



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/89975484817>

Or One tap mobile : +12532158782,,89975484817# or +16699006833,,89975484817#

Or Telephone: +1 253 215 8782

Webinar ID: 899 7548 4817

CALL TO ORDER

Pledge of Allegiance

Invocation - Chere Jewitt

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

PROCLAMATION

1. Domestic Violence Awareness Month
2. Healthcare Heroes

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 the minutes from the regular council meeting of September 20, 2021, the September 27, 2021 study session and the special meeting of September 27, 2021.
2. Diversity Equity and Inclusion Training Consultant Agreement
3. Approval of checks and electronic payments in the amount of \$2,151,466.89.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the Legal Services Coordinator, noelc@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 City Hall at 253-863-8300 with any questions.
3. **New Business**

- a. Murrey's Disposal Agreement Amendment

4. **Reports**

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

5. **Executive Session** - For the purpose of discussing with legal counsel labor negotiations, pursuant to RCW 42.30.140(4).

- a. 2021-2023 Collective Bargaining Agreement Police Guild representing Commissioned Employees
- b. Ordinance No. 2795 - 2021 Compensation Schedule Amendment

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.

SUBJECT: Domestic Violence Awareness Month

CATEGORY: Proclamation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Proclamation
-

STAFF CONTACT:

SUMMARY BACKGROUND:

Domestic Violence Awareness Month is a time for all of us to speak up about domestic violence, raise awareness, and support survivors of this devastating but common issue. This event was first observed in October 1981 as a National Day of Unity started by the National Coalition Against Domestic Violence.

Tonight, Sumner will declare October as Domestic Violence Awareness Month. Joining us to accept this proclamation and share a short presentation are Tonya Tunnell-Thornhill, Executive Director and staff of Exodus Housing.

Exodus Housing is a nonprofit agency that was founded in 1994, by a Sumner businessperson and a retired Lutheran minister. Their vision was to start a transitional housing program to help meet the growing needs of families who were homeless in East Pierce County. Time and changes in funding have led them to serve low income households who are actively fleeing, or attempting to flee from domestic violence in our rapid rehousing program. Exodus Housing is an important part of East Pierce county. Several of our past councilmembers/staff have served on their board and currently City Attorney Andrea Marquez and Chissanda Walker, Assistant Planner are board members.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:



PROCLAMATION
Recognizing Domestic Violence Awareness Month

WHEREAS, domestic violence is a confrontation between family or household members involving physical harm, harassment, sexual assault, threats of physical harm, and stalking; and

WHEREAS, domestic violence is a crime that affects men, women, children, families, neighborhoods, and communities; and

WHEREAS, on average 1 in 3 women and 1 in 4 men in the US will experience domestic violence by an intimate partner during their lifetime; and

WHEREAS, according to the National Domestic Violence Hotline calls for domestic violence assistance were up in 2020, due to the added stress, isolation, financial strain, and increased proximity to their abusers caused by the Covid-19 pandemic; and

WHEREAS, children who grow up in violent homes are likely to also be abused or neglected and are more prone to domestic violence as adults; and

WHEREAS, through its legal department, the City helps support victims and develop safety plans as well as prosecute crimes related to domestic violence to hold perpetrators accountable for their actions; and

WHEREAS, the City of Sumner believes that our community, including every residence, should be a place of safety for all individuals.

NOW, THEREFORE, be it proclaimed that City of Sumner once again declares October as Domestic Violence Awareness Month and encourages all citizens to actively stand against domestic violence in our community.

Dated this 4th day of October 2021.

William L. Pugh, Mayor



PROCLAMATION ***Health Care Heroes Month***

WHEREAS, many have chosen the healthcare profession as their calling, serving patients with expertise and compassion; and

WHEREAS, our nation is deep in the second year of one of the worst pandemics in its history as a result of COVID-19; and

WHEREAS, physicians, nurses, EMTs and others who work in healthcare are dedicated to relieving pain and suffering, even while risking their own lives and the well-being of their families; and

WHEREAS, we all rely on the knowledge, service and compassion of our healthcare workers to assist us when we struggle with COVID-19, cancer, leukemia, MS, dementia, flu, and the many, many other health challenges we all face throughout our lives

NOW, THEREFORE, BE IT RESOLVED, that the City of Sumner joins other regional jurisdictions in declaring October 2021 as “Health Care Heroes Month”; we urge everyone to join us in offering heartfelt support for our healthcare workers. Two good options are donating to MultiCare Foundation through Sumner’s own Come Walk With Me or donate to Toscano’s effort to feed local healthcare professionals.

Dated this 4th day of October 2021

Mayor William L. Pugh
City of Sumner

SUBJECT: Approval of the minutes from the regular council meeting of September 20, 2021, the September 27, 2021 study session and the special meeting of September 27, 2021.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. September 20, 2021 Regular Meeting Minutes
2. September 27, 2021 Study Session Minutes
3. September 27, 2021 Special Council Meeting Minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

pass as written

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as written.

CITY OF SUMNER
Council Meeting
Minutes – September 20, 2021

CALL TO ORDER

The Sumner City Council met in regular session at 6:01pm, 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, Communications Director Carmen Palmer, Community Development Director Ryan Windish, Human Resources Manager Adrienne McNeilly, Public Works Director Mike Dahlem, Administrative Services Director Jeff Steffens, Police Chief Brad Moericke, City Engineer Michael Kosa, Associate City Engineer Joe Fessler and City Clerk Michelle Converse.

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

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

PASSED BY VOICE VOTE.

CONSENT AGENDA

COUNCILMEMBER NEUMAN REMOVED ITEM 5 (PSE AGREEMENTS FOR WHITE RIVER PROJECT) FROM THE CONSENT AGENDA, NOTING THAT SHE DOES CONTRACT WORK FOR PSE AND WANTS TO AVOID ANY PERCEIVED CONFLICT OF INTEREST; THEREFORE, SHE WILL RECUSE HERSELF FROM ANY PSE MATTERS BEFORE THE CITY COUNCIL.

MOVED BY HAYDEN, SECONDED BY REED TO APPROVE THE CONSENT AGENDA NUMBERS 1-4.

PASSED BY VOICE VOTE.

MOVED BY HAYDEN, SECONDED BY HAMILTON TO APPROVE CONSENT AGENDA ITEM #5, PSE AGREEMENTS – WHITE RIVER RESTORATION. SECONDED BY HAMILTON.

PASSED BY VOICE VOTE.

1. Approval of the minutes from the September 7, 2021, regular council meeting and September 13, 2021, study session.
2. Approval of checks and electronic payments in the amount of \$839,227.42.
3. Resolution No. 1595 – Setting Public Hearing Date for Sumner High School Right of Way Vacation.
4. Resolution No. 1596 – Authorizing Houston Road Annexation Petition to be Circulated.
5. PSE Agreements – White River Restoration

PUBLIC HEARING

There was none tonight.

UNFINISHED BUSINESS

There was none tonight.

PUBLIC COMMENT

There was no public comment tonight.

NEW BUSINESS

Ordinance No. 2792 – Juneteenth Holiday

MOVED BY REED SECONDED BY NEUMAN TO APPROVE ORDINANCE NO 2792 - ADDING JUNETEENTH TO THE LIST OF RECOGNIZED PAID HOLIDAYS FOR NON-REPRESENTED STAFF BEGINNING IN 2022.

Human Resource Manager Adrienne McNeilly addressed the council.

Juneteenth – also known as Emancipation Day and Freedom Day commemorates when the last enslaved African Americans learned they were free in 1865 in Galveston, Texas, where Union soldiers brought them the news two years after the Emancipation proclamation.

Juneteenth has recently been recognized by President Biden as a paid federal holiday and Washington Governor, Jay Inslee, has signed House Bill 1016 making Juneteenth a paid holiday for state employees beginning in 2022. If approved, this ordinance would add Juneteenth to the list of recognized paid holidays for non-represented staff beginning in 2022.

PASSED BY VOICE VOTE.

Ordinance No. 2793 – Chapter 10.20 Speed Code Updates

MOVED BY HAYDEN SECONDED BY NEUMAN TO A MOTION TO ADOPT ORDINANCE NO. 2793, REVISING SECTIONS OF CHAPTER 10.20 , SUBSTANTIALLY IN THE FORM AS APPROVED BY THE CITY ATTORNEY.

City Engineer Michael Kosa addressed the council.

The Public Works department, through the use of a design consultant, completed a study related to traffic calming in June 2021. During that study, it was identified that some speed limits identified in the city code are inconsistent with RCW 46.61.415 which establishes a minimum 20 miles-per-hour speed limit for city roadways.

This ordinance revises the city code to eliminate 15 mile-per-hour speed limits in the city code and delete other identified speed limit revisions that do not match field conditions or are not otherwise appropriate.

Additionally, it was identified in section 10.20.040 that speed limits may be designated by the Director of Public Works. The Municipal Research and Services Center of Washington (MRSC) recommends all speed limits be designated by council action and codified. This code revision deletes language authorizing the Director of Public Works to designate speed limits.

Finally, the school zone speed limit code section was reviewed and revised based on correspondence with the Sumner-Bonney Lake School District (SBLSD) to be consistent with SBLSD operational hours and usage.

PASSED BY VOICE VOTE.

COUNCIL REPORTS

Councilmembers Bitetto, Brown, Hamilton, Hayden and Reed had no report tonight.

Councilmember Neuman thanked Public Works shop staff for clearing debris on the trails from the windstorm.

CITY ADMINISTRATOR

City Administrator Wilson reported on the following:

Upcoming Policy Issues:

- Next Week's Study Session
 - Murrey's Disposal Agreement
 - Emergency and Transitional Housing Zoning Code Updates
- Special Council Meeting on September 27th at 7:15 (after SS)
 - Ordinance adopting Emergency and Transitional Housing Zoning Code Updates
- Next Regular Council Meeting on October 4th:
 - Murrey's Disposal Agreement
 - Approval of a Collective Bargaining Agreement with the Police Guild
 - Ordinance amending the 2021 compensation schedule

Significant Development Activity:

- The City issued the site development permit for the Sumner High School Modernization Project. The building permit is soon to follow. Groundbreaking will occur on Thursday.
- Triad Machinery broke ground about a week ago.
- Bridges Restaurant (Cannery Way just west of bridge) is scheduled to break ground in the next couple of weeks.

Miscellaneous:

- In response to the increased community spread of Covid-19, and to protect our staff, the Mayor adjusted the in person availability hours at City Hall effective today. The public can receive in person services at City Hall Monday, Tuesday and Thursday from 9-4. Remote staff contact will continue to be available Monday-Friday 7:30-5:30—and many services are available 24/7.

MAYOR REPORT

Mayor Pugh received an email from South Sound Housing Affordability Partners (SSHAP) asking for suggestions for board members. Mayor Pugh spoke with Councilmember Neuman, and she has volunteered to do serve. He also thanked the Shops crews for cleaning up after the windstorm.

EXECUTIVE SESSION

There was none tonight.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 7:00pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

SUMNER CITY COUNCIL
Minutes – Study Session
September 27, 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 6:01pm.

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

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Development Services Director Doug Beagle, Public Works Director Mike Dahlem, Deputy City Attorney Maili Barber and Community Development Director Ryan Windish

REGULAR BUSINESS

1. Murrey's Disposal Agreement Amendment
2. Ordinance No. 2794 - Emergency and Transitional Housing Regulations

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 6:56pm.

ATTEST:

City Clerk Michelle Converse, CMC

Mayor William L. Pugh

**CITY OF SUMNER
Special Council Meeting
Minutes – September 27, 2021**

CALL TO ORDER

The Sumner City Council met in special session at 7:16pm, 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, Development Services Director Doug Beagle, Deputy City Attorney Maili Barber, Administrative Services Director Jeff Steffens, and City Clerk Michelle Converse.

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

SPECIAL COUNCIL BUSINESS

Ordinance No. 2794 – Emergency and Transitional Housing Zoning Code Updates (ESSHB 1220)

MOVED BY HAYDEN SECONDED BY NEUMAN TO APPROVE ORDINANCE NO. 2794 ADOPTING AMENDMENTS RELATED TO EMERGENCY AND TRANSITIONAL HOUSING AS REQUIRED BY ESSHB 1220.

Community Development Director Ryan Windish addressed the Council.

In April 2021 the State legislature passed new legislation related to emergency housing, Engrossed Second Substitute House Bill 1220 (ESSHB 1220). ESSHB 1220 requires local jurisdictions to adopt regulations to allow emergency housing and emergency shelters. The legislation requires that four types of housing be allowed; the types of housing units and the zones where they are to be allowed are as follows:

- Permanent supportive housing - to be allowed in residential and hotel zones
- Transitional housing - to be allowed in residential and hotel zones
- Indoor emergency shelters - to be allowed in hotel zones
- Indoor emergency housing - to be allowed in hotel zones.

In addition, the legislation allows jurisdictions to “adopt reasonable occupancy, spacing, and intensity of use requirements.” For example, jurisdictions may limit the number of beds or density, require a minimum distance between shelters, or require compliance with development standards. The standards cannot be so restrictive as to preclude the siting of these facilities. Staff is proposing updates to the Sumner zoning code that include updated definitions and allowances for these facilities in the required zones.

This state has established a deadline of September 30, 2021, for jurisdictions to update their regulations to allow these new types of housing facilities.

Discussion ensued. Staff explained to Council that in order for this ordinance to take effect immediately,

and prior to the state mandated deadline of September 30th, a super majority vote was required.

PASSED UNANIMOUSLY BY VOICE VOTE.

ADJOURNMENT

With no further business before the Council, the Mayor adjourned the meeting at 7:26pm. Councilmembers concurred.

ATTEST:

William L. Pugh, Mayor

Michelle Converse, CMC City Clerk

DRAFT

SUBJECT: Diversity Equity and Inclusion Training Consultant Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$50,000

Within Budget Allocation: No, \$30,000 unbudgeted

ATTACHMENTS:

1. Cross-Cultural Dynamics Contract
2. Final Scope of Work Cross-Cultural Dynamics

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

The City of Sumner Diversity, Equity, and Inclusion Committee has committed to advocating and promoting equality and diversity within the organization. A DEI Training Program is one tool among many that will provide City employees with an opportunity to recognize, respect and value the differences that lead to innovative approaches to their work and promote diverse thoughts. As an objective, the Committee has engaged in the recruitment of training services to provide DEI Training services. The Committee reviewed thirteen (13) proposals from consultant firms with expertise in providing DEI Awareness Training as well as professional consulting services in the area of DEI training program development. Staff will be introducing the selected consulting firm, Cross Cultural Dynamics (CCD), during the study session.

The City had budgeted \$20,000 for this training. All responses to the RFQ exceeded the allocated budget. The current scope of work with CCD is \$36,875 but it does not include training for our commissioned police staff. The Chief of Police is finalizing the commissioned officer training scope of work. Staff anticipates having a final scope of work and revised cost for services prior to final council approval. The final costs are anticipated to be under \$50,000. The additional \$30,000 would be covered by General Fund balance.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 9/13/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to enter into a contract not to exceed \$50,000, with Cross Cultural Dynamics for city-wide DEI training.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Cross-Cultural Dynamics, LLC

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Cross-Cultural Dynamics, LLC, organized under the laws of the State of Arizona, located and doing business at 2266 S Dobson Rd., Suite 200, Mesa, AZ 85202, 602-578-5670, Dr. Jeff McGee (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A. Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by September 30, 2022.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed **\$36,875.00** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

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

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>William Pugh</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ City Clerk _____ City Attorney _____ DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Dr. Jeff McGee Cross-Cultural Dynamics, LLC 2266 S Dobson Rd., Suite 200 Mesa, AZ 85202 602-578-5670	NOTICES TO BE SENT TO: CITY OF SUMNER: Andria Swann, Pretreatment Coordinator City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5713 AndriaS@sumnerwa.gov

EXHIBIT A

Cohort Model

Year 2021-22													
		Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	July-22	Aug-22	Sept-22
Phase I: DEI Awareness Training													
Cohort 1 – City Hall/Field (38 Participants) Oct 2021 – Jan 2022													
Session I: Cultural Awareness and Inclusion													
Session II: Implicit/Unconscious Bias – how it shows up and how to recognize it and Micro-Aggressions – how to recognize them and not to respond when encountering them.													
Session III: How to Start to Undo Bias													
Session IV: Systemic Racism – what is it and how to recognize it													
Cohort 2 – City Hall/Field (39 Participants) Oct 2021 – Jan 2022													
Session I: Cultural Awareness and Inclusion													
Session II: Implicit/Unconscious Bias – how it shows up and how to recognize it and Micro-Aggressions – how to recognize them and not to respond when encountering them.													
Session III: How to Start to Undo Bias													
Session IV: Systemic Racism – what is it and how to recognize it													

Cohort 3 – Directors/Field Supervisors (Nov 2021 – Mar 2022)

Session I: Cultural Awareness and Inclusion												
Session IV: Micro-Aggressions – how to recognize them and not to respond when encountering them.												
Session III: How to Start to Undo Bias												
Session IV: Systemic Racism – what is it and how to recognize it												

Cohort 4 – PD (TBD based on Strategy Session w/Chief and Deputy Chief)

Curriculum will be developed based on strategy session												
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Cohort 5 – Council (TBD in 2022)

Session I: Cultural Awareness and Inclusion												
Session II: Implicit/Unconscious Bias – how it shows up and how to recognize it and Micro-Aggressions – how to recognize them and not to respond when encountering them.												
Session III: How to Start to Undo Bias												

Phase II: DEI Training Program Development

Training Program Framework												
Implementation Best Practices												
Training Evaluation Guidance												

Year 2021-22

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	July-22	Aug-22	Sep-22
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Estimated Costs and cost methodology

Task	All-Inclusive Price	Cost Methodology
Cohort 1: City Hall/Field (38 Participants) Oct 2021 – Jan 2022	\$8,250 (4 sessions)	• Session Materials Development • 2 hours training session • 1 Consultant • 1 Assistant
Cohort 2: City Hall/Field (39 Participants) Nov 2021 – Feb 2022	\$8,250 (4 sessions)	Same as above
Cohort 3: Directors/Field Supervisors (Dec 2021 – Mar 2022)	\$8,250 (4 sessions)	Same as above
Cohort 4: PD (TBD based on Strategy Session w/Chief and Deputy Chief)	TBD	
Cohort 5 – Council (TBD in 2022)	\$4,125	
Total for Phase I	TBD (Based on PD)	
Task VI: Conducting Research to Identify and Define Community Issues (DEI Committee ONLY)	\$8,000	Figure is based on 10 hours per month
Total Price for Phase II	\$8,000	
Total Price for Phases I & II	TBD (Based on PD)	

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

Cross-Cultural Dynamics, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

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

(1) Minimum wages.

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

(ii)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

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

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

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

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

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

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

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Diversity, Equity and Inclusion (DEI) Training

FINAL SCOPE OF SERVICES

Cross Cultural Dynamics, LLC (CCD) will provide initial DEI Awareness Training as well as professional consulting services in the area of DEI training program development. DEI Awareness Training has been designed to increase understanding of individual, institutional, and structural discrimination, and how all levels of discrimination impact social conditions. As a second phase of this training effort, CCD will work with the City's DEI Committee to develop a DEI Training Toolkit.

Phase 1: DEI Awareness Training

Training will be delivered through an online platform as 2-hour training sessions. Each training session will be staffed by one CCD consultant as lead trainer and one CCD consultant as assistant trainer. Each training session will include a participation guide and links for additional resources related to the session topic. CCD will use a cohort-based learning approach to allow a collaborative learning experience. City employees will be assigned to a cohort and will advance through this training series together. The City Police Department training will be delivered as two, two-hour training sessions performed back-to-back for two cohorts determined by shift. City Elected Officials will participate in two two-hour training sessions. Training for will begin in October 2021. Elected Officials will participate in training in Q1 2022.

Session I: Cultural Awareness and Inclusion (Dr. Jeff McGee and Rory Gilbert)

Participants will engage in conversations related to understanding how to become more inclusive. They will explore concepts related to cultural understandings and Inclusive Leadership. This session builds from Task III and introduces how we can relearn using Loop Learning (Triple-loop learning) methods and how it can be a transformative approach to building inclusive practices.

Deliverable: Participants will utilize a model to understand and become empowered to be inclusive leaders in their work and communities.

Session II: Implicit/Unconscious Bias – how it shows up and how to recognize it (Rory Gilbert and Dr. Marcy Buehler) and Micro-Aggressions – how to recognize them and not to respond when encountering them.

Participants will learn and recognize the social impact of implicit bias. They will learn to identify and interrupt conscious and implicit bias and microaggressions, how the influence of bias may affect interactions and decision-making, and effective interpersonal approaches to minimize and begin exploring and addressing implicit biases.

Deliverable: Participants will walk away with a deeper understanding of explicit, implicit and confirmation bias. They will understand how worldview impacts their biases and how decision-making is done. They will engage in discussions on microaggressions and how to respond accordingly.

Session III: How to Start to Undo Bias (Rory Gilbert and Dr. Marcy Buehler)

In this session, participants will learn how to begin undoing implicit bias. They will be introduced to tools and models that will assist in the mitigation process. For example, understanding and practicing empathy in conversations is a way to begin undoing bias.

Deliverable: Participants will be equipped with knowledges and tools to begin mitigating biases.

Session IV: Systemic Racism – what is it and how to recognize it (Dr. Jeff McGee & Crystal Blackwell)

In this session, participants will engage in content related to systemic racism. We will explore the history of race, the concept of race, how “white” and “whiteness” were created, systemic racism, redlining, white supremacy, and more.

Deliverable: Participants will walk away with a deeper understanding of systemic racism, how it is perpetuated, how to recognize it, and what can be done to mitigate it.

Phase II: DEI Training Program Development

Session V: Conducting Research to Identify and Define Community Issues (DEI Committee ONLY) (Dr. Jeff McGee, Crystal Blackwell, & Rory Gilbert)

CCD will incorporate data, information, and recommendations developed during Phase I and best practices and scholarly research into the consultation of the DEI Training Toolkit. This will include the following, but not limited to:

- Training Program Framework – initial and continuous identification of DEI training needs with suggested and phased discussion topics.
 - Planning context to describe the motivation, the need for the project, and key strategies
 - Content development ideas
 - Total counts of participants
- Implementation Best Practices – initial, continuous and onboarding considerations
 - CCD will support the DEI Committee in the development and implementation of outcomes and goals. CCD will support the DEI Committee through various channels of communication including in-person visits (if applicable), email, phone, and virtual meeting sessions.
 - Strategic objectives and goals identified by DEI Committee
 - Recommendations and implementable action steps necessary to achieve the objectives, including the identification of priorities and benchmarks
- Training Evaluation Guidance – guidance on how to measure the efficacy of training.
 - CCD will assist in the implementation of DEI evaluations. By having a thorough understanding of the importance of evaluations, CCD will work with the DEI Committee to ensure that aspects of the work are utilizing evaluation methods.

- The evaluations will be used to determine effectiveness and if any necessary changes needed to be made thus having a strong implementation process is vital.

Deliverable: Consultation of developing a strong, DEI Training Toolkit.

SUBJECT: Approval of checks and electronic payments in the amount of \$2,151,466.89.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Council Meeting Report

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Checks and electronic payments.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Pass as stated.



CLAIMS VOUCHER
APPROVAL
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 26495	To: 26701	\$972,961.15 *
AP Electronic (EFTs) Payments:	From: 275	To: 283	\$315,395.96
AP Wire(s):	From: 15134	To: 15134	\$365.43
Payroll DD Numbers:	From: 49494	To: 49631, 4015	\$410,663.58
Payroll Check(s):	From: 46625	To: 46625	\$7,779.03
Payroll Wire(s):	From: 4012-4014,	To: 4016-4024	\$444,301.74
		TOTAL	\$2,151,466.89

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 \$2,151,466.89 this 20th day of September 2021.

Chair

Date

Member

Date

Member

Date

* Includes \$444.28 in Use Tax and (\$0.00) in Check Voids.

SUBJECT: Murrey's Disposal Agreement Amendment

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. First Amendment to the Amended and Restated Agreement with Murrey's Disposal

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City's service agreement with Murrey's Disposal is set to expire on February 28, 2022. The parties have proposed an amendment to the current agreement that would extend the termination agreement to February 28, 2032. Also proposed are some changes to the Billing/Customer Service section of the agreement. These proposed changes are relatively minor in nature and make some slight modifications to Murrey's billing and collection procedures, including giving them added authority to pursue payments on past due accounts.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 9/27/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute an amendment to the agreement with Murrey's Disposal.

FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT

This First Amendment to the Amended and Restated Agreement (the "First Amendment") is entered into this ____ day of _____, 2021, by and between Murrey's Disposal Company, Inc. (the "Contractor") and the City of Sumner (the "City").

RECITALS:

WHEREAS, the City and Contractor's predecessor-in-interest. entered into that certain Amended and Restated Agreement dated March 1, 2015 (the "Agreement") to provide collection, hauling, and disposal services garbage and recycle collection throughout the City (as such terms are defined in the Agreement);

WHEREAS, by that certain Assignment, Assumption and Amendment Agreement dated February 24, 2020, the Agreement was subsequently assigned by D.M. Disposal Co., Inc. to Contractor; and

WHEREAS, the City and the Contractor mutually desire to amend the existing Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. Upon execution of this First Amendment, the first sentence of Section 3 shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall commence on March 1, 2015 and shall expire on February 28, 2032 (the "Agreement Term")."

2. Billing / Customer Service. Effective as of _____, Section 9 of the Agreement shall be deleted and replaced with the following:

a) All billing for residential solid waste collection and recycling services within the City limits shall be performed by the Contractor every other month in accordance with the rates established in this Agreement. Billing for all other customers for solid waste collection and recycling services within the City limits shall be performed by the Contractor every month in accordance with the rates established in this Agreement.

b) The time period covered by the bill provided by the Contractor will be the present and prior month based on the date the bill is received by the customer. The time period covered will be stated in the bill. The charge for any special services not covered in Exhibit A will be determined by mutual agreement of the parties hereto.

c) The Contractor shall bill customers directly for solid waste and recyclables which exceed the customer's current subscribed level of service.

d) The Contractor shall provide billing services for solid waste and recyclables without proration for partial months. The minimum proration period shall be one month.

e) The types of services for which the customer is being charged will be clearly stated on the face of the bill provided by the Contractor. The bill will include a breakdown of charges for each type of service and applicable taxes.

f) The bills provided by the Contractor shall be due in accordance with guidelines established by the Contractor. If a bill remains unpaid after forty-five (45) calendar days from the bill date, a late notice shall be mailed to the customer and shall include a 1.5% penalty (minimum \$1.00). If the bill remains unpaid after sixty (60) calendar days from the date of the invoice, service will be terminated.

g) A fee of \$25.00 will apply to all customers stopped for non-payment to re-establish service, plus applicable taxes, if any.

h) A fee of \$25.00 will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.

i) A fee of \$25.00 shall be assessed for redelivery of carts/receptacles where the customer had requested suspension or termination of service or where the service was suspended for non-payment by customer.

j) Customers whose service is terminated and restarted within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Exhibit A. Upon restart of service, customers shall have the choice of paying a Receptacle redelivery fee in accordance with Exhibit A or customers may pick up their Receptacle(s) directly from Contractor at no charge.

k) All costs related to billing and bill collection incurred by Contractor will be paid by the Contractor.”

3. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

4. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

5. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

CITY OF SUMNER

MURREY'S DISPOSAL COMPANY, INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ATTEST

By: _____
Title: _____

ATTEST

By: _____
Title: _____

OCTOBER 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2
4	5	6	7	8	9
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)	4:30PM Forestry/Parks Commission (Virtual) 6:00PM Planning Commission (Virtual)		
11	12	13	14	15	16
6:00PM Study Session (Virtual)		CANCELLED 6:30PM Design Commission (Virtual)			
18	19	20	21	22	23
6:00PM Regular Council Meeting (Virtual)		5:00PM Public Safety (Virtual)			
25	26	27	28	29	30
6:00PM Study Session (Virtual)		5:00PM CD Committee (Virtual)	5:30PM Arts Commission (Virtual)		

*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**