



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

August 16, 2021 6:00 PM

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.

<https://sumnerwa-gov.zoom.us/j/89355723005>

Or One tap mobile :

US: +12532158782,,89355723005# or +16699006833,,89355723005#

Or Telephone:

Dial: +1 253 215 8782

Webinar ID: 893 5572 3005

CALL TO ORDER

Invocation - Jeremy Tost

Pledge of Allegiance

Roll Call: Bitetto, Brown, Hamilton, Hayden, Hochstatter, Neuman and Reed

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

CONSENT AGENDA

1. Approval of checks and electronic payments in the amount of \$1,096,543.89.
2. Approval of the minutes from the August 2, 2021 regular council meeting and the August 9, 2021 study session
3. Quit Claim Deed to Sumner Bonney Lake School District of unperfected Mason Street Right-of-Way
4. Floodplains by Design Grant Agreement Amendment
5. Resolution No. 1589 - Pollution Prevention Assistant (PPA) Partnership - Interagency Agreement Authorization
6. Resolution No. 1594 - PSE Energy Conservation Grant Agreement - Lighting
7. Sumner Tapps Highway Resurfacing- Consultant Supplement
8. Resolution No. 1591 - Recreation & Conservation Office Grant Agreement - Rainier View Park Covered Court
9. Resolution No. 1592 - Interlocal with East Pierce Fire and Rescue for Fire Safety Inspections
10. Axon Sales Agreement: Body Worn Cameras
11. Resolution No. 1593 - Housing Action Plan Prioritization
12. Ordinance No. 2788 - Updating Director Authority

PUBLIC HEARING

1. Surplus by Intergovernmental Transfer of Main Street East Properties for Sumner Library Branch

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michelledc@sumnerwa.gov no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Ordinance No. 2790 - American Recsue Plan Act Fund Initial Allocation
- b. Alder Kincaid Utility Improvements – Consultant Services Amendment
- c. Ordinance No. 2791 - Budget Amendment Authorized FTEs

4. Reports

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

5. Executive Session

6. Adjournment

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



CLAIMS VOUCHER
APPROVAL
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 26255	To: 26345	\$375,091.08 *
AP Electronic (EFTs) Payments:	From: 266	To: 269	\$204,007.03
AP Wire(s):	From: 15124	To: 15126	\$4,399.11
Payroll DD Numbers:	From: 49107	To: 49232, 3984	\$296,286.07
Payroll Check(s):	From: ---	To: ---	\$0.00
Payroll Wire(s):	From: 3458, 3980-3981,	To: 3983, 3985-3989	\$216,760.60
TOTAL			\$1,096,543.89

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

Chief Financial Officer

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,096,543.89 this 2nd day of August 2021.

Chair

Date

Member

Date

Member

Date

* Includes \$101.86 in Use Tax and (\$167.00) in Check Voids.

SUBJECT: Approval of the minutes from the August 2, 2021 regular council meeting and the August 9, 2021 study session

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - August 2, 2021 regular council meeting
2. Minutes - August 9, 2021 study session

STAFF CONTACT:

SUMMARY BACKGROUND:

Council meeting minutes from the last council and study session.

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

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as written.

CITY OF SUMNER
Council Meeting
Minutes – August 2, 2021

CALL TO ORDER

The Sumner City Council met in regular session at 6:00pm, with Mayor William L. Pugh presiding. City Hall remains closed during Governor Inslee's "Washington Ready" order, a consequence of the Covid-19 pandemic. The Mayor, Council and staff members attended through ZOOM either telephonically or through their computer. The public was allowed to attend via ZOOM, PCTV livestream and by telephone.

Staff present via electronic device: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Public Works Director Mike Dahlem, Administrative Services Director Jeff Steffens, Chief Financial Officer Cassandra Raymond, and City Clerk Michelle Converse.

Mayor and Councilmembers present via electronic device: Mayor Bill Pugh, Councilmembers Bitetto, Hamilton, Hayden, Hochstatter, Neuman and Reed. Absent was Councilmember Brown.

MOVED BY NEUMAN SECONDED BY REED TO EXCUSE COUNCILMEMBER BROWN FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

1. Approval of the minutes from the regular council meeting of the July 19, 2021 and July 26, 2021 study session.
2. Approval of checks / electronic payments in the amount of \$1,979,541.61

MOVED BY HAYDEN SECONDED BY HOCHSTATTER TO APPROVE THE CONSENT AGENDA AS PRESENTED.

PASSED BY VOICE VOTE.

PUBLIC HEARING

One was not scheduled tonight.

UNFINISHED BUSINESS

None tonight.

PUBLIC COMMENT

None tonight.

NEW BUSINESS

Ordinance No. 2786 – Amending 2021/2022 Biennial Budget

MOVED BY REED SECONDED BY NEUMAN TO APPROVE ORDINANCE NO. 2786 – AMENDING 2021/2022 Biennial Budget.

Chief Financial Officer Kassandra Raymond addressed the Council.

The 2nd Quarter Budget Amendment for the 2021/2022 Biennial Budget includes several items:

1. Recognize the receipt of \$2,910,676 in American Rescue Plan Act (ARPA) funds over the biennium. This amendment recognizes the revenue only; use of the ARPA funding will be programmed through separate City Council action at a future date.
2. In early June the city was notified by the Sumner Main Street Association (SMSA) that they would not be holding Rhubarb Days in 2021. This action constituted a breach of our MOA for event sponsorship with SMSA. The City terminated the agreement with the SMSA. The attached budget amendment ordinance removes \$26,250 of financial sponsorship and \$10,000 of special event services credit from the budget, and reallocates a portion (\$6,500) to the Cultural Arts Commission. The Cultural Arts Commission will use the additional funds to add a fourth mural to their 2021 mural project, host two Nights on Ryan events and bring back an in person component to the annual chalk art festival. The net change to the General Fund balance is \$29,750.
3. Appropriate funding to add an Associate City Engineer to the Public Works Department. This position will primarily support the White River Restoration project, and be funded 85% from the Stormwater Fund. The remaining funding will be split between the General Fund (Streets), Water, and Sewer Administration. The position was included in the 2020 Utility Rate Model, and would have an anticipated start date of September 2021. The total cost for 2021 (4 months) is \$57,809 and for 2022 (12 months) \$180,994.
4. Appropriate \$159,000 in Legal Services: This action appropriates the remaining contract balance between the City and Cairncross & Hempelmann for legal services related to the sale of the Sumner Meadows Golf Course.
5. Appropriate \$85,000 over the biennium for the implementation of a body-worn camera program.
6. Recognize \$600,000 revenue for the FHWA grant supporting the 166th Ave improvements. The total grant award of \$1,219,650 was accepted at the June 21, 2021 City Council meeting. The remainder of the grant award will be programmed in the upcoming biennium.
7. Appropriate \$27,000 for the acquisition of a concrete loader for PW Operations;
8. Appropriate \$111,352 in WWTF Capital. This action appropriates the remaining contract balance for the Biosolids Improvement Project remaining at 12/31/2020.

PASSED BY VOICE VOTE.

Resolution No. 1588 – Interlocal Agreement – South Sound Housing Affordability Partners (SSHA3P)

MOVED BY HAYDEN SECONDED BY HOCHSTATTER TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT.

Community Development Director Ryan Windish addressed the Council.

The Interlocal Agreement (ILA) is between Pierce County, cities, towns, and tribes and would result in the creation and operation of an organization known as the South Sound Housing Affordability Partners (SSHA³P). SSHA³P would operate under the common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and to eliminate housing inequities for all races, ethnicities and other vulnerable or marginalized communities and geographic locations in Pierce County. The City would be a partner and as a result also receive consultation and services related to the creation and adoption of policies to further affordable housing opportunities within the City and Pierce County. Further, this organization would also be responsible for purchasing, constructing, and managing affordable housing developments within Pierce County. This is similar to other organizations both in King and Snohomish Counties that have had success in actually developing and managing affordable housing units.

The ILA would commit the City to providing funding to SSHA³P in the future at a rate based on the city's population and the number of participating jurisdictions and other funding such as grants. The city's portion of the funding shown in the 2.5 year estimate ranges from \$5,000-\$5,500 annually. The source of these funds could come from the HB1406 funding that is a credit from the state portion of the state sales tax that can be used to assist in creating more affordable housing.

Discussion ensued.

Passed by voice vote.

COUNCIL REPORTS

Councilmembers Reed, Neuman, Hamilton, Hochstatter and Deputy Mayor Hayden had no reports tonight.

Councilmember Bitetto reminded everyone who hasn't been vaccinated against COVID-19 to wear a mask.

CITY ADMINISTRATOR

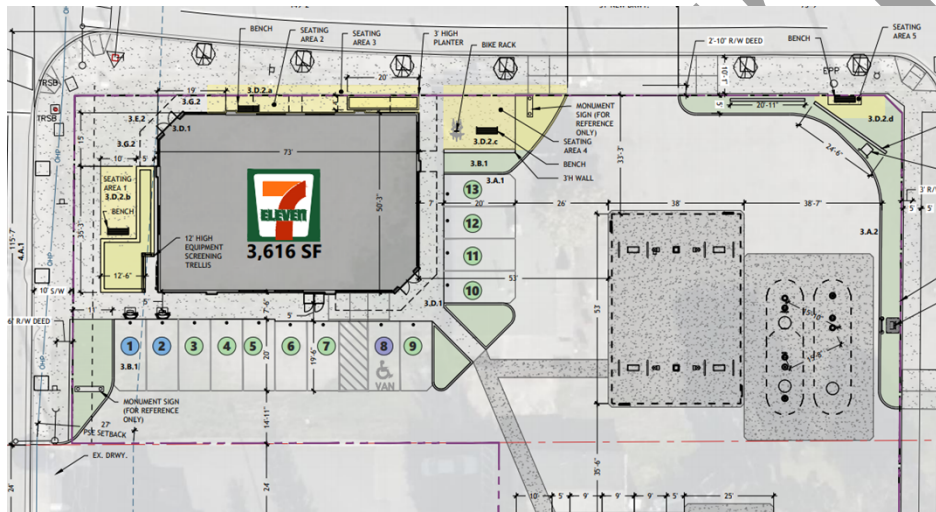
City Administrator Jason Wilson updated the council on the following:

Upcoming Policy Issues:

- Next Week's Study Session
 - 147th & 74th Neighborhood Traffic Study
- Next Regular Council Meeting on August 2nd
 - Public Hearing for the Main Street East Property Surplus
 - Ordinance amending code regarding Department Director Authority (Clean-Up)
 - Ordinance allocating ARPA funds

Commission Updates:

- Design Commission: In July the commission reviewed and approved with conditions three significant projects:
 - The Nemeth mixed use project includes construction of 105 apartments and approximately 7,350 sf of ground-floor retail on a 3.7-acre vacant site. Development will include on-site parking lot, creation of on-street parking stalls, public trail, open space, utilities, plaza and landscaping.
 - Kincaid Ave Apartments (Red Apple) project includes 180 residential units, 4,600 sf of commercial space, structured parking, landscaping, outdoor seating, frontage improvements.
 - 7-11 (Valley/Main) construction of a new 7-11 convenience store and fuel station, project will include parking, cross access corridor construction and dedication, landscaping, utilities and pedestrian spaces.



The two residential projects are nearly complete with SEPA, building permits should follow shortly thereafter. The 7-11 will be submitting SEPA and for a CUP, with building permits likely to follow.

Personnel Issues:

- The City is currently recruiting for two vacant public works operators. Other positions being reviewed include an associate engineer or project manager.
- We are nearing completion of the Deputy City Attorney recruitment and hope to make a job offer later this week.
- Andrew McCurdy was hired as the new Deputy Chief of Police. He started today, and his swearing in ceremony will be held next Monday at 4pm in the council chambers. Council is welcome to

Miscellaneous:

- The next two Saturdays the Cultural Arts Commission will be hosting Nights on Ryan from 6-9pm.
- This Sunday SMSA is hosting Classy Chassis along Main Street from 10am-3pm.
- The Sumner Main Street Association is holding their annual Garden Social and volunteer appreciation event on Thursday August 12th from 5-7:30pm at the VanLierop Garden Market. Please let me know if you plan on attending the event so we can provide public notice as appropriate.
- The City is working with WSDOT to coordinate the closure of northbound SR167 for expansion work. This project has been in the works for several years, with much advanced planning

occurring earlier this year. WSDOT is anticipating the full closure of NB SR 167 the weekend of August 21-22nd. The detour routes are Traffic Ave and Sumner Tapps Highway. Undoubtedly traffic will not be contained to the detours, and we anticipate significant traffic impacts on all arterials in and around Sumner that weekend. WSDOT will be hiring several off-duty officers to help with traffic management along the detour routes. Additional information will be shared with the community as we are notified by WSDOT. We are aware of a conflict with the Cruise In Event and will be meeting with the event organizers and sponsor this week to discuss alternatives.

MAYOR REPORT

Mayor Pugh attended the Puyallup Sumner Chambers Annual Economic Luncheon last week. Community Development Director Ryan Windish addressed the luncheon with a report on what was happening in Sumner. Mr. Windish did an excellent job and Mayor Pugh thanked him for that.

EXECUTIVE SESSION

There was none scheduled.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 6:35pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

SUMNER CITY COUNCIL
Minutes – Study Session
August 9, 2021

As a result of the Governor’s “Washington Ready” order, the Sumner City Council held its study session virtually via ZOOM meetings with Mayor William L. Pugh presiding.

Mayor Pugh called the meeting to order at 6:00pm.

Councilmembers present: Bitetto, Hamilton, Hayden, Hochstatter, Neuman and Reed.
Councilmember Brown was absent.

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Police Chief Brad Moericke, and City Engineer Michael Kosa

MOVED BY NEUMAN SECONDED BY HOCHSTATTER TO EXCUSE BROWN FROM THE STUDY SESSION OF AUGUST 9, 2021.

PASSED BY VOICE VOTE.

REGULAR BUSINESS

1. 174TH Ave E and 74th St Ct E Neighborhood Traffic Calming Study

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 6:59pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor William L. Pugh

SUBJECT: Quit Claim Deed to Sumner Bonney Lake School District of unperfected
Mason Street Right-of-Way

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Quit Claim Deed City to SBSLD
2. Excise Tax Affidavit
3. Illustrative Map

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

Old documents related to properties along Mason Street appear to have attempted to dedicate Right-of-Way (ROW) to the City. However, deeds were never recorded, so the ROW was never perfected. The City has no need or purpose for ROW in those locations, and therefore has agreed to sign a quit claim deed to 'clear title' to those unperfected ROW locations. This quit claim deed is purely to clean up title, and does not actually vacate or convey any public right of way used or owned by the City.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to Authorize the Mayor to execute a quit claim deed clearing title to unperfected ROW near Mason Street to the Sumner-Bonney Lake School District, and ratifying any previous acts consistent with this authorization.

WHEN RECORDED RETURN TO:
Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

Type of Document: Quit Claim Deed
Documents Referenced: 1783090, 1782177, 1781036, 1782178, and 1449983
Grantor: City of Sumner, a Washington municipal corporation
Grantee: Sumner-Bonney Lake School District No. 320, a Washington municipal corporation
Abbreviated Legal Description: PTN Revised Parcel J, BLA 9511090682
Complete Legal Description: Page 1
Assessor Parcel No.: PTN 0420244205

QUIT CLAIM DEED

THE GRANTOR, CITY OF SUMNER, a Washington municipal corporation, for and in consideration of clearing title, conveys and quit claims, to GRANTEE, SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320, a Washington municipal corporation, any and all possible right, title and interest, created under Pierce County Recording Nos. 1783090, 1782177, 1781036, 1782178, and 1449983, to the real estate described below, situated in the County of Pierce, State of Washington, and illustratively shown on Exhibit A attached hereto and incorporated herein by this reference:

BEGINNING AT A POINT 30 FEET SOUTH AND 406.84 FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF MASON STREET AND THE EAST LINE OF KINCAID DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE EAST 202.16 FEET; THENCE NORTH 30 FEET; THENCE EAST TO A POINT 651.25 FEET WEST OF THE EAST LINE OF SAID SECTION 24; THENCE NORTH 30 FEET TO THE EXTENDED NORTH LINE OF MASON STREET; THENCE WEST ON THE NORTH LINE OF MASON STREET EXTENDED TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

DATED _____, 2021.

CITY OF SUMNER, a Washington municipal corporation

By: _____
William Pugh

Its: Mayor

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez
City Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this 14th day of July, 2021, before me a Notary Public in and for the State of Washington, personally appeared William Pugh, the Mayor of City of Sumner, a Washington municipal corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said municipal corporation, for the uses and purposes mentioned in this instrument, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed
Name: _____
NOTARY PUBLIC in and for the State Washington,
residing at _____
My Commission _____
Expires: _____

EXHIBIT A
ILLUSTRATIVE MAP

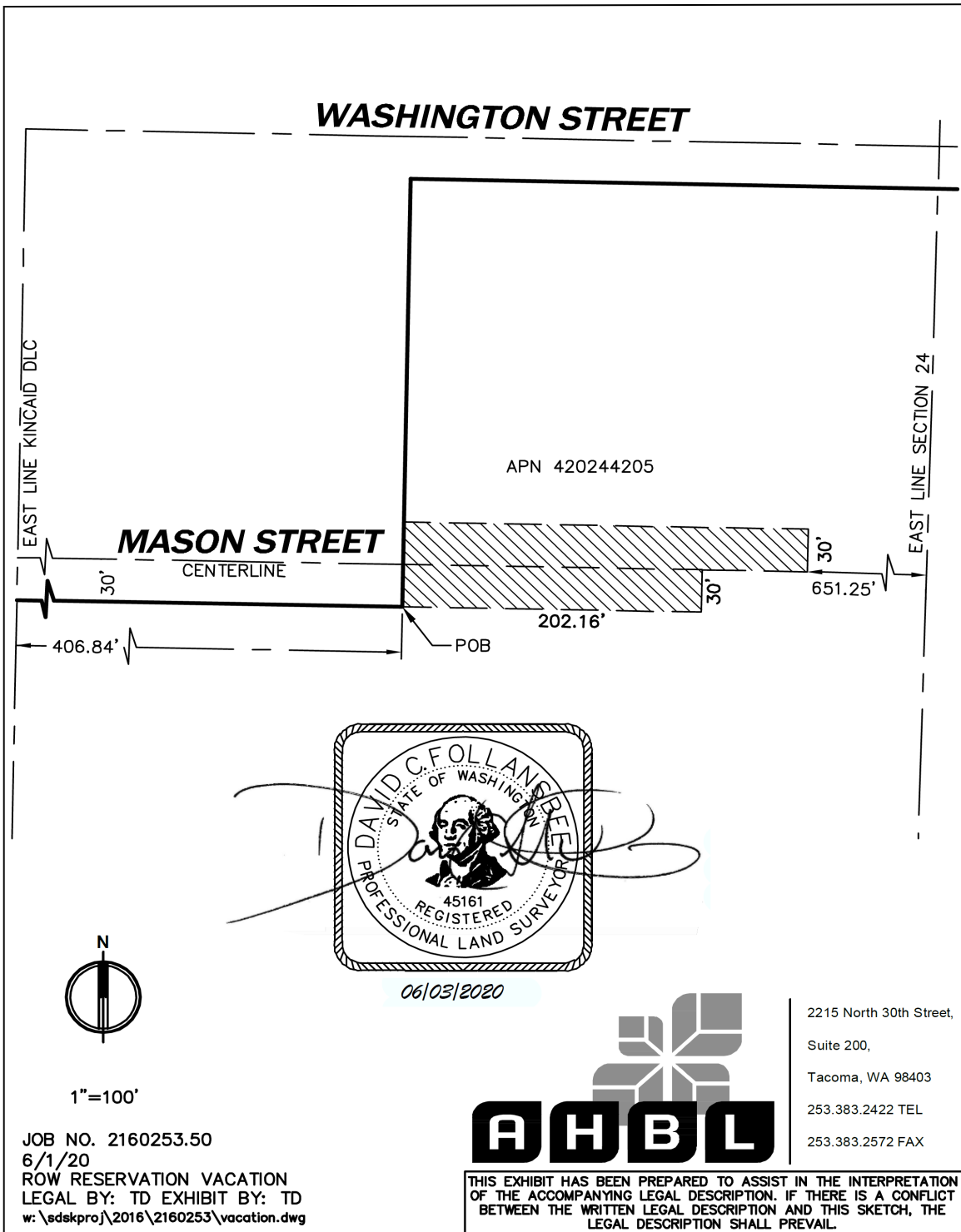


EXHIBIT A

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.

This affidavit will not be accepted unless all areas on all pages are fully completed.

This form is your receipt when stamped by cashier. Please type or print.

☐ Check box if the sale occurred in more than one location code.

☒ Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name City of Sumner, a Washington
municipal corporation

Mailing address 1104 Maple Street

City/state/zip Sumner, WA 98390

Phone (including area code) _____

2 Buyer/Grantee

Name Sumner-Bonney Lake School No. 320, a Washington
municipal corporation

Mailing address 1202 Wood Avenue

City/state/zip Sumner, WA 98390

Phone (including area code) _____

3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

PTN 0420244205

Levy Code: 117

Personal property?

Assessed value(s)

☐

\$ 38,788,500.00

☐

\$ 0.00

☐

\$ 0.00

4 Street address of property 1707 Main Street, Sumner, Washington

This property is located in Sumner

(for unincorporated locations please select your county)

☒ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

SEE EXHIBIT A ATTACHED HERETO

5

68 - Educational services

Enter any additional codes _____

(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☒ No

Is this property predominantly used for timber (as classified under RCW 84.84 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215. ☐ Yes ☒ No

If yes, complete the predominate use calculator (see instructions for section 5).

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☒ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below**. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below**. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent _____

Name (print) William Pugh, Mayor

Date & city of signing July, 2021 Sumner

Signature of grantee or agent _____

Name (print) Laurie D. Dent, Ph.D., Superintendent

Date & city of signing July 14, 2021 Sumner

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

EXHIBIT A TO REAL ESTATE EXCISE TAX AFFIDAVIT

PORTION OF PIERCE COUNTY TAX PARCEL NO. 0420244205

LEGAL DESCRIPTION FOR QUIT CLAIM DEED

BEGINNING AT A POINT 30 FEET SOUTH AND 406.84 FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF MASON STREET AND THE EAST LINE OF KINCAID DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE EAST 202.16 FEET; THENCE NORTH 30 FEET; THENCE EAST TO A POINT 651.25 FEET WEST OF THE EAST LINE OF SAID SECTION 24; THENCE NORTH 30 FEET TO THE EXTENDED NORTH LINE OF MASON STREET; THENCE WEST ON THE NORTH LINE OF MASON STREET EXTENDED TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

NARRATIVE PURSUANT TO WAC 458-61A-215
CITY OF SUMNER, GRANTOR,
AND SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320, GRANTEE

In accordance with WAC 458-61A-215(1) and (3), City of Sumner, a Washington municipal corporation, as “Grantor”, and Sumner-Bonney Lake School District No. 320, a Washington municipal corporation, as “Grantee”, hereby make the following narrative.

The sole purpose of the Quit Claim Deed, dated July _____, 2021 executed by Grantor is to clear any possible right, title and interest of Grantor, created under Pierce County Recording Nos. 1783090, 1782177, 1781036, 1782178, and 1449983, with respect to the following described real property situated in the County of Pierce, Washington relating to a portion of Revised Parcel J, Main Street Plaza Boundary Line Adjustment, recorded under Recording No. 9511090682, in Pierce County, Washington:

BEGINNING AT A POINT 30 FEET SOUTH AND 406.84 FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF MASON STREET AND THE EAST LINE OF KINCAID DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE EAST 202.16 FEET; THENCE NORTH 30 FEET; THENCE EAST TO A POINT 651.25 FEET WEST OF THE EAST LINE OF SAID SECTION 24; THENCE NORTH 30 FEET TO THE EXTENDED NORTH LINE OF MASON STREET; THENCE WEST ON THE NORTH LINE OF MASON STREET EXTENDED TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

SEE ILLUSTRATIVE MAP ATTACHED HERETO AS ***EXHIBIT 1***.

No consideration of any form has passed between Grantor and Grantee.

GRANTOR:
CITY OF SUMNER,
a Washington municipal corporation

GRANTEE:
SUMNER-BONNEY LAKE SCHOOL
DISTRICT NO. 320, a Washington
municipal corporation

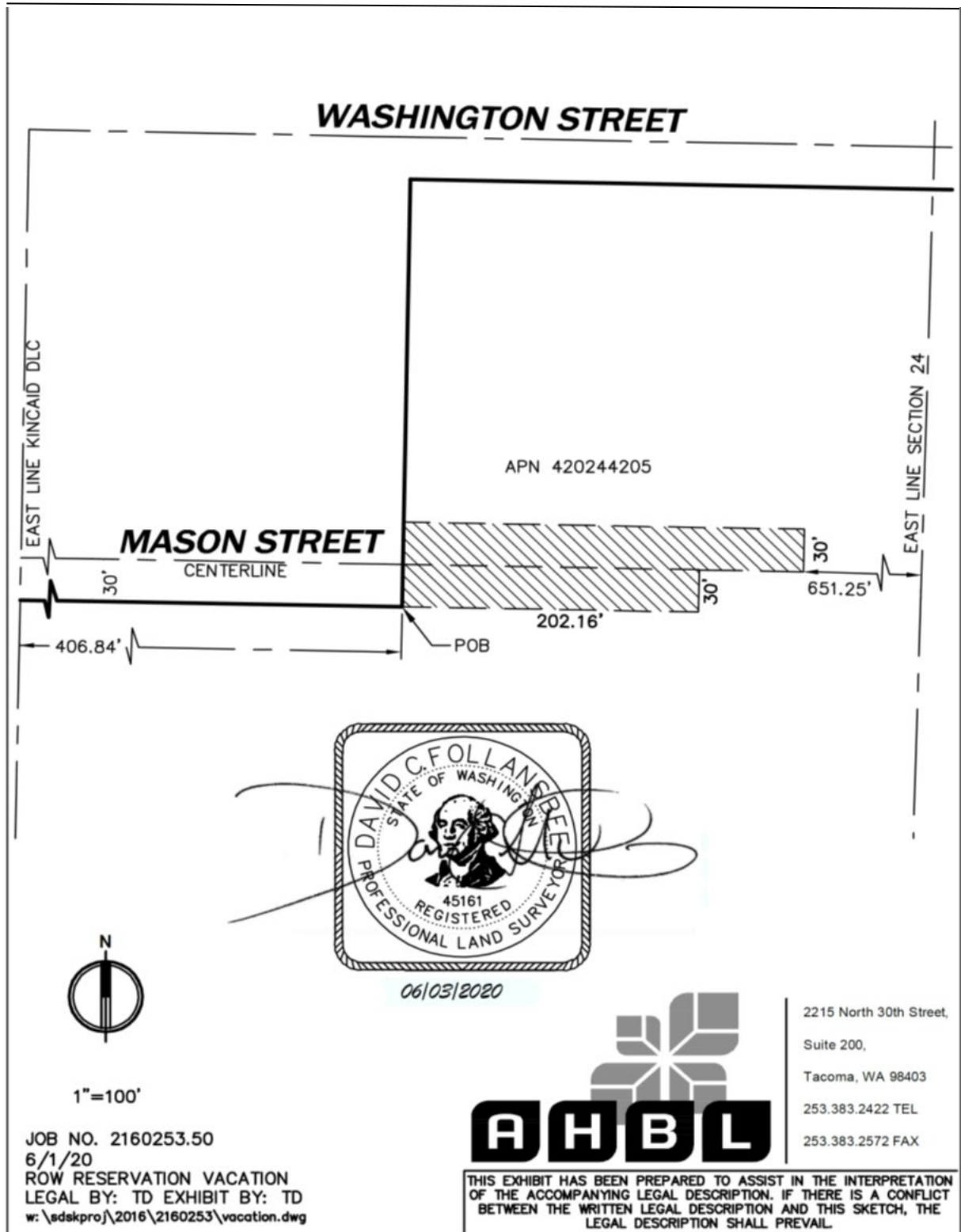
By: _____
William Pugh
Its: Mayor

By: _____
Laurie D. Dent, Ph.D.
Its: Superintendent

Dated: _____

Dated: _____

EXHIBIT 1
ILLUSTRATIVE MAP





RECORD OF SURVEY: SUMNER SCHOOL DISTRICT

IN: NE1/4 SE1/4 + NW1/4 SE1/4 SECTION 24,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

FALLS 20' E OF N-S CHAINLINK FENCE
IN CENTERLINE OF DRIVEWAY APPROACH.

EX. COR. SEC. 24
FEB 1992
FOUND CONC. CASE &
COVERED W/4 DEEP
WATER. POSITION
FROM LOCATED
EXISTING REFERENCES
ON EDGE OF
PAVEMENT
(SEE P.O.B.
A.F. N. 8106300219)

VALLEY AVE.

Original



IT IS ASSUMED THAT 1/2 R/W
WAS 30' PRIOR TO 1905 AND
THAT THE 1/2 WAS VACATED
BY A.F. 187183, LEAVING
10' ON NORTH SIDE OF 2
RD R/W.

P.O.B.
OF DESC.

490°00'00"W 391.17 CALC.
VACATED 8-25-25 A.F. 187183

FOUND STONE
@ 0.00 WEST
OF CALC.
POSITION

FEB. 1992
SE COR. NE1/4 SE1/4
SEC. 24 - FOUND
NON. CASE (EMPTY)
CALCULATED
CORNER FALLS
IN CASE FALLS

FEB 1992
SE CORNER SEC.
24 - FOUND
STONE MON.
WITH "X" DOWN

For reference only, not for re-sale.

9206120530 # 91-91

SUBJECT: Floodplains by Design Grant Agreement Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. First Amendment to Subrecipient Agreement No. SC-107720

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City received funds from the Department of Ecology that are passed through Pierce County. These funds are for property acquisition, demolition, and related expenses on the Pacific Pointbar and Stewart Left Bank projects. Initially, the City entered into agreement with the County for \$100,000 of grant funding that was set to expire in June 2021. This amendment increases the total grant to \$1,000,000 and extends the deadline to December 2021.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021
--

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion accepting additional grant funding from Floodplains by Design in the amount of \$900,000 for use in the White River Restoration - Pacific Point Bar project (CIP 14-10), for a total amount of \$1,000,000 and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT NO. SC-107720
FOR POINT BAR RESTORATION FLOODPLAINS BY DESIGN ROUND 3**

THIS FIRST AMENDMENT to Subrecipient Agreement SC-107720 is made and entered into by and between **PIERCE COUNTY** a political subdivision of the State of Washington, herein referred to as "**COUNTY**" and **CITY OF SUMNER**, herein referred to as "**SUBRECIPIENT**".

WHEREAS, the parties hereto have previously entered into Subrecipient Agreement No. SC-107720 dated September 30, 2020 (the "Agreement") to provide Capital Land Acquisition and Construction project; and

WHEREAS, the parties desire to execute the first amendment to the Agreement to clarify and add scope to Exhibit A, Scope of Work to define all tasks required by this subaward, and extend the termination date to December 15, 2021; and

WHEREAS, the parties desire to modify Exhibit B, Compensation and Financial Requirements to increase the maximum compensation by \$900,000.00 for a total agreement amount of \$1,000,000.00;

NOW, THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

1. Section 1 of the Subrecipient Agreement is amended to read as follows:

GENERAL INFORMATION

Subrecipient Name: City of Sumner

Subrecipient Contact Information: Doug Beagle, City of Sumner, Development Services Director, 253-299-5715, doughb@sumnerwa.gov

Subrecipient Unique Identifier: 91-6001282

Federally Funded: No

Award Identification Number: SEAFBD-2017-PiCoSW-00019

Pass-through Entity Subaward Number: SC-107720

Federal/State Award Date: 11/05/2018

Subaward Period of Performance: May 1, 2020 through ~~June 30, 2021~~ December 15, 2021

Funds Available to the Subrecipient: ~~\$100,000.00~~ \$1,000,000.00

Award Project Description: Floodplains for the Future – Puyallup, White & Carbon Rivers (Round 3 – 2017-2019)

Name of Primary Awarding Agency: Washington State Department of Ecology, AWD-100454

Name of First Pass Through Entity: Pierce County

Contact Information for Pierce County: Tina Basil, Contract and Monitoring Manager, Planning & Public Works Contract Services, pcpwcontractservices@piercecounitywa.gov, 253-798-2426

Research and Development?: No

2. Section 2 of the Subrecipient Agreement is amended to read as follows:

PERIOD OF PERFORMANCE

The period of performance for this Agreement begins on May 1, 2020 and ends ~~June 30, 2021~~ **December 15, 2021**. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

3. Exhibit A, Scope of Work is modified to clarify and add scope to define all tasks required by this subaward as shown in Attachment 1.
4. Exhibit B, Compensation and Financial Requirements is modified to increase the total amount of the contract by \$900,000 from \$100,000 to \$1,000,000 as shown in Attachment 2.
5. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATION AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

**PIERCE COUNTY
AGREEMENT SIGNATURE PAGE**

Agreement # SC-107720

IN WITNESS WHEREOF, the parties have executed this Amendment on the days indicated below:

SUBRECIPIENT

City of Sumner
Full Firm Name

Signature

Date

Print Signer's Name and Title

Mailing Address:

1104 Maple Street
Sumner, WA 98390

Phone: (253) 229-5708
Contact Person: Robert Wright

UBI No.: 277-000-014

PIERCE COUNTY

Approved as to legal form only:

By _____
Deputy Prosecuting Attorney Date

Approved:

By _____
Department Director
Date _____

By _____
Finance Director Date

By _____
Executive Date

Attachment 1

Exhibit A Scope of Work

This Agreement is between Pierce County and the Subrecipient for the project identified as Floodplains for the Future – Puyallup, White & Carbon Rivers (Round 3 - 2017-2019). This is a partial pass-through of award # SEAFBD-2017-PiCoSW-00019 from Washington State Department of Ecology.

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

Period of Performance: May 1, 2020 through June 30, 2021.

The subrecipient agrees to provide the following:

Task 2: Capital Land Acquisition and Construction Project

The City of Sumner will acquire up to five properties and demolish structures for the Pacific (Sumner) Point Bar Restoration Project located on the lower White River in the City of Sumner. At completion, the Pacific (Sumner) Point Bar Restoration project will reconnect 27 acres of floodplain to the lower White River.

Responsibilities of Subrecipient:

- **City of Sumner will maintain communications with Pierce County and the Department of Ecology to ensure all acquisition activities will be eligible for reimbursement through the Floodplain by Design (FBD) grant.**
- City of Sumner will provide required documentation to Pierce County prior to submittal to Department of Ecology for property purchase.
- Procure all subcontracted services in compliance with state guidelines.
- City of Sumner will pay for all staff time.
- City of Sumner will meet the Department of Ecology requirements for Cultural Resources which may include a site survey. Cultural Resource Requirements must be determined by Department of Ecology before property purchase can proceed.
- **The City of Sumner will provide documentation of eligible match costs, up to \$250,000.**

County Responsibilities:

- The County will **reimburse the purchase costs to the amount eligible for reimbursement through the grant SEAFBD-20178-PiCoSW-00019. Pierce County will submit the costs to the Department of Ecology as an expenditure in Grant SEAFBD-20178-PiCoSW-00019.**

Deliverables:

- Fulfill all Department of Ecology Requirements for each Property Acquisition, as detailed in Exhibit E – Property Acquisition Document Requirements, **and submit to Pierce County for review prior to closing acquisition transactions.**
- Per Department of Ecology requirement: provide representative before and after demolition annotated photos – due with respective quarterly reports.

- Provide all procurement documents for all hired services.

Attachment 2

Exhibit B Compensation and Financial Requirements

1. COMPENSATION

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide funds in the amount of ~~\$100,000.00~~ **\$1,000,000.00** to accomplish the scope of services described in Exhibit A – Scope of Work, **to be reimbursed by the Department of Ecology for Grant SEAFBD-20178-PiCoSW-00019.** . The project budget and financial requirements are provided below.

BUDGET SUMMARY

Expenses for City of Sumner	Budget
Property Demolition of 5 Structures	\$100,000
Total Expenses to be reimbursed by Pierce County	\$100,000
Funding (Direct from other sources)	
Property Acquisition Cost** (Estimated Fair Market Value) into Escrow from <u>reimbursed through Pierce County from Department of Ecology</u> Grantor through Floodplains by Design Round 3-2017-2019	NTE \$900,000 <u>1,000,000</u>
Property Acquisition – Due Diligence (Appraisals, Review of Appraisals, Cultural Resources Review and/or Survey, Closing, Recording, Taxes, and Title report Fees)	
Staffing – Secure easements, manage real estate transaction, communicate with partners, and close project; Legal review of transactions documents and property easement	
<u>Property Demolition of up to 5 structures</u>	
Total Estimated Expenses for Easement <u>Acquisition Project</u>	<u>NTE \$1,000,000</u>

**** Original contract stated costs would be paid through escrow, this amendment is to account for the \$900,000 to be paid directly to City of Sumner from Pierce County for property acquisition costs.**

SUBJECT: Resolution No. 1589 - Pollution Prevention Assistant (PPA) Partnership -
Interagency Agreement Authorization

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1589 Pollution Prevention Assistance Program ILA
2. Contract Table Worksheet

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City has participated as a partner in the Department of Ecology's statewide "Pollution Prevention Assistance Program" since 2011. During this time, we've provided 430 visits to assist businesses on the proper management of hazardous waste. This contract will provide funding for the City to continue this work and complete another 88 visits between July 2021 and June 2023. The total agreement amount is \$80,325.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021
--

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1589 authorizing the Mayor to enter into an interagency agreement between the City of Sumner and the Washington State Department of Ecology, related to the Pollution Prevention Assistance Program, in a form as approved by the City Attorney.

RESOLUTION NO. 1589

CITY OF SUMNER, WASHINGTON

A RESOLUTION of the City of Sumner authorizing the Mayor to enter into a Interlocal Agreement with Washington State Department of Ecology for the Pollution Prevention Assistance Program.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other; and,

WHEREAS, In July 2019 the City of Sumner was awarded a Local Source Control Partnership Contract from the Washington State Department of Ecology to employ a Pollution Prevention Specialist that provided technical assistance to small businesses in an effort to improve water quality; and

WHEREAS, the hired Local Source Control Specialist conducted 88 source control site visits of small quantity generator businesses, and

WHEREAS, an additional 88 site visits are necessary to reduce and/or eliminate hazardous waste streams and pollutant sources, and

WHEREAS, the City of Sumner shall continue staffing the necessary personnel, equipment and materials essential to perform the work set forth in Appendix "A" and "B" of the agreement, and

WHEREAS, this project will benefit the stormwater program and assist in satisfying requirements of the Phase II Municipal Stormwater NPDES Permit.

WHEREAS, the City Council finds it desirable and in the City's best interest to enter into an Interlocal Agreement for Local Source Control Program with Washington State Department of Ecology;

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

That the Mayor is hereby authorized to enter into the "Interlocal Agreement with Washington State Department of Ecology for Local Source Control Program, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

ADOPTED by the City Council of the City of Sumner at a regular meeting this
____ day of _____ 20____.

William Pugh, Mayor

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez, City Attorney



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C2200050

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF SUMNER

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Sumner, hereinafter referred to as the “CONTRACTOR,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, ECOLOGY has legal authority (RCW 70A.214 and RCW 70A.300) and the CONTRACTOR has legal authority (Sumner Municipal Code Chapter 13.48 STORMWATER MANAGEMENT REGULATIONS 13.48.010 Title and authority) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2021**, and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables and compliance with all terms and conditions.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2022, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2022, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating Account (23P), Model Toxics Control Capital Account (23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed eighty thousand, three hundred twenty-six dollars and zero cents (\$80,326.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories (with the exception of the voucher program budget category), with ECOLOGY's preapproval, and as long as the total budget is not exceeded.

ECOLOGY may, at its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, sections IV, V, and X for additional information (and section XI, Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Elaine Snouwaert
4601 N. Monroe Street
Spokane, WA 99205
Or
Electronically submit invoices to Elaine Snouwaert at Elaine.Snouwaert@ecy.wa.gov

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

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

6) ASSIGNMENT

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

7) ASSURANCES

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

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

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

13) ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200050.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17) SEVERABILITY

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

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: (509) 329-3503 office (509) 385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Robert Wright Address: 1104 Maple Street Sumner, WA 98390 Phone: (253) 299-5708 Email: robertw@sumnerwa.gov

24) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

City of Sumner

By: _____

Signature Date

Darin Rice

Hazardous Waste and Toxics Reduction
Program Manager

By: _____

Signature Date

William Pugh

Mayor

APPENDIX A
STATEMENT OF WORK
City of Sumner

Section I. Introduction

This Statement of Work is for the 2021-2023 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLGY), Hazardous Waste and Toxics Reduction Program.

The mission of the Pollution Prevention Assistance Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar year. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	65%
Unique Program Elements (see Section II)	20%
Training (see Section VIII)	10%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training, and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgment.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Robert Wright	0.1	Contract Management
Ann Bustamante	0.65	PPA Specialist
Kelsey White	0.1	Billing

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
Stormwater Phase II Permittee Advisory Committee - PPA specialists to review materials and advise developers of the WSU Stormwater Center's business inspection training materials with the purpose of promoting consistency across businesses and coordination to avoid overlap.	Participation in 90% of committee meetings. Participate on a committee to assist WSU's development of permittee guidance and training. Provide insights on conducting business visits.
	Work with the other members of the committee and Ecology to draft and finalize a work plan. This work plan should describe the roles and responsibilities of participants and outline the tasks to be completed.
	Review all materials.
	Mentor up to three permittees staff (optional).
Business Sector Workshop	Plan and host two pollution prevention workshops.
	Share any materials developed for these workshops with other PPA Partners on the Partnerweb SharePoint site.

	If appropriate, present on workshops at a webinar or All-Staff meeting.
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Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed ‘checklist’ (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g. it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	88
<i>Target for Initial Visits</i>	65

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2021-2023 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Light Industrial Warehouses, industrial WW dischargers with NAICS on the LSC target list	Other programs rarely visit light industrial warehouses. Their waste vary from maintenance wastes to off-spec products and all have storm systems going to rivers.
Industrial wastewater dischargers	City POTW keeps track of what is discharged to treatment facility. Inspecting businesses with known waste streams and ensuring proper disposal will help POTW operations.
Old industrial area between Zehnder Ave to the south, Puyallup Ave to the north, railway to the east and Fryar Ave to the west.	This area is the old industrial area of the city. It has an impacted wellhead (Central Well), outfalls flow into impaired water locations of the White River. Infrastructure is older and a small handful of businesses in this area have challenges keeping other permits and practices to best standards.

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list is ECOLOGY's high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue."
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
 - To the extent possible, verify the site is not a medium or large quantity generator.
 - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).

- Ensure, at a minimum, all items on the basic Checklist are reviewed. If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit. This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Section V.
 - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
 - If possible, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
- Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the 'Checklist' or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a 'thank you' postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency's regulations and/or best management practices.
 - The PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV. Partnership Branding and Outreach

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements. The incorporation of the minimum webpage requirements should be completed by June 30, 2022 unless otherwise approved by ECOLOGY.

Section V. Product Replacement Program (PRP)

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.
2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers, and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.
5. Additional chemicals and products may also be added to this list.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the above chemicals or products. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included within the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the

CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the business to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnerweb SharePoint site.

1. CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for reimbursement, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
5. Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
6. CONTRACTOR may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Section XI.

Section VI. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2021 – December 31, 2021	22	• Business sector workshops • Stormwater Phase II Permittee Advisory Committee	Light Industrial Warehouses, industrial WW dischargers with NAICS on the LSC target list

January 1, 2022 – June 30, 2022	22	- Stormwater Phase II Permittee Advisory Committee - Business sector workshops	Industrial wastewater dischargers
July 1, 2022 – December 31, 2022	22	Stormwater Phase II Permittee Advisory Committee	Old industrial area between Zehnder Ave to the south, Puyallup Ave to the north, railway to the east and Fryar Ave to the west.
January 1, 2023 – June 30, 2023	22	Stormwater Phase II Permittee Advisory Committee	Any targets remaining

Section VII. Local Source Control (LSC) Database

Information gathered during technical assistance visits by the CONTRACTOR must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.
- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule; ECOLOGY will communicate the final schedule to the CONTRACTOR.

New PPA Specialist Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a “welcome email” within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an “alert” for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

1. New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY’s PartnerWeb SharePoint site, and web-based discussion panels. The web-based discussion panels will be planned and conducted by ECOLOGY staff and include new specialists and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Schedule:

Discussion Panel Schedule – July 2021 thru June 2023		
2021	2022	2023
August 12, 2021	February 10, 2022	February 9, 2023
October 14, 2021	April 14, 2022	April 13, 2023
December 9, 2021	June 9, 2022	June 8, 2023
	August 11, 2022	
	October 13, 2022	
	December 8, 2022	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR’s organization and the other mentor from another PPA contractor (partner) jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

All-Staff Trainings for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA contractors (partners). When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically, these trainings are held the second Wednesday in September and March or April. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA budget. When training is held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings, however, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA contractors (partners). ECOLOGY will also ask PPA contractors to present on case studies.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

Date	Type	Date	Type
July, 2021	No training	July, 2022	No training
August 11, 2021	Webinar	August 10, 2022	Webinar
September 8-9, 2021	Webinar or All-Staff*	September 14-15, 2022	Webinar or All-Staff*
October 13-14, 2021	Webinar or All-Staff*	October 12-13, 2022	Webinar or All-Staff*
November 10, 2021	Webinar	November 9, 2022	Webinar
December 8, 2021	Webinar	December 14, 2022	Webinar
January 12, 2022	Webinar	January 11, 2023	Webinar
February 9, 2022	Webinar	February 8, 2023	Webinar
March 9-10, 2022	Webinar or All-Staff*	March 8-9, 2023	Webinar or All-Staff*
April 13-14, 2022	Webinar or All-Staff*	April 12-13, 2023	Webinar or All-Staff*
May 11, 2022	Webinar	May 10, 2023	Webinar
June 8, 2022	Webinar	June 14, 2021	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.			

Section IX. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (see schedule in Section X, Table 7). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it services as backup documentation for the expenses included in the quarterly invoicing, see Section X.

Annual Reports

Annual reports are used to briefly summarize contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by July 31, 2022 and July 31, 2023. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and All-Staff meetings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)
- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR's records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2021	November 10, 2021
2	October, November, December 2021	February 10, 2022
3	January, February, March 2022	May 10, 2022
4	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2022	November 10, 2022
6	October, November, December 2022	February 10, 2023
7	January, February, March 2023	May 10, 2023
8	April, May, June 2023	July 31, 2023 (earlier Due Date due to end of biennium requirements)

Section XI. Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments issued and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500 or less. These reimbursements will come from the \$5,000 budget category included in this contract and cannot be shifted to or from other budget categories (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (Section X).

The specific forms, processes, and procedure for this voucher program will be developed in the first six months of this contract by the Product Replacement Program Advisory Committee. The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint. The target date for beginning to offer this voucher program is January 3, 2022.

Section XII. Resources

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:
<http://ecyaphwtr/lsc/Home.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx
- New Specialist Training modules:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx
- Travel Per Diem Rates:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See sections #3, *Compensation*, and #4, *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$53,934.00
Benefits		\$20,642.00
Subcontracts		
Goods & Services (see Table A)		\$100.00
Equipment (see Table B)		\$150.00
Travel/Training		\$500.00
Voucher Program (Section XI)		\$5,000.00
Subtotal Direct Costs		\$80,326.00
Indirect Costs*	Rate (%)	
	Indirect amount	
Total Award		\$80,326.00

* Applied to Salaries & Benefits only

Table A.

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
-

Partner	City of Sumner
Legal Authority	Sumner Municipal Code Chapter 13.48 STORMWATER MANAGEMENT REGULATIONS 13.48.010 Title and authority
Source of Funds	Get info from Vince
Not exceed \$	\$80,325.00

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: 509-329-3503 Email: Elaine.Snouwaert@ecy.wa.gov	Name: Robert Wright Address: 1104 Maple Street Sumner, WA 98390 Phone: (253) 299-5708 Email: robertw@sumnerwa.gov Fax:

Contractor Signatory: William Pugh

Signatory Title: Mayor

The PPA work is expected to fall within these general proportions:	
Technical Assistance visits * (see Section III) *approximately 10-15% of TA visits will involve PRP	65
Unique Program Elements (see Section II)	20
Training (see Section VII)	10
Other (admin, staff meetings etc.)	5

Staff Name	Estimated FTE	Role
Robert Wright	0.1	Contract Management
Ann Bustamante	0.65	PPA Specialist
Kelsey White	0.1	Billing

Program Element	Deliverable(s)
Stormwater Phase II Permittee Advisory Committee - PPA specialists to review materials and advise developers of the WSU Stormwater Center's business	Participation in 90% of committee meetings. Participate on a committee to assist WSU's development of permittee guidance and training. Provide insights on conducting business visits. Work with the other members of the committee and Ecology to draft and finalize a work plan. This work plan should describe

<i>inspection training materials with the purpose of promoting consistency across businesses and coordination to avoid overlap.</i>	the roles and responsibilities of participants and outline the tasks to be completed.
	Review all materials.
	Mentor up to three permittees staff (optional).
Business Sector Workshop	Plan and host two pollution prevention workshops.
	Share any materials developed for these workshops with other PPA Partners on the Partnerweb SharePoint site.
	If appropriate, present on workshops at a webinar or All-Staff meeting.

Number of Total Visits	88
<i>Target for Initial Visits</i>	65

Target	Rationale for selecting
Light Industrial Warehouses, industrial WW dischargers with NAICS on the LSC target list	Other programs rarely visit light industrial warehouses. Their waste vary from maintenance wastes to off-spec products and all have storm systems going to rivers.
Industrial wastewater dischargers	City POTW keeps track of what is discharged to treatment facility. Inspecting businesses with known waste streams and ensuring proper disposal will help POTW operations.
Old industrial area between Zehnder Ave to the south, Puyallup Ave to the north, railway to the east and Fryar Ave to the west.	This area is the old industrial area of the city. It has an impacted wellhead (Central Well), outfalls flow into impaired water locations of the White River. Infrastructure is older and a small handful of businesses in this area have challenges keeping other permits and practices to best standards.

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
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July 1, 2022 – December 31, 2022	22	Stormwater Phase II Permittee Advisory Committee	Old industrial area between Zehnder Ave to the south, Puyallup Ave to the north,

			railway to the east and Fryar Ave to the west.
January 1, 2023 – June 30, 2023	22	Stormwater Phase II Permittee Advisory Committee	Any targets remaining

Category		Amount
Salaries		\$53,934.00
Benefits		\$20,642.00
Subcontracts		
Goods & Services (see Table A)		\$100.00
Voucher Program		\$5,000.00
Equipment (see Table B)		\$150.00
Travel/Training		\$500.00
Subtotal Direct Costs		\$75,326.00
Indirect Costs*	Rate (%)	
	Indirect amount	
Total Award		\$75,326.00

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

SUBJECT: Resolution No. 1594 - PSE Energy Conservation Grant Agreement -
Lighting

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1594 - PSE Grant Agreement
2. Grant Agreement

STAFF CONTACT: Jason Van Gilder, Associate City Engineer

SUMMARY BACKGROUND:

The City's Wastewater Treatment Facility has been participating in an energy savings program sponsored by Puget Sound Energy.

This program has identified PSE grant funding available to implement energy conservation measures. This agreement would accept a grant of \$7,644.00 to be used to replace inefficient lighting throughout the facility.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021
--

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Resolution No. 1594 - authorizing the Mayor or his designee to execute an agreement with Puget Sound Energy to accept up to \$7,644.00 in grant funds for use in the installation or implementation of conservation measures at the City's Wastewater Treatment Facility.

RESOLUTION NO. 1594
CITY OF SUMNER, WASHINGTON

A RESOLUTION of the City of Sumner authorizing the Mayor to enter into a Agreement with Puget Sound Energy (PSE) for Energy Conservation Grant.

WHEREAS, the City's Wastewater Treatment Facility has been participating in an energy savings program sponsored by Puget Sound Energy; and,

WHEREAS, this program has identified PSE grant funding available to implement energy conservation measures; and,

WHEREAS, this agreement would accept a grant of \$7,644.00 to be used to replace inefficient lighting throughout the Wastewater Treatment Facility; and,

WHEREAS, the City Council finds it desirable and in the City's best interest to enter into a Grant Agreement with Puget Sound Energy for use in implementation of conservation measures at the City's Wastewater Treatment Facility;

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

Section 1. Acceptance and Authorization. That the City Council of the City of Sumner does hereby accept the PSE grant funding and authorizes the to enter into the Grant Agreement with Puget Sound Energy, and any related documents necessary to effectuate the acceptance, a copy of said agreement being attached hereto as Exhibit A and incorporated by this reference.

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

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

ADOPTED by the City Council of the City of Sumner at a regular meeting this 16th day of August, 2021.

William L Pugh, Mayor

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 27th day of January, 2021, by and between **PUGET SOUND ENERGY** (“PSE”) and **CITY OF SUMNER** (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 13114 63RD ST E EQU3 SUMNER WA 98390 - SUMNER WWTP ISEM PROJECT** (Please note: meter location/address may differ from the site mailing address). Participant will install or implement the conservation measures listed in paragraph 2 (“Conservation Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in **Attachment C: Attachment to Conservation Grant**, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1.	ISEM - Milestone Incentive 1	0	\$1,000.00	\$1,000.00
2.	ISEM - Milestone Incentive 2	0	\$1,000.00	\$1,000.00
3.	ISEM - Performance Incentive - Year 1	3	\$7,821.00	\$7,821.00
4.	ISEM - Performance Incentive - Year 2	3	\$4,432.00	\$4,432.00
5.	ISEM - Performance Incentive - Year 3	3	\$3,989.00	\$3,989.00

	TOTAL (includes sales tax)		\$18,242.00	\$18,242.00
--	-----------------------------------	--	--------------------	--------------------

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Upon the execution by both parties and PSE's receipt of this Conservation Grant Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation by Participant of the Conservation Measures, an amount equal to the Eligible Conservation Grant ("the Grant") set forth in Attachment C. The parties agree that the Conservation Measures must be installed and the Grant paid within **36 months** of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Electric/elec_sch_250.pdf



Conservation Program:
Agreement No.:
Project No.:

IEM
2
P_1082379

https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Gas/gas_sch_250.pdf

10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

PUGET SOUND ENERGY

**PARTICIPANT
CITY OF SUMNER**

By: Corey Corbett

By: _____

Name: Corey Corbett

Print Name: _____

Title: Mgr. Business Energy Management

Title: _____

Federal Tax I.D. No.: _____

ATTACHMENT C TO CONSERVATION GRANT

This is a grant revision and supersedes all previously issued grant agreements under this project number.

Conservation Measure(s) shall consist of the following:

PSE's Strategic Energy Management (SEM) Program provides hands-on energy management training, tools, and coaching, building on the work of the Industrial Systems Optimization Program. Enrolled participants will engage in a 40-month long continuous improvement process for energy management at their facilities. This period will comprise a six month ramp-up and training period followed by three performance years. ISEM Program Participation will involve the following process steps:

- Organizational commitment to Strategic Energy Management.
- Conducting a management assessment of current energy management practices.
- Establishing an energy policy, with a goal and assigned accountabilities.
- Assigning an Energy Champion and establishing an energy team.
- Supporting the implementation and documentation of cost-effective (as defined by Participant) energy efficiency activities and projects.
- Establishing and supporting a tracking system of energy use data, establishing a baseline, and tracking energy savings.
- Participation in the six SEM training seminars
- Participation in a site-wide Kaizen event to identifying process improvements and savings opportunities with assistance from PSE and its contractors.
- Establishment of new practices and procedures documented in Standard Operating Procedures (SOPs) and implemented by site staff to achieve energy savings.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- ☒ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- ☐ Other (specify):

ATTACHMENT C TO CONSERVATION GRANT

This is a grant revision and supersedes all previously issued grant agreements under this project number.

Conservation Measure(s) shall be verified as follows prior to Grant payment:

Twelve months of performance year data will be used to estimate energy savings for each performance year. A baseline regression analysis model of site energy consumption will be used to forecast energy consumption and savings will be the difference observed minus any savings associated with coincident capital projects.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

Appendix 1: Energy Team Roles and Responsibilities

Dear Executive Sponsor,

Welcome to Puget Sound Energy's (PSE) Strategic Energy Management (SEM) Program. The SEM program builds on the work of PSE's Industrial System Optimization Program (ISOP) that your facility participated in previously and achieved significant energy savings. Enrolled participants will engage in a 40-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management training and education for your staff, including peer-to-peer learning at workshops with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.02 times verified kWh saved, up to \$25,000 per performance year), plus \$2,000 in additional incentives for achieving specified milestones related to the SEM engagement. Total incentives are capped at \$77,000.

Thank you for taking on the role of Executive Sponsor. This key contributor is a manager at the corporate and/or facility level who oversees the energy team, establishes high-level goals, and approves resources and funding for energy efficiency projects. The Executive Sponsor is a driving force behind engaging all employees in the Strategic Energy Management process. Visible executive support is often a key factor that determines the success of energy management initiatives. **The expected time commitment for this role is approximately 1 hour per month over the 40 month engagement period.** Specific responsibilities of this role include:

- Checking in on energy team activities and progress on a regular basis
- Providing adequate budget for energy projects
- Supporting resource allocation efforts to facilitate project implementation
- Giving recognition for employee contributions
- Reviewing performance and providing feedback for energy team members
- Supporting and championing cost-effective capital projects

By signing below, you agree to take on the role of Executive Sponsor and fulfill the responsibilities listed above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Dear Energy Champion,

Welcome to Puget Sound Energy's (PSE) Strategic Energy Management (SEM) Program. The SEM program builds on the work of PSE's Industrial System Optimization Program (ISOP) that your facility participated in previously and achieved significant energy savings. Enrolled participants will engage in a 48-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management training and education for your staff, including peer to peer learning at workshops with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.02 times verified kWh saved, up to \$25,000 per performance year), plus \$2,000 in additional incentives for achieving specified milestones related to the SEM engagement. Total incentives are capped at \$77,000.

Thank you for taking on the role of Energy Champion. This key contributor is responsible for keeping the energy team on track and moving forward. The Energy Champion coordinates meetings, sets agendas, delegates essential tasks to team members and holds them accountable for implementing those tasks. He/she is a key point of contact for non-energy team employee discussions of energy-related ideas and topics. **The expected time commitment for this role is 6-8 hours per month over the 40 month engagement period, plus attendance at six workshops.** Other responsibilities may include:

- Leading program reporting for the site
- Heading up employee engagement activities
- Investigating facility energy rates and utility incentives. Act as the primary utility liaison
- Monitoring facility energy use and addressing increases in energy consumption
- Disseminating energy best practices through standard operating procedures
- Prioritizing and collecting information on potential energy projects
- Overseeing the execution of all action items
- Working with local vendors to implement recommended changes

By signing below, you agree to take on the role of Energy Champion and fulfill the responsibilities listed above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Dear Data Master,

Welcome to Puget Sound Energy's (PSE) Strategic Energy Management (SEM). The SEM program builds on the work of PSE's Industrial System Optimization Program (ISOP) that your facility participated in previously and achieved significant energy savings. Enrolled participants will engage in a 40-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management training and education for your staff, including peer to peer learning at workshops with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.02 times verified kWh saved, up to \$25,000 per performance year), plus \$2,000 in additional incentives for achieving specified milestones related to the SEM engagement. Total incentives are capped at \$77,000.

Thank you for taking on the role of Data Master. The Data Master understands the data needed to track energy performance, and knows how to obtain it. This individual should be someone with knowledge of monitoring equipment and production tracking systems (enterprise, production, historian, or labor hour tracking software). The Data Master is responsible for supplying the energy team and/or the SEM coach with relevant data (energy, production, etc.) used to analyze energy performance and progress toward goals. In some cases, the Data Master assists other team members in establishing, monitoring and reporting data at the process and/or equipment level for various systems. **The expected time commitment for this role is 1 hour per month over the 40 month enrollment period.**

By signing below, you agree to take on the role of Data Master and fulfill the responsibilities described above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Appendix 2: Preliminary Program Outline

	- May	June-July	August	September	October	November	Perf. Year 1	Perf. Year 2	Perf. Year 3
Workshops	Workshop 1	Workshop 2	Workshop 3	Workshop 4	Workshop 5	Workshop 6			
	Establishing an SEM Program	Saving Energy	Tracking Energy Performance	Baseline Model Development	Engaging Employees	Making SEM Stick			
PSE Activities	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring
	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls
PSE Responsibilities	Create Energy Models	Prepare for Kaizen event			Facilitate EMA		Update Energy Models	Update Energy Models	Update Energy Models
	Provide cohort templates				Support EE activities		Verify Energy Savings	Verify Energy Savings	Verify Energy Savings
	Provide e-team toolkits						Pay Incentives	Pay Incentives	Pay Incentives
Cohort Activities		Supply model data	Supply model data	Supply model data	Supply model data	Supply model data	Supply model data	Supply model data	Supply model data
		Update action items	Update action items	Update action items	Update action items	Update action items	Update action items	Update action items	Update action items
		Hold e-team meeting	Hold e-team meeting	Hold e-team meeting	Hold e-team meeting	Hold e-team meeting	Hold monthly e-team meetings	Hold monthly e-team meetings	Hold monthly e-team meetings
Cohort Responsibilities	Provide new model data	Hold Kaizen event			Complete 5 energy-savings action items		Pursue energy-saving action items	Pursue energy-saving action items	Pursue energy-saving action items
	Develop energy policy				Hold EMA session		Identify new opportunities	Identify new opportunities	Identify new opportunities
	Set up energy team				Implement employee engagement activities		Support & maintain e-team	Support & maintain e-team	Support & maintain e-team
	Develop e-team's meeting agenda & schedule								
Milestones & Incentives	\$1,000				\$1,000		\$0.02/kWh up to \$25,000	\$0.02/kWh up to \$25,000	\$0.02/kWh up to \$25,000

SUBJECT: Sumner Tapps Highway Resurfacing- Consultant Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: +\$7,498.32

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement with Scope and Fee
-

STAFF CONTACT: Michael Kosa, City Engineer, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The Sumner-Tapps Highway Guardrail and Resurfacing project consists of resurfacing Sumner-Tapps Highway with an asphalt overlay and replacing obsolete and end-of-life guardrail to meet current design standards. The guardrail and resurfacing projects are both primarily funded by federal grants.

The purpose of this supplement is to expand the consultant's scope to include Construction Management Services for the resurfacing portion of the project.

This supplement increases Century West Engineering's previous consultant agreement to add funds for unanticipated construction management additional work. This includes a construction schedule that was extended due to weather, unanticipated nighttime inspections, and additional coordination with Pierce County. Funds associated with the supplement are eligible to be reimbursed by the federal grant at a rate of 86.5%. No further supplements are expected to this consultant agreement related to the resurfacing project, but it is likely one more supplement will be required when the guardrail portion of the project goes to construction.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Century West's Consultant Services Contract for the Sumner-Tapps Resurfacing and Guardrail Upgrade Project (CIP 19-01), increasing the contract amount by \$7,498.32 to a total authorized amount not-to-exceed \$235,765.10, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>5</u>		Organization and Address Century West Engineering Corporation 33308 13th Place S., Ste 2 Federal Way, WA 98003 Phone: 253-838-2507	
Original Agreement Number 35018.001.01			
Project Number STPUL-3109(001) and STPUL-3109(002)	Execution Date	Completion Date 12/31/2021	
Project Title Sumner-Tapps Highway Guardrail and Resurfacing	New Maximum Amount Payable \$ 235,765.10		
Description of Work Century West Engineering Corporation will provide engineering design services as described in this Scope of Services, to the City of Sumner for the production of Plans, Specifications, and Engineer's Estimate (PS&E) for up to three potential construction projects on the Sumner-Lake Tapps Highway consisting of guardrail installation and pavement resurfacing. The southern limit for these projects is a point between 64th St. East and 60th Street East (exact location to be coordinated with the SR 410 Interchange planning effort). The northern limit will be the City boundary at 43rd Street East.			

The Local Agency of City of Sumner

desires to supplement the agreement entered in to with Century West Engineering Corporation

and executed on 1/7/2020 and identified as Agreement No. 35018.001.01

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Additional Construction Management Services Scope of Work, Exhibit A-2

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:

See Attached Consultant Fee Estimate for revised fee schedule, Exhibit B.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Matt MacRostie, Vice President

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	After Supplement #4	Supplement #5	Total
Direct Salary Cost	\$ 57,157.54	\$2,480.42	\$ 59,637.96
Overhead (Including Payroll Additives)	\$ 98,533.70	\$4,273.77	\$ 102,807.47
Direct Non-Salary Costs	\$ 55,428.78	\$0.00	\$ 55,428.78
Fixed Fee	\$ 17,146.75	\$744.13	\$ 17,890.88
Total	\$ 228,266.78	\$7,498.32	\$ 235,765.10

**EXHIBIT A-2
CITY OF SUMNER
SUMNER TAPPS HIGHWAY RESURFACING PROJECT**

**CONTRACT AMENDMENT FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES
SCOPE OF WORK**

The Consultant shall provide the following services during the construction of the Sumner Tapps Highway Resurfacing Project (Project). Century West is requesting additional budget to complete the following tasks due to additional work associated with said tasks in the original Construction Management contract:

8.2 Construction Contract Administration:

Ten working days were originally budgeted for Century West's Construction Manager to perform Contract Administration, which was found to be inadequate to complete the task as scoped. Additional work is noted in **bold**:

- a. The Consultant shall provide construction contract administration assistance, including review of material submittals and other documentation as required.
 - i. **Additional time required to review three re-submittals of the Contractor's traffic control plan.**
- b. The Consultant shall provide technical interpretations and clarifications of the design as necessary.
 - i. **Additional time required to prepare pavement striping plan revisions based on Pierce County comments.**
- c. The Consultant shall prepare preconstruction meeting agenda, lead the pre-construction meeting and attend and lead weekly construction progress meetings as necessary.
 - i. **Additional time required to coordinate pre-construction tasks during construction delay period (three-week delay).**

8.3 Construction Observation & Materials Testing:

- a. Consultant shall provide an on-site representative to observe the Construction activities for the Project. This representative will be on-site to monitor the Contractor's work for general conformance with the Plans and Specifications, document the in-place materials and quantities, and serve as a daily representative of the City.
 - ii. **Additional time required for pre-inspection/construction field visits for the purpose of field measuring of pavement repair areas.**
- b. Inspection will be provided full-time. It is assumed that the work will be completed within the specified contract time of 25 days. Inspection for the night work that includes milling and placement of asphalt, is planned to occur between 8:00 PM and 5:00 AM.
 - i. **Two inspectors required on several construction days appropriately observe work being performed. Additional inspection time not originally budgeted.**
- c. The Consultant shall prepare daily construction diaries generally describing construction activities and progress.
 - i. **When two inspectors were required, additional time was required to document construction activities and progress.**
- f. Consultant shall provide laboratory and field services to perform asphalt coring services for the purposes of quality assurance testing of asphalt constructed on May 12, 2021.

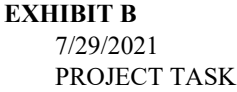
Documents to be Furnished by the Consultant:
Asphalt Quality Assurance Test Report.

8.4 Final Construction Review:

- a. Consultant shall prepare a punchlist of deficient work items on the project and conduct a final inspection of the work.
 - i. **Additional coordination time required to assist in the closeout of the construction punchlist.**

ASSUMPTIONS

1. There are no additional fees for Task 8.3.f. Coring services described above introduce new and additional pay items for the materials testing subconsultant to perform the work. This no-cost supplemental agreement only defines the new pay items and associated unit costs required for payment. The roadway coring testing replaces other planned testing work, resulting in a no net cost impact



CLIENT: City of Sumner

Contract Amendment for Additional Construction Management Services for Sumner-Tapps Hwy Resurfacing Project

MM	GC	RW	JF	MAO	EN	KH	RS	KL			
`(163)	`(102)	`(102)	`(104)	`(106)	`(123)	(123)	(118)	(117)			
Vice	SR PROJ	SR PROJ	SR PROJ	Sr. Staff	STAFF	STAFF	PROJ COOR	PROJ COOR			
President	MGR	MGR	ENGR	ENGR	ENGR (EIT)	ENGR (EIT)	CLER. II	CLER. II	TOTAL	PROJECT	TASK
\$243.00	\$233.00	\$233.00	\$142.00	\$118.00	\$107.00	\$97.00	\$114.00	\$100.00	HRS	COST	COST

DESIGN SERVICES

8.2 Construction Administration

8.3 Construction Observation

8.4 Final Construction Review

											\$14,960.00
	0	0	0	80	0	0	0	8	0	88	\$12,272.00
	0	0	0	0	0	0	16	0	0	16	\$1,552.00
	0	0	0	8	0	0	0	0	0	8	\$1,136.00
Total	0	0	0	88	0	0	16	8	0	112	
Total Cost	\$0.00	\$0.00	\$0.00	\$12,496.00	\$0.00	\$0.00	\$1,552.00	\$912.00	\$0.00		

8.3a Rental Car/Fuel/Mileage (use 2020 IRA rate, assume 3 trips)

8.3a	Rental Car/Fuel/Mileage (use 2020 IRA rate, assume 3 trips)	\$0.580		1.0	Task 8.3	\$0.00	
	PHOTO COPIES					\$0.00	
	POSTAGE					\$0.00	
	PRINTING (PDFs only)					\$0.00	
	PLOTTING					\$0.00	
	FIELD SUPPLIES					\$0.00	
					Subtotal	\$0.00	
							\$0.00
8.3f	Sub-Consultants:		Fee		Markup		
	Testing Services	Materials Testing & Consulting, Inc. (MTC)	\$0.00		1.04	\$0.00	\$0.00
						Total	

8.3f

Sub-Consultants:

Testing Services Materials Testing & Consulting, Inc. (MTC)

Fee

\$0.00

Markup

1.04

Total

\$14,960.00

Available City Management Reserve

(\$7,461.68)

Total Amount

\$7,498.32

[illegible]



New pay items or pay items with modified rate are highlighted below in yellow.

Date: May 28, 2021

Client Name: **Century West Engineering**

Address: **33308 13th Place S, Suite 2, Federal Way, WA 98003**

Email: **gchauinard@centurywest.com**

Architect:

Project Name / Location: **Sumner Tapps Highway Resurfacing Project - Asphalt Coring, Sumner, WA**

Contact: **Glenn Chauinard**

Phone: **(425) 241-1567**

Fax:

Based on Plans Dated:

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Item		Unit	Quantity	Rate	Total
IPD-A - Asphalt Paving		Hour	8	\$ 72.00	\$ 576.00
COA - Coring of Asphalt		Hour	45	\$ 120.00	\$ 5,400.00
COREB - Core Bit Wear Charge		Inch	40	\$ 3.50	\$ 140.00
SAMPU - Sample Pickup if Required (Allowance)		Hour	2	\$ 72.00	\$ 144.00
Subtotal - Special & Construction Inspection:					\$ 6,260.00
Laboratory Testing					
Item		Unit	Quantity	Rate	Total
CORESP - Specific Gravity of Cores		Each	40	\$ 60.00	\$ 2,400.00
PROC - Moisture Density Relationship/Proctor with Sieve		Each	1	\$ 295.00	\$ 295.00
SE - Sand Equivalent		Each	2	\$ 90.00	\$ 180.00
FRAC - Fracture Percentage		Each	2	\$ 60.00	\$ 120.00
UVC - Uncompacted Void Content		Each	1	\$ 110.00	\$ 110.00
EXT - Asphalt Extraction with Gradation		Each	1	\$ 275.00	\$ 275.00
RICE - Rice Density		Each	1	\$ 95.00	\$ 95.00
Subtotal - Special & Construction Inspection:					\$ 3,475.00
Project Management & Consulting Services					
Item		Unit	Quantity	Rate	Total
PM - Project Manager		Hour	2	\$ 85.00	\$ 170.00
Subtotal - Project Management & Consulting Services:					\$ 170.00
Budget Estimate for Services - Total:					\$ 9,905.00

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Shareece Edmondson, Business Development
(360) 755-1990 ext 1201

Client Authorized Signature

Printed Name & Title

Date

SUBJECT: Resolution No. 1591 - Recreation & Conservation Office Grant Agreement -
Rainier View Park Covered Court

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

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 & Conservation Office (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 be working with BCRA to complete the design and features for this future improvement.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 8/4/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution No.1591 accepting the Recreation & Conservation Office - Youth Athletic Facilities 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 identified a covered basketball court upgrade at the Rainier View Park as a priority during the most recent Parks & Trail Plan update; and

WHEREAS, to help accomplish and fund the upgrade, 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; and

WHEREAS, acceptance of the grant is conditioned upon the City Council formally accepting the grant funding and authorizing the Mayor to execute a Grant Agreement, a copy of which is enclosed as Exhibit A; and

WHEREAS, 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.

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

ADOPTED AND APPROVED this 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: _____

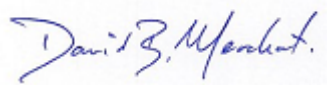
State of Washington Recreation and Conservation Office On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

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 Indemnitee 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	

Project Application Report - 20-1231

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: Resolution No. 1592 - Interlocal with East Pierce Fire and Rescue for Fire Safety Inspections

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1592 - Interlocal EPFR Fire Inspections

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Fire districts have the authority to conduct fire safety inspections in accordance with the International Fire Code and state law. Fire safety inspections ensure that businesses are complying with all fire codes including but not limited to proper egress, fire extinguishers and electrical hazards. The benefits of a fire safety inspection program include pre-emergency planning, early identification of life-safety hazards and potential improvement of fire insurance ratings.

Historically East Pierce Fire and Rescue (EPFR) has not had the staffing to perform inspections, but is now proposing to do so. State law does, nor city code, provides EPFR with the authority to enforce code violations discovered during the inspections. Based on other communities, the need to take enforcement action is rare due to voluntary compliance. The proposed ILA sets forth the process for conducting inspections and remedying any code violations discovered.

There is no direct cost to the City for these services, and anticipated code enforcement costs are anticipated to be minimal. The term of the agreement is one year, with an auto-renewal each January. Either party may terminate the agreement with 90 days notice.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee

MEETING/STUDY SESSION DATE: 7/28/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1592 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and East Pierce Fire and Rescue related to fire safety inspections in a form as approved by the City Attorney.

RESOLUTION NO. 1592

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND EAST PIERCE FIRE AND RESCUE RELATED TO FIRE INSPECTION SERVICES.

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City pursuant to RCW 35A.12.140 and the City Municipal Code, 15.24.010;

WHEREAS, the District has the authority to perform fire inspections, pursuant to International Fire Code ("IFC") Section 106.2; and

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District's inspections (see RCW 52.12.031(7)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein; and

WHEREAS, the partnership between the Parties for fire inspections creates benefits for the community and the Parties. These benefits include quality fire and life safety inspections, pre-emergency planning, direct access to structures by first responders and other efficiencies.

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and East Pierce Fire and Rescue related to fire inspection services, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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.

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

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER
AND EAST PIERCE FIRE AND RESCUE RELATED TO FIRE INSPECTION
SERVICES.**

THIS AGREEMENT is made and entered into by and between the City of Sumner, Washington, a Washington municipal corporation (hereinafter the “City”), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the “District”), who shall hereinafter be collectively referred to as the “Parties”, for purposes of setting forth the terms and conditions for the provision of fire inspection services.

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, in the District’s performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City pursuant to RCW 35A.12.140 and the City Municipal Code, 15.24.010;

WHEREAS, the District has the authority to perform fire inspections, pursuant to International Fire Code (“IFC”) Section 106.2; and

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District’s inspections (see RCW 52.12.031(7)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein; and

WHEREAS, the partnership between the Parties for fire inspections creates benefits for the community and the Parties. These benefits include quality fire and life safety inspections, pre-emergency planning, direct access to structures by first responders and other efficiencies.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions

under which the Parties will cooperate in the provision of fire inspection services within the City.

Section 2. Services to be provided by District. The District agrees to provide the following services, pertaining solely to commercial entities and specifically excluding residential properties, within the City:

Inspections.

- a) **Schedule.** Qualified District personnel will inspect commercial buildings and structures in the City on a reasonable schedule that endeavors to inspect each commercial building no less than annually. When the District or City deems an inspection necessary based upon receipt of a complaint or otherwise becomes aware of circumstances that require an inspection, the District shall inspect the premises or structure within ten (10) days of receipt of such information or complaint.
- b) **Code Enforcement.** The District shall provide inspection services and provide timely and complete inspection reports to the City for any violations discovered, that are not remedied by the property owner. Thereafter, the City shall be responsible for taking any action to enforce the provisions of the IFC or City code, including bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The District staff who inspected the property and found it to be in violation shall, upon request by the City, appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC or applicable City code in order to assist the City with enforcing the IFC or local code.
- c) **Inspection Notices.**

The District shall notify property owners and/or occupants prior to conducting inspections in accordance with Section 104 of the IFC. No inspections will be performed without such consent. If the timing of the inspection is inconvenient for either the property owner or occupant, the inspection can be rescheduled to a mutually agreed time. Furthermore, those owners and/ or occupants with a business whose operation may be negatively impacted by an unscheduled inspection may request a scheduled inspection by notifying the District in writing, and the District will try to reasonably accommodate any such requests.

3. **Property Owner's Refusal to Allow Inspection.** The District shall notify the City's Fire Code Official via email with confirmed receipt of any property owner/occupant refusal to permit a necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.

4. **Correction Notices.** If the District discovers the presence of any condition which

would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the IFC, as adopted by the City, the District shall issue a correction notice to the property owner, the occupant of the structure, and provide a courtesy copy to the City. Such correction notice shall be provided to the property owner and the occupant of the structure in writing within seven (7) days after the inspection. The District agrees to notify the City's Fire Code Official in writing when timely compliance with such correction notices is not achieved. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the emergency correction notice shall be provided to the property owner and occupant within 24 hours of the inspection. The District agrees to notify the City's Fire Code Official within 24 hours of any inspection warranting an emergency correction notice.

5. **Noncompliance with Correction Notice.** If violations are noted during the annual inspection, the District shall issue a correction notice (pursuant to the Sumner Municipal Code) shall be presented to the occupant and owner of the premises. At that time, 30 days will be allowed to bring the premises into compliance. If after re-inspection, compliance is not achieved, an additional 15 days may be allowed to bring the premises into compliance. If after initial inspection and/or re-inspection, compliance is not achieved, the District shall notify the City's Fire Code Official via email with confirmed receipt, who will then address the noncompliance through the City's code enforcement process, utilizing the District for information or assistance where necessary. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code or the IFC related to that property.

Section 3. Reporting. All inspection data, including name of inspector(s), identification of all properties inspected, identification of all Correction Notices issued, and identification of all emergency correction notices issued will be reported in the District's database. The District will provide inspection program information to the City upon request.

Section 4. Coordination Meeting. The District and City's Fire Code Official will meet periodically (no less frequently than quarterly) to evaluate inspections, discuss any ongoing code enforcement and discuss efficiencies. These meetings are also intended to foster the relationship between the District and City.

Section 5. Financial Consideration(s). For the services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit no compensation. The services enumerated herein shall be performed at no cost to the City.

Section 6. Term.

- A. This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 7. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent,

employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 9. Indemnification.

The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

The City shall defend, indemnify and hold the District, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the negligence of the District. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the City's liability hereunder shall only be to the extent of the City's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

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

Section 10. Insurance.

A. The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers.

B. Before beginning work under this Agreement, the Parties shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

C. The Parties are responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

The insurance policies shall name the other party of this Amendment and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be "occurrence based" rather than "claims made." In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 11. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

THE CITY OF SUMNER

EAST PIERCE FIRE AND RESCUE

By _____
William L. Pugh, Mayor DATE

Chair DATE

Commissioner DATE

Commissioner DATE

Commissioner DATE

Commissioner DATE

Notice shall be sent to:

The City of Sumner
Attn: Doug Beagle, Development Svcs. Director
1104 Maple Street
Sumner, WA 98390

East Pierce Fire and Rescue
Attn: Fire Chief
18421 Veterans Memorial Dr. E.
Bonney Lake, WA 98391

ATTEST:

Michelle Converse, MMC
City Clerk

District Secretary

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

Eric Quinn, District Attorney

SUBJECT: Axon Sales Agreement: Body Worn Cameras

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$85,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. AXON Purchase Agreement

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

On May 3, 2021, council passed Resolution No. 1582 authorizing the use of body worn cameras by Sumner Police Department 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 contact includes all applicable licenses, hardware, software, accessories, warranties, associated setup, training, and unlimited cloud storage for video and taser evidence.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 8/4/2021

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to approve the Mayor to enter into Axon Master Services and Purchasing Agreement



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
------	--------------	--------

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
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	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	36	\$28.10	\$95.09	\$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
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%	\$2,152.27	\$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%	\$61.31	\$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%	\$61.31	\$36.24	\$652.28
20248	TASER 7 EVIDENCE.COM LICENSE	1	10/01/2021	09/30/2026	\$221.86	26.05%	\$20.86	\$221.86	\$221.86
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2021	09/30/2026	\$110.93	26.05%	\$10.42	\$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%	\$95.10	\$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%	\$95.09	\$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%	\$95.09	\$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%	\$95.09	\$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%	\$95.09	\$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%	\$95.10	\$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%	\$95.10	\$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%	\$95.10	\$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%	\$95.10	\$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%	\$95.10	\$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: Resolution No. 1593 - Housing Action Plan Prioritization

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1593 - Housing Action Plan -Priorities-Adoption

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City of Sumner and City of Bonney Lake jointly developed a Housing Action Plan (HAP) in response to State Growth Management Act requirements to address the need for affordable housing. This project was funded by a grant through the Washington State Department of Commerce. The goal of the project was to identify gaps in access to affordable housing, and to develop strategies to remedy those gaps.

Following a recommendation by the Planning Commission the Council approved the City of Sumner Housing Action Plan on May 3, 2021.

The Planning Commission had recommended, and the Council adopted as part of the resolution, that actions presented in the plan be prioritized. On July 8, the Planning Commission voted on a recommendation for prioritization. The actions were divided into three tiers: High Priority, Moderate Priority and Low Priority. Section III contains the recommended priorities from the Planning Commission. Note that the actions within the respective tiers are not prioritized.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 7/26/2021

COMMITTEE RECOMMENDATION: N/A

STAFF RECOMMENDATIONS/MOTION:

Move to approve Resolution No. 1593 adopting action priorities for the Housing Action Plan.

**RESOLUTION NO. 1593
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
ADOPTING THE 2021 HOUSING ACTION PLAN PRIORITIES.**

WHEREAS, on May 3, 2021 the City Council adopted the 2021 Housing Action Plan in accordance with HB 1923, that does the following: 1) quantifies existing and projected housing needs for all income levels, including extremely low-income households; 2) develops strategies to increase the supply of housing, and variety of housing types; 3) analyzes population and employment trends, with documentation of projections; 4) considers strategies to minimize displacement of low-income residents resulting from redevelopment; 5) reviews and evaluates the current housing policies; 6) provides for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and 7) includes a schedule of programs and actions to implement the recommendations of the housing action plan; and

WHEREAS, the Housing Action Plan contains strategies and recommended action steps that can be taken to increase the diversity, availability, and production of affordable housing units; and

WHEREAS, on July 8, 2021 the Planning Commission reviewed and voted unanimously on a recommendation prioritizing the 13 actions in the Housing Action Plan and forwarded that to City Council;

WHEREAS, the City Council considered the recommendation and discussed in a study session on July 26, 2021.

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

Section 1. The City Council hereby adopts the City of Sumner Housing Action Plan, 2021 Action Priorities as shown and attached hereto in Exhibit A.

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.

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

Mayor William Pugh

ATTEST:

Michelle Converse, CMC

APPROVED AS TO FORM:

City Attorney Andrea Marquez

EXHIBIT A

20201 HOUSING ACTION PLAN PRIORITIES

Priority	Action	Type	Target Group	Area	Scale of Potential Impact	Timeline	Comments
Tier 1 High	Raise SEPA exemption levels for minor new construction	Bring down the cost of development; Improve the permit process	Investors and small developers	City-wide	Medium scale as infill development occurs will lower costs	1-2 yr	Impacts from minor new construction is anticipated within the current regulations, design standards, and traffic modeling. These projects could be permitted with no formal SEPA review and there would be no or little impact to the community.
	Use of MFTE as incentive for rent-restricted affordable housing	Incentives for new rental housing; Bring down the cost of development; Prevent and mitigate displacement	Developers and investors	City-wide	Large-scale	1-2 yr	City Council can consider expanding the MFTE option for projects city-wide rather than just in the Town Center. To incentivize affordable housing make it only applicable for affordable housing projects. May even be able to narrow to senior housing as an incentive.
	Expand where senior housing can be built	Provide wider variety of housing types	Seniors	City-wide	Large scale	2-3 yr	Senior housing, especially independent living, is in high demand in Sumner and will only increase with the aging population. Sumner is walkable and convenient for seniors. Amendments would include clear definitions around senior housing and densities in Low Density Residential zones, etc.

Priority	Action	Type	Target Group	Area	Scale of Potential Impact	Timeline	Comments
	Raise threshold for what separates a plat and a short plat from 4 to 9 units— <i>pipestem</i> regulations.	Bring down the cost of development; Improve the permit process	Investors and small developers	City-wide	Small scale given limited land available for further subdivisions	1-2 yr	Consider allowing up to 9 lots in a short plat. This would reduce the amount of time it takes to bring lots to market and also makes development available to smaller investors. Also consider amending the pipestem lot regulations to allow more options for short plats on deep lots.
	Expand where ADUs can be built	Provide wider variety of housing types	Seniors and single person households	Low Density Residential	Small scale as limited interest in ADUs	2-3 yr	The ADU code could be amended with some changes allowing for detached ADUs on smaller lots, removing the ownership requirement consistent with state law, and removing the parking requirement.
Tier 2 Moderate	Use HB 1406 sales tax dollars to reduce development costs	Bring down the cost of development; Prevent and mitigate displacement	Low-income populations	City-wide	Small scale given limited new funds per year	1-2 yr	This is a credit back to the City for the portion of the state collected sales tax. Current estimates are that this would be around \$45,000 per year. Some of this money will be committed toward a regional affordable housing partnership to purchase, manage, and even construct affordable housing. Any monies leftover from that agreement could be used toward lowering development costs.
	Improve administration of unit lot subdivisions	Provide wider variety of housing types;	First time home buyers	Residential zones	Small Scale as relative number of overall units will be small	1-2 yr	A unit lot subdivision is basically subdividing the land under common-wall townhouse style buildings. This would create affordable owner-occupied units even on existing properties.

Priority	Action	Type	Target Group	Area	Scale of Potential Impact	Timeline	Comments
		Improve the permit process					Incentivizes new properties to develop in this fashion as well. The increasing rents may discourage this type of development, but could still be more widely permitted than it is now.
	Create property maintenance incentive program	Preserve rental housing; Prevent and mitigate displacement	Landlords and multi-family property owners.	City-wide	Large scale potential to impact up to 1/3 of dwelling units in the City	1-2 yr	This action is to incentivize maintaining and creating crime and drug free housing options in Sumner. It is a long-term idea that would create a "blue ribbon" listing of qualifying properties that could be highlighted by the city or another organization or other incentives. This is something that would take some time to get up and running and manage. It doesn't actually create new units as much as it maintains existing.
Tier 3 Low	Affordable housing preservation strategies	Preserve rental housing; Prevent and mitigate displacement	Multi-family property owners	City-wide	Large scale potential to impact up to 1/3 of dwelling units in the City	1-2 yr	Strategies would include the requirement for replacement of affordable housing units that may be removed during re-development of an area such as the Town Center.
	Create permit process fast track program	Bring down the cost of development; Improve the permit process	Developers and investors	City-wide	Small scale-Sumner currently has a efficient permitting timelines	1 yr	Development Services is already nimble and responsive to various projects that come forward. Could consider some administrative decision on smaller multi-family projects rather than design review. Four-plex and smaller could be exempt from review by the Design Commission.
	Update road standards to	Bring down the cost of development	Developers	Residential zones	Small scale with minimum area for new streets	2-3 yr	Updating road standards, including private street standards, could have significant cost savings for developers. For example, narrower streets with

Priority	Action	Type	Target Group	Area	Scale of Potential Impact	Timeline	Comments
	increase site flexibility						sidewalk on one side or parking on one side. Increase the number of lots that can be accessed by a driveway/private road.
	Permit and clarify Tiny Home regulations	Provide wider variety of housing types	Moderate to low income households	Residential zones	Small scale given number of potential units	2-3 yr	Tiny homes have become more popular and more widely accepted, however, this type of mobile housing would need to be on a foundation if used as an ADU. Allowed in Manufactured Home Parks. Recommend trying other changes before allowing the use of tiny homes more broadly.
	Inclusionary zoning/density bonuses/current use assessments	Incentives for new rental housing	Low-income populations	Town Center Plan Area	Medium scale	2-3 yr	Inclusionary zoning requires that a certain percentage of new housing contain affordable units. Typically it is 20% of the units must be affordable to those earning 80% of the area household median income or less. Density bonuses may be more difficult to implement given the generous density allowances in the Town Center. May consider for other areas of the City.

SUBJECT: Ordinance No. 2788 - Updating Director Authority

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2788 - Updating Director Authority

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

In fall of 2019, the City of Sumner created a Development Services Department to oversee permitting and code enforcement separate from the Community Development Department. The Community Development Department retains long-range planning, but also has parks, cemetery, facilities, and community events and engagement as well as economic development. In the Sumner Municipal Code there are numerous references to the Community Development Director for decisions and approvals.

The purpose of this ordinance is to transfer most that approval authority to the Development Services Director. The Planning Commission held a public hearing on July 8, 2021 and voted unanimously in favor of a recommendation that the Council approve the ordinance as presented.

COUNCIL COMMITTEE/STUDY SESSION: CD Council Committee

MEETING/STUDY SESSION DATE: 7/28/2021

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Move to approve Ordinance No. 2788 amending Sumner Municipal Code to transfer director authority to Development Services.

ORDINANCE NO. 2788
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, TRANSFERRING SIGNING, APPROVAL AND ENFORCEMENT AUTHORITY FROM THE COMMUNITY DEVELOPMENT DIRECTOR TO THE DEVELOPMENT SERVICES DIRECTOR; AND AMENDING THE SUMNER MUNICIPAL CODE SECTIONS, 2.89.050; 3.50.090; 5.04.050; 5.56.150; 5.58.020; 5.58.040; 8.08.100; 12.02.060; 15.14.020; 15.34.010; 15.52.120; 15.52.130; 15.60.050; 16.40.060; 16.46.090; 17.04.060; 17.12.040; 17.16.120; 17.16.130; 17.26.040; 17.26.070; 18.04.0435; 18.10.030; 18.12.030; 18.14.080; 18.16.080; 18.18.025; 18.18.060; 18.20.050; 18.24.070; 18.26.100; 18.29.060; 18.37.100; 18.37.110; 18.38.070; 18.41.030; 18.41.080; 18.42.030; 18.42.055; 18.42.056; 18.43.030; 18.43.090; 18.43.120; 18.43.140; 18.44.060; AND 18.56.147.

WHEREAS, in December 2019 the City reorganized and created a Development Services Department lead by the Development Services Director to oversee current planning and permitting including planning, building, fire, and engineering permit review duties;

WHEREAS, the reorganization in 2019 assigned Community Development Director to oversee and manage economic development; long-range land use and city planning; parks, cemetery, city facilities, and city events and business and community engagement; and

WHEREAS, the Development Services Director has immediate oversight and control and management of the day to day operations of the permit team, projects, and priorities, and the expertise related to planning and permitting, and therefore should have the signing and approval authorities currently assigned to the Community Development Director; and

WHEREAS, such approvals as signing final plat subdivisions, short subdivisions, boundary line adjustments, design director decisions, should all fall under the approval and signing authority of the Development Services Director; and

WHEREAS, the Planning Commission held a study session on June 3, 2021 and a duly-advertised public hearing on July 8, 2021 on the proposed amendments, followed by questions and discussion; and

WHEREAS, on July 8, 2021 the Planning Commission voted by 6-0 vote to recommend adoption by the City Council of the proposed amendments to the Sumner Municipal Code and development regulations transferring signing and approval authority from the Community Development Director to the Development Services Director; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on June 10, 2021; and

WHEREAS, the City Council has found the proposed amendments to be consistent with the Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments.

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

Section 1. That Sumner Municipal Code Section 2.89.050 “Responsibilities” is hereby amended to read as follows:

“2.89.050 Responsibilities.

The responsibilities of the design commission shall be as provided for in the purpose section of this chapter. The actions of the commission shall be governed by all applicable sections of the municipal code. Until such time as the initial appointments to the design commission are completed, the director of ~~community~~ development services shall assume the duties of the commission.”

Section 2. That Sumner Municipal Code Section 3.50.090 “Fee Calculations – Application Fee,” subsection (D) is hereby amended to read as follows:

“3.50.090 Fee calculations – Application fee.

...

D. Effective January 1, 2020, and each January 1st thereafter, said fees shall be adjusted according to the change in the Construction Cost Index (20-City Average) published by the Engineering News Record using February 2017 as the base value or the “net obligation fee,” whichever is less. The most recently published index shall be used to adjust the fee obligation for the following year. Each year, the adjustment shall be administratively implemented by the ~~community~~ development services director or her/his designee.”

Section 3. That Sumner Municipal Code Section 5.04.050 “Application and Renewal,” subsection (B) is hereby amended to read as follows:

“5.04.050 Application and renewal.

...

B. The director shall, when appropriate, refer applications to the ~~community~~ development services department, the police department, or other governmental agencies for their review.”

Section 4. That Sumner Municipal Code Section 5.56.150 “License Applications,” subsection (A), paragraph (8) is hereby amended to read as follows:

“5.56.150 License applications.

A. Adult Entertainment Establishment License.

...

8. Upon receipt of the complete application and fee, the city clerk shall provide copies to the police, fire, and ~~community~~ development services departments for their investigation and review to determine compliance of the proposed adult entertainment establishment with the laws and regulations which each department administers. Each department shall, within 25 days of the date of such application, inspect the application and premises and shall make a written report to the city clerk whether such application and premises complies with the laws administered by each department. No license may be issued unless each department reports that the application and premises comply with the relevant laws. In the event the premises is not yet constructed, the departments shall base their recommendation as to premises compliance on their review of the drawings submitted in the application. Any adult entertainment establishment license approved prior to premises construction shall contain a condition that the premises may not open for business until the premises have been inspected and determined to be in substantial conformance with the drawings submitted with the application. A department shall recommend denial of a license under this subsection if it finds that the proposed adult entertainment establishment is not in conformance with the requirements of this chapter or other law in effect in the city. A recommendation for denial shall cite the specific reason therefor, including applicable laws.”

Section 5. That SMC Section 5.58.020 “Definitions,” and definition of “Credit” is hereby amended to read as follows:

““Credit” means a monetary payment or reduction in present or future balance due to the ~~community~~ development services department of the city.”

Section 6. That SMC Section 5.58.040 “Administration” is hereby amended to read as follows

“The ~~community~~ development services department is responsible for processing applications. The city may require applicants to provide Wage and Hour Reports (Form 5208) as submitted to the Washington State Employment Security Department, less social security numbers, or other information needed to process the application. Applications will be reviewed for completeness prior to acceptance.”

Section 7. That SMC Section 8.08.100 “Retail Fireworks Stands,” subsection (B) is hereby amended to read as follows:

“8.08.100 Retail fireworks stands.

The following requirements shall apply to the operation of retail fireworks stands (hereinafter “stand”):

...

B. Inspections of stands shall not be conducted until the fire chief or his or her designee has received the following:

1. A temporary use application;

2. Documentation of approval by the ~~community~~ development services department;
3. A business license;
4. A copy of the state license required by chapter 70.77 RCW; and
5. Proof of insurance as required by SMC 8.08.070.”

Section 8. That SMC Section 12.02.060 “Design Criteria” is hereby amended to read as follows:

“12.02.060 Design criteria.

The city, through its public works and ~~community~~ development services departments, shall maintain design criteria, standards and guidelines based upon recognized best practices in street design, construction and operation as identified in the current City of Sumner Development Specifications and Standard Details. To the greatest extent possible, the city shall adopt the same standards with particular emphasis on pedestrian and bicycle markings and wayfinding signage (as permitted through city of Sumner Municipal Code). Resources to be referenced in developing these standards shall include, but not necessarily be limited to, the latest editions of: American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, Washington State Department of Transportation Design Manual, and the Manual on Uniform Traffic Control Devices.”

Section 9. That SMC Section 15.14.020 “Definitions,” subsection (F) is hereby amended to read as follows:

“F. “Director” means the director of ~~community~~ development services, his or her authorized deputies and representatives.”

Section 10. That SMC Section 15.34.010 “Hours of Construction,” subsection (C) is hereby amended to read as follows:

“C. Construction activity may be permitted outside the hourly limits set forth in subsection A of this section only upon application and approval by the ~~community~~ development services director. Criteria for approval shall include project remoteness, undue hardship or other reasonable standards. Approval may only be for specific dates and times and under terms that the approval official deems appropriate under the circumstances.”

Section 11. That SMC Section 15.52.120 “Development Permit - Application,” is hereby amended to read as follows:

“15.52.120 Development permit – Application.

Application for a development permit shall be made on forms furnished by the ~~community~~ development services department and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- A. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
- B. Elevation in relation to mean sea level to which any structure has been floodproofed;
- C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in SMC 15.52.230; and
- D. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.”

Section 12. That SMC Section 15.60.050 “Permits,” is hereby amended to read as follows:

“15.60.050 Permits.

Prior to the location, relocation, establishment, or occupancy of any manufactured home, the owner, or the authorized representative of the owner, shall secure a permit for such action from the ~~community~~ development services department, as follows:

- A. Application for such a permit shall be made on forms prescribed by the ~~community~~ development services department.
...”

Section 13. That SMC Section 16.40.060 “Definitions,” and definition of “Director” is hereby amended to read as follows:

““Director” means the development services director ~~of the Sumner department of community development~~ or his or her designee.”

Section 14. That SMC Section 16.46.090 “Exemptions and Allowed Uses in Wetlands,” subsection B(4), is hereby amended to read as follows:

“4. The following uses are allowed within wetlands and/or wetland buffers; provided, that written notice at least 10 days prior to the commencement of such work has been given to the ~~community development~~ director; and provided, that wetland impacts are minimized and that disturbed areas are immediately restored:

- a. Normal maintenance, repair, or operation of existing serviceable structures, facilities, or improved areas. Maintenance and repair does not include any modification that changes the character, scope, or size of the original structure, facility, or improved area and does not include the construction of a maintenance road;
- b. Minor modification of existing serviceable structures within a buffer zone where modification does not adversely impact wetland functions or increase the size of the structure’s footprint; and

- c. Utility line activities listed under SMC 16.40.100(G); provided, that BMPs are used and impacts are mitigated;”

Section 15. That SMC Section 17.04.060 “Definitions,” and the definition “Director” is hereby amended to read as follows:

““Director”, unless otherwise specified, means the director of the city’s ~~community~~ development services department or the director’s designee.”

Section 16. That SMC Section 17.12.040 “Application Submittal and Contents,” section A is hereby amended to read as follows:

“A. The application for approval of a short subdivision shall be submitted to the department of ~~community~~ development services on forms to be provided by the department along with the appropriate fees established by SMC 18.56.060.”

Section 17. That SMC Section 17.16.120 “Preliminary Plat – Contents ,” subsection A(5) is hereby amended to read as follows:

“5. A form for the endorsement of the director of community development, as follows:

APPROVED BY CITY OF SUMNER

Date

~~Community~~ Development Services Director

Date”

Section 18. That SMC Section 17.16.130 “Preparation of Final Plat,” subsection E(19) is hereby amended to read as follows:

“19. Forms for the appropriate certifications of the administrative services director or designee, city engineer, and director of community development, as follows:

ADMINISTRATIVE DIRECTOR or DESIGNEE’S CERTIFICATE

I hereby certify that there are no delinquent special assessments for which the property subject to this subdivision may be liable to the City, and that all special assessments on any property herein contained dedicated as streets, alleys, or for any other public use, have been duly paid, satisfied or discharged, this ___ day of _____, 20__.

Sumner Administrative Services Director or Designee

CITY ENGINEER'S CERTIFICATE

I hereby certify that this final plat is in compliance with the certificate of improvements issued pursuant to SMC 17.16.130, and is consistent with all applicable City improvement standards and requirements in force on the date of preliminary plat approval, this ____ day of _____, 20__.

Sumner City Engineer

COMMUNITY-DEVELOPMENT SERVICES DIRECTOR'S CERTIFICATE

I hereby certify that on this ____ day of _____, 20__, that this final plat is in substantial conformance with the preliminary plat and any conditions attached thereto, which preliminary plat was approved by the City of Sumner Hearing Examiner on the ____ day of _____, 20__.

Sumner-Community Development Services Director

Section 19. That SMC Section 17.26.040 "Application Submittal," subsection B is hereby amended to read as follows:

"B. A binding site plan shall be submitted along with an application form provided by the ~~community~~ development services department along with applicable application fees as indicated in chapter 18.56 SMC."

Section 20. That SMC Section 17.26.070 "Alterations and Vacations," subsection B is hereby amended to read as follows:

"B. A binding site plan may be vacated as a whole only. Vacating a binding site plan releases all conditions and obligations on the parcel associated with such plan. A binding site plan may be vacated with the submission to the community development department of a letter of intent to vacate. The letter shall become binding upon its acceptance by the ~~community-development~~ services department."

Section 21. That SMC Section 18.04.0435 "Director," is hereby amended to read as follows:

"“Director” means the director of the city’s ~~community~~ development services department or the director’s designee.”

Section 22. That SMC Section 18.10.030 "Accessory Uses," subsection A(2) is hereby amended to read as follows

"2. Either the primary residence or the accessory dwelling unit must be occupied by the owners of the property. In addition, accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the main building. The owners shall sign an affidavit affirming that the owners will occupy the main building or the accessory dwelling unit as their principal residence for at least six months of every year. The owners shall sign a covenant agreeing to the conditions of this section which shall be

recorded with the Pierce County auditor. The form of the affidavit and covenant shall be specified by the ~~community~~ development services department;”

Section 23. That SMC Section 18.12.030 “Accessory Uses,” subsection A(2) is hereby amended to read as follows:

“2. Either the primary residence or the accessory dwelling unit must be occupied by the owners of the property. In addition, accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the main building, except in accordance with subsections (A)(14), (15), (16) and (17) of this section. The owners shall sign an affidavit affirming that the owners will occupy the main building or the accessory dwelling unit as their principal residence for at least six months of every year. The owners shall sign a covenant agreeing to the conditions of this section which shall be recorded with the Pierce County auditor. The form of the affidavit and covenant shall be specified by the ~~community~~ development services department;”

Section 24. That SMC Section 18.14.080 “Performance Standards,” subsection B is hereby amended to read as follows:

“B. Landscaping Required. In all MDR and HDR zones landscaping and open space shall be provided. All required landscaping shall be permanently maintained in a neat and orderly condition. For new developments, a landscape plan shall be submitted for review by the ~~community~~ development services director. Proposals requiring design review shall comply with the city of Sumner design and development guidelines.”

Section 25. That SMC Section 18.16.080 “Commercial Districts - Performance Standards,” subsection B is hereby amended to read as follows:

“B. Required Open Space and Landscaping. For each development in the NC, IC and GC districts a landscape plan shall be prepared in accordance with chapter 18.41 SMC to address landscaping of yards and screening of parking, and shall be submitted for approval by the ~~community~~ development services director. Landscaping shall be provided along blank building facades and property boundaries. Landscaping shall be provided in accordance with the city of Sumner design and development guidelines. Whenever landscaping is required by this title and/or conditions of approval of discretionary applications required by this title, such landscaping shall be permanently maintained in a neat and orderly manner. In no event shall such landscape areas be used for the storage of materials or parking of automobiles.”

Section 26. That SMC Section 18.18.025 “Buffer Criteria—M-1 Zone,” subsection B is hereby amended to read as follows:

“B. A landscape and fencing plan shall be submitted for review and approval by the ~~community~~ development services director.”

Section 27. That SMC Section 18.18.060 “Performance Standards,” subsection B is hereby amended to read as follows:

“B. Required Landscaping. All required yards adjacent to the street shall be landscaped, except for driveways and sidewalks, as per the requirements in the Sumner design and development guidelines. Wherever landscaping is required by this title and/or by conditions of approval of discretionary applications required by this title, such landscaping shall be permanently maintained in a neat and orderly manner. In no event shall such landscape areas be used for the storage of materials or parking of automobiles. For new developments a landscape plan shall be prepared and submitted for review by the ~~community~~ development services director as per the requirements in chapter 18.41 SMC.”

Section 28. That SMC Section 18.18.060 “Performance Standards,” subsection D(2) is hereby amended to read as follows:

“2. M-1 Zone Energy Efficient Outdoor Lighting. Development in the M-1 zone that provides outdoor lighting shall install energy efficient lights. Examples include but are not limited to: metal halide post top lights, metal halide cobrahead or cutoff lights, and high pressure sodium cutoff lights. The applicant shall submit documentation of the proposed light fixtures and their energy efficiency to the director of ~~community~~ development services.”

Section 29. That SMC Section 18.18.060 “Performance Standards,” subsection U is hereby amended to read as follows:

“U. Incentives for Energy Conservation and Greenhouse Gas Emission Reductions in M-1 Zone. An applicant may request and the director of ~~community~~ development services may approve a building height increase to a maximum of 55 feet when greater than 100 feet from any street right-of-way or residentially or commercially zoned property and when providing one or more of the following features:

1. Construct to a LEED certified building.
2. Provide end-of-trip bicycle facilities including installing showers, securing bicycle lockers, and changing spaces. The director shall determine the ratio of facilities to the size of the workforce or building space.
3. Participate in Puget Sound Energy’s Green Power Program or an equivalent program. The applicant shall submit documentation of a long-term commitment to such a program, for example, a fully executed binding agreement. Participation shall be for a period of no less than five years.”

Section 30. That SMC Section 18.20.050 “No Deadline for Final Decision – Form of Agreement —Term –Recordation,” subsection C(3) is hereby amended to read as follows:

“3. Extensions. If extensions are authorized in a development agreement, an applicant must request the extension at least 60 days prior to expiration. For development agreements associated with project permit applications, the ~~community~~ development services director may grant an extension for up to five years if the applicant can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the development agreement. In no case shall an extension be granted which would allow a development agreement to exceed 20 years.”

Section 31. That SMC Section 18.24.070 “Approval – Procedure,” subsection B is hereby amended to read as follows:

“B. Filing of Application. Application for approval of the PRD shall be made on forms prescribed by the department of ~~community~~ development services and which shall be accompanied by a filing fee as required.”

Section 32. That SMC Section 18.26.100 “Approval,” subsection B is hereby amended to read as follows:

“B. Filing of Application. Application for approval of the PMUD shall be made on forms prescribed by the department of ~~community~~ development services and which shall be accompanied by a filing fee as required.”

Section 33. That SMC Section 18.26.100 “Approval,” subsection H is hereby amended to read as follows:

“H. Modifications of PMUD Plan. Requests for modifications of a PMUD shall be made in writing and shall be submitted to the ~~community~~ development services director in the manner and form prescribed by the ~~community~~ development services director. The determination of whether a proposed modification is minor or major shall be made at the sole discretion of the ~~community~~ development services director; provided, the criteria stated in subsections (H)(1) and (2) of this section are met. The criteria for determining minor and major modifications in all other cases shall be as stated in subsections (H)(1) and (2) of this section. The criteria for approval of a request for a major modification shall be those criteria covering original approval of the permit which is the subject of the proposed modification.”

Section 34. That SMC Section 18.26.100 “Approval,” subsection H(2) is hereby amended to read as follows:

“2. Major Modifications. Major adjustments are those which, as determined by the ~~community~~ development services director, substantially change the basic design, density,

open space, or other similar requirements or provisions. Major adjustments to the development plans shall be reviewed by the design commission and hearing examiner. The hearing examiner may review such adjustments at a regular public hearing. The hearing examiner shall issue a written decision to approve, deny, or modify the request. Such a decision shall be final. Any appeals of this decision shall be in accordance with SMC 18.56.180.”

Section 35. That SMC Section 18.29.060 “Performance Standards,” subsection A is hereby amended to read as follows:

“A. Required Landscaping. For each development in the Town Center, a landscape plan shall be submitted for approval by the ~~community~~ development services director. The requirements of the city of Sumner design and development guidelines shall be met. Landscape plans shall be prepared and submitted in accordance with chapter 18.41 SMC.”

Section 36. That SMC Section 18.37.100 “Performance Standards,” subsection G is hereby amended to read as follows:

“G. Minor Modifications. Minor modifications to existing wireless communication facilities, including the installation of additional antenna, for which a valid conditional use permit exists may be approved by the ~~community~~ development services director, provided it is determined there is minimal or no change in the visual appearance and said modifications comply with the performance standards set forth in this chapter.”

Section 37. That SMC Section 18.37.110 “Regulations on Wireless Communications Facilities by Zone,” subsection C(3)(b)(i) is hereby amended to read as follows:

“i. If associated support structure can be screened from view from public rights-of-way and residential zones by existing buildings or vegetation as determined by the ~~community~~ development services director, the corresponding setback may be reduced; or”

Section 38. That SMC Section 18.38.070 “Amortization,” subsection D is hereby amended to read as follows:

“D. Upon annexation, all nonconforming adult entertainment businesses shall provide the director of ~~community~~ development services with copies of their current leasehold document(s) which sets forth their existing leasehold time period, or, in the case of a nonleasehold interest, the director of ~~community~~ development services shall be provided with other documents which show record of ownership.”

Section 39. That SMC Section 18.41.030 “Site Landscaping Required Review,” is hereby amended to read as follows:

“18.41.030 Site landscaping required review.

The ~~community~~ development services staff, director, and Sumner design commission shall use the Sumner design and development guidelines landscaping section as it pertains to that zone as a guide for design and layout when reviewing applications.

- A. The ~~community~~ development services department shall review the proposed landscape development with each application within the applicability of this document.
- B. The public works department shall review all landscape and irrigation system designs.
- C. The design commission shall review landscape plans with each application within the context of the design guidelines and surrounding existing landscaping styles in relation to the site for developments exceeding thresholds as listed in SMC 18.40.020(C)."

Section 40. That SMC Section 18.41.080 "Low Impact Development Option," is hereby amended to read as follows:

"18.41.080 Low impact development option.

The purpose of this option is to provide an additional landscaping option that has the potential to reduce impacts on the existing stormwater drainage infrastructure, and aid in meeting Endangered Species Act requirements. Low impact development strives to protect or restore the natural hydrology of the site so that the overall integrity of the watershed is protected. Low impact development:

- A. Protects the environment;
- B. Reduces costs to developers;
- C. Makes communities more attractive;
- D. Uses vegetation and small-scale hydrolic controls to capture, treat and infiltrate stormwater on site.

More specific information about low impact development will be available as requested through the ~~community~~ development services department."

Section 41. That SMC Section 18.42.030 "Design and Construction Standards," subsection K is hereby amended to read as follows:

"K. Landscaping plans for parking lot shall be submitted for approval by the ~~community~~ development services ~~director~~. Landscaping shall buffer the perimeter of the parking lot. Landscape materials shall be chosen which enhance safety of parking lot users and pedestrians on the public rights-of-way. Landscaping shall be provided in accordance with the city of Sumner design and development guidelines."

Section 42. That SMC Section 18.42.055 “Coordinated or Joint Parking Design within the East Main Street Area,” subsection C is hereby amended to read as follows:

“C. In the event that a building site abuts an existing developed property, it shall be so designed as to tie into the abutting parking, access and circulation to create a unified system unless the ~~community~~ development services director finds that this would be impractical.”

Section 43. That SMC Section 18.42.056 “Dedication of Joint Parking within the East Main Street Area,” subsection B is hereby amended to read as follows:

“B. When joint parking areas within the cross-access corridor are dedicated in fee to the city the ~~community~~ development services director may waive any one of the following requirements:

1. Allow up to a 35 percent reduction in parking requirements established in SMC 18.42.040 or allow up to a 50 percent increase in the parking requirements established in SMC 18.42.043; or
2. Allow up to a 10 percent increase in the maximum building coverage established in SMC 18.16.070; provided, that the minimum parking requirements are met; or
3. Allow any on-street parking spaces abutting and along the frontage of the property to be counted toward required off-street parking spaces.”

Section 44. That SMC Section 18.43.030 “Combined Driveways Designated,” is hereby amended to read as follows:

“18.43.030 Combined driveways designated.

Combined driveway locations shall be indicated on the official zoning map. This indication shall distinguish those portions of the combined driveways that have been dedicated to the city. Where more than one alternative exists for the future location of a combined driveway, at the time of application for new construction, the ~~community~~ development services director, in consultation with the public works director, shall determine, based on the extent and size of the proposed development and the East Main Street design strategy, which alternative or combination of alternatives are best suitable to accommodate future development throughout the city.”

Section 45. That SMC Section 18.43.090 “Cross-access Corridors Designated,” is hereby amended to read as follows:

“18.43.090 Cross-access corridors designated.

A. The general location of cross-access corridors shall be indicated on the official zoning map by means of dashed or dotted lines or other suitable symbols. This designation shall be used to show what properties are required to provide a cross-access corridor and not its exact location. This indication shall distinguish those portions of the designated corridor for which easements have been granted from those that have not been granted.

B. At the time of major or minor new construction, the ~~community~~ development services director, in coordination with the public works director, shall be authorized to designate the exact location of cross-access corridors on properties within the East Main Street area.”

Section 46. That SMC Section 18.43.120 “Where Unified Access and Circulation is not Practical,” is hereby amended to read as follows:

“18.43.120 Where unified access and circulation is not practical.

A. The ~~community~~ development services director shall be authorized to modify the requirements for cross-access corridors in of this chapter where he/she finds:

1. That abutting properties have been so developed that it is clearly impractical to create a unified access and circulation system within part or all of the affected area;
2. It is reasonable and necessary for the development of the property;
3. It will result in a more efficient access to and circulation within the property; and
4. It will not create a hazardous condition for motorists or pedestrians.

B. The decision of the ~~community~~ development services director may be appealed by the applicant to the hearing examiner, pursuant to SMC 18.56.070.”

Section 47. That SMC Section 18.43.140 “Modified Approvals,” is hereby amended to read as follows:

“18.43.140 Modified approvals.

The requirements of this chapter may be modified by the ~~community~~ development services director in consultation with the public works director and following a recommendation from the design commission if the modification:

- A. Is reasonable and necessary for the development of the property; and
- B. Will result in a more efficient access to and circulation within the property; and
- C. Will not create a hazardous condition for motorists or pedestrians.
- D. The decision of the ~~community~~ development services director may be appealed by the applicant to the hearing examiner, pursuant to SMC 18.56.170.”

Section 48. That SMC Section 18.44.160 “Temporary Signs,” subsection G is hereby amended to read as follows:

“G. Streamers.

1. Streamers may be used to outline property lines and areas on a lot which display merchandise outdoors.
2. Streamers shall be replaced or removed when torn or faded.
3. Since the primary purpose of streamers is to make display areas more attractive, for those uses displaying streamers for more than 90 days in a calendar year, landscaping must be combined with streamer usage. Plans are to be approved by the ~~community~~ development services department with the intent being to provide planting areas with street trees or continuous areas with ground cover, particularly, but not limited to the area along property lines.”

Section 49. That SMC Section 18.56.147 “Comprehensive Plan Amendments,” is hereby amended to read as follows:

“18.56.147 Comprehensive plan amendments.

A. Amendments to the comprehensive plan may be proposed to any element including goals, policies, objectives, or plan maps. In some cases, amendments to the plan may necessitate and, as such, incorporate amendments to supporting documents such as capital facility plans.

B. In addition to the parties listed in SMC 18.56.050(A), amendments to the comprehensive plan may be proposed by the hearing examiner, any member of the city council, any governmental commission or committee, any neighborhood or community council or other neighborhood or special purpose group, department or office, agency, official or employee of the city of Sumner, or any other general or special purpose government.

C. By April 1st of each year, the city council shall determine whether a plan amendment cycle will be conducted during that year. Amendment cycles shall be no less frequent than every other year and no more frequent than once per year, except that amendments may be considered more frequently for the following:

1. The initial adoption of a subarea plan;
2. The adoption or amendment of a shoreline master program under procedures of chapter 90.58 RCW.

D. The community development director shall broadly disseminate to the public a notice giving the procedures and timeline for proposing amendments or revisions to the comprehensive plan through the execution of Class H notice. The community development director shall allow for a reasonable time for requests to be submitted.

E. Applications for comprehensive plan amendments shall be submitted in writing and include the following:

1. The appropriate fee, except that there shall be no charge for a request made by a city department or a majority of the city council by resolution or any governmental entity. All applicants shall be responsible for the costs of any specialized studies including, but not

limited to, traffic and transportation, critical areas, and environmental impact statements associated with their request. Payment of such costs shall be consistent with SMC 18.56.060(G).

2. Responses to the following:

- a. Description of the requested plan amendment;
- b. An explanation of why the amendment is being proposed including specific areas needing change;
- c. If appropriate, the proposed amendment should include amendatory language; and
- d. An explanation of how the criteria of subsection N of this section are satisfied.

3. A mailing list per SMC 18.56.070(C).

F. A proposed amendment shall be submitted to the community development department prior to the deadline established per subsection D of this section.

G. Subsequent to the application deadline, the community development director shall provide recommendations concerning all proposed amendments and forward proposed amendment requests with recommendations to the planning commission. The planning commission shall decide which amendments shall be considered. Applications which are not timely, are incomplete, are substantially similar to a request which was denied in the previous cycle, or on their face do not satisfy the criteria of subsection N of this section shall not be considered.

H. The amendment shall be accompanied by the necessary documents for compliance with the State Environmental Policy Act. If an environmental impact statement is required, the preparation of the statement and plan amendments shall be integrated to the extent possible.

I. Following the completion of the public comment period for the notice of application, the community development director shall prepare staff report(s) evaluating the amendments selected for consideration. Staff reports shall include data, analysis, public and agency comments, and staff recommendations.

J. The planning commission shall hold at least one public hearing on the amendment(s). Class G notice shall be provided for hearings involving comprehensive plan amendments. Where an amendment to the plan map is not areawide, but is site-specific, Class D notice shall also be provided.

K. The city council shall consider the recommendations of the planning commission. The city council may hold a public hearing prior to issuing a preliminary decision on the proposed amendments.

L. Upon selection of a preliminary decision on all proposed amendments, the community development director shall transmit the proposed amendments to the state of Washington in accordance with chapter 36.70A RCW.

M. The city council shall adopt by ordinance amendments to the comprehensive plan after consideration of comments from the state of Washington. The city council may hold an additional public hearing(s) prior to adoption of amendments. Adopted amendments shall be transmitted to the state of Washington per chapter 36.70A RCW.

N. The following criteria shall be evaluated when considering plan amendments. Only those amendments which are found to be in substantial compliance with all criteria shall be approved.

1. An amendment is necessary to resolve inconsistencies between the Sumner comprehensive plan and other city plans or ordinances; or to resolve inconsistencies between the Sumner comprehensive plan and other jurisdictions' plans or ordinances.
2. Conditions have so changed since the adoption of the Sumner comprehensive plan that the existing goals, policies, objectives, and/or map classifications are inappropriate.
3. The proposed amendment is consistent with the overall intent of the goals of the Sumner comprehensive plan.
4. The proposed amendment is consistent with chapter 36.70A RCW, the county-wide planning policies for Pierce County, and the applicable multicounty planning policies.
5. Where an amendment to the comprehensive plan map is proposed, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present.
6. Environmental impacts have been disclosed, and measures have been included to reduce possible adverse impacts.
7. Potential ramifications of the proposed amendment to other comprehensive plan elements and supporting plans have been considered and satisfactorily addressed.

O. As appropriate, where an amendment of the comprehensive plan is granted by the city council and a subsequent rezone or amendment to development regulations is required, the planning commission may consider them and make recommendations to the city council for consideration concurrent with the final approval of the comprehensive plan.”

Section 50. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 51. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 52. Effective Date. This ordinance shall become effective five (5) days after its passage, approval and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 16th day of August, 2021.

Mayor William L. Pugh

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Surplus by Intergovernmental Transfer of Main Street East Properties for
Sumner Library Branch

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City owns vacant parcels addressed 15208, 15216 and 15126 Main Street East, located directly across Main Street from the Fred Meyer shopping complex (the Main Street East Properties). The City acquired the Main Street East Property in 2018 with the goal of working with the Pierce County Library System to relocate from its current location on Fryar Avenue (in a building owned jointly by the Library and the City) to the more centrally located and accessible Main Street East Property. The Library is a Washington public library municipal corporation and has expressed an interest in purchasing the Main Street Property for a new Sumner library branch.

That enables the City to sell the property through a process called an intergovernmental transfer. Prior to having the ability to sell the property, the City must surplus it, and due to its value, a public hearing is required. Tonight's public hearing is an opportunity to hear from the public about the proposed surplus of the parcels.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 8/16/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Hold public hearing pursuant to RCW 39.33.020

SUBJECT: Public Comment (Limit 3 minutes)

CATEGORY:

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

SUBJECT: Ordinance No. 2790 - American Recsue Plan Act Fund Initial Allocation

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: \$1,062,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Ordinance No. 2790
2. ARPA Funding Recommendations Presentation
3. Ordinance No. 2790 Analysis-Staff Report

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

The American Rescue Plan Act (ARPA) committee reviewed several possible uses of ARPA funds and has recommended initial allocations that address immediate needs to respond to the pandemic. The proposed ordinance would allocate \$1,062,000 under the following ARPA categories:

Direct Response to Covid-19 and/or Economic Impact: \$960,000

Infrastructure Investments: \$102,000

The attached staff report details the expenditures and applicability to ARPA fund guidelines.

If approved, the remaining ARPA balance is \$1,848,676 for future use. The ARPA continues to meet and discuss future allocation recommendations.

COUNCIL COMMITTEE/STUDY SESSION: ARPA Committee MEETING/STUDY SESSION DATE: 8/3/2021 COMMITTEE RECOMMENDATION: do-pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2790, allocating ARPA funds as designated.

**ORDINANCE NO. 2790
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, AND ORDINANCE 2786, APPROVED AUGUST 2, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the public health emergency regarding COVID-19 has caused economic impacts on the citizens and businesses of the City of Sumner; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021; and

WHEREAS, the City will receive funding of \$2,910,676 from the ARPA funds; and

WHEREAS, the ARPA sub-committee of the City Council has recommended the first allocations to be funded from the City's ARPA allocation;

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

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

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 16th day of August, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues			Expenditures			Ending Fund Balance	
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>08/16/21</i>	<i>08/16/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>08/16/21</i>	<i>08/16/21</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 144,403	\$ 340,000	\$ -	\$ 31,919,065	575,345	\$ -	\$ 174,526	\$ 5,203,068.95
002 General Fund Reserves	980,824	-	-	-	-	-	-	-	-	980,824
003 Building Reserves	475,000	200,000	-	-	-	80,000	150,000	-	-	445,000
103 Complete Streets	241,851	-	-	-	-	200,000	41,654	-	-	197
105 Drug Enforcement	63,457	-	-	-	-	4,500	-	-	-	58,957
106 Hotel/Motel	273,747	215,000	-	-	-	106,245	-	-	-	382,502
115 ARPA Funding	-	-	2,910,676	-	-	-	-	1,062,000	-	4,759,352
200 Debt Service	2,570,000	527,200	-	-	-	520,000	-	-	-	2,577,200
221 LID Guarantee	694,969	-	-	-	-	-	-	-	-	694,969
302 Sidewalk	477,769	4,308,069	(320,000)	-	-	3,524,069	(320,000)	-	-	1,261,769
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	-	326,000	-	-	2,367,200
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	-	-	9,545
310 Parks & Trails Capital Fund	544,740	1,237,500	461,000	-	-	1,237,500	461,000	-	-	544,740
320 Street Capital Fund	826,206	6,709,520	600,000	-	-	7,679,245	-	-	-	1,056,481
325 Facilities Capital Fund	183,773	26,200,000	150,000	-	-	15,700,000	150,000	-	-	10,683,773
401 Water	13,477,844	11,104,747	-	-	-	15,719,366	88,156	-	-	8,754,912
402 Wastewater	20,996,349	15,706,582	-	-	-	18,404,296	196,108	-	-	17,976,418
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	-	18,573,507	213,055	-	-	9,989,791
410 Cemetery Operations	31,493	1,352,800	-	-	-	1,358,895	-	-	-	25,398
415 Cemetery Development	-	-	-	-	-	-	-	-	-	-
440 Animal Control	12,239	1,496,319	-	-	-	1,460,055	-	-	-	48,503
501 Unemployment Insurance	43,989	-	-	-	-	3,055	-	-	-	40,934
550 Fleet Management	6,261	1,251,664	-	-	-	1,251,660	-	-	-	6,265
551 Information Technology	273,009	2,385,042	28,000	-	3,200	2,385,040	11,600	-	3,200	289,411
555 Equipment Reserve	1,013,749	1,297,245	168,000	-	-	790,000	226,000	-	-	1,462,994
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	-	-	1,532,385
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	-	-	25,649
605 Development Impact Fees	7,026,351	700,000	-	-	-	3,397,200	135,000	-	-	4,194,151
611 Firemen's Pension	11,832	160,000	-	-	-	160,000	-	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 4,142,079	\$ 340,000	\$ 3,200	\$ 124,473,699	\$ 2,253,918	\$ 1,062,000	\$ 177,726	\$ 77,113,758



CITY OF
SUMNER
WASHINGTON

ARPA FUNDING RECOMMENDATIONS

ROUND ONE

Background



- Estimated \$2 Billion in funding to Pierce Co.
- \$2.9 million to Sumner
- Generally must be spent by end of 2024
- Committee's goal: understand options with regional \$ for best use of local \$ for maximum impact in our community
- Keep in mind how to complement existing funding sources for best impact.

Three Areas of Focus



DIRECT RESPONSE

TOTAL: \$635,000
60% of Round One ARPA
21.8% of Total ARPA

ECONOMIC RESPONSE & RESILLIANCE

TOTAL: \$325,000
30% of Round One
11.2% of ARPA Funding

INFRASTRUCTURE INVESTMENTS

TOTAL: \$102,000
10% of Round One ARPA
3.5% of Total ARPA Funding

DIRECT RESPONSE

TOTAL: \$635,000

60% of Round One ARPA

21.8% of Total ARPA

DIRECT RESPONSE



Costs Associated with Response

March-July 2021

\$40,000

DIRECT RESPONSE



Air Filtering Improvements

\$10,000

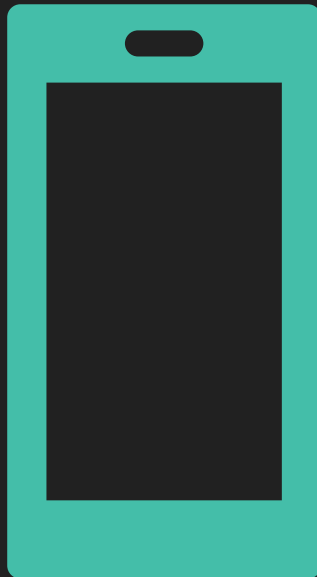
DIRECT RESPONSE



Facility Improvements to
address transmission risk &
support remote work

\$85,000

DIRECT RESPONSE



Hybrid meeting technology
\$200,000

DIRECT RESPONSE



HR Generalist

Workplace safety &
recruitment 2021-2023

\$300,000

ECONOMIC RESPONSE & RESILLIANCE

TOTAL: \$325,000

30% of Round One

11.2% of ARPA Funding

ECONOMIC RESPONSE



Community Food Bank
Operational Support

Increase access to service

\$35,000

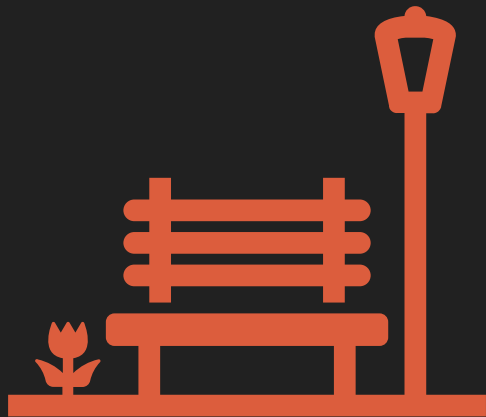
ECONOMIC RESPONSE



Wayfinding Signs

\$40,000

ECONOMIC RESPONSE



Kincaid/Cherry Design

Fulfilling Main Street Vision
(tourism)

\$250,000

INFRASTRUCTURE INVESTMENTS

TOTAL: \$102,000

10% of Round One ARPA

3.5% of Total ARPA Funding

INFRASTRUCTURE



Fiber Broadband Study
\$20,000

INFRASTRUCTURE



Cybersecurity planning,
training & improvements

Incl. public utilities

\$62,000

INFRASTRUCTURE



Bill Heath Sports Complex
Restroom Improvements

Support outdoor
recreation/sanitation needs

\$20,000

Recap – ARPA Funding



- Round One: \$1,062,000
- Remaining: \$1,848,676

Other Funding



- Pierce County ARPA
- Sumner General Fund
- Sumner Occupancy Tax
- Pierce County Lodging Tax
- Sumner Utilities

Engagement



- Summer print newsletter
- Public meetings
- E-news
- Sumner Connects

Highlights		
TOTAL VISITS	MAX VISITORS PER DAY	NEW REGISTRATIONS
31	6	0
ENGAGED VISITORS	INFORMED VISITORS	AWARE VISITORS
3	10	24

Questions?



CITY OF
SUMNER
WASHINGTON



DATE: August 16, 2021
TO: Mayor Pugh and Sumner City Council
FROM: City Administrator Jason Wilson
RE: Ordinance No. 2790 – ARPA Fund Allocation

If approved, Ordinance No. 2790, would allocate \$1,062,000 of the City's American Rescue Plan Act funds. The proposed ordinance is based on review and recommendation of the Council ARPA Committee. The allowed uses of ARPA funds are set forth by the United States Treasury Department's Interim Final Rule (dated May 17, 2021). The Treasury Department also provided a Fact Sheet (dated May 10, 2021) and several iterations of a Frequently Asked Questions document (current as of July 19, 2021) that provides additional guidance on approved uses.

The purpose of this memo is to support the review process and the applicability of the United States Treasury Department's Interim Final Rule and guidance documents. The staff analysis of the proposed uses considered in Ordinance No. 2790 was based on these documents. Future proposed uses will be evaluated on these documents as amended.

Supporting the public health response:

1. Direct Response -- \$40,000
 - a. Reimburse the City for direct response costs (labor and supplies) responding to the public health emergency incurred between March 3, 2021, and July 30, 2021.
 - i. Analysis: "A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; ... public communication efforts; ... and other public health responses."¹

"Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response."²

Costs incurred by the City were directly related to the public health emergency. These were tracked using the project accounting function of the city's financial management software. Costs associated with overtime hours associated with the response would not have been incurred absent the public health

¹ Section 2.1 of the US Treasury FAQ from July 19, 2021

² Section 2.14 of the US Treasury FAQ from July 19, 2021

emergency. Costs associated with regular hours were redirected from other essential government work.

Most staff costs incurred were related to staffing and planning for testing and vaccination clinics. Additional staff costs were related to the policy development and implementation of personnel policies related to safely returning to in person and hybrid work and communicating with businesses about assistance available.

Costs for supplies/equipment would not have been incurred absent the public health emergency.

2. City Facility Air Filtering Improvements -- \$10,000

- a. Installation of UV-C light filtering on all HVAC systems in city facilities.
 - i. Analysis: “A broad range of services are needed to contain COVID-19 and are eligible uses... Capital investments in public facilities to meet pandemic operational needs are also eligible, ... adaptations to public buildings to implement COVID-19 mitigation tactics.”³

Current air handling systems are incapable of utilizing MERV 13 filters, leaving UV-C light as an appropriate cost-effective tool to reduce airborne transmission of Covid-19 or other viruses and bacterial contaminants.

3. City Facility Improvements -- \$85,000

- a. Replace City Hall cubicles with standard height to reduce virus transmission between adjacent cubicles, and to provide for work areas that are conducive to a hybrid work from home environment.
 - i. Analysis: “A broad range of services are needed to contain COVID-19 and are eligible uses... Capital investments in public facilities to meet pandemic operational needs are also eligible, ... adaptations to public buildings to implement COVID-19 mitigation tactics.”⁴

City Hall cubicles are built of several incompatible systems that have created varying heights and sizes. The current system does not provide protection via a physical barrier between the employee and employees in adjacent cubicles or those walking through common areas. Further, the current system is not conducive to a hybrid work environment. The need for flexible space for conducting hybrid meetings and shared workspaces will be critical to managing a hybrid work force.

4. HR Generalist -- \$300,000

- a. Hire a new Human Resources Generalist position to address the increased workload to the department due to the public health emergency and associated impacts.
 - i. Analysis: “In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and

³ Section 2.1 of the US Treasury FAQ from July 19, 2021

⁴ Section 2.1 of the US Treasury FAQ from July 19, 2021

similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency. For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency. Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response.”⁵

The pandemic has resulted in increased workload for the Human Resources Department. Human Resources is responsible for interpreting everchanging guidance from the CDC, WA DOH, TPCHD and the Governor's Office. The guidelines from these agencies must be coordinated and implemented across the varying workgroups. HR is responsible for assisting employees who have suspected or confirmed COVID-19 including coordination with local health officials for secondary infection monitoring. Maintaining and expanding a hybrid work environment requires human resources review and monitoring to ensure applicable internal policies and state safety rules are maintained. To date in 2021 Sumner has had to fill 27 positions representing 21% of our workforce. This is a 93% increase in recruitments over 2019, by the end of 2021 we anticipate a 135% increase over 2019 levels. The pandemic has made for a difficult hiring market; recruitments are taking longer than normal due to a competitive job market. Lack of applicants (qualified or not) applying and failure to accept job offers due to wage competition has required multiple postings. As an example in 2019 the city received 1,493 applications for 14 job postings (1:106 job:applicant ratio). To date in 2021 the city has received 660 applications for 27 positions (1:24 ratio) or a 77% decrease in job applicants per average recruitment. The pandemic has resulted in an increase of employee separations due to changes in personal lives/goals and accelerated retirement timelines. We anticipate these challenges to continue through 2023. ARPA funds would be used to hire this position through at least 2023 at which time it would convert to a city funded position.

5. Council Technology -- \$200,000

- a. Install hybrid meeting technology that allows for real time video participation for council meetings, study sessions and committee meetings. Technology includes monitors, cameras, software, microphones and supporting network equipment.
 - i. Analysis: “A broad range of services are needed to contain COVID-19 and are eligible uses... Capital investments in public facilities to meet pandemic

⁵ Section 2.14 of the US Treasury FAQ from July 19, 2021

operational needs are also eligible, ... adaptations to public buildings to implement COVID-19 mitigation tactics.”⁶

Providing safe access to public meetings is an essential government function. Since May 2020, the City has been conducting 100% virtual meetings (elected leaders, staff and public). Technology has increased the accessibility and transparency of government functions. Installing technology to conduct hybrid meetings into the future ensures enhanced and safe access to those that want to attend. Providing a professional system (more than a phone call in system) will provide seamless integration of the in-person attendees and remote attendees. This is also supported through the Governor’s Proclamation No 20-28 which requires hybrid meetings (remote attendance options) if meetings are held in person.

Addressing the negative economic impacts caused by the public health emergency:

1. Community Food Bank Operations -- \$35,000

- a. The Community Food Bank (a non-profit) continues to see increased demand for services from the Sumner Community. Since May of 2021 they have experienced a 106%⁷ increase in the number of households seeking services, which has negatively impacted their operational budget. June to July growth for households in Sumner was up 58%⁸. BIPOC households made up 50%⁹ of the new households served in June and July. The Food Bank is coordinating onsite vaccination clinics and preparing for expanded food delivery services should the need arise with the Delta Variant. The Food Bank is expanding their ability to refer customers to additional services including accessing SNAP benefits, utility and rental assistance and mental health services.

- i. Analysis: “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low-or moderate-income experienced negative economic impacts resulting from the pandemic.”¹⁰

“Assistance to households includes but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker’s occupation or level of training.”¹¹

The Community Food Bank (a non-profit) continues to see increased demand for services from the Sumner Community. Since May of 2021 they have

⁶ Section 2.1 of the US Treasury FAQ from July 19, 2021

⁷ 170 new households served in May 2021 vs 350 in July of 2021

⁸ 68 new Sumner households served in June 2021 vs 109 in July of 2021

⁹ 1,366 new clients in June and July of 2021, 681 (49.8%) identified as BIPOC. 25.8% identified as Hispanic/Latino.

¹⁰ US Treasury Interim Final Rule, Section II.A.1 *Assistance to Households*

¹¹ Section 2.5 of the US Treasury FAQ from July 19, 2021

experienced a 106%¹² increase in the number of households seeking services, which has negatively impacted their operational budget. June to July growth for households in Sumner was up 58%¹³. BIPOC households made up 50%¹⁴ of the new households served in June and July. The Food Bank is coordinating onsite vaccination clinics and preparing for expanded food delivery services should the need arise with the Delta Variant. The Food Bank is expanding their ability to refer customers to additional services including accessing SNAP benefits, utility and rental assistance and mental health services.

2. Wayfinding Signs -- \$40,000

- a. Install new and updated wayfinding and parking signage, primarily focused on Sumner's historic downtown as a tourism and retail destination.
 - i. Analysis: "Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;..."¹⁵

"Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic."¹⁶

Sumner's historic downtown contains over 40 small businesses. These businesses are largely retail and food related. Professional service providers make up the balance. In 2019 a Travel Tacoma tourism report based on cell phone geo fencing data found that there were 4,223,391 visits to Sumner. Of those visitors 178,463 were from more than 50 miles away. The pandemic negatively impacted the small businesses in the historic downtown core due to restrictions placed to reduce the spread of the virus including shutdowns and capacity limitations. Sumner Main Street Association has historically relied on community and local tourism events to maintain and expand their financial viability. During the pandemic multiple community, tourism and promotional events were cancelled limiting the exposure of our historic downtown core. One common complaint from visitors is lack of clear signage indicating public parking lots. Visitors to our community would benefit from wayfinding signage directing them to our retail core and associated parking, while also informing them of attractions like the Link Trail, Sumner Visitor Center, and

¹² 170 new households served in May 2021 vs 350 in July of 2021

¹³ 68 new Sumner households served in June 2021 vs 109 in July of 2021

¹⁴ 1,366 new clients in June and July of 2021, 681 (49.8%) identified as BIPOC. 25.8% identified as Hispanic/Latino.

¹⁵ Section 4.6 of the US Treasury FAQ from July 19, 2021

¹⁶ Section 2.9 of the US Treasury FAQ from July 19, 2021

YMCA. Use of ARPA funds would supplement other local funding for this \$80,000 project.

3. Kincaid/Cherry Public Plaza Design -- \$250,000

- a. Complete the design of the Kincaid/Cherry pedestrian plaza as part of a two phase Heritage Park public plaza design process. Construction is planned for 2022.
 - i. Analysis: “There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; ...

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), ... Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements)....”¹⁷

The City does not have any Qualifying Census Tracts (QCTs), therefore the analysis is based on the disproportionately impacted business community. Sumner’s historic downtown contains over 40 small businesses. These businesses are largely retail and food related. Professional service providers make up the balance. In 2019 a Travel Tacoma tourism report based on cell phone geo fencing data found that there were 4,223,391 visits to Sumner. Of those visitors 178,463 were from more than 50 miles away. The pandemic negatively impacted the small businesses in the historic downtown core due to restrictions placed to reduce the spread of the virus including shutdowns and capacity limitations. Sumner Main Street Association has historically relied on community and local tourism events to maintain and expand their financial

¹⁷ Section 2.18 of the US Treasury FAQ from July 19, 2021

viability. During the pandemic multiple community, tourism and promotional events were cancelled limiting the exposure of our historic downtown core.

Outdoor events including farmers markets, night markets, concerts and food events continue to grow in popularity. During the pandemic the City partnered with the University of Washington Tacoma Urban Studies Program to reimagine the future vision of Main Street. The study identified three main projects, including pedestrian safe event space around Heritage Park. When completed the streets (Kincaid and Cherry) adjacent to the park will be paved with a woonerf surface and zero curbs. The space will be used to support tourism by providing an expanded pedestrian friendly area to host the increasing outdoor public events. This funding will be used to finalize the design of the woonerf surface as well as early concepts for Heritage Park improvements.

The City has a planned waterline replacement in 2022 along Kincaid Avenue that will be disruptive to the road and sidewalk surfaces. Implementing this phase of the Main Street Vision project in conjunction with other time bound city projects provides for less impact to downtown businesses.

Investing in water and sewer infrastructure:

1. Broadband Study – \$20,000

- a. This study will identify opportunities to connect all government facilities in Sumner to either new or preexisting fiber, as well as inventory existing privately owned fiber in the City.
 - i. Analysis: “...consistent with the CWSRF and DWSRF, Fiscal Recovery Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.”¹⁸

“Recipients are also encouraged to prioritize investments in fiber optic infrastructure where feasible, as such advanced technology enables the next generation of application solutions for all communities.”¹⁹

“...pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).”²⁰

¹⁸ US Treasury Interim Final Rule, Section II.D.1 *Investments in Infrastructure-Water and Sewer Infrastructure*

¹⁹ US Treasury Interim Final Rule, Section II.D.1 *Investments in Infrastructure-Broadband Infrastructure*

²⁰ Section 6.12 of the US Treasury FAQ from July 19, 2021

Ensuring reliable and dedicated broadband access to City facilities is critical to the operation of our public water and sewer utility system. The data will also be used to look for areas that need private or public investment in broadband to support economic development.

2. Cybersecurity planning, improvements, and training -- \$62,000
 - a. Development of a cybersecurity emergency response plan and associated training program. Address network or system weaknesses identified in upcoming State Auditor's Office Cybersecurity audit/penetration testing.
 - i. Analysis: "...consistent with the CWSRF and DWSRF, Fiscal Recovery Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works."²¹

Ensuring safe and reliable access to the city's public water and sewer utilities is imperative. The increase in cyber attacks on municipal utilities is increasing and is widespread. While the City has taken many steps over the years to protect this infrastructure, additional response planning and training, in conjunction with an outside audit and penetration testing to identify vulnerabilities will only strengthen our security measures.

3. Bill Heath Sports Complex Restrooms -- \$20,000
 - a. Refurbishment of the existing inoperable restroom facilities by installing no-touch fixtures and security/access improvements.
 - i. Analysis: "There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule's framework. For example, investments in parks, public plazas, and other public outdoor

²¹ US Treasury Interim Final Rule, Section II.D.1 *Investments in Infrastructure-Water and Sewer Infrastructure*

recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s] to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.”²²

The City does not have any Qualifying Census Tracts (QCTs), therefore the analysis is based on promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19. The 11-acre Bill Heath Sports Complex includes two multi-use sports fields, basketball courts, volleyball courts, tennis courts, play structures and a skate park. City parks have been heavily used by the community as outdoor recreation and socialization areas. The sports complex is heavily used by the community due to the wide variety of sports courts/fields, including as a practice and competition facility for nearby Sumner High School.

The park has historically been served by multiple portable restrooms that are provided by the City and the Sumner Bonney Lake School District. Due to ongoing vandalism and narcotics use, the city experienced additional costs to maintain and replace the portable restrooms. Ultimately the portable restrooms have had to be removed, leaving no restroom or handwashing facilities. Refurbishment of the existing inoperable restroom facilities by installing no-touch fixtures and security/access improvements will support outdoor recreation and use of the park facilities.

²² Section 2.18 of the US Treasury FAQ from July 19, 2021

SUBJECT: Alder Kincaid Utility Improvements – Consultant Services Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$205,630

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment with Scope & Fee

STAFF CONTACT: Michael Kosa, City Engineer, Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City of Sumner has previously contracted with BCRA for the design of utility improvements in the downtown area generally bounded by Main Street, Ryan Avenue, Park Street, and Cherry Avenue. The City has also completed a Main Street Visioning Study with conceptual improvements in areas that would be within this project boundary. Staff has identified the possibility that the Main Street Visioning improvements could be constructed efficiently and expeditiously by incorporating them into the Alder Kincaid improvements project.

This contract supplement would authorize BCRA to incorporate the Main Street Visioning improvements planned within the Kincaid Avenue and Cherry Avenue right of way into the Alder Kincaid Utility Improvement project..

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to BCRA's Consultant Services Contract for the Alder Kincaid Utilities Improvements Project (CIP 19-05), increasing the contract amount by \$205,630 to a total authorized amount not-to-exceed \$512,995.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **BCRA**

CONTRACT NAME & PROJECT NUMBER: **Alder and Kincaid Utilities (CIP 19-05)**

ORIGINAL AGREEMENT DATE: **November 14, 2019**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$24,930.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$282,435.00
Current Contract Amount <i>including all previous amendments</i>	\$307,365.00

Current Amendment Sum	\$205,630.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$512,995.00

Original Time for Completion (insert date)	12/31/2020
Revised Time for Completion under prior Amendments (insert date)	12/31/2022
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

In accordance with Section XIII E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

EXHIBIT A SCOPE OF WORK AND COMPENSATION

City of Sumner Alder and Kincaid Utility Improvements

PROJECT DESCRIPTION

BCRA will provide engineering design services, as described in this Scope of Services, to the City of Sumner for the design of improvements to Cherry Avenue and Kincaid Avenue between Main Street and Maple Street as well as Heritage Park in the Town Center Area. The design of these areas will be included in the previously prepared Alder and Kincaid Utility Improvements construction packages and will be bid and constructed as a part of the larger project. Surveying will be completed to support the design work.

SCOPE OF SERVICES

Phase 01 – Project Management

Task C2 – Project Management

The following activities will be performed:

1. Prepare subconsultant agreements and manage subconsultants.
2. Monitor and control scope, schedule, and budget.
3. Prepare monthly invoices and progress reports.

Meetings:

- *None anticipated*

Assumptions:

- *Contract administration will occur throughout the design phases of the project*

Deliverables:

- *Executed contract amendment (pdf)*
- *Monthly invoices and progress reports (pdf)*

Phase 02 – Survey

Task XS2 – Survey

BCRA will contract with Lanktree Land Surveying for utility locating, topographic, and boundary survey.

1. **Boundary Survey:** Lanktree Land Surveying, Inc. will complete a Boundary Survey of the property based on a title report provided by owner. The Boundary Survey will be based on NAD83 horizontal datum, as required by the primary reviewing jurisdiction. Lanktree Land Surveying, Inc. will plot easements according to the title report. Lanktree Land Surveying, Inc. will survey and map any observable perimeter occupational indicators. For the purposes of this survey it is assumed that access has been arranged with appropriate parties.
2. **Additional Topographic Survey:** Lanktree Land Surveying, Inc. will survey the topography and observable improvements on the on-site property and other areas all as outlined on “Survey Exhibit” included with this Scope. Lanktree Land Surveying, Inc. will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic

Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 2-foot contour interval in sufficient detail for the engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, above ground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. Items outside area outlined on above referenced Survey Exhibit, shall be assumed to be unchanged from previous Survey. The topographic survey will be prepared in AutoCAD format and a hard copy provided.

3. Utility Locates: Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Phase 10 – Main Street Visioning Concept

Task C1 – Civil Design

The following activities will be performed:

1. Review results from UW Tacoma Main Street Visioning capstone project and City comments related to the Main Street Visioning concepts.
2. Develop a phasing plan to incorporate the following phases of work:
 - a. Roadway improvements for Kincaid Ave between Main Street and Maple Street
 - b. Roadway improvements for Cherry Ave between Main Street and Maple Street
 - c. Alleyway improvements for the alley between Kincaid Ave and Alder Ave south of Main Street.
 - d. Heritage Park hardscape and landscape improvements excluding, but compatible with, building improvements for the southeast corner of the park
3. Participate in design charette.
4. Attend two public meetings.
5. Advance concept design and prepare 15% design plans for each phase listed above including:
 - a. Site Plan Sheet (2)
 - b. Roadway Sections (1 sheet)
 - c. Preliminary Details (1 sheet)
6. Prepare Engineer's Cost Estimate based on the 15% design.
7. Perform independent technical review (ITR) of 15% design documents and revise documents to address comments.
8. Prepare exhibit showing potential impacts to franchise utilities and send to utility purveyors for review.
9. Meet with City of Sumner staff to review 15% design.
10. Prepare meeting notes detailing City comment on 15% design.

Task L1 – Landscape Architecture

The following activities will be performed:

1. Lead design charrette with City of Sumner staff to develop park and streetscape concept.
2. Attend two public meetings.
3. Advance concept design and prepare 15% design plans for each phase listed in Phase 10 Task C1 including:
 - a. Conceptual Materials, Layout, and Planting Plans (2 sheets)
 - b. Preliminary Details (1 sheet)
 - c. Perspective Rendering (2 sheets)

- d. Illustrative Sections (1 sheet)
4. Prepare landscape architecture portions of Engineer's Cost Estimate based on the 15% design.
5. Revise documents to address comments from ITR.

Meetings:

- (1) Virtual meeting with City of Sumner during design to review progress
- (1) Virtual meeting with City of Sumner to review the 15% design
- (1) Virtual or in-person design charrette with City of Sumner to develop park and streetscape concept.
- (1) Public meeting with project stake holders to elicit input of design concepts.
- (1) Public meeting with adjacent property owners and other City of Sumner residents to elicit input of design concepts.

Assumptions:

- Time is not included for changes to the project to account for planned franchise utility work or to coordinate utility relocations beyond sending utility impact exhibit to utility purveyors
- Duration of 15% Design phase will be 11 weeks, including time for survey, as shown on the project schedule.
- Design will be based on preliminary concept development designs produced as a part of the Main Street Visioning project dated June 2021.
- All plans will be on sheet size 22"x34" with plan view scale at 1" = 20'. Profiles will have a vertical scale of 1" = 5' and horizontal scale of 1" = 20'.

Deliverables:

- 15% Design Plan Sets (pdf)
- 15% Engineer's Cost Estimate (pdf)
- Meeting agendas and notes
- Copies of ITR/QC report will be available upon request

Phase 30 – 90% Design

Task C2 – Civil Design

The following activities will be performed to develop the 90% design and prepare associated documents for the new work in Kincaid Ave and Cherry Ave as described in Phase 10 above:

1. Update design based on City of Sumner comments on the 15% design documents and prepare memo detailing how the comments were addressed and resolved.
2. Prepare 90% design plans including:
 - a. Horizontal Control Plans (1 sheets)
 - b. Site Preparation Plans (2 sheets)
 - c. Roadway Plan and Profile (2 sheets)
 - d. Roadway Sections (1 sheets)
 - e. Details (2 sheets)
 - f. Traffic Control Plans (1 sheets)
3. Meet with City of Sumner staff for 50% over the shoulder (OTS) review of the design
4. Revise the design in response to 50% OTS comments
5. Revise the previously prepared 90% special provisions.
6. Revise the previously prepared front end of specification for Construction Package 1.
7. Compile full specification package for review by City of Sumner.

8. Update Engineer's Cost Estimate based on the revised 90% design.
9. Perform ITR of 90% design and revise documents to address comments.
10. Update utility impact exhibits based on 90% design and send to utility purveyors for review.
11. Meet with City of Sumner staff to review 90% design.
12. Prepare meeting notes detailing City comment on 90% design.

Task L1 – Landscape Architecture

The following activities will be performed to develop the 90% design and prepare associated documents:

1. Update design based on City of Sumner comments on the 15% design documents.
2. Prepare 90% design plans for each construction package including:
 - a. Roadway Materials and Layout Plan (2 sheets)
 - b. Roadway Planting Plan (2 sheets)
 - c. Irrigation Plan (2 sheets)
 - d. Details (2 sheets)
3. Meet with City of Sumner staff for 50% OTS review of the design
4. Revise the design in response to 50% OTS comments
5. Prepare 90% special provisions for landscape architecture portions of the work.
6. Update landscape architecture portions of the Engineer's Cost Estimate based on the revised 90% design.
7. Revise documents to address ITR comments.
8. Meet with City of Sumner staff to review 90% design.

Meetings:

- (1) Over the shoulder (OTS) meeting to review the design at or around 50%
- (1) Meeting with City of Sumner to review the 90% design.

Assumptions:

- Duration of 90% Design phase will be 14 weeks from the receipt of the 50% comments from the City of Sumner, as shown on the project schedule
- Comments will not change design substantially from the design shown on the 15% design
- Work advanced beyond 15% will include the Kincaid Avenue and Cherry Avenue and will not include the Alleyway between Kincaid Avenue and Alder Avenue or Heritage Park.

Deliverables:

- 50% Comment Response Memo (pdf)
- 90% Design Plan Sets (pdf)
- 90% Engineer's Cost Estimate (pdf)
- 90% Specification for Construction Package 1 (pdf)
- Meeting agendas and notes
- Copies of ITR/QC report will be available upon request

Phase 40 – Final PS&E

Task C3 – Civil Design – Const. Package 1

The following activities will be performed to advance the new work in Kincaid Ave and Cherry Ave within Construction Package 1, as described in Phase 10 of this Scope, to a 100% level:

1. Update design based on City of Sumner comments on the 90% design documents and prepare memo detailing how the comments were addressed and resolved.

2. Prepare 100% plans based on updated design.
3. Prepare 100% specification package for Construction Package 1 based on comments received on 90% documents.
4. Update Engineer's Cost Estimate for Construction Package 1 of the project based on 100% design.
5. Perform ITR of 100% design and revise documents to address comments.

Task L1 – Landscape Architecture – Const. Package 1

The following activities will be performed to advance the new work in Kincaid Ave and Cherry Ave within Construction Package 1, as described in Phase 10 of this Scope, to a 100% level:

1. Update design based on City of Sumner comments on the 90% design documents.
2. Prepare 100% plans based on updated design.
3. Prepare the landscape architecture portion of the 100% specification package for Construction Package 1 based on comments received on 90% documents.
4. Update the landscape architecture portion of the Engineer's Cost Estimate for Construction Package 1 of the project based on 100% design.
5. Revise documents to address ITR comments.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of Final PS&E phase will be two weeks from the receipt of the 90% comments from the City of Sumner, as shown on the project schedule*
- *Client will provide final approval of all documents*
- *Construction Package 1 is anticipated to have a bid advertisement in early 2022*
- *The scope items listed above are assumed to be performed in addition to the scope items included in Tasks C1 and C2 of the same phase*

Deliverables:

- *90% Comment Response Memo (pdf)*
- *Copies of ITR/QC report will be available upon request*
- *Construction Package 1 Final PS&E for advertisement (pdf and 1 full-size, unbound copy)*
- *AutoCAD design files for City's records*

Phase 45 – Bidding

Task C3 – Civil Design – Const. Package 1

The following activities will be performed to support City of Sumner Staff during the bidding and contract award of the Kincaid Ave and Cherry Ave portion of the Construction Package 1 design described in Phase 10 of this Scope:

1. Respond to one bidder requests for information (RFIs).
2. Prepare up to one bid addendum in response to bidder questions.

Meetings:

- *See the meetings assumed for Phase 45 Tasks C1 and C2*

Assumptions:

- *Duration of bidding phase will be three weeks from bid advertisement, as shown on the project schedule.*

- *The scope items listed above are assumed to be performed in addition to the scope items included in Tasks C1 and C2 of the same phase.*

Deliverables:

- *Bid RFI Responses (pdf)*
- *Bid Addendum (pdf)*
- *See the deliverables assumed for Phase 45 Tasks C1 and C2*

Phase 80 – Management Reserve

Task C2 – Management Reserve

A total of \$18,000 has been included in the fee estimate for this project to accommodate unforeseen project changes or additional design effort not included in this Scope of Services. At the time additional services are required, BCRA will provide a detailed scope of work and fee estimate. BCRA will not proceed with the work until the City of Sumner has authorized the work and issued a notice to proceed.

PROJECT ASSUMPTIONS

1. Refer to the project assumptions for the Alder and Kincaid Utilities Improvements (19099.00.01) scope of work.

FEES

BCRA will bill for services on a monthly basis in accordance with the City of Sumner's Consultant Services Contract. Reimbursable expenses will be billed at actual cost incurred plus 10%. Hourly rates will increase \$5/hour each year beginning January 1, 2022.

Phase	Task	Fee
01 – Project Management	C2 – Project Management	\$6,600
02 – Survey	XS2 – Survey	\$23,650
10 – Main Street Visioning Concept	C1 – Civil Design	\$35,310
	L1 – Landscape Architecture	\$19,770
30 – 90% Design	C2 – Civil Design	\$56,595
	L1 – Landscape Architecture	\$22,785
40 – Final PS&E	C3 – Civil Design – Const. Package 1	\$13,275
	L1 – Landscape Architecture – Const. Package 1	\$5,890
45 - Bidding	C3 – Civil Design – Const. Package 1	\$3,255
80 – Management Reserve	C2 – Management Reserve	\$18,000
90 – Reimbursable Exp.		\$500
Total		\$205,630

CLOSING

Thank you for the opportunity to provide engineering support as you work to improve the pedestrian and vehicular experience within the Town Center and improve the community asset that is Heritage Park for the residents of the City of Sumner.

Sincerely,



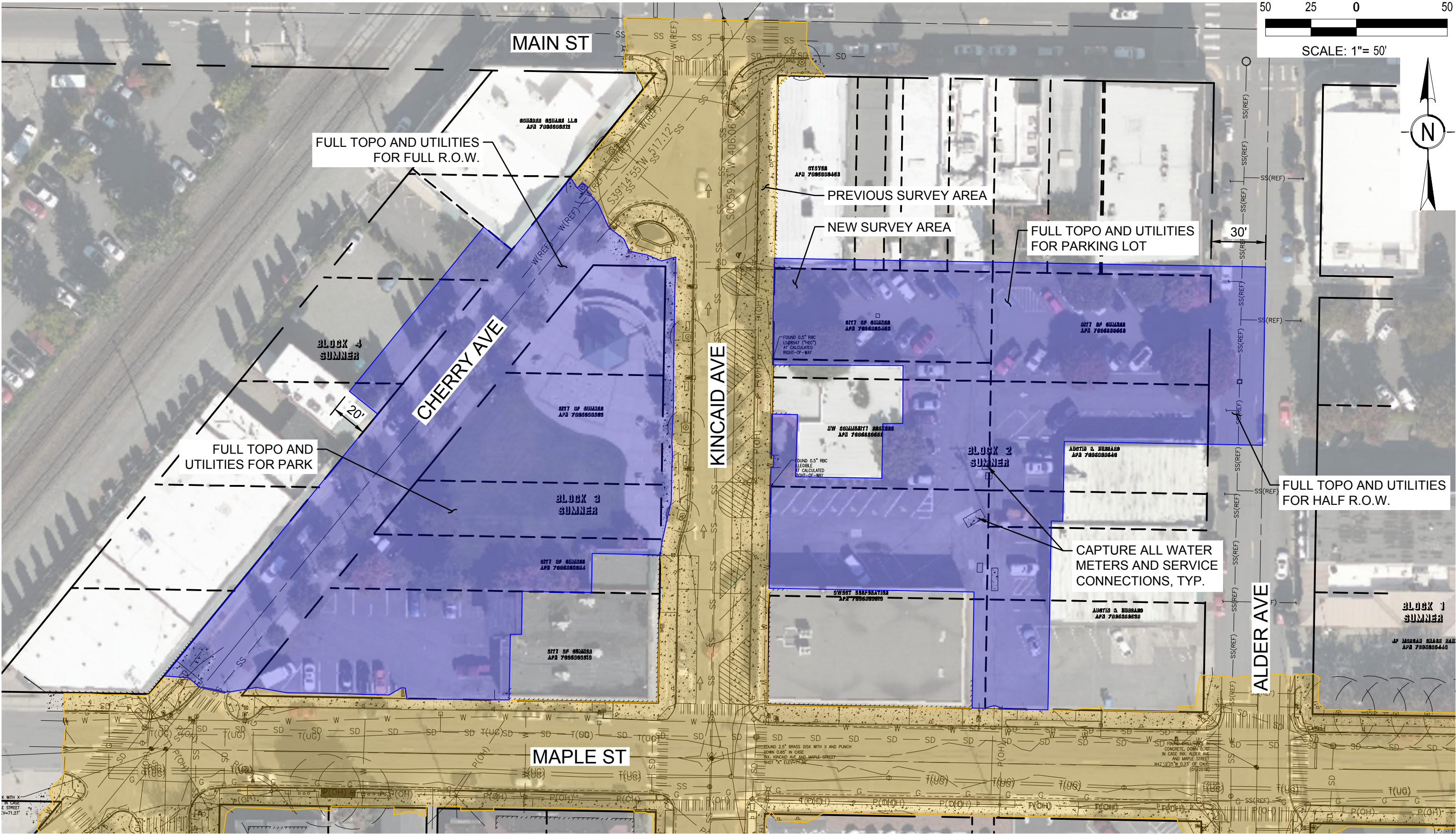
Andrew Cirillo, PE
Associate, Civil Engineer



Ben Dort, PE
Associate Principal, Civil Engineer

ALDER AND KINCAID UTILITY IMPROVEMENTS

SURVEY EXHIBIT



SUBJECT: Ordinance No. 2791 - Budget Amendment Authorized FTEs**CATEGORY:** Ordinance

BUDGET IMPACT:

Expenditure Required: \$174,526

Within Budget Allocation: Yes as amended

ATTACHMENTS:

1. Ordinance No. 2791

STAFF CONTACT: 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 human resource department 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 (\$300k) 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: Finance and Personnel Committee MEETING/STUDY SESSION DATE: 8/4/2021 COMMITTEE RECOMMENDATION: do-pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2791, amending the authorized FTE count in the 2021-22 biennial budget.

**ORDINANCE NO. 2791
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, AND ORDINANCE 2790, APPROVED AUGUST 16, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

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

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 16th day of August, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund		Revenues				Expenditures				Ending Fund
	Balance										Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>08/16/21</i>	<i>08/16/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>08/16/21</i>	<i>08/16/21</i>	<i>Revised</i>	
001 General	\$ 5,978,542	\$ 31,643,467	\$ 144,403	\$ 340,000	\$ -	\$ 31,919,065	575,345	\$ -	\$ 174,526	\$ 5,203,068.95	
002 General Fund Reserves	980,824	-	-	-	-	-	-	-	-	980,824	
003 Building Reserves	475,000	200,000	-	-	-	80,000	150,000	-	-	445,000	
103 Complete Streets	241,851	-	-	-	-	200,000	41,654	-	-	197	
105 Drug Enforcement	63,457	-	-	-	-	4,500	-	-	-	58,957	
106 Hotel/Motel	273,747	215,000	-	-	-	106,245	-	-	-	382,502	
115 ARPA Funding	-	-	2,910,676	-	-	-	-	1,062,000	-	4,759,352	
200 Debt Service	2,570,000	527,200	-	-	-	520,000	-	-	-	2,577,200	
221 LID Guarantee	694,969	-	-	-	-	-	-	-	-	694,969	
302 Sidewalk	477,769	4,308,069	(320,000)	-	-	3,524,069	(320,000)	-	-	1,261,769	
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	-	326,000	-	-	2,367,200	
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	-	-	9,545	
310 Parks & Trails Capital Fund	544,740	1,237,500	461,000	-	-	1,237,500	461,000	-	-	544,740	
320 Street Capital Fund	826,206	6,709,520	600,000	-	-	7,679,245	-	-	-	1,056,481	
325 Facilities Capital Fund	183,773	26,200,000	150,000	-	-	15,700,000	150,000	-	-	10,683,773	
401 Water	13,477,844	11,104,747	-	-	-	15,719,366	88,156	-	-	8,754,912	
402 Wastewater	20,996,349	15,706,582	-	-	-	18,404,296	196,108	-	-	17,976,418	
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	-	-	1,729,536	
408 Stormwater	14,788,274	14,201,134	-	-	-	18,573,507	213,055	-	-	9,989,791	
410 Cemetery Operations	31,493	1,352,800	-	-	-	1,358,895	-	-	-	25,398	
415 Cemetery Development	-	-	-	-	-	-	-	-	-	-	
440 Animal Control	12,239	1,496,319	-	-	-	1,460,055	-	-	-	48,503	
501 Unemployment Insurance	43,989	-	-	-	-	3,055	-	-	-	40,934	
550 Fleet Management	6,261	1,251,664	-	-	-	1,251,660	-	-	-	6,265	
551 Information Technology	273,009	2,385,042	28,000	-	3,200	2,385,040	11,600	-	3,200	289,411	
555 Equipment Reserve	1,013,749	1,297,245	168,000	-	-	790,000	226,000	-	-	1,462,994	
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	-	-	1,532,385	
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	-	-	25,649	
605 Development Impact Fees	7,026,351	700,000	-	-	-	3,397,200	135,000	-	-	4,194,151	
611 Firemen's Pension	11,832	160,000	-	-	-	160,000	-	-	-	11,832	
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 4,142,079	\$ 340,000	\$ 3,200	\$ 124,473,699	\$ 2,253,918	\$ 1,062,000	\$ 177,726	\$ 77,113,758	

AUGUST 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	4	5	6	7
6:00PM Regular Council Meeting (Virtual)	4:00PM Public Works Committee (Virtual) 6:00PM American Rescue Plan Act Committee (Virtual)	5:30PM Finance Committee (Virtual)	6:00PM Planning Commission (Virtual)		
9	10	11	12	13	14
6:00PM Study Session (Virtual)		CANCELLED 6:30PM Design Commission (Virtual)	4:30PM Forestry/Parks Commission (Virtual)		
16	17	18	19	20	21
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)	6:00PM Study Session Planning Commission (Virtual)		
23	24	25	26	27	28
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Cultural Arts Commission (Virtual)		
30	31				

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
1104 Maple Street
Sumner, Washington 98390
Ph: (253) 299-5500 Fax: (253) 299-5509
Website: **www.sumnerwa.gov**