16.06.160 Violations.
- 16.06.170 Penalties.
- 16.06.180 Appeals.

16.06.010 Definitions.

For the purpose of this chapter, the following definitions shall apply in the interpretation and enforcement of this chapter:

A. “Affected employee” means a full-time employee, including telework/telecommute employee, who begins ~~his or her~~ their regular work day at a single worksite between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays for at least 12 continuous months. ~~Seasonal agriculture employees and independent contract employees, including seasonal employees of processors of agricultural products,~~ are excluded from the count of affected employees. Construction workers who work at a construction site with an expected duration of less than two years are excluded from this definition.

B. “Affected employer” means an employer that employs 100 or more full-time affected employees at a single worksite who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays for at least 12 continuous months.

C. “Affected employer worksite” means a building or group of buildings that are on physically contiguous parcels of land or on parcels separated solely by private or public roadways or right-of-way, and at which there are 100 or more affected employees.

~~DE.~~ “Alternative commute mode” refers to any means of commuting other than that in which the single-occupant motor vehicle is the dominant mode. Teleworking/telecommuting and compressed work weeks schedules are considered alternative commute modes if they result in the reduction of commute trips.

D. “Carpool” means a motor vehicle occupied by at least two to six people of at least 16 years of age traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle commute trip.

E. “Commute trip” means a trip that is made from ~~an worker’s/student’s~~ affected employee’s home to an affected employer’s worksite/school with a regularly scheduled work start time of 6:00 a.m. to 9:00 a.m. (inclusive) on weekdays.

F. “Commute trip reduction (CTR) plan” means the city of Sumner plan and ordinance to regulate and administer the CTR programs of affected employers.

G. “Commute trip reduction (CTR) program” means an affected employer’s strategies to reduce affected employees’ single-occupant vehicle (SOV) use and vehicle miles traveled (VMT) per affected employee.

H. ~~“Commute trip reduction (CTR) task force guidelines” means the official guidelines of RCW 70.94.527 developed by the Washington State Commute Trip Reduction Task Force (RCW 70.94.537).~~

~~I. “Commuter trip reduction (CTR) zone” means an area, such as a census tract or combination of census tracts, within the city characterized by similar employment density, population density, level of transit service, parking availability, access to high occupancy vehicle facilities, and other factors that are determined to affect the level of single-occupant vehicle commuting.~~

~~J. “Commuter matching service” means a system that assists in matching commuters for the purpose of commuting together.~~

K. “Compressed work week” means ~~an full-time affected employee’s~~ an employee them work schedule that allows ~~an employee them~~ to eliminate at least one workday every two weeks by working ~~longer~~ more hours ~~serving~~ the remaining days, resulting in fewer commute trips by the employee. Compressed work weeks are understood to be an ongoing arrangement.

~~L. “Custom bus/buspool” means a commuter bus service arranged specifically to transport employees to work.~~

~~LM. “Day(s)” means calendar day(s).~~

M. “Department” means the City of Sumner Community Development Department.

N. “Dominant mode” means the mode of travel used for the greatest distance of a commute trip.

O. “Drive alone” means a motor vehicle occupied by one person for commute purposes, including a motorcycle.

PO. “Employee transportation coordinator” means a designated person(s) who is responsible for administering the employer’s commute trip reduction program.

QP. “Employer” means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district or other individual or entity, whether public, nonprofit, or private, whether public, nonprofit, military installation or private, that employs workers. Excludes tribal reservations.

RQ. “Flex-time” means a flexible work schedule which is a mutual agreement between the employee and the employer to choose the work time, allows the employee to choose their work time but not the number of their working hours to facilitate the use of alternative modes. Flex-time is understood to be an ongoing arrangement.

SR. “Full-time employee” means a person other than an independent contractor or seasonal employee, scheduled to be employed on a continuous basis for 52 weeks for an average of at least 35 hours per week.

TS. “Good faith effort” means that an employer has met the minimum requirements identified in RCW 70A.15.4050 70.94.531 and this chapter and is working collaboratively with the city to continue its existing CTR program or is developing and implementing program modifications likely to result in performance improvements to its CTR program over an agreed-upon length of time.

UF. “Implementation” or “implement” means active pursuit by an employer to achieve the CTR goals of RCW 70A.15.4000-4110 70.94.521 through 70.94.551 and this chapter.

~~VU.~~ “Mode” means the ~~means~~ type of transportation used by employees, such as single-occupant motor vehicle, rideshare vehicle (carpool, vanpool), transit, ~~ferry~~, bicycle, compressed work weeks, teleworking/telecommuting, and walking.

~~WV.~~ “Newly affected employer” refers to an employer that is not an affected employer upon the effective date of this chapter but who becomes an affected employer subsequent to the effective date of this chapter.

~~XW.~~ “Proportion of single-occupant vehicle (SOV) trips” or “single-occupant vehicle (SOV) rate” means the number of commute trips over a set period made by affected employees in SOVs divided by the number of affected employees working during that period.

~~YX.~~ “Single-occupant vehicle (SOV)” means a motor vehicle occupied by one affected employee for commute purposes, including a motorcycle.

~~ZY.~~ “Single-occupant vehicle (SOV) trips” means trips made by affected employees/~~students~~ in SOVs.

~~Z.~~ “Single worksite” means a ~~building or group of buildings on physically contiguous parcels of land or on parcels separated solely by private or public roadways or rights of way.~~

AA. “Teleworking/telecommuting” means the authorization of an affected employee to work from home, satellite office, alternative worksite or a teleworking center, thus eliminating a commute trip or reducing the distance traveled in a commute trip by at least half of the affected employee’s regular commute distance. ~~Teleworking can include, but is not limited to, the use of telephones, computers, or other similar technology.~~

BB. “Transportation demand management (TDM)” means the use of strategies to reduce the use of single-occupant vehicles and vehicle miles traveled.

CC. “Transit” means a multiple-occupant vehicle operated on a shared-ride basis. This definition includes bus, ~~ferry, or rail, shared-ride taxi, or shuttle bus.~~

DD. “Transportation management organization (TMO)” or “transportation management association (TMA)” means a group of employers or an association representing a group of employers in a defined geographic area. A TMO/TMA may represent employers within specific city limits, or may have a sphere of influence that extends beyond the city limits.

EE. “Vanpool” means a vehicle occupied by ~~seven~~ 3 to 15 people of 16 or more years of age traveling together for their commute trip that results in the reduction of ~~a minimum of one~~ motor vehicle trips.

FF. “Vehicle miles traveled (VMT) per affected employee” means the sum of the individual vehicle commute trip lengths in miles made by affected employers over a set period divided by the number of affected employees during that period.

GG. “Week” means a seven-day calendar period, ~~starting on Monday and continuing through Sunday.~~

HH. “Weekday” means Monday, Tuesday, Wednesday, Thursday, or Friday.

II. “Writing,” “written,” or “in writing” means original signed, including e-signatures, and dated documents that are mailed. ~~Facsimile (fax) transmissions transmitted, emailed or a city approved document upload or sharing platform are a temporary notice of action that must be followed by the original signed and dated via mail or delivery.~~

JJ. ~~“Zone base year” means the period from January 1, 1992, through December 31, 1992, on which goals for VMT per employee and proportion of SOV trips shall be based.~~

16.06.020 City of Sumner CTR plan.

The City has a variety of responsibilities pursuant to the requirements of RCW 70A.15.4000-4110. ~~The 1992-2025-2029 City of Sumner Commute Trip Reduction Plan addresses these state responsibilities and establishes the goals for the City as set forth in Attachment A is wholly incorporated herein by reference. The plan includes the following:~~

~~A. Goals for reductions in the proportion of single-occupant vehicle commute trips and the vehicle miles travelled per employee.~~

~~B. Designation of commute trip reduction zones.~~

~~C. Identification of the reductions in the proportion of single-occupant vehicle commute trips and the vehicle miles travelled per employee for the commute trip reduction zones in the city.~~

~~D. Requirements for affected employers.~~

~~E. A commitment to develop a commute trip reduction program for employees of the city.~~

~~F. A commitment to review city parking policies.~~

~~G. Summary of the appeals process for affected employers to appeal the decisions of the city.~~

~~H. The methodology for determining the base year values for single-occupant vehicle use and vehicle miles travelled per employee.~~

~~I. A methodology for ensuring that employers receive credit for existing transportation demand management efforts.~~

~~J. A commitment to ensure consistency with neighboring jurisdictions.~~

~~K. Reference to appropriate administrative guidelines for review and analysis of commute trip reduction programs.~~

16.06.030 Responsible city agency.

The city ~~human resources~~ Community Development department will be responsible for implementing this chapter and the commute trip reduction plan.

16.06.040 Applicability.

A. Affected Employer. The provisions of this chapter shall apply to any affected employer at any single worksite within the limits of the city.

B. Change in Status as an Affected Employer. Any of the following changes in an employer's status will change the employer's CTR program requirements:

1. Becomes a Non-Affected Employer. If an employer initially designated as an affected employer no longer employs 100 or more affected employees and expects not to employ 100 or more affected employees for the next 12 months, that employer is no longer an affected employer. It is the responsibility of the employer to notify the city in writing that it is no longer an affected employer and provide supporting evidence.

2. Change in Status Within a 12-Month Period. If an employer drops below the threshold and then returns to the threshold level of 100 or more affected employees within the same 12 months, that employer will be considered an affected employer for the entire 12 months, and will be subject to the program requirements as other affected employers.

3. Change in Status After a 12-Month Period. If an employer drops below the threshold and then returns to the threshold level of 100 or more affected employees 12 or more months after its change in status to an “unaffected” employer, that employer shall be treated as a newly affected employer.

C. Newly Affected Employers.

1. Reporting Date. Newly affected employers must identify themselves to the city within 180 days of either moving into the boundaries of the city or growing in employment at a worksite to 100 or more affected employees. It is the responsibility of the employer to notify the city of its affected employer status. Newly affected employers who do not identify themselves within 180 days will be considered to be in violation of this chapter.

2. Baseline Survey. Newly affected employers identified as such shall be given 90 days to perform a baseline measurement. The employer shall utilize the state provided survey measurement tool or state approved equivalent format and strive to achieve at least a 70 percent response rate from employees who report to the worksite. Employers who do not perform a baseline measurement within 90 days of receiving written notification that they are subject to this chapter are in violation of this chapter.

2. CTR Program Schedule. Not more than 60 days after receiving notification of the results of the baseline measurement, the N~~newly affected employers shall have 180 days to develop and submit a CTR program. After submittal of the program, newly affected employers shall have 180 days to implement the CTR program.~~

3. CTR ~~Implementation Goal Achievements.~~ The program shall be implemented not more than 180 days after approval by city. Employers who do not implement an approved CTR Program within 180 days are in violation of this chapter. For the duration of chapter 70.94 RCW and from the time of affected employer status, newly affected employers shall have two years to meet the first CTR goal of 15 percent; four years to meet the second goal of 20 percent; six years to meet the third goal of 25 percent; and 12 years for the fourth goal of 35 percent.

16.06.050 Notification of applicability.

A. Publication Notice. The city shall publish a notice of availability of the CTR ordinance and plan. This notice shall be published at least once in the city’s official newspaper not more than 30 days after passage of the ordinance codified in this chapter. Any revisions to the requirements and criteria for affected employers shall meet the same notice requirements.

B. Notice to Known Affected Employers. Known affected employers located in the city will receive written notification that they are subject to this chapter. Such notice shall be ~~by certified mail or delivery, return receipt,~~ addressed to the company’s chief executive officer, senior official, or highest ranking official CTR manager at the worksite. Such notification shall be delivered a minimum of ~~150~~ 30 days ~~prior to the due date for submittal of their CTR program after the adoption of the chapter or any revisions to the chapter.~~

C. Self-Identification of Affected Employers. Employers that, for whatever reasons, do not receive notice within 30 days of passage of the ordinance codified in this chapter shall identify themselves to the city within 90 days of the ~~passage of the ordinance codified in~~ adoption of this chapter. Upon self-identification, such affected employers will be granted 180 days to develop and submit a CTR program.

D. Notification of Non-Applicability. It is the responsibility of the employer to provide the city, in writing, the justification for non-applicability of this chapter to their worksite.

16.06.060 Requirements for employers – CTR program description.

A. CTR Program Description. Affected employers must develop a CTR program for their employees within 180 days of the adoption of the ordinance codified in this chapter. Employers are required to make a good faith effort, as defined in RCW ~~70A.15.4050 70.94.531~~ and this chapter, to develop and implement a CTR program that will encourage its employees to reduce VMT per employee and SOV commute trips.

B. CTR Program Description Submittal Date. The CTR program description shall be submitted to the city within 180 days of the adoption of the ordinance codified in this chapter.

1. Extension. An employer may request additional time to submit a CTR program description. Such requests must be made in writing no less than 30 days before the due date for which the extension is being requested. Requests must be made by certified letter, return receipt. Extensions shall not exempt an employer from any responsibility in meeting program goals.

16.06.070 Requirements for employers – CTR program elements.

A. Employee Transportation Coordinator.

1. The employer shall designate a transportation coordinator to administer the CTR program. The coordinator's name, location, and telephone number must be displayed prominently at each affected worksite. The coordinator shall oversee all elements of the employer's CTR program and act as liaison between the employer and the city.

2. Employers with multiple affected worksites located in the City shall have effective onsite program administration at each affected worksite.

3. An employer may utilize the employee transportation coordinator services of a consultant or transportation management organization/association. If a consultant or transportation management organization/association is utilized, the employer will still be held responsible for meeting all the requirements of RCW 70A.15.4000-4110 and this chapter.

B. Information Distribution.

1. Information about alternatives to SOV commuting shall be provided to employees at least once a year. Each employer's program description and annual report must report the information to be distributed and the method of distribution.

2. All new employees at the time of hire or during the employer's new hire orientation shall receive information about alternatives to drive alone commuting, a summary of the employer's CTR Program and information to access a ridematching service database.

3. At least once a month, provide information to employees about commute options, employer program elements, or countywide/statewide commuter services, promotions, campaigns, programs and events.

4. Conduct a transportation event or promotional campaign at least once a year.

C. Emergency Ride Home. The employer shall offer to its employees an emergency ride home program that guarantees employees a free ride home in emergency situations on the day when they use alternative commute modes. The ride shall cover up to the first one hundred dollars (\$100) of the ride cost.

DE. CTR Program Elements. In addition to the specific program elements described above, the employer's CTR program shall include, but are not limited to, one or more of the following:

1. Provision of preferential parking or reduced parking charges, or both, for high occupancy vehicles;
2. Instituting or increasing parking charges for SOVs;
3. Provision of commuter ride matching services to facilitate employee ride-sharing for commute trips;
4. Provision of subsidies for transit fares;
5. Provision of vans for vanpools;
6. Provision of subsidies for carpools or vanpools;
7. Permitting the use of the employer's vehicles for carpooling or vanpooling;
8. Permitting flexible work schedules to facilitate employees' use of transit, carpools, or vanpools;
9. Cooperation with transit providers to provide additional regular or express service to the worksite;
10. Construction of special loading and unloading facilities for transit, carpool, and vanpool users;
11. Provision of bicycle parking facilities, lockers, changing areas, and showers for employees who bicycle or walk to work;
12. Provision of a program of parking incentives such as rebate for employees who do not use the parking facilities;
13. Establishment of a program to permit employees to work part or full-time at home or at an alternative worksite closer to their homes;
14. Establishment of compressed work week schedules which reduces commute trips;
15. Implementation of other measures designed to facilitate the use of high-occupancy vehicles, such as on-site day care facilities and emergency taxi services.

16.06.080 Requirements for employers – CTR program reporting.

A. Annual Reports. Annual reports shall be prepared by affected employer's utilizing the official CTR employee annual report and program description form. The annual reports ~~must include a review of~~

employee commuting and of the progress toward meeting the SOV and average VMT reduction goals outlines the strategies that were undertaken by an employer to achieve the commute trip reduction goals for the reporting period. It also outlines the strategies to be undertaken for the next reporting year. Employers are encouraged to consider innovative strategies and combine program elements in a manner that will best suit their location, site characteristics, business type, and employees' commuting needs. Employers are further encouraged to cooperate with other employers to implement program elements.

B. Due Date for Annual Reports. All annual reports shall be due to the city ~~human resources~~ Community Development department by the second Wednesday of December.

C. Surveying. Employers are required to survey their affected employees to measure progress toward CTR performance targets. Survey years are biennial beginning in 2027 ~~1995, 1997, 1999, 2001, 2003, and 2005~~. ~~Newly affected employees shall survey on an alternative schedule as outlined in SMC 16.06.040(C)(3).~~ Depending on when a newly affected employer is identified, a baseline survey and measurement survey may be required during the established measurement schedule. For the purposes of this chapter, an employer shall not be required to survey more than once in a 12-month period. An employer's survey of employees shall utilize the Washington State Department of Transportation form or submit a city-state approved equivalent format data as set forth in the Washington State CTR Task Force Guidelines.

D. Extension. An employer may request additional time to submit an annual CTR program report. Such request shall be made in writing no less than 30 days before the due date for which the extension is being requested. Requests must be made ~~by certified letter, return receipt~~ in writing to the city no less than 15 days prior to the due date. Extensions shall not exempt an employer from any responsibility in meeting program goals. Extensions granted due to delays or difficulties with any program element(s) shall not be cause for discontinuing or failing to implement other program elements.

16.06.090 Requirements for employers –Record keeping.

Affected employers shall keep records related to the CTR program they implement. Employers shall maintain all records listed in their CTR programs for a minimum of 24 months.

16.06.100 CTR goal modification.

Repealed by Ord. 1965.

16.06.110 CTR program exemptions.

A. Employer Exemptions. ~~An affected employer may submit a request to the city to grant an exemption from all CTR program requirements or penalties for a particular worksite. The employer must demonstrate that it would experience undue hardship in complying with requirements of this chapter as a result of the characteristics of its business, its work force, or its location(s). An exemption may be granted if and only if the affected employer demonstrates that it faces extraordinary circumstances, such as bankruptcy, and is unable to implement any measures that could reduce the proportion of SOV trips and VMT per employee. Exemptions may be granted by the city at any time based on written notice provided by the affected employer. The notice should clearly explain the conditions for which the affected employer is seeking an exemption from the requirements of the CTR program. The city shall review annually all employers receiving exemptions, and shall determine whether the exemption will be in effect during the following program year.~~

B. Employee Exemptions. Specific employees or groups of employees who are required to drive alone to work as a condition of employment may be exempted from a worksite's CTR program. Exemptions may also be granted to employees who work variable shifts throughout the year and who do not rotate as a group to identical shifts. The city will use the criteria identified in the CTR Task Force Guidelines to assess the validity of employee exemption requests. The city shall review annually all employee exemption requests and shall determine whether the exemption will be in effect during the following program year.

16.06.120 CTR goal modifications and exemptions.

A. Goal Modification. An affected employer may request that the city modify its CTR program goals. Such requests shall be filed in writing at least 60 days prior to the date the worksite is required to submit its CTR program description and annual report. The goal modification request must clearly explain why the worksite is unable to achieve the applicable goal. The worksite must also demonstrate that it has implemented all of the elements contained in its approved CTR program. The city will review and grant or deny requests for goal modifications in accordance with procedures and criteria identified in the CTR Task Force Guidelines. An employer may not request a modification of the applicable goals until one year after the city approval of its initial CTR program description or annual report. At any time, any affected employer may request that the City grant a modification from a CTR program requirement other than designation of the employee transportation coordinator, information distribution, surveying, and annual reports.

1. Minor Goal Modification. A five percent reduction (e.g., reducing the 1999 performance target from 25 percent to 20 percent) may be granted from the applicable SOV or VMT performance targets after considering all of the following factors:

- a. Transit access to the site.
- b. Frequency of transit service during peak periods.
- c. Potential for internal ride-matching opportunities.
- d. Potential for ride-matching with other employers in the area.
- e. Access to the site for bicyclist and pedestrians.
- f. Ability to implement compressed work weeks and/or teleworking.
- g. ETC/employer participation in training sessions, events, promotions, and networking activities.
- h. Utilization of services provided by the local jurisdictions, transit agencies, and IMAs.

2. Major Goal Modification. A 10 percent reduction may be granted from the applicable SOV or VMT performance targets (e.g., reducing the 1999 goal from 25 to 15 percent) if all of the following conditions apply:

- a. No transit access within one-quarter mile of the site.
- b. Limited potential for internal ride-matching opportunities.
- c. No potential for ride-matching with other employers in the area.
- d. No reasonable access to the site for bicycles and pedestrians.

~~e. Limited ability to implement compressed work weeks and/or teleworking due to characteristics of the business.~~

~~f. ETC/employer participation in training sessions, events, promotions, and networking activities.~~

~~g. Utilization of services provided by the local jurisdiction, transit agencies, and TMAs.~~

B. Modification of individual program measures shall not exempt an affected employer from complying with other required program measures.

1. *Employee Adjustment.* Groups of employees (1) who are required to drive alone to work as a condition of employment, or (2) employees who work variable shifts throughout the year and who do not rotate as a group to identical shifts may be exempted from a worksite's survey measurement. Affected employees who are exempted from a worksite's CTR Program shall be counted when determining the total number of affected employees at the worksite. Employees who telework/telecommute are not exempt from the program and shall be counted when determining the total number of affected employees.

2. *Hardship.* A one-year program waiver may be granted if and only if an affected employer demonstrates that it faces extraordinary circumstance, such as bankruptcy, and is unable to implement any measures that would reduce the proportion of drive alone trips or average VMT per employee.

C. Affected Employer May Request a CTR Program Modification or Waiver at Any Time. The department shall review such requests and notify the employer of its decision in writing within 30 days of the date the department receives the written request. The department shall review annually all modifications and exemptions and shall determine whether they will remain in effect during the following program year.

16.06.130 Credit for transportation demand management efforts.

~~A. Credit for Transportation Demand Management Programs Implemented Prior to the Base Year. Employers with successful TDM programs implemented prior to the base year may be eligible to apply for a TDM program credit. If the employer's VMT per employee and proportion of SOV trips are equivalent to a 12 percent or greater reduction from the base year CTR zone values when these employers apply for the TDM program credit in their initial CTR program descriptions, they shall be considered to have met the first CTR goals. This three percentage point credit applies only to the first CTR goals.~~

~~B. Process to Apply for TDM Program Credit. Affected employers may apply for program exemption credit by applying to the city in their initial program description as part of any other annual report. This application shall be made within 180 days of passage of the ordinance codified in this chapter or within 180 days of attaining status as an affected employer. Application shall include results from a survey of employees utilizing the Washington State Department of Transportation Employee CTR Survey Form or equivalent data as specified in the Washington State Commute Trip Reduction Task Force Guidelines.~~

~~C. Annual Reporting. Employers that apply for credit and whose VMT per employee and proportion of SOV trips are equal to or less than goals for one or more future goal years, and commit in writing to continue their current level of effort, shall be exempt from the requirements of this chapter except for the requirements to submit annual CTR program reports utilizing the city of Sumner CTR program~~

report form as specified in SMC 16.06.090. If any of these reports indicate the employer does not satisfy the next applicable goal(s), the employer shall immediately become subject to all requirements of the CTR ordinance.

16.06.135 Credit for schedule changes.

A. Employers who have permanently modified their employees' work schedules so that some or all affected employees are to begin work between 6:00 a.m. and 9:00 a.m. are provided credit when calculating SOV trips and VMT per employee (RCW 70.94.537(2)(I)). This credit is to be awarded if implementation of the schedule change was an identified element in a worksite's approved CTR program, or if the schedule change occurred due to impacts associated with chapter 36.70A RCW, the Growth Management Act.

B. Credit. For every five employees whose schedules are changed in order to avoid a peak hour commute, a worksite will be credited with one full trip reduced.

1. ~~Retroactive Credit. Any employer may apply for a retroactive credit for schedule changes implemented prior to the 1997 survey. Application for the retroactive credit shall be made in writing to the city within 180 days of becoming affected.~~

2. ~~New Credit. At any time an employer may apply for new credit for schedule changes.~~

3. ~~Application Process. The application must be submitted in writing. The credit application must include the following information:~~

a. ~~An explanation of how the schedule change is related to provisions of the Growth Management Act of 1990 or a demonstration that the schedule change was an identified element of a previously approved annual report.~~

b. ~~Shift Below 100 Affected Employees. Employers who shift below 100 affected employees are not affected as outlined in SMC 16.06.040(B)(1).~~

16.06.140 Review schedule for CTR program descriptions and annual reports.

A. Document Review. Within 90 days of receipt of an employer's CTR program report form, the city shall provide the employer with written notification if a CTR program is deemed acceptable or unacceptable. If the CTR program is deemed unacceptable, the notification must give cause for the rejection. The city may extend the review period up to 90 days. If the review period is extended, the implementation date for the employer's CTR program will be extended an equivalent number of days.

B. Review Criteria. The city shall use the following criteria to determine whether an affected employer shall be required to make modifications to its CTR Program.

1. If an employer makes a good faith effort, as defined in RCW 70A.15.4050 and this Chapter, and meets or exceeds either the applicable drive alone or VMT reduction goal, the employer has satisfied the objectives of this chapter, and will not be required to modify its CTR Program.

2. If an employer makes a good faith effort, as defined in RCW 70A.15.4050 and this chapter, but fails to meet either the applicable drive alone and VMT reduction goals, the city shall work collaboratively with the employer to implement program modifications likely to result in improvements to the program over an agreed upon length of time.

3. If an employer fails to make a good faith effort, as defined in RCW 70A.15.4050 and this chapter, and fails to meet either the applicable drive alone and VMT reduction goals, the city shall

work collaboratively with the employer to identify modifications to the CTR Program and shall direct the employer to revise its program accordingly and submit the revised program to the city within 30 days.

C. Request for Conference. Within 10 days of receipt of written notice for an unacceptable CTR program, the city or the employer may request a conference to discuss the city's decision. This conference shall be scheduled during the city's official hours.

D. Implementation of CTR Program Modifications. If the city proposed modifications to an affected employer's CTR program due to the CTR program's unacceptability, the affected employer shall have 30 days to submit a revised CTR program that includes the proposed or other mutually agreed modifications.

E. Employer Intent to Modify. The employer shall notify the city in writing of its intent to substantially change or modify its approved program. Within 30 days, the city will review the request. If found unacceptable, the city shall work collaboratively with the employer to design program modifications likely to result in improvements to the program over an agreed upon length of time.

16.06.150 Enforcement.

A. Compliance. For purposes of this section, compliance shall mean fully implementing all provisions in an accepted CTR program or the affected employer is determined to have made a good faith effort as defined in RCW 70A.15.4050 and this Chapter.

B. Program Modification Criteria. The city shall use the following criteria in determining whether an affected employer shall be required to make modifications to its CTR program:

1. If an employer makes a good faith effort, as defined in RCW 70.94.534(2) and this chapter, and meets either or both the applicable SOV and VMT goals, the employer has satisfied the objective of the CTR plan and will not be required to modify its CTR program.

2. If an employer makes a good faith effort, as defined in RCW 70.94.534(2) and this chapter, but has not met or is not likely to meet the applicable SOV or VMT goal, the city shall work collaboratively with the employer to make modifications to its CTR program. After agreeing on modifications, the employer shall submit a revised CTR program description to the city for approval within 30 days of reaching an agreement.

3. If an employer fails to make a good faith effort, as defined in RCW 70.94.534(2) and this chapter, and fails to meet either the applicable SOV or VMT reduction goal, the city shall work collaboratively with the employer to identify modifications to the CTR program and shall direct the employer to revise its program within 30 days to incorporate the modifications. In response to the recommended modifications the employer shall submit a revised CTR program description, including the requested modifications or equivalent measures, within 30 days of receiving written notice to revise its program. The city shall review the revisions and notify the employer of acceptance or rejection of the revised program. If a revised program is not accepted, the city will send written notice to that effect to the employer within 30 days and, if necessary, require the employer to attend a conference with program review staff for the purpose of reaching a consensus on the required program. A final decision on the required program will be issued in writing by the city within 10 working days of the conference.

16.06.160 Violations.

The following constitute violations if the deadlines established in this chapter are not met:

- A. Failure to develop and/or submit on time a complete CTR program by the applicable deadlines as stated in this chapter.
- B. Failure to implement an approved CTR program by the applicable deadlines as stated in this chapter.
- C. Failure to modify an unacceptable CTR program by the applicable deadlines as stated in this chapter.
- D. Failure of an affected employer to identify itself to the city within 180 days of the effective date of this chapter.
- E. Failure of a newly affected employer to identify itself to the city within 180 days of becoming an affected employer.
- F. Failure to submit on time an annual CTR program report to the city.
- G. Failure to maintain agreed upon CTR program records.
- H. Intentionally submitting fraudulent, false, or bogus information, data and/or survey results.
- I. Failure to survey in the goal years.
- J. Failure to make a good faith effort as defined by RCW ~~70.94.534(4)~~ 70A.15.4050 and this chapter.

16.06.170 Penalties.

No affected employer with an approved CTR program may be held liable for failure to reach the applicable SOV or VMT goals.

A. Civil Infraction. Any affected employer violating any provision of this chapter shall be guilty of a civil infraction, and subject to civil penalties pursuant to chapter 70.80 RCW.

B. Written Notice. Whenever the city makes a determination that an affected employer is in violation of this chapter, the city shall issue a written notice and order and send it certified mail or registered mail, return receipt requested, to the affected employer. The notice and order shall contain:

1. The name and address of the affected employer.
2. A statement that the city has found the affected employer to be in violation of this chapter with a brief and concise description of the conditions found to be in violation.
3. A statement of the corrective actions required to be taken. If the city has determined that corrective action is required, the order shall require that all corrective action be completed by a date stated in the notice.
4. A statement specifying the amount of any civil penalty assessed on account of the violation.
5. A statement advising that the order shall become final unless, no later than 10 days after the notice and order are served, any person aggrieved by the order requests in writing an appeal before the city hearing examiner.

C. Penalty Amount. The penalty for violation shall be \$250.00 per day.

D. Penalty Accrual. Penalties will begin to accrue following the official date of notice from the city. In the event that an affected employer appeals the imposition of penalties, the penalties will not accrue during the appeals process. Should the hearing examiner decide in favor of the appellant, all or a portion of the monetary penalties will be dismissed.

E. Union Negotiations. An employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith if they:

1. Propose to recognized union any provisions of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and
2. Advise the union of the existence of the statute and the mandates of the CTR program approved by the city and advise the union that the proposal being made is necessary for compliance with state law (RCW ~~70.94.531~~70A.15.4000-4110) and this chapter.

16.06.180 Appeals.

A. Appeals. Any affected employer may appeal administrative decisions regarding modification of goals, modification of CTR program elements, and penalties to the city hearing examiner. Appeals shall be filed within 30 days of the administrative decision.

B. Criteria to Judge Appeals. The hearing examiner will evaluate employers' appeals of administrative decisions by determining if the decisions were consistent with CTR law and task force guidelines. Appeals may be granted if the employer can show the violations for which the penalties were imposed occurred for reasons beyond the control of the employer, or the penalties were for the failure of the employer to revise its CTR program as directed by the city and the employer can demonstrate that measures the city directed the employer to incorporate in its CTR program are unlikely to reduce the proportion of ~~SOV~~ drive-alone trips and/or VMT per employee.

C. Appeal to City Council. An affected employer may appeal any decision of the city hearing examiner to the city council. The city council will evaluate the employers' appeals of the administrative decisions and the hearing examiner's decision by determining if the decisions were consistent with the CTR Law, chapter ~~70.94~~ 70A.15 RCW, ~~the Washington State Commute Trip Reduction Task Force Guidelines~~, and the city of Sumner CTR ordinance.

Section 2. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. Effective date. This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 4. 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 ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this ____ day of _____

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

SUBJECT: To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i).

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION: