



**FINANCE & PERSONNEL COMMITTEE
MEETING AGENDA
CITY HALL – 1104 MAPLE STREET
AUGUST 4, 2021 5:30 PM**

Members: Barbara Bitetto, Cindy Hochstatter (Alternate), Charla Neuman, Patrick Reed (Chair)

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

On June 30th, Governor Inslee issued the “Washington Ready” guidelines, effectively re-opening the State of Washington and removing the Covid-19 restrictions. The City of Sumner looks forward to welcoming members of the public to its meetings in-person, but until further notice will continue to conduct its meetings 100% virtually, using the ZOOM platform. The public is invited to attend using the ZOOM meeting access information below.

You are invited to a Zoom webinar.

When: August 4, 2021 05:30 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/85226512749>

Or One tap mobile :

US: +12532158782,,85226512749# or +16699006833,,85226512749#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799
or +1 929 205 6099

Webinar ID: 852 2651 2749

International numbers available: <https://sumnerwa-gov.zoom.us/j/85226512749>

CALL TO ORDER

Roll Call: Barbara Bitetto, Cindy Hochstatter (Alternate) Charla Neuman, Patrick Reed (Chair)

COMMITTEE BUSINESS

1. Axon Sales Agreement: Body Worn Cameras
2. Authorize surplus and sale of handguns and ammunition
3. Grant Acceptance: Recreation & Conservation Office (Rainier View Park)
4. Authorize surplus and sale of vehicle
5. Discussion: HR and Records staffing

REPORTS

1. Monthly Sales Tax Report
2. Recruitment & Negotiation Update

ADJOURNMENT



SUBJECT: Axon Sales Agreement: Body Worn Cameras

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$85,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Sumner PD -WA Core + Updated
-

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

On May 3, 2021, council passed resolution #1582 authorizing the use of body worn cameras by SPD and authorized the Chief to move forward to adopt policies for their use and to pursue a purchasing agreement. Attached is the final Axon user and sales agreement. Axon will provide new body cam 3 and new Tazer 7 to 18 members of the department for a period of 60 months for \$193,139.94. The total contract price is \$211,205 including sales tax. This contract includes all applicable licenses, hardware, software, accessories, warranties, and unlimited cloud storage for video evidence.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 8/4/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve sales contract and forward to full council for consideration on August 16th.



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

Q-326878-44407.056KH

Issued: 07/29/2021

Quote Expiration: 09/15/2021

Account Number: 107452

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1104 Maple St 1104 Maple St Sumner, WA 98390-1407 USA	Sumner Police Dept. - WA 1104 Maple St Sumner, WA 98390-1407 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Phone: (253) 863-6384 Email: bradm@sumnerwa.gov Fax: (253) 299-5669

Program Length	60 Months
TOTAL COST	\$193,139.94
ESTIMATED TOTAL W/ TAX	\$211,205.00

Average Savings Per Year	\$12,770.35
TOTAL SAVINGS	\$63,851.73

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$38,627.99
Year 2	Sep, 2022	\$38,627.99
Year 3	Sep, 2023	\$38,627.99
Year 4	Sep, 2024	\$38,627.99
Year 5	Sep, 2025	\$38,627.99

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE

None	As Fulfilled	\$0.00
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Quote Details

Bundle Summary

Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
Core+	2021 Core+	18	\$34,343.99	\$159.00

Bundle: 2021 Core+ Quantity: 18 Start: 10/1/2021 End: 9/30/2026 Total: 171719.94 USD

Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	18	\$184.15	\$311.58	\$184.15	\$3,314.66
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$745.47	\$140.14	\$745.47	\$1,490.93
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	18	\$414.27	\$700.94	\$414.27	\$7,456.78
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	18	\$1,730.54	\$2,928.09	\$1,730.54	\$31,149.79
Respond License	73449	RESPOND DEVICE LICENSE	18	\$221.86	\$375.39	\$221.86	\$3,993.56
Auto Tagging	73682	AUTO TAGGING LICENSE	18	\$399.36	\$675.72	\$399.36	\$7,188.41
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$1,190.67	\$223.85	\$1,190.67	\$2,381.35
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	18	\$558.36	\$944.75	\$558.36	\$10,050.47
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	18	\$1,064.95	\$1,801.90	\$1,064.95	\$19,169.10
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$1,246.14	\$234.27	\$1,246.14	\$2,492.28
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	18	\$584.24	\$988.54	\$584.24	\$10,516.38
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	\$17.75	\$0.00	\$17.75	\$958.46
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$1,479.10	\$139.04	\$1,479.10	\$1,479.10
Fleet Signal Unit	70112	AXON SIGNAL UNIT	6	\$206.33	\$116.37	\$206.33	\$1,238.00
Installation	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	6	\$184.89	\$104.28	\$184.89	\$1,109.32
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	6	\$18.49	\$10.42	\$18.49	\$110.93
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	18	\$59.16	\$100.10	\$59.16	\$1,064.95
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	18	\$221.86	\$375.39	\$221.86	\$3,993.56
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	54	\$28.10	\$142.65	\$28.10	\$1,517.55
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	54	\$28.10	\$142.65	\$28.10	\$1,517.55
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY	18	\$1,272.02	\$2,152.27	\$1,272.02	\$22,896.43

		(GREEN LASER), CLASS 3R					
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18	\$36.24	\$61.31	\$36.24	\$652.28
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	\$36.24	\$61.31	\$36.24	\$652.28
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$221.86	\$20.86	\$221.86	\$221.86
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$110.93	\$10.42	\$110.93	\$110.93
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$55.47	\$5.22	\$55.47	\$55.47
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	\$28.10	\$95.09	\$28.10	\$1,011.70
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Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	\$28.10	\$95.09	\$28.10	\$1,011.70
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	21	\$63.60	\$125.55	\$63.60	\$1,335.62
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	36	\$28.10	\$95.10	\$28.10	\$1,011.70
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	18	\$110.93	\$187.70	\$110.93	\$1,996.78

Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,109.32	\$104.28	\$1,109.32	\$1,109.32
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$32.47	\$3.06	\$32.47	\$32.47
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK	1	\$7.73	\$0.73	\$7.73	\$7.73
Camera	73202	AXON BODY 3 - NA10	18	\$516.94	\$874.67	\$516.94	\$9,305.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	\$0.00	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	18	\$0.00	\$0.00	\$0.00	\$0.00
Spare Mounts	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	\$0.00	\$0.00	\$0.00	\$0.00
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	6	\$41.18	\$23.23	\$41.18	\$247.07
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2	\$1,105.63	\$207.86	\$1,105.63	\$2,211.25
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00	\$0.00
Other	80395	EXT WARRANTY, TASER 7 HANDLE	18	\$221.86	\$375.39	\$221.86	\$3,993.56
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	21	\$14.91	\$29.43	\$14.91	\$313.10
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$221.86	\$20.86	\$221.86	\$221.86

Individual Items USD							
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	73478	REDACTION ASSISTANT USER LICENSE	18	\$540.00	\$913.68	\$540.00	\$9,720.00
Other	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5	\$2,340.00	\$1,099.80	\$2,340.00	\$11,700.00
Other	85144	AXON STARTER	1	\$2,750.00	\$0.00	\$0.00	\$0.00
Other	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	\$31.30	\$0.00	\$0.00	\$0.00
Other	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	18	\$31.30	\$0.00	\$0.00	\$0.00

Item	Description	QTY	Delivery/ Start	End Date	List Price	Discount	Tax	Net Price	Total(USD)
Core+	2021 Core+	18	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
CoreBWC	2021 Core BWC	18	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
T7Cert	2021 Taser 7 Certification Bundle	18	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

75015	SIGNAL SIDEARM KIT	18	10/01/2021	09/30/2026	\$184.15	26.05%	\$311.58	\$184.15	\$3,314.66
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	10/01/2021	09/30/2026	\$745.47	26.05%	\$140.14	\$745.47	\$1,490.93
80464	EXT WARRANTY, CAMERA (TAP)	18	10/01/2021	09/30/2026	\$414.27	26.05%	\$700.94	\$414.27	\$7,456.78
AB3C	AB3 Camera Bundle	18	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	18	10/01/2021	09/30/2026	\$1,730.54	26.05%	\$2,928.09	\$1,730.54	\$31,149.79
73449	RESPOND DEVICE LICENSE	18	10/01/2021	09/30/2026	\$221.86	26.05%	\$375.39	\$221.86	\$3,993.56
73682	AUTO TAGGING LICENSE	18	10/01/2021	09/30/2026	\$399.36	26.05%	\$675.72	\$399.36	\$7,188.41
73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	04/01/2024	09/30/2026	\$1,190.67	26.05%	\$223.85	\$1,190.67	\$2,381.35
73309	AXON CAMERA REFRESH ONE	18	04/01/2024	09/30/2026	\$558.36	26.05%	\$944.75	\$558.36	\$10,050.47
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	18	10/01/2021	09/30/2026	\$1,064.95	26.05%	\$1,801.90	\$1,064.95	\$19,169.10
73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	10/01/2026	09/30/2026	\$1,246.14	26.05%	\$234.27	\$1,246.14	\$2,492.28
73310	AXON CAMERA REFRESH TWO	18	10/01/2026	09/30/2026	\$584.24	26.05%	\$988.54	\$584.24	\$10,516.38
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	10/01/2021	09/30/2026	\$17.75	26.05%	\$0.00	\$17.75	\$958.46
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	10/01/2021	09/30/2026	\$1,479.10	26.05%	\$139.04	\$1,479.10	\$1,479.10
70112	AXON SIGNAL UNIT	6	10/01/2021	09/30/2026	\$206.33	26.05%	\$116.37	\$206.33	\$1,238.00
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	6	10/01/2021	09/30/2026	\$184.89	26.05%	\$104.28	\$184.89	\$1,109.32
80464	EXT WARRANTY, CAMERA (TAP)	0	10/01/2021	09/30/2026	\$414.27	26.05%	\$0.00	\$414.27	\$0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	6	10/01/2021	09/30/2026	\$18.49	26.05%	\$10.42	\$18.49	\$110.93
AB3MBD	AB3 Multi Bay Dock Bundle	2	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	18	10/01/2021	09/30/2026	\$59.16	26.05%	\$100.10	\$59.16	\$1,064.95
20248	TASER 7 EVIDENCE.COM LICENSE	18	10/01/2021	09/30/2026	\$221.86	26.05%	\$375.39	\$221.86	\$3,993.56

22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	54	10/01/2021	09/30/2026	\$28.10	26.05%	\$142. 65	\$28.10	\$1,517.55
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	54	10/01/2021	09/30/2026	\$28.10	26.05%	\$142. 65	\$28.10	\$1,517.55
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	18	10/01/2021	09/30/2026	\$1,272.02	26.05%	\$2,15 2.27	\$1,272.02	\$22,896.43
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18	10/01/2021	09/30/2026	\$36.24	26.05%	\$61.3 1	\$36.24	\$652.28
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	10/01/2021	09/30/2026	\$36.24	26.05%	\$61.3 1	\$36.24	\$652.28
20248	TASER 7 EVIDENCE.COM LICENSE	1	10/01/2021	09/30/2026	\$221.86	26.05%	\$20.8 6	\$221.86	\$221.86
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2021	09/30/2026	\$110.93	26.05%	\$10.4 2	\$110.93	\$110.93
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	0	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2021	09/30/2026	\$55.47	26.05%	\$5.22	\$55.47	\$55.47
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	10/01/2021	09/30/2026	\$28.10	26.05%	\$95.1 0	\$28.10	\$1,011.70
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	10/01/2022	09/30/2026	\$28.10	26.05%	\$95.0 9	\$28.10	\$1,011.70
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	10/01/2023	09/30/2026	\$28.10	26.05%	\$95.0 9	\$28.10	\$1,011.70
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	10/01/2024	09/30/2026	\$28.10	26.05%	\$95.0 9	\$28.10	\$1,011.70
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	10/01/2025	09/30/2026	\$28.10	26.05%	\$95.0 9	\$28.10	\$1,011.70
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	10/01/2021	09/30/2026	\$28.10	26.05%	\$95.1 0	\$28.10	\$1,011.70
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	10/01/2022	09/30/2026	\$28.10	26.05%	\$95.1 0	\$28.10	\$1,011.70
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	10/01/2023	09/30/2026	\$28.10	26.05%	\$95.1 0	\$28.10	\$1,011.70
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	10/01/2024	09/30/2026	\$28.10	26.05%	\$95.1 0	\$28.10	\$1,011.70
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	36	10/01/2025	09/30/2026	\$28.10	26.05%	\$95.1 0	\$28.10	\$1,011.70
20018	TASER 7 BATTERY PACK, TACTICAL	21	10/01/2021	09/30/2026	\$63.60	26.05%	\$125. 55	\$63.60	\$1,335.62

22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	36	10/01/2021	09/30/2026	\$28.10	26.05%	\$95.10	\$28.10	\$1,011.70
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	36	04/01/2024	09/30/2026	\$28.10	26.05%	\$95.10	\$28.10	\$1,011.70
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	36	10/01/2021	09/30/2026	\$28.10	26.05%	\$95.10	\$28.10	\$1,011.70
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	36	04/01/2024	09/30/2026	\$28.10	26.05%	\$95.10	\$28.10	\$1,011.70
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	18	10/01/2021	09/30/2026	\$110.93	26.05%	\$187.70	\$110.93	\$1,996.78
74200	TASER 7 6-BAY DOCK AND CORE	1	10/01/2021	09/30/2026	\$1,109.32	26.05%	\$104.28	\$1,109.32	\$1,109.32
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2021	09/30/2026	\$32.47	26.05%	\$3.06	\$32.47	\$32.47
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2021	09/30/2026	\$7.73	26.05%	\$0.73	\$7.73	\$7.73
73202	AXON BODY 3 - NA10	18	10/01/2021	09/30/2026	\$516.94	26.05%	\$874.67	\$516.94	\$9,305.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	18	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	6	10/01/2021	09/30/2026	\$41.18	26.05%	\$23.23	\$41.18	\$247.07
74210	AXON BODY 3 - 8 BAY DOCK	2	10/01/2021	09/30/2026	\$1,105.63	26.05%	\$207.86	\$1,105.63	\$2,211.25
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	10/01/2021	09/30/2026	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
80395	EXT WARRANTY, TASER 7 HANDLE	18	10/01/2021	09/30/2026	\$221.86	26.05%	\$375.39	\$221.86	\$3,993.56
80395	EXT WARRANTY, TASER 7 HANDLE	0	10/01/2021	09/30/2026	\$221.86	26.05%	\$0.00	\$221.86	\$0.00
80374	EXT WARRANTY, TASER 7 BATTERY PACK	21	10/01/2021	09/30/2026	\$14.91	26.05%	\$29.43	\$14.91	\$313.10
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2021	09/30/2026	\$221.86	26.05%	\$20.86	\$221.86	\$221.86
73478	REDACTION ASSISTANT USER LICENSE	18	10/01/2021	09/30/2026	\$540.00	0.00%	\$913.68	\$540.00	\$9,720.00

73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5	10/01/2021	09/30/2026	\$2,340.00	0.00%	\$1,09 9.80	\$2,340.00	\$11,700.00
85144	AXON STARTER	1	10/01/2021	09/30/2026	\$2,750.00	100.00%	\$0.00	\$0.00	\$0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	10/01/2021	09/30/2026	\$31.30	100.00%	\$0.00	\$0.00	\$0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	18	10/01/2021	09/30/2026	\$31.30	100.00%	\$0.00	\$0.00	\$0.00
								Total	\$193,139.94

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

7/29/2021

SUBJECT: Authorize surplus and sale of handguns and ammunition

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. SPD Gun and Ammo Surplus

STAFF CONTACT: Jeff Engel, Deputy Police Chief

SUMMARY BACKGROUND:

The police department is currently transitioning to Glock 9mm handguns and have recently received them. We purchased them through Gunarama (Spokane) and they provided a generous trade-in quote for our existing older Glock 40 and 45 caliber handguns.

DC Engel is the last officer to carry a 40 cal Sig Sauer handgun and requests to purchase it upon retirement, Brad's Guns (Lake Tapps) provided the below value which he will pay the City directly, as well as the associated fee. Nine officers wish to pay the trade-in value and associated fees to retain their current handgun.

And finally, Brad's Guns provided a quote to buy our leftover .40 and .45 caliber ammo. The quote exceeds what we paid for the ammo in 2019 and 2020.

\$3,780.00	Gunarama handgun trade-in value
350.00	Engel handgun trade-in value
<u>3,696.00</u>	<u>Ammo sale</u>
\$7,826.00	Total

If approved, request these funds be placed back in the SPD line item budget for our firearms program so we can purchase 9mm ammo which is very difficult to find right now (6-8 months out).

The transition to 9mm handguns will take until mid-October since we have range dates until then, so the officers who chose to purchase their handgun will be making payments through Gunarama until that time. Gunarama knows this and will work with us.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Sumner Police Department

Surplus Weapons

Trade-in value purchasing 14 (fourteen) 9mm Glocks with Gunarama
and 1 (one) Sig Sauer (Engel purchase upon retirement through Brad's Guns)

Date: 7/8/21

Model	Caliber	Serial #	Generation	Assign Trade-In Value
23	40	PFX284	3	220.00
21SF	45	NYH391	3	250.00
21	45	NYH394	3	250.00
22	40	WTS611	4	260.00
22	40	WTS612	4	260.00
22	40	MHL959	3	220.00
21SF	45	NYF080	3	250.00
22	40	MHL960	3	220.00
22	40	KSP639	3	220.00
21	45	KKW504	3	250.00
23	40	PFX282	3	220.00
22	40	NCF441	3	220.00
22	40	EXH053	3	220.00
21SF	45	PAT987	3	250.00
21SF	45	PAT974	3	250.00
22	40	VYX365	3	220.00
16 Total				Total: \$3,780.00

P229	40	AM36129		350.00
1 Total				Total: \$350.00

Contact Deputy Chief Jeff Engel – jeffe@sumnerwa.gov or 253 299-5644

GW-LE

Gunarama Wholesale Inc Law Enforcement Equip.

Law Enforcement Firearms ~ Ammunition ~ Accessories ~

David Henry, Sales
4009 E. Mission Ave - Spokane, WA. 99202

Tel 509-535-3040 ext.136
Toll free 800-223-2520 ext.136

Sumner Police Department
Attn: Deputy Police Chief Jeffrey Engel
1104 Maple Street, Suite # 140
Sumner, WA 98390

Phone: 253-299-5644
Email: jeffe@sumnerwa.gov

QUOTATION

Date 3/16/2021
Valid to 16-Jun-21
Quote # SumnerPDGlok031621
Page 1 of 1
Reference #

Est. Delivery Date: 90-120 days ARO

Delivery Via: Best Way

Item #	Qty	Description	Unit Cost	Extension
1	9	Glock Gen-5 G17 MOS, 9mm, 4.5" w/Fixed Sights & Front Serrations 3-17 Round Magazines, Cleaning Rod/Brush and Lock	\$429.00	\$3,861.00
2	2	Glock Gen-5 G19 MOS, 9mm, 4.5" w/Fixed Sights & Front Serrations 3-15 Round Magazines, Cleaning Rod/Brush and Lock	\$429.00	\$858.00
3	2	Glock Gen-5 G17 MOS, 9mm, 4.5" w/Glock Night Sights & Front Serrations 3-17 Round Magazines, Cleaning Rod/Brush and Lock	\$481.00	\$962.00
4	1	Glock Gen-5 G19 MOS, 9mm, 4.5" w/Glock Night Sights & Front Serrations 3-15 Round Magazines, Cleaning Rod/Brush and Lock	\$481.00	\$481.00
5	11	Leupold Deltapoint Pro Reflex Sight, Matte, 2.5 MOA P/N 119688 Department Purchase Order and Current Federal Excise Tax Form are Required Department Trade-In Weapons	\$315.00	\$3,465.00
6	5 6	Glock Gen-3 G22, .40SW w/Night Sights and Thhre Magazines	(\$220.00)	1,320.60 (\$1,100.00)
7	-2	Glock Gen-3 G23, .40SW w/Night Sights and Thhre Magazines	(\$220.00)	(\$440.00)
8	-2	Glock Gen-3 G21, .45ACP w/Night Sights and Thhre Magazines	(\$250.00)	(\$500.00)
9	-4	Glock Gen-3 G21SF, .45ACP w/Night Sights and Thhre Magazines	(\$250.00)	(\$1,000.00)
10	-2	Glock Gen-4 G22, .40SW w/Night Sights and Thhre Magazines	(\$260.00)	(\$520.00)
Note: All guns must be in working condition with no missing parts. Dept. to supply a letter with shipment that guns have been inspected by an armorer and are safe and functional.				
Freight:				P/P
Sub Total				\$6,067.00
Washington State Sales Tax @ 9.3%				\$564.24

Departmental prices do not include sales tax or FET (where applicable).

Departmental prices are Net 30 days for each invoice.

Deductions will be made if trade-in weapons are damaged or not as specified.

Trade-in pistols must be complete with three magazines, sights and grips,
unless otherwise noted.

Shipping Costs of Trade-in Weapons are the Department's Responsibility.

Trade-in weapons must be turned in within 30 days after receipt of new
pistols unless other arrangements are made.

Manufacturer's Warranty ONLY applies to all products, if so warranted.

Total \$6,631.24

David Henry

Authorized Signature - David Henry

davidh@gw-le.com

Jeff Engel

From: Brads Guns <service@bradsguns.com>
Sent: Wednesday, July 7, 2021 4:51 PM
To: Jeff Engel
Subject: Sig P229 and transfers

EXTERNAL EMAIL

The value for the used Sig P229 is \$350
To transfer it from the dept to you is \$30.

Any additional transfers from your dept to any of the officers would be \$30 each.
Please let me know if you have any more questions.

Thank you,

Brad Flinchbaugh
Brads Guns, LLC
17008 FOREST CANYON STE B
LAKE TAPPS, WA 98391
PH: 253-987-5688
FX: 253-447-6369

Jeff Engel

From: Brads Guns <service@bradsguns.com>
Sent: Wednesday, July 7, 2021 4:48 PM
To: Jeff Engel
Subject: 40 & 45 ammo quote

EXTERNAL EMAIL

Hi Jeff, nice meeting you guys today. Here's the quote to buy the ammo

Winchester 40cal white box 3350 rounds - \$1139

Winchester Ranger 40cal 1550 rounds - \$713

Winchester 45 white box 1300 rounds - \$494

Winchester Ranger 45 2700 rounds - \$1350

Thank you,

Brad Flinchbaugh
Brads Guns, LLC
17008 FOREST CANYON STE B
LAKE TAPPS, WA 98006
PH: 253-987-5688
FX: 253-447-6369

7,826.00

GUN - STEPHEN
SURPUS

SUBJECT: Grant Acceptance: Recreation & Conservation Office (Rainier View Park)

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$560,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No. 1591 RCO Grant Acceptance
2. 20-1231 Agreement - Rainier View Park Covered Court
3. Project Application Report - 20-1231 (5)

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City applied for a Recreation and Conservation Futures (RCO) – Youth Athletic Facilities (YAF) grant to cover and upgrade the basketball court at Rainier View Park. With this project, Sumner will be covering and converting the basketball court into a multi-purpose court with LED lighting.

The grant provides \$350,000 towards the completion of the project. Acceptance of the grant requires the City to enter into a Grant Agreement. Staff will work with the BCRA to complete the design and features for this future improvement.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 8/4/2021 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution no. 1591 accepting the RCO - YAF grant and authorizing the Mayor to execute a Grant Agreement and any and all documents necessary to effectuate and carry out the grant acceptance.

RESOLUTION NO. 1591

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A YOUTH ATHLETIC FACILITIES GRANT FROM WASHINGTON STATE'S RECREATION AND CONSERVATION OFFICE.

WHEREAS, the City of Sumner applied for a Youth Athletic Facilities grant from Washington State's Recreation and Conservation Office (RCO) to cover and upgrade the basketball court at Rainier View Park; and

WHEREAS, RCO awarded the City a grant of \$350,000 towards the completion of the covered court;

WHEREAS, acceptance of the grant is conditioned upon the City executing a Grant Agreement, enclosed as Exhibit A;

WHEREAS, the City identified this project as a priority during the Parks & Trail Plan update. Accordingly, it is in the City's interests to accept the RCO grant funds and enter into a Grant Agreement 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 Recreation and Conservation Office grant and authorizes the Mayor to execute the Funding Agreement, a copy of which is enclosed as Exhibit A, 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.

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

ADOPTED AND APPROVED this 16th day of August, 2021.

William L. Pugh, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

Project Sponsor: City of Sumner
Project Title: Rainier View Park Covered Court

Project Number: 20-1231D
Approval Date: 06/30/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Sumner (Sponsor, and primary Sponsor), 1104 Maple St, Sumner, WA 98390, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Sumner will use this grant to renovate the basketball court at Rainier View Park. The entire court will be covered with a newly constructed mono-slope roof to encourage use in all weather conditions and include ADA upgrades. The court will be painted and striped for three pickleball courts, one volleyball court, and the addition of four adjustable hoops to allow for one full-sized or two half-sized basketball courts. The primary recreational opportunity provided by this project is youth active play.

PERIOD OF PERFORMANCE

The period of performance begins on August 1, 2021 (project start date) and ends on December 31, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be for 20 years from project completion, or as otherwise provided for in this Agreement, or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$350,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - YAF - Large	37.33%	\$350,000.00	State
Project Sponsor	62.67%	\$587,500.00	
Total Project Cost	100.00%	\$937,500.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Youth Athletic Facilities - Manual 17

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Derek Barry
Public Works Manager
1104 Maple St
Sumner, WA 98390
derekb@sumnerwa.gov

RCO Contact

Beth Auerbach
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
Beth.Auerbach@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1231, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Sumner

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

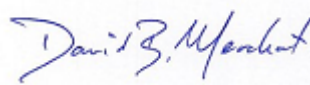
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

Date: _____

For Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: 
Assistant Attorney General

Date: 06/01/2021

Project Sponsor: City of Sumner
Project Title: Rainier View Park Covered Court

Project Number: 20-1231D
Approval Date: 06/30/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Covered multi-game court

General Site Improvements

Install general site structures

Select one or more of the sheltered structures included in the project:

Select one or more of the surface structures included in the project:

Other

Covered multi-sport court

Seating wall

The seating wall is made up of several locations along the perimeter of the multi-game court, totaling 107 lineal feet.

Site Preparation

General site preparation

Sport Courts

Multi-purpose court development

Select the surface types for multi-purpose courts:

Select the multi-purpose court renovation elements:

Impervious

Add/replace lighting, Add/upgrade court amenities, Replace surface

We will be adding lighting for the entire covered court, allowing play in any weather condition and the darker days of the fall and winter. The current basketball hoops will be replaced and two more sets of basketball hoops will be installed to allow for games to be played on one or both halves of the full court. Other amenities include the option of installing up to three pickleball court nets or one volleyball net. The surface will be repainted and stripped for all of these options.

Sports Facilities

Installation of sports facility amenities

Select the sports facility amenities :

Spectator seating

Utilities

Install power utilities

Select the power utilities:

Power line, Relocate/bury power utility

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Sumner
Project Title: Rainier View Park Covered Court

Project Number: 20-1231D
Approval Date: 06/30/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Design Initiated	08/01/2021	
	Project Start	08/01/2021	
	Cultural Resources Complete	09/30/2021	For the current scope of work, no cultural resources work required at this time. Project may proceed in accordance with RCO's Unanticipated Discovery Plan
	Progress Report Due	12/31/2021	
	60% Plans to RCO	05/31/2022	
	Applied for Permits	06/30/2022	
	Progress Report Due	06/30/2022	
	Annual Project Billing Due	07/31/2022	
	All Bid Docs/Plans to RCO	10/31/2022	
	SEPA/NEPA Completed	10/31/2022	
	Progress Report Due	12/31/2022	
	Bid Awarded/Contractor Hired	02/28/2023	
	Construction Started	03/31/2023	
	50% Construction Complete	05/31/2023	
	Progress Report Due	06/30/2023	
	RCO Interim Inspection	06/30/2023	
	90% Construction Complete	07/31/2023	
	Construction Complete	10/31/2023	
	Final Billing Due	11/30/2023	
	Final Report Due	11/30/2023	
	RCO Final Inspection	11/30/2023	
	Funding Acknowl Sign Posted	12/31/2023	
	Agreement End Date	12/31/2023	

Project Sponsor: City of Sumner
Project Title: Rainier View Park Covered Court

Project Number: 20-1231D
Approval Date: 06/30/2021

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	7
CITATIONS, HEADINGS AND DEFINITIONS	7
PERFORMANCE BY THE SPONSOR	10
ASSIGNMENT	10
RESPONSIBILITY FOR PROJECT	10
INDEMNIFICATION	10
INDEPENDENT CAPACITY OF THE SPONSOR	11
CONFLICT OF INTEREST	11
COMPLIANCE WITH APPLICABLE LAW	11
ARCHAEOLOGICAL AND CULTURAL RESOURCES	12
RECORDS	13
PROJECT FUNDING	13
PROJECT REIMBURSEMENTS	14
RECOVERY OF PAYMENTS	14
COVENANT AGAINST CONTINGENT FEES	14
INCOME (AND FEES) AND USE OF INCOME	15
PROCUREMENT REQUIREMENTS	15
TREATMENT OF EQUIPMENT AND ASSETS	15
RIGHT OF INSPECTION	16
STEWARDSHIP AND MONITORING	16
PREFERENCES FOR RESIDENTS	16
ACKNOWLEDGMENT AND SIGNS	16
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	16
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	17
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS	17
ORDER OF PRECEDENCE	18
LIMITATION OF AUTHORITY	18
WAIVER OF DEFAULT	18
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	18
SPECIFIC PERFORMANCE	18
TERMINATION AND SUSPENSION	19
DISPUTE HEARING	20
ATTORNEYS' FEES	20
GOVERNING LAW/VENUE	20
SEVERABILITY	20
END OF STANDARD TERMS AND CONDITIONS	20

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/16/2021.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnatee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not

apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community

service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.

F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor'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.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides

notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

PROJECT: 20-1231 DEV, RAINIER VIEW PARK COVERED COURT

Sponsor: Sumner City of Program: YAF - Large Status: Board Funded

Parties to the Agreement

PRIMARY SPONSOR

City of Sumner
Address 1104 Maple St
City Sumner **State** WA **Zip** 98390
Org Type City/Town
Vendor # SWV0007719-00
UBI
Date Org created
Org Notes [link to Organization profile](#)
☐ Org data updated

SECONDARY SPONSORS

No records to display

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Beth Auerbach Rec. and Conserv. Office	Project Manager	(360) 280-6103	Beth.Auerbach@rco.wa.gov
Sabrina Subia Rec. and Conserv. Office	MAgy Fiscal Contact	(360) 485-3739	Sabrina.Subia@rco.wa.gov
Derek Barry Sumner City of	Project Contact	(253) 299-5714	derekb@sumnerwa.gov
Carmen Palmer Sumner City of	Alt Project Contact	(253) 299-5503	carmenp@sumnerwa.gov
Ryan Windish Sumner City of	Alt Project Contact	(253) 863-8300	ryanw@sumnerwa.gov
William Pugh Sumner City of	Agreement	(253) 299-5500	mayorbill@sumnerwa.gov
Dori Franich Sumner City of	Billing	(253) 299-5545	dorif@sumnerwa.gov
Andrea Marquez Sumner City of	Attorney	(253) 299-5612	andream@sumnerwa.gov

Worksites & Properties

Worksite Name
 #1 Covered multi-game court

Development **Property Name**
 ✓ Rainier View Park

Worksite Map & Description

Worksite #1: Covered multi-game court

WORKSITE ADDRESS

Street Address 15603 Meade McCumber Road East
City, State, Zip Sumner WA 98390

Worksite Details

Worksite #1: Covered multi-game court

SITE ACCESS DIRECTIONS

On WA-410 E take the WA-162 E/Valley Ave Exit, head north on Valley Ave for 0.75 miles, take a right onto Meade McCumber Road E and follow for 0.38 miles, take a left onto Parker Road East for 300 feet. The project location will be on the right.

Questions

#1: Identify the source of funds (i.e. federal grant, Conservation Futures, local appropriations, private land donation, etc.) that was originally used to acquire the property.

The City of Sumner used local appropriations to purchase the north section of the property in 1994 and the south section in 1998 for park use.

#2: Give street address for this worksite if available.

15603 Meade McCumber Road E, Sumner, WA 98390

Project Application Report - 20-1231

Project Location

RELATED PROJECTS

Projects in PRISM

PRISM Number	Project Name	Current Status	Relationship Type	Notes
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No related project selected

Related Project Notes

Questions

#1: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. [Aquatic Districts and Managers](#)

No

Confirmed with Kirsten Miller at DNR.

Property Details

Property: Rainier View Park (Worksite #1: Covered multi-game court)

Project Proposal

Project Description

The City of Sumner will use this grant to renovate the basketball court at Rainier View Park. The entire court will be covered with a newly constructed mono-slope roof to encourage use in all weather conditions and include ADA upgrades. The court will be painted and striped for three pickleball courts and one volleyball court and the addition of 4 adjustable hoops to allow for one full or two half sized basketball courts. The primary recreational opportunity provided by this project is youth active play.

Project Questions

#1: Is any part of the scope of work included in this application required as mitigation for another project or action? E.g. FERC relicensing, Habitat Conservation Plan, legal settlement, etc. If yes, explain:

No

#2: Describe any required mitigation as a result of the action in this proposal. Will mitigation occur on this site or another location?

No required mitigation is expected.

#3: Are overhead utility lines present at the site, and if so explain how they will be relocated or buried.

No

#4: Describe the nature of any existing rights-of-way, easements, reversionary interests, etc. to the project area.

Rainier View Park is owned and maintained by the City of Sumner. There are no easements or reversionary interests that will impact this project.

#5: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

No

Project Application Report - 20-1231

Evaluation Criteria

#1: NEED AND NEED SATISFACTION What is the community's need for the proposed youth athletic facility? To what extent will the project satisfy the needs in the service area?

This project will build a mono-slope roof structure over the existing basketball court at Rainier View Park. At 3.9 acres, Rainier View Park is the largest in Sumner's park system. The park includes a children's play area, climbing wall, picnic shelter and loop path. The park is connected to Sumner's sidewalk network that includes new access to the nearby YMCA, multifamily developments and senior housing.

The 2018 Parks & Trail Plan update specifically identified updating the current basketball court to a covered multi-sport court at Rainier View Park in order to fulfill the plan's objectives to diversify Sumner's parks to provide for the public's needs year-round with a variety of options, including accessible facilities for the disabled. While Sumner's other parks are not at size capacity, none of the existing facilities offer free, outdoor covered recreation options to continue safe use options through dark, rainy winter months and hot, sunny summer months. This project greatly expands the system's seasonal capacity through the Northwest's changing weather patterns and greatly expands the recreation options for youth.

To do that, your funding of this project will not only update the current basketball court at Rainier View Park, extending and enhancing the play-ability, but also transform it into a covered, lighted, multi-sport and multi-generational sport courts. In addition to striping the current basketball court, we will also stripe for three pickleball courts, one volleyball court and two half sized courts for basketball. Your funding will also add a new courtyard/plaza area south of the covered court where spectators, families and people of all abilities can access the courts and enjoy watching from picnic tables. Again, this one project will expand our ability to provide a better variety of sports, especially for young girls, to provide safe outdoor options during cold/rainy winters and hot sunny summers, and a gathering area for full families of multi-generations and abilities to share while children recreate.

While our focus is on expanding variety and seasons, we will soon have a capacity challenge in our parks. The City of Sumner is home to over 10,000 residents and 14,000 jobs. Recent changes to code in the East Sumner Neighborhood near this park have added housing capacity and our Development Services department has already received preliminary plans for several multi-family developments in this area. This is going to bring an anticipated jump in Sumner's population, especially with young families who won't have their own yard. According to USA.com's census data, census block 073301-2 shows a breakdown of 531 youth and 800 adults. Currently, this census block is an under-served population with a match reduction of 20% and that's before the addition of several new multi-family developments in the works.

Due to this growth and our commitment to offer a variety of outdoor options throughout the year, we need to maximize the usability of Rainier View Park by ensuring the courts are multi-functional and inclusive for users of all abilities through all seasons. The current basketball court is one of only three currently in our system plus another three through the Sumner-Bonney Lake School District (SBLSD). We added our first pickleball court in 2019, across town at Loyalty Park. That court is already in high demand now for both basketball and pickleball. We currently lack any volleyball court in our system, which must be remedied, especially with this sport's role in developing female athletes for school sports. SBLSD offers only one outdoor volleyball court at a school in a different part of town. The only option that would offer a covered multi-sport facility is at the nearby Gordon Family YMCA. They serve the region with over 20,000 memberships. Their programming includes winter basketball (40 teams with 400 kids), summer league basketball (18 teams with 110 kids), drop in pickleball with about 40 people each Monday, Wednesday and Friday (no leagues), drop in volleyball sees 12-20 players twice a week (no leagues). There is more interest in these activities at the YMCA but have limited space due to other sports and programs. The addition of pickleball and volleyball at Rainier View Park, along with their growing popularity, will help in meeting the demand of our diversifying community. We expect approximately 40 pickleball users and 12-20 volleyball users for programmed times. Basketball will most likely be pick-up games with much lower numbers than the YMCA's programmed leagues.

Project Application Report - 20-1231

#2: DESIGN AND COST ESTIMATE How well is the project designed? How reasonable are the cost estimates, do they accurately reflect the scope of work, and are there enough funds to implement the proposed projects?

This project will renovate the basketball court into a covered, multi-sport court ready for use in all weather conditions and seasons. It improves accessibility by providing an ADA compliant courtyard and approach. The multi-sport court will be painted and striped for basketball, three pickleball courts and one volleyball court.

The City of Sumner partnered with BCRA Design to ensure the design meets the needs of the community while keeping costs low and minimizing visual impacts to surrounding properties. BCRA Design is a firm that specializes in Architecture, Civil Engineering, Experiential Environments, Interior Design, Structural Engineering, Land Use Planning and Landscape Architecture. The mono-slope roof provides a low-profile roofline. Slanted steel columns decrease perceived height and provide adequate roof eaves. The design incorporates the materials, color and feel of the adjacent gazebo. Perforated metal panels provide rain protection while allowing opportunities for graphics and filters daylight. Skylights will allow daylight to shine in while LED lighting will have both photovoltaic and motion sensors. Stone sitting walls were designed for people to rest and watch those at play while providing a backstop for loose balls. The sitting walls, beams and openness of the structure were designed with Crime Prevention Through Environmental Design (CPTED) in mind. This is a multi-disciplinary approach for reducing crime through urban and environmental design and the management of the built environment. With the increased use of this multi-sport court we wanted to make sure our Police Department could easily observe and access the facility.

#3: SUSTAINABILITY Will the project result in a quality, sustainable, recreational opportunity while protecting the integrity of the environment?

This covered multi-sport court is a perfect project for the surrounding community and existing park. The materials were selected for their longevity and low maintenance costs. They include exposed steel, LED lighting, skylights, and stone sitting walls. The design pays tribute to the look and feel of the nearby gazebo. There will be minimal visual impacts to the neighboring properties due to the slanted columns and mono-slope roof. The location is ideal and will take advantage of the current footprint and storm utilities. Skylights will allow for natural lighting while the LED lighting will be on photovoltaic and motion sensors (with timers) will keep energy and maintenance costs minimal. This neighborhood park has a great sidewalk network with recent improvements that removed 550 feet of gaps in two locations. The cover and lighting will allow children and adults to play in different weather and darker seasons when they would not normally be able to. The project will encourage physical activities across multiple popular sports for this community in need. With the growing population and developments taking place in the East Sumner Neighborhood this project will be popular well into the future.

#4: FACILITY MANAGEMENT Does the applicant have the ability to operate and maintain the facility?

The City of Sumner owns the four-acre Rainier View Park. The responsibility of its operation and maintenance is under the Parks Department which employs 6 full time staff with 1 seasonal staff. This group takes great pride in caring for and maintaining all of Sumner's parks and grounds. The park system consists of seven parks and a trail network. There are six community parks and one regional sports complex. The staff has been maintaining these parks for decades.

#5: AVAILABILITY When the project is complete, how often will it be available for competitive youth sports in a calendar year?

This multi-sport court will be available to the public seven days a week, all year long during park hours. With the court being covered with skylights and LED lighting this facility will encourage and likely become a destination during rainy or extremely sunny weather, the dark afternoon and evenings during our darker colder seasons. We will work with the nearby YMCA to program basketball, pickleball and volleyball as a compliment to their offerings. We plan on programming them on the opposite days and times to encourage more use. The City will be ultimately responsible for scheduling the facility to best fit the needs of the community.

Project Application Report - 20-1231

#6: READINESS TO PROCEED What is the timeline for completing the project? Will the sponsor be able to complete the project within 3 years?

With 30% design and cost estimates in hand we can move forward with 60% and 90% immediately following RCO approval. There is available matching funds from Sumner Parks & Trail Impact Fees. Sumner staff is experienced in grant documentation, construction bidding, contracting, inspecting and completing successful projects. The projected timeline is as follows.

Project start – July 2021
60% design – September 2021
Permits – September 2021
SEPA/NEPA (if required) – September 2021
Bid Docs/Plans to RCO – November 2021
Solicit Proposals – November 2021
Contract Preparation – December 2021
Bid Award – January 2022
Mobilize – January 2022
Construction – February 2022
50% Complete – April 2022
90% Complete – July 2022
Substantial Complete – August 2022
Punch List – September 2022
Completion – October 2022

#7: PROJECT SUPPORT AND PARTNERSHIPS To what extent do users and the public support the project?

The City of Sumner has the support of local users, community groups, the YMCA, the Police Department and the Sumner City Council for this project. During the 2018 Parks & Trail Plan update staff engaged the public with newsletters, surveys, workshops, an open house, pop-ups in the park (site visit to the parks with popsicles), focus group meeting with Sumner High School leadership students and at Commission and Council Meetings. A recurring request was for covered amenities including this project for Rainier View Park.

The plan's Goals, Policies and Objectives include:

1. Provide and maintain a safe, attractive, enjoyable, and diverse park system that meets the needs of the City's residents, businesses, and visitors.

1.1 Maintain the City's improved parks in conditions which are safe, attractive, and available during as much of the year as possible.

1.3 Provide a diversity of park facilities.

1.3.1 Provide park facilities, including trails, picnic areas, play equipment and recreation facilities which are accessible to the disabled.

Our community and youth are excited for the completion of this multi-sport covered court as it promotes an active healthy lifestyle for users across all ages, abilities and income levels. It will provide recreational opportunities for basketball, pickleball and volleyball during less favorable weather conditions and the darker afternoons of late fall, winter and early spring.

Development Metrics

Project Application Report - 20-1231

Worksite: Covered multi-game court (#1)

GENERAL SITE IMPROVEMENTS

Install general site structures

Total cost for Install general site structures \$699,000

Select one or more of the sheltered structures included in the project

Other

Note: Covered multi-sport court

Select one or more of the surface structures included in the project

Seating wall

Note: The seating wall is made up of several locations along the perimeter of the multi-game court, totaling 107 lineal feet.

Square feet of sheltered/surface structures

The covered court is approximately 7,500 sq ft.

Length of retaining wall/seating wall (feet)

107

SITE PREPARATION

General site preparation

Total cost for General site preparation \$45,000

Acres of site preparation

0.30

Buildings / structures to be demolished

N/A

Select the site preparation activities

Mobilization

SPORT COURTS

Multi-purpose court development

Total cost for Multi-purpose court development \$64,800

Select the surface types for multi-purpose courts

Impervious

Select the multi-purpose court renovation elements

Add/replace lighting

Add/upgrade court amenities

Replace surface

Note: We will be adding lighting for the entire covered court, allowing play in any weather condition and the darker days of the fall and winter. The current basketball hoops will be replaced and two more sets of basketball hoops will be installed to allow for games to be played on one or both halves of the full court. Other amenities include the option of installing up to three pickleball court nets or one volleyball net. The surface will be repainted and stripped for all of these options.

Select the recreational uses of multi-purpose courts

Basketball

Volleyball

Note: The single basketball court will be transformed into a multi-purpose court. It will offer options including full length basketball court or two half courts of basketball or volleyball or three pickleball courts.

SPORTS FACILITIES

Installation of sports facility amenities

Total cost for Installation of sports facility amenities \$45,000

Select the sports facility amenities

Spectator seating

UTILITIES

Install power utilities

Total cost for Install power utilities \$19,000

Select the power utilities

Power line

Relocate/bury power utility

Project Application Report - 20-1231

CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources	\$5,000
Acres surveyed for cultural resources	0.30

PERMITS

Obtain permits

Total cost to Obtain permits	\$2,700
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ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)	\$57,000
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Project Application Report - 20-1231

Overall Project Metrics

PROGRAM OUTCOMES

Youth Served	1,000
Youth Served by the development or renovation project	1,500

SITES IMPROVED

Project acres renovated	0.17
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COMPLETION DATE

Projected date of completion	10/31/2022
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Development Cost Estimates

Worksite #1: Covered multi-game court

Category	Work Type	Estimated Cost	Note
Cultural Resources	Cultural resources	\$5,000	
General Site Improvements	Install general site structures	\$699,000	
Permits	Obtain permits	\$2,700	
Site Preparation	General site preparation	\$45,000	
Sport Courts	Multi-purpose court development	\$64,800	
Sports Facilities	Installation of sports facility amenities	\$45,000	
Utilities	Install power utilities	\$19,000	
	Subtotal:	\$880,500	
Admin, Architecture, and Engineering		\$57,000	
	Total Estimate For Worksite:	\$937,500	

Summary

Total Estimated Costs Without AA&E:	\$880,500
Total Estimated AA&E:	\$57,000
Total Estimated Development Costs:	\$937,500

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
<u>Development Costs</u>			
Development	\$880,500		
Admin, Architecture, and Engineering	\$57,000		6.47 %
SUBTOTAL	\$937,500	100.00 %	
Total Cost Estimate	\$937,500	100.00 %	

Funding Request and Match

FUNDING PROGRAM

YAF - Large	\$350,000	37.33 %
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SPONSOR MATCH

Category	Amount	Project %
Match Total:	\$587,500	62.67 %
Total Funding Request:	\$937,500	100.00 %

Project Application Report - 20-1231

Appropriation - Local		\$350,000	
Grant - State		\$237,500	
	Match Total:	\$587,500	62.67 %
Total Funding Request:		\$937,500	100.00 %

Cultural Resources

Worksite #1: Covered multi-game court

#1: Provide a description of the project actions at this worksite (acquisition, development and/or restoration activities that will occur as a part of this project)

The actions for this worksite include constructing a covered court allowing users the opportunity to play basketball, volleyball, pickleball or other court activity.

#2: Describe all ground disturbing activities (length, width and depth of disturbance and equipment utilized) that will take place in the Area of Potential Effect (APE). Include the location of any construction staging or access roads associated with your project that will involve ground disturbance.

The ground disturbance during construction will be minimal. There will be 5 qty 24" dia x 4' deep concrete footings on both the north and south end of the structure. There will be 6 qty 11"x 11' x 18" deep concrete footings on both the east and west end of the structure. The means of installing will be up to the contractor. They will most likely use a back hoe and auger. There is a large parking area adjacent to the project site that will be available for staging.

#3: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

There will be minimal ground disturbing during pre-construction work.

#4: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

The existing site is home to a basketball court. The historic use was agricultural. The previous excavation/fill would be the subsurface added to lay the concrete for the current basketball court.

#5: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

No

#6: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

#7: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

No

#8: Is the worksite located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site?

Yes

Project Application Report - 20-1231

#8a: Please name the area and specify when the site was established.

The worksite is the current basketball court. The basketball court was constructed in 2006.

#9: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.

No

#10: Describe existing worksite site conditions. The answer to this question will be used in cultural resource consultation so please provide detailed information.

The worksite is the current basketball court located on the west side of Rainier View Park. The property was purchased in 1994 and 1998. Before being purchased for a park, the property was an open field.

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Building Permit	City/County	10/01/2021	12/31/2021	02/12/2022	BLD
SEPA	Local or State	10/01/2021	12/31/2021	04/30/2022	

Attachments

Required Attachments	7 out of 7 done
Applicant Resolution/Authorizations	✓
Control & Tenure Documentation	✓
Map: Athletic Facility	✓
Map: Boundary map – Draft	✓
Photo	✓
Site Plan: Development site plan	✓
Visuals	✓

PHOTOS (JPG, GIF)
Photos (JPG, GIF)



425372 Primary



420415 Secondary



420416

PROJECT DOCUMENTS AND PHOTOS
Project Documents and Photos

Project Application Report - 20-1231

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	07/20/2021	Milestones	Development Milestone Worksheet 7.20.21.pdf	DerekB	Development Milestone Worksheet 7.20.21.pdf, 481322	✓
	04/14/2021	Certification of Applicant Match	Please_DocuSign_Certification_Sponsor_4.2021.pdf	DerekB	Please_DocuSign_Certification_Spon... 4.2021.pdf, 469300	✓
	04/12/2021	Electronic Signature Authorization	Electronic Signature Delegation Form 4.2021.pdf	DerekB	Electronic Signature Delegation Form 4.2021.pdf, 469106	
	12/04/2020	Project Application Report	Project Application Report, 20-1231D (sub 12/04/20 10:52:32)	Margueri...	Project Application Report - 20-1231 (submitted 12-04-2020_10-52-32).pdf, 456352	✓
	12/04/2020	Project Review Comments	Proj Review Comments Eval, 20-1231D(compl 12/04/20 10:51)	Margueri...	Project Review Comments Report - 20-1231 (compl 12-04-2020_10-51-53).pdf, 456351	✓
	08/19/2020	Project Review Comments	Project Review Comments Report, 20-1231D(accepted 08/19/20 1	BethA	Project Review Comments Report - 20-1231 (accepted 08-19-2020_14-32-49).pdf, 444545	✓
	08/19/2020	Application Review Report	Grant Manager Comments Report, 20-1231D(compl 08/19/20 14:32	BethA	Grant Manager Comments Report - 20-1231 (compl 08-19-2020_14-32-06).pdf, 444544	✓
	08/19/2020	Visuals	Site Visuals and Schematic Design.pdf	BethA	Site Visuals and Schematic Design.pdf, 444543	✓
	08/05/2020	Project Application Report	Project Application Report, 20-1231D (sub 08/05/20 12:03:25)	DerekB	Project Application Report - 20-1231 (submitted 08-05-2020_12-03-25).pdf, 441953	✓
	08/05/2020	Project Support / Concern Documents	Letters of Support 2020.pdf	DerekB	Letters of Support 2020.pdf, 441862	✓
	07/09/2020	Application Review Report	Grant Manager Comments Report, 20-1231D(rtnd 07/09/20 17:06:	BethA	Grant Manager Comments Report - 20-1231 (rtnd 07-09-2020_17-06-55).pdf, 437874	✓
	07/08/2020	Applicant Resolution/Authorizations	Resolution_No_1555 - _RCO_Authorization 7.6.20.doc.pdf	DerekB	Resolution_No_1555 - _RCO_Authorization 7.6.20.doc.pdf, 437652	✓
	07/08/2020	Certification of Applicant Match	CertificationSponsorMatch.7.6.20.pdf	DerekB	CertificationSponsorMatch.7.6.20.pdf, 437651	✓
	05/21/2020	Project Application Report	Project Application Report, 20-1231D (submitted 05/21/20 15:	DerekB	Project Application Report - 20-1231 (submitted 05-21-2020_15-56-19).pdf, 427121	✓
	05/12/2020	Site Plan: Development site plan	Development Site Plan.pdf	DerekB	Development Site Plan.pdf, 425376	✓
	05/12/2020	Photo	Photograph.jpg	DerekB	Photograph.jpg, 425372	✓
	05/12/2020	Map: Athletic Facility	Athletic Facility Map.pdf	DerekB	Athletic Facility Map.pdf, 425371	✓
	04/07/2020	Map: Boundary map – Draft	Boundary Signed.jpg	DerekB	Boundary Signed.jpg, 420416	✓
	04/07/2020	Map: Area of Potential Effect (APE)	APE Signed.jpg	DerekB	APE Signed.jpg, 420415	
	03/16/2020	Control & Tenure Documentation	Park Easement1.pdf	DerekB	Park Easement1.pdf, 419461	✓
	03/16/2020	Control & Tenure Documentation	Park Deed2.pdf	DerekB	Park Deed2.pdf, 419460	✓
	03/16/2020	Control & Tenure Documentation	Park Deed1.pdf	DerekB	Park Deed1.pdf, 419459	✓

RCO Staff Scores

Criteria	Score	Score Range	Basis	Applicant Challenge	RCO Response
GMA Preference	0	-1.0 to 0.0	In Compliance with GMA		
Proximity to People (City/County)	1	0.0 to 1.0	Sumner - 10120		

Application Status

Project Application Report - 20-1231

Application Due Date: null

Status Name	Status Date	Submitted By	Submission Notes
Application Complete	08/19/2020	Beth Auerbach	
Application Resubmitted	08/05/2020	Derek Barry	Beth, Thank you for the comments report. We made changes and are hopeful we are selected for funding. Sincerely, Derek Barry City of Sumner 253-299-5714
Application Returned	07/09/2020	Beth Auerbach	
Application Submitted	05/21/2020	Derek Barry	Thank you for working with us on the Grant Authorization and Sponsor Match documents due to the Governor's Order and OPMA guidance. We will be taking both to Council for approval once normal meetings are allowed. If you have any questions please let me know. -Derek Barry
Preapplication	02/14/2020		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Derek Barry, 08/05/2020)

Date of last change: 07/30/2021



SUBJECT: Authorize surplus and sale of vehicle

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. August Surplus

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City has a Police Crown Victoria that needs to be approved for surplus, the vehicle has an estimated value of \$3,500.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 8/4/2021 COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:



CITY OF
SUMNER
WASHINGTON

MEMORANDUM

DATE: August 4 2021
TO: Finance and Personnel Committee
FROM: Jeff Steffens, Administrative Services Director
CC:
RE: Surplus Authorization

The City of Police Department would like to surplus a patrol car. This equipment is beyond its useful life and was replaced. It has been used as a spare vehicle, but that is no longer necessary.

2011 Ford Crown Victoria Police Interceptor
Unit 21-005
VIN 2FABP7BV1BX43362
License Plate 51474D
Estimated Value – \$3,500



SUBJECT: Discussion: HR and Records staffing**CATEGORY:** Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:**STAFF CONTACT:** Jeff Steffens, Administrative Services Director, Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Staff is proposing two staffing changes to address capacity needs in public records and human resources.

Records

The City is responsible for ensuring access to all types of public records. Currently the City is in the process of moving network files to the cloud via SharePoint. For over 25 years each department had their own network file. A lot of data has been saved that is beyond retention. In addition to electronic files, the City has a lot of paper files, particularly in the CD, DS and PW departments. These files are largely kept offsite, but a number of files remain in City Hall. For at least five years the City Clerk, IT and administrative staff have encouraged departments to review files and dispose of unnecessary files. Unfortunately staffing capacity has greatly hindered that effort. As we move towards greater collaboration and cloud computing the need to address the growing records is becoming increasingly time sensitive.

Later this year, the Police Department will be implementing Body Worn Cameras (BWCs). The addition of BWCs will create a new type of record that the public can request. While the police department will have access to BWC records for administrative use, court discovery and public records requests will be the responsibility of the legal department. It is estimated that responding to BWC public records requests will be up to half an FTE.

Hybrid meetings will require a staff member to coordinate each meeting. This will be particularly challenging for regular council meetings, planning commission and design commission meetings. There is not currently staff member capacity to perform this function at all meetings.

Staff recommends hiring a records officer or similar title that would be responsible for the above duties. Funding for this position would come from a vacant plans reviewer position in development services, therefore no additional costs to the general fund.

Human Resources

The pandemic and associated labor market has highlighted the challenges of a small HR department. To date the City has conducted 24 recruitments, this is significantly higher than previous years. Complicating the recruitment process is the difficult labor market caused by the pandemic--positions are taking longer to fill and salaries are becoming more contested. By 2023 the city anticipates a minimum of 11 retirements, and it could be as high as 21. These numbers include up to six police officers who are eligible (and have indicated such) that will be retiring. Recruitments for police officers are much more labor intensive due to the smaller applicant pool. The pandemic has also greatly increased the HR workload in responding to ever-changing guidelines, accommodation requests and policy changes. This has resulted in the delay of critical work such as payroll implementation, leave program reviews, HR management software, Learning Management Program implementation and salary studies. Additional pressure has been related to the unfunded mandates from the State such as leave law changes that have made protected leave difficult to administer, police personnel record changes and new safety laws/programs.

The Society for Human Resources Management (SHRM) recommends 2.57 FTE HR personnel per 100 FTEs. Sumner currently has 1:120 ratio. If you factor in the Administrative Services Director at 1/3 the ratio improves slightly to 1.33:120--still well below SHRM's recommendation.

Staff recommends adding an HR Generalist position that would start Q4 of 2021. This position would primarily focus on recruitments and management of the city's safety and training programs. Due to the impacts of the pandemic, the ARPA committee has recommended that the initial salary costs for 2021-2023 be paid for with ARPA funds. Future costs of the position would be paid by the General Fund and allocated through the indirect cost allocation model.

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE: 8/4/2021
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Information only



SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will provide a monthly report on sales tax activities and receipts. Information is limited to those with appropriate Department of Revenue information on file.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 8/4/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.



SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activities.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 8/4/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.