

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, APRIL 09, 2024  
7:00 P.M.**

**COUNCIL CHAMBERS  
FIRCREST CITY HALL, 115 RAMSDELL STREET**

**Pg.#**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing \*9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Administration
  - B. Built Environment, Planning, and Building
  - C. Finance, Information Technology, and Facilities
  - D. Other Reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks 2
  - B. Approval of Minutes:
    - [March 12, 2024, Regular Meeting](#) 13
    - [March 18, 2024, Study Session](#) 17
    - [March 26, 2024, Regular Meeting](#) 18
- 11. PUBLIC HEARING 7:15 P.M.**
  - A. [To Receive Comments on the City's 2024 Stormwater Management Program Plan](#) 23
- 12. UNFINISHED BUSINESS**
  - A. [Ordinance: 2024 Budget Amendment #1 – 2<sup>nd</sup> Reading](#) 66
- 13. NEW BUSINESS**
  - A. [Resolution: Pierce County System Access & Use Agreement](#) 72
  - B. [Resolution: Sunnyside Jail Interlocal Agreement](#) 83
  - C. [Resolution: Electron Way/Contra Costa Ave. Project Grant Agreement](#) 100
  - D. [Resolution: Claremont Street Grind & Overlay Project Design Consultant Agreement](#) 138
  - E. [Resolution: Climate Planning Grant Agreement](#) 155
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**

To Discuss Labor Negotiations, pursuant to RCW 42.30.140(4)(b) & To Discuss Potential Litigation, pursuant to RCW 42.30.110 (1)(i)
- 16. ADJOURNMENT**

# ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32125	04/03/2024	04/09/2024	10588 AHBL, Inc.	2,012.18	P#78 Whittier Park Master Plan - Professional Services - 01/26/24-02/25/24
	594 76 63 01	Other Improvements - Parks	001 000 576 General Fund	2,012.18	P#78 Whittier Park Master Plan - Professional Services - 01/26/24-02/25/24
32055	03/26/2024	04/09/2024	3647 Agrishop, Inc	67.58	Oil for Parks Equipment
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	67.58	Oil for Parks Equipment
32083	03/28/2024	04/09/2024	6811 Alarm Works NW LLC	1,018.43	Fire & Burglar Alarm Monitoring - CH - 2024
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	1,018.43	Fire & Burglar Alarm Monitoring - CH - 2024
32084	03/28/2024	04/09/2024	6811 Alarm Works NW LLC	1,321.20	Fire & Burglar Alarm Monitoring - Pool - 2024
	576 20 48 00	Rep & Maint - Pool	001 000 576 General Fund	1,321.20	Fire & Burglar Alarm Monitoring - Pool - 2024
32085	03/28/2024	04/09/2024	6811 Alarm Works NW LLC	1,321.20	Fire & Burglar Alarm Monitoring - Rec - 2024
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	1,321.20	Fire & Burglar Alarm Monitoring - Rec - 2024
32086	03/28/2024	04/09/2024	6811 Alarm Works NW LLC	462.42	Alarm Monitoring Service PSB - Jan - Dec 2024
	518 30 48 04	Rep & Maint - PSB	001 000 518 General Fund	462.42	Alarm Monitoring Service PSB - Jan - Dec 2024
32087	03/28/2024	04/09/2024	6811 Alarm Works NW LLC	462.42	Alarm Monitoring Service PW - Jan - Dec 2024
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	462.42	Alarm Monitoring Service PW - Jan - Dec 2024
			Total Alarm Works NW LLC	4,585.67	
32048	03/25/2024	04/09/2024	10562 Amazon Capital Services	41.37	Earbud Set & Floppy Disk Reader
	514 23 35 00	Small Tools & Equip - Financ	001 000 514 General Fund	13.20	Earbud Headset (W Wells)
	518 81 35 00	Small Tools & Equip - I/S	001 000 518 General Fund	28.17	Floppy Disk Reader
32063	03/27/2024	04/09/2024	10562 Amazon Capital Services	81.73	Wellness, Central & Admin Office Supplies
	513 10 35 00	Small Tools & Equip - Admin	001 000 513 General Fund	35.08	Small Tools & Equip - Admin
	517 90 31 01	Oper Supplies - Wellness Prc	001 000 517 General Fund	34.66	Wellness Supplies - Oper
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	11.99	Office Supplies - Central
32094	03/29/2024	04/09/2024	10562 Amazon Capital Services	23.10	IPhone SE Case
	518 30 42 00	Communication - Fac/Equip	001 000 518 General Fund	23.10	IPhone SE Case

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			Total Amazon Capital Services	146.20	
32044	03/22/2024	04/09/2024	4218 BHC Consultants LLC	16,337.41	G22-03 Comprehensive Plan Update thru 12/31/23
	558 60 41 00 Prof Svcs - Planning		001 000 558 General Fund	16,337.41	G22-03 Comprehensive Plan Update thru 12/31/23
32047	03/25/2024	04/09/2024	10717 Best Price Sewer	660.00	Clear Sewer Line at 1037 Greenway Ave
	535 10 48 00 Rep & Maint - Sewer Admin		430 000 535 Sewer Fund (dep	660.00	Clear Sewer Line at 1037 Greenway Ave
32053	03/26/2024	04/09/2024	10589 Bugarin, Miguel	13.61	Gas Reimbursement (Chevron)
	548 65 31 08 Gas - Police		501 000 548 Equipment Rent	13.61	Gas Reimbursement (Cheveron)
32118	04/03/2024	04/09/2024	10718 Burns, Mykal	780.00	Youth Basketball League Referee 01/13/24-03/02/24
	571 10 31 06 Program Supplies - Youth		001 000 571 General Fund	780.00	Youth Basketball League Referee 01/13/24-03/02/24
32032	03/20/2024	04/09/2024	6018 Canon Financial Services Inc	159.81	Police Copier/Fax Rental - March 2024
	591 21 70 22 Lease Payments - Police		001 000 591 General Fund	159.81	Police Copier/Fax Rental - March 2024
32088	03/28/2024	04/09/2024	3555 Code Publishing Co	915.49	Web Update - Ordinances 1712, 1713, 1717-1722
	511 60 49 03 Codification Costs		001 000 511 General Fund	915.49	Web Update - Ordinances 1712, 1713, 1717-1722
32043	03/22/2024	04/09/2024	10296 CodePros, LLC	5,368.88	Building Official/Inspection Services - Jan-Feb 2024
	524 20 41 01 Bldg Inspec/Plan Review		001 000 524 General Fund	5,368.88	Building Official/Inspection Services - Jan-Feb 2024
32109	04/02/2024	04/09/2024	8188 Comcast Business Communications LLC	465.17	Internet Access Fee - April 2024
	518 81 42 00 Communication/Internet - I/		001 000 518 General Fund	465.17	Internet Access Fee - April 2024
32024	03/20/2024	04/09/2024	10330 Curtis, Angela	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
32126	04/03/2024	04/09/2024	9254 Doyle Printing Company	46.24	Business Cards - M Newman (Qty 500)
	558 60 31 00 Office & Oper Sup - Plannin		001 000 558 General Fund	46.24	Business Cards - M Newman (Qty 500)
32042	03/21/2024	04/09/2024	3611 Drain-Pro Inc	2,703.78	Alameda Storm Drain Cleaning
	535 50 48 00 Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (dep	2,703.78	Alameda Storm Drain Cleaning
32107	04/02/2024	04/09/2024	3611 Drain-Pro Inc	3,536.41	Alameda Storm Drain Cleaning

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535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	3,536.41	Alameda Storm Drain Cleaning
				6,240.19	
32028	03/20/2024	04/09/2024	3612 DrainTech Northwest, L.L.C.	852.17	City Mainline Clear Blockage @ 1037 Greenway Ave
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	852.17	City Mainline Clear Blockage @ 1037 Greenway Ave
32099	04/02/2024	04/09/2024	3612 DrainTech Northwest, L.L.C.	384.25	City Mainline Clear Blockage @ 1113 Princeton Street
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	384.25	City Mainline Clear Blockage @ 1113 Princeton Street
				1,236.42	
32098	04/02/2024	04/09/2024	4858 Ewing Irrigation Products Inc	25.75	Part for Chemical Line at Pool
576 20 31 04	Repair Supplies - Pool		001 000 576 General Fund	25.75	Part for Chemical Line at Pool
32062	03/27/2024	04/09/2024	3638 Fircrest Golf Club	1,366.81	Land Rental for Water Tank on Golf Course Property - April 2024
591 34 70 00	Lease Payments - Water Adr		425 000 591 Water Fund (de	1,366.81	Land Rental for Water Tank on Golf Course Property - April 2024
32108	04/02/2024	04/09/2024	3642 Flags A' Flying LLC	178.58	New Flags for PSB & Alice Peers
518 30 31 02	Oper Supplies - PSB Bldg		001 000 518 General Fund	89.29	New Flag - PSB
518 30 31 05	Oper Supplies - Parks Struct		001 000 518 General Fund	89.29	New Flag - Alice Peers
32050	03/25/2024	04/09/2024	71 Foley, Marilyn	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
32081	03/28/2024	04/09/2024	3668 Gray Lumber Company Inc	291.83	Posts for Alice Peers new Sign
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	291.83	Posts for Alice Peers new Sign
32033	03/21/2024	04/09/2024	6774 Greenleaf Landscaping 1 Inc	7,642.79	Monthly Landscape Service - March 2024
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,442.18	Monthly Landscape Service - March 2024
542 80 48 00	Street Tree Maintenance (co		101 000 542 City Street Fund	1,359.74	Monthly Landscape Service - March 2024
542 80 49 03	Beautification Services (cont		101 000 542 City Street Fund	2,840.87	Monthly Landscape Service - March 2024
32101	04/02/2024	04/09/2024	10305 Gunderson Law Office PLLC	12,000.00	City of Fircrest - March 2024

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515 41 41 03	City Prosecutor		001 000 515 General Fund	12,000.00	City of Fircrest - March 2024
32116	04/03/2024	04/09/2024	10720 Hawthorne, Malcolm	900.00	Youth Basketball League Referee 01/13/24-03/02/24
571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	900.00	Youth Basketball League Referee 01/13/24-03/02/24
32026	03/20/2024	04/09/2024	3692 Home Depot Credit Services	6.55	Drain Snake
518 30 31 00	Oper Supplies - Facilities		001 000 518 General Fund	6.55	Drain Snake
32089	03/28/2024	04/09/2024	3692 Home Depot Credit Services	23.64	Stain for posts - Alice Peers
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	23.64	Stain for posts - Alice Peers
32104	04/02/2024	04/09/2024	3692 Home Depot Credit Services	24.93	Replace Broken Wheels - Rec Bleachers
571 10 31 01	Oper Supplies - Rec		001 000 571 General Fund	24.93	Replace Broken Wheels - Rec Bleachers
32105	04/02/2024	04/09/2024	3692 Home Depot Credit Services	124.64	Replace Broken Wheels - Rec Bleachers
571 10 31 01	Oper Supplies - Rec		001 000 571 General Fund	124.64	Replace Broken Wheels - Rec Bleachers
Total Home Depot Credit Services				179.76	
32119	04/03/2024	04/09/2024	4131 Humane Society - Tacoma	781.36	April 2024 Boarding Contract
554 30 41 00	Animal Control		001 000 554 General Fund	781.36	April 2024 Boarding Contract
32128	04/03/2024	04/09/2024	8122 Jean, Robert W.	750.00	Project Coordinator Services - 03/08/24-03/15/24
535 10 41 00	Prof Svcs - Sewer Admin		430 000 535 Sewer Fund (dep	750.00	Project Coordinator Services - 03/08/24-03/15/24
32046	03/22/2024	04/09/2024	10358 Lease, Jacob E	52.21	Gas Reimbursement (FM Fuel)
548 65 31 08	Gas - Police		501 000 548 Equipment Rent:	52.21	Gas Reimbursement (FM Fuel)
32060	03/27/2024	04/09/2024	8591 Lee, Sierra	123.43	Reimbursement for Meals & Mileage (Wellness Conference - 3/13/24 - 3/14/24)
517 90 43 00	Travel - Wellness Program		001 000 517 General Fund	123.43	Reimbursement for Meals & Mileage (Wellness Conference - 3/13/24 - 3/14/24)
32097	04/02/2024	04/09/2024	10459 Locke Systems Inc.	4,954.50	IT Managed Services - April 2024 (for March Services)
518 81 41 01	Prof Svcs - I/S		001 000 518 General Fund	4,954.50	IT Managed Services - April 2024 (for March Services)

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32130	04/03/2024	04/09/2024	10459	Locke Systems Inc.	1,222.11	Veeam M365 Backup Licensing - 1 Year
	518 81 49 01	Software Licenses	001 000 518	General Fund	1,222.11	Veeam M365 Backup Licensing - 1 Year
32131	04/03/2024	04/09/2024	10459	Locke Systems Inc.	33.03	50' Ethernet Cable
	518 81 35 00	Small Tools & Equip - I/S	001 000 518	General Fund	33.03	50' Ethernet Cable
Total Locke Systems Inc.				6,209.64		
32049	03/25/2024	04/09/2024	2443	Maier, Elizabeth	78.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement 1 Year
32127	04/03/2024	04/09/2024	10133	Marez, Salvador	236.14	WETRC 2024 Annual Conference- Ocean Shores, WA (Meals & Mileage)
	534 10 43 00	Travel - Water Admin	425 000 534	Water Fund (dep	236.14	WETRC 2024 Annual Conference- Ocean Shores, WA (Meals & Mileage)
32103	04/02/2024	04/09/2024	3816	Marv's Backhoe Service	346.82	Dump Fees For Fircrest Tennis Courts
	576 80 47 01	Dumping Fees - Parks	001 000 576	General Fund	346.82	Dump Fees For Fircrest Tennis Courts
32056	03/26/2024	04/09/2024	6369	McLendon Hardware Inc (Tacoma)	12.11	Soil to Move Roses at Alice Peers Park
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	12.11	Soil to Move Roses at Alice Peers Park
32059	03/27/2024	04/09/2024	10490	Meyer, Jake	284.90	Reimbursement for Sewer Service at 709 Pasadena Ave - Resident paid Conan's Drain Cleaning on 02/16/24
	535 10 49 04	Judgements - Sewer	430 000 535	Sewer Fund (dep	284.90	Reimbursement for Sewer Service at 709 Pasadena Ave - Resident paid Conan's Drain Cleaning on 02/16/24
32061	03/27/2024	04/09/2024	3901	Norton Corrosion LLC	1,468.00	2024 Annual Inspection Cathodic Protection Systems for Water Reservoirs
	534 10 48 00	Rep & Maint - Water Admin	425 000 534	Water Fund (dep	1,468.00	2024 Annual Inspection Cathodic Protection Systems for Water Reservoirs
32065	03/27/2024	04/09/2024	3958	PC Budget & Finance - Jail	3,283.89	Jail Services - February 2024
	523 60 40 01	Jail	001 000 523	General Fund	3,283.89	Jail Services - February 2024
32113	04/03/2024	04/09/2024	3961	PCRCO, LLC dba LRI-HV	1,196.58	Dump Fees - Street Sweeping - March 2024

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	531 50 47 01	Dumping Fees - Storm	415 000 531 Storm Drain	1,196.58	Dump Fees - Street Sweeping - March 2024
32034	03/21/2024	04/09/2024	8993 Pacific Office Automation - A/R	549.59	Copier Lease - 02/01/2024-03/01/2024
	591 12 70 00	Lease Payments - Court	001 000 591 General Fund	104.42	Court 02/01/24-03/01/24
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	203.44	City Hall 02/01/24-03/01/24
	591 31 70 00	Lease Payments - Storm	415 000 591 Storm Drain	31.92	Storm 02/01/24-03/01/24
	591 34 70 00	Lease Payments - Water Adr	425 000 591 Water Fund (de	31.92	Water 02/01/24-03/01/24
	591 35 70 00	Lease Payments - Sewer	430 000 591 Sewer Fund (de	31.91	Sewer 02/01/24-03/01/24
	591 71 70 00	Lease Payments - Recreation	001 000 571 General Fund	102.65	Rec 02/01/24-03/01/24
	591 76 70 80	Lease Payments - Parks	001 000 591 General Fund	11.41	Parks 02/01/24-03/01/24
	591 95 70 00	Lease Payments - Street	101 000 591 City Street Fund	31.92	Street 02/01/24-03/01/24
32041	03/21/2024	04/09/2024	8626 Pacific Office Automation Inc	152.83	Postage Meter Rental - April 2024
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	152.83	Postage Meter Rental - April 2024
32121	04/03/2024	04/09/2024	354 Parsons, Norman R	100.00	WETRC 2024 Annual Conference - Ocean Shores, WA (Meals)
	534 10 43 00	Travel - Water Admin	425 000 534 Water Fund (de	100.00	WETRC 2024 Annual Conference - Ocean Shores, WA (Meals)
32134	04/03/2024	04/09/2024	3955 Petrocard Systems Inc	445.98	Gas/Fuel - 03/2024
	548 65 31 11	Gas - Parks/Rec	501 000 548 Equipment Rent:	215.10	Parks - 03/2024
	548 65 31 12	Gas - Street	501 000 548 Equipment Rent:	131.59	Street - 03/2024
	548 65 31 13	Gas - Storm	501 000 548 Equipment Rent:	99.29	Storm - 03/2024
32092	03/29/2024	04/09/2024	10221 Petty Cash-ParksRec	38.50	Petty Cash Reimbursement - 04/09/24
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	38.50	Senior Morning Supplies
32025	03/20/2024	04/09/2024	3971 Pitney Bowes Inc Supplies	146.20	Red Ink Cartridge
	518 10 42 01	Postage - Non Dept	001 000 518 General Fund	146.20	Red Ink Cartridge
32102	04/02/2024	04/09/2024	4828 Protect Youth Sports	120.45	Background Checks for Pee Wee Soccer Program - New Hires (March 2024)
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	120.45	Background Checks for Pee Wee Soccer Program - New Hires (March 2024)
32132	04/03/2024	04/09/2024	3986 Puget Sound Energy, BOT-01H	388.99	Natural Gas - Pool/Bathhouse - March 2024
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	388.99	Natural Gas - Pool/Bathhouse - March 2024

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32133	04/03/2024	04/09/2024	5710 Rainier Connect, Mashell Telecom	115.88	Internet Access Fee - City Hall - April 2024
	518 81 42 00	Communication/Internet - I/	001 000 518 General Fund	115.88	Internet Access Fee - City Hall - April 2024
32045	03/22/2024	04/09/2024	337 Roberts, Christopher	80.34	Material Reimbursement (Lowes)
	521 22 35 00	Small Tools & Equip - Police	001 000 521 General Fund	80.34	Material Reimbursement (Lowes)
32112	04/03/2024	04/09/2024	6088 Sentinel Pest Control Inc	225.34	Pest Control - PW - 04/2024
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	56.33	Pest Control - PW - 04/2024
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (dep	56.34	Pest Control - PW - 04/2024
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (dep	56.34	Pest Control - PW - 04/2024
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fund	56.33	Pest Control - PW - 04/2024
32106	04/02/2024	04/09/2024	4707 Springbrook Holding Company LLC	3,871.29	Payroll Plus Subscription 03/28/2024-12/31/2024 - Finance 2024
	514 23 41 00	Prof Svcs - Finance	001 000 514 General Fund	3,871.29	Payroll Plus Subscription 03/28/2024-12/31/2024 - Finance 2024
32027	03/20/2024	04/09/2024	4084 Staples Business Advantage	20.51	Court - Swiffer Duster Starter Kit
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	20.51	Court - Swiffer Duster Starter Kit
32029	03/20/2024	04/09/2024	4084 Staples Business Advantage	56.53	Office Supplies - Central & Finace
	514 23 35 00	Small Tools & Equip - Financ	001 000 514 General Fund	22.81	Office Supplies - Finance
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	33.72	Office Supplies - Central
32052	03/26/2024	04/09/2024	4084 Staples Business Advantage	24.16	Court - Cable for Council/Courtroom
	512 51 35 00	Small Tools & Equip - Court	001 000 512 General Fund	24.16	Court - Cable for Council/Courtroom
32114	04/03/2024	04/09/2024	4084 Staples Business Advantage	55.83	Office Supplies - Rec
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	55.83	Office Supplies - Rec
32115	04/03/2024	04/09/2024	4084 Staples Business Advantage	7.29	Finance - Desk Accessories
	514 23 35 00	Small Tools & Equip - Financ	001 000 514 General Fund	7.29	Finance - Desk Accessories
32136	04/03/2024	04/09/2024	4084 Staples Business Advantage	57.06	Finance - Office Supplies - Cork Board
	514 23 35 00	Small Tools & Equip - Financ	001 000 514 General Fund	57.06	Finance - Office Supplies - Cork Board
Total Staples Business Advantage				221.38	



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32064	03/27/2024	04/09/2024	4087 Star Rentals	1,233.66	Manlift to Remove Christmas Lights
	542 80 31 01 Oper Supplies - St Beaut		101 000 542 City Street Fund	1,233.66	Manlift to Remove Christmas Lights
32129	04/03/2024	04/09/2024	10723 Street Crimes	450.00	Street Crimes Training: 9/9/24-9/11/24; Attendee: Det. JRoberts
	521 22 49 02 Reg & Tuition - Police		001 000 521 General Fund	450.00	Street Crimes Training: 9/9/24-9/11/24; Attendee: Det. JRoberts
32051	03/25/2024	04/09/2024	4328 Systems for Public Safety Inc	173.10	#60452D - 2016 Ford Interceptor Utility - Change Oil and Oil Filter; Lubricate and Check Chassis
	548 65 48 08 O & M - Police		501 000 548 Equipment Rent:	173.10	#60452D - 2016 Ford Interceptor Utility - Change Oil and Oil Filter; Lubricate and Check Chassis
32122	04/03/2024	04/09/2024	9888 T-Mobile (Cell Phone Bill)	1,160.60	City Cell Phones & Air Cards - 3/2024
	518 30 42 00 Communication - Fac/Equip		001 000 518 General Fund	90.72	Maint. Lead, 2 Workers 03/2024
	521 22 42 00 Communication - Police		001 000 521 General Fund	614.46	Police Officers, Chief and Air Cards 03/2024
	524 20 42 00 Communication- Building		001 000 524 General Fund	15.12	Community Development Dir. 03/2024
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	75.83	Public Works Crew, Director, PW Office Coord. 03/2024
	534 10 42 00 Communication - Water Adr		425 000 534 Water Fund (dep	106.97	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 03/2024
	535 10 42 01 Communication - Sewer Adr		430 000 535 Sewer Fund (dep	75.83	Public Works Crew, Director, PW Office Coord. 03/2024
	542 30 42 00 Communication - Street Reg		101 000 542 City Street Fund	75.83	Public Works Crew, Director, PW Office Coord. 03/2024
	558 60 42 00 Communication - Planning		001 000 558 General Fund	15.12	Community Development Dir. 03/2024
	576 80 42 00 Communication - Parks		001 000 576 General Fund	90.72	P/R Director, Events, Maint. Worker 03/2024
32124	04/03/2024	04/09/2024	9888 T-Mobile (Cell Phone Bill)	29.95	Court Fax Line (2/21/24-3/20/24)
	512 51 42 00 Communication - Court		001 000 512 General Fund	29.95	Court Fax Line (2/21/24-3/20/24)
			Total T-Mobile (Cell Phone Bill)	1,190.55	
32120	04/03/2024	04/09/2024	4120 Tacoma Daily Index	123.63	March 2024 Publications
	511 60 41 01 Advertising - Legisl		001 000 511 General Fund	123.63	Ordinances - 1718, 1719, 1720, 1721 & 1722
32123	04/03/2024	04/09/2024	4130 Tacoma P C Health Dept	1,086.00	Swimming Pool Permits - 2024
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	1,086.00	Swimming Pool Permits - 2024

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:45:40 Date: 04/04/2024

As Of: 04/09/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32135	04/03/2024	04/09/2024	4322 Tacoma, City of - POWER	5,124.42	Power - Various Locations 03/2024
531 50 47 02			Public Utility Services - Bldg 415 000 531 Storm Drain	114.20	PW Power 03/2024
534 10 47 00			Utility Services/Building - W: 425 000 534 Water Fund (dep	114.20	PW Power 03/2024
534 80 47 01			Utility Services/Pumping 425 000 534 Water Fund (dep	3,092.19	PW, Well #4 & #9 03/2024
535 10 47 00			Utility Services/Building - Se 430 000 535 Sewer Fund (dep	114.21	PW Power 03/2024
535 80 47 01			Utility Services/Pumping 430 000 535 Sewer Fund (dep	296.11	Pumps/LS Power 03/2024
542 30 47 02			Electricity & Gas/Bldg - Stree 101 000 542 City Street Fund	114.20	PW Power 03/2024
542 30 47 03			Electricity/Traffic Lights 101 000 542 City Street Fund	64.40	Traffic Control 03/2024
576 20 47 00			Public Utility Services - Pool 001 000 576 General Fund	1,186.78	Pool Power 03/2024
576 80 47 00			Public Utility Services - Parks 001 000 576 General Fund	28.13	Parks Power - 03/2024
32058	03/26/2024	04/09/2024	5934 US Bank, City Hall Account	4,449.73	P-Card Charges thru 03/25/24
512 51 35 00			Small Tools & Equip - Court 001 000 512 General Fund	545.53	Screens for Judge Foley & Courtroom PC
514 23 31 00			Office & Oper Sup - Finance 001 000 514 General Fund	25.37	Toner Cartridge - C Corcoran
514 23 49 01			Reg & Tuition - Finance 001 000 514 General Fund	125.00	BARS Cash Webinar - W Wells
514 23 49 03			Dues/Member/Subscriptions 001 000 514 General Fund	75.00	2024 WFOA Memebership - W Wells
517 90 43 00			Travel - Wellness Program 001 000 517 General Fund	323.50	AWC Wellness Conference Lodging for S Lee
518 10 42 01			Postage - Non Dept 001 000 518 General Fund	394.00	Postage - Passports
518 11 41 01			Advertising - Personnel 001 000 518 General Fund	100.00	Job Posting for Code Enforcement/Permit Coord. Position
518 81 49 01			Software Licenses 001 000 518 General Fund	2,852.60	Acrobat Pro Software Licenses (9)
558 60 31 00			Office & Oper Sup - Plannin 001 000 558 General Fund	8.73	Certified Mail for Code Enforcement
32095	03/29/2024	04/09/2024	8482 US Bank, Police Department Account	331.12	P-Card Charges thru 03/25/24
521 22 35 00			Small Tools & Equip - Police 001 000 521 General Fund	217.80	RCW for Traffic Laws (Qty 10) & Crimnial Violations (Qty 10)
521 22 48 00			Rep & Maint - Police 001 000 521 General Fund	113.32	2219EX - Battery for Motorcycle
32090	03/29/2024	04/09/2024	8483 US Bank, Public Works Dept Account	229.31	P-Card Charges thru 03/25/24
534 50 31 01			Oper Supplies - Water Maini 425 000 534 Water Fund (dep	93.50	Meter Washers for Meter Program
542 30 43 00			Travel - Street Reg 101 000 542 City Street Fund	42.35	Lunch for PW Crew - Drove Bucket Truck to Marysville fo Auction
548 65 48 12			O & M - Street 501 000 548 Equipment Rent.	93.46	Parts to Repair Radiator Hose in Bucket Truck
32093	03/29/2024	04/09/2024	8484 US Bank, Recreation Dept Account	824.95	P-Card Charges thru 03/25/24
571 10 31 01			Oper Supplies - Rec 001 000 571 General Fund	28.61	Office Supplies - Mouse Pad
571 10 31 02			Senior Program Supplies 001 000 571 General Fund	187.50	Senior Morning Supplies
571 10 41 00			Senior Trips 001 000 571 General Fund	209.00	Senior Trip Expenses - Imagine Monet
573 90 49 01			Community Events 001 000 573 General Fund	399.84	Supplies for Community Events

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:45:40 Date: 04/04/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32082	03/28/2024	04/09/2024	9253 University Place Tire & Auto	82.54	#62855D - LOF, Reset Maintenance Light, Vehicle Inspection
	548 65 48 11	O & M - Parks/Rec	501 000 548	82.54	#62855D - LOF, Reset Maintenance Light, Vehicle Inspection
32091	03/29/2024	04/09/2024	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - April 2024
	521 22 20 02	LEOFF I Long Term Care Pre	001 000 521	56.90	Retired Benefits - April 2024
32143	04/04/2024	04/09/2024	4180 Utilities Underground	29.70	Locates 03/2024
	534 10 49 00	Miscellaneous - Water Admi	425 000 534	14.85	Locates 03/2024
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535	14.85	Locates 03/2024
32110	04/03/2024	04/09/2024	3645 WEX BANK, Wright Express FSC	3,143.52	Gas/Fuel - 03/2024
	548 65 31 06	Gas - Facilities	501 000 548	78.08	F&E 03/2024
	548 65 31 08	Gas - Police	501 000 548	2,044.43	Police 03/2024
	548 65 31 11	Gas - Parks/Rec	501 000 548	19.52	Parks 03/2024
	548 65 31 12	Gas - Street	501 000 548	682.37	Street 03/2024
	548 65 31 14	Gas - Water/Sewer	501 000 548	319.12	W/S 03/2024
32054	03/26/2024	04/09/2024	4229 Washington State Patrol	600.00	Access User Fee - 1st Quarter 2024
	521 22 41 03	WACIC/NCIC	001 000 521	600.00	Access User Fee - 1st Quarter 2024
32096	04/02/2024	04/09/2024	10606 Willow Properties	117.80	03-02390.5 - 475 ALAMEDA AVE
	343 10 00 00	Storm Drain Revenues	415 000 340	-25.83	
	343 40 00 00	Sale Of Water	425 000 340	-29.52	
	343 50 00 00	Sewer Revenues	430 000 340	-62.45	
32117	04/03/2024	04/09/2024	10719 Wilson, Jordon	120.00	Youth Basketball League Referee 01/13/24-03/02/24
	571 10 31 06	Program Supplies - Youth	001 000 571	120.00	Youth Basketball League Referee 01/13/24-03/02/24
32057	03/26/2024	04/09/2024	5286 Winsupply	96.36	Sprinkler Head Replacements - Umpqua Bank Island
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542	96.36	Sprinkler Head Replacements - Umpqua Bank Island
32100	04/02/2024	04/09/2024	4247 Wofesco Inc	22.39	(2) Replacement Sweeper Fill Hose Fittings
	548 65 48 13	O & M - Storm	501 000 548	22.39	(2) Replacement Sweeper Fill Hose Fittings

# ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
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Report Total:				102,541.90	
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Fund	
001 General Fund	74,565.09
101 City Street Fund	5,915.66
415 Storm Drain	1,500.69
425 Water Fund (department)	6,710.44
430 Sewer Fund (department)	9,823.21
501 Equipment Rental Fund	4,026.81

This report has been reviewed by:

REMARKS:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Mayor Shannon Reynolds called the regular meeting to order at 7:01 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Brett L. Wittner, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

**PRESIDING OFFICER’S REPORT**

Mayor Reynolds invoked Fircrest City Council Rule 9. Regular Council Meeting Agenda and stated that the Council will add an executive session to the agenda to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). There were no noted objections from the Council.

**CITY MANAGER COMMENTS**

City Manager Masko briefed the Council on recent personnel transitions with the Permit Coordinator and Public Works Office Coordinator positions. She thanked and wished the departing employees, Kristin Rosario, and Vicky Walston, well in their professional endeavors. City Manager Masko also reported on current staffing, to include the new part-time Accountant I, the Recreation Specialist interviews and a temporary Court Clerk I position. There was a brief discussion on the City’s parental leave policy.

**DEPARTMENT HEAD COMMENTS**

- Public Works Director Bemis thanked Vicky Walston for her years of service to the City. He reported on an internal assessment of Alice Peers Park tree’s health and provided an update on the Claremont Street sidewalk issue.
- Parks and Recreation Director Grover commented on the upcoming events to include Teen Late Night and March Medallion Madness.

**COUNCILMEMBER COMMENTS**

- Councilmember Viafore; no comment.
- Councilmember Mauer-Smith; no comment.
- Councilmember Wittner; no comment.
- Councilmember George commented on Anchor Church’s outreach regarding their frontage lot alongside Orchard Street.
- Councilmember Bufford; no comment.
- Councilmember Andrews commented on the fallen Washington State Patrol trooper and expressed his condolences.
- Mayor Reynolds commented on the Centennial Celebration committee and the 2024 Washington Primary Election.

**PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

Mayor Reynolds invited public comment. The following individuals provided comment:

- Nancy Atwood, 1204 Farallone Ave, thanked Community Development Director Newman and commented on the Valley Firs gate accessibility issue.

There was a brief discussion on private development liability, pre-annexation agreements, and road accessibility.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

Councilmember Wittner reported that City Manager Masko has been overseeing personnel issues.

**B. Built Environment, Planning, and Building**

Councilmember George reported on the City’s Comprehensive Plan Update comment period, and the Prose development. He also reported that the City submitted an AARP grant for ADA-accessible benches.

**C. Finance, Information Technology, and Facilities**

Councilmember Mauer-Smith provided a report on Finance that included the timesheet program, the new part-time Accountant I, and current staff training.

The Information Technology report included recently completed projects, projects in progress, and support tickets.

The Facilities report included the Fircrest Park Maintenance Garage project, sport field preparation, Holiday Tree committee, and Tree City USA signage.

**D. Other Liaison Reports**

Mayor Reynolds reported on the Pierce Transit’s ridership discussion.

**CONSENT CALENDAR**

Mayor Reynolds requested the Acting City Clerk read the Consent Calendar:

- A. Approval of Check No. 14344 through No. 14345 in the amount of \$9,315.05.  
Approval of Check No. 14346 through No. 14353 in the amount of \$70,797.58  
Approval of Check No. 220940 through No. 221014 in the amount of \$124,659.09  
Approval of payroll electronic funds transfer in the amount of \$161,268.09.
- B. Approval of the February 06, 2024, Joint Meeting minutes.  
Approval of the February 23, 2024, Study Session minutes.

**Councilmember Bufford MOVED to approve the Consent Calendar as read; seconded by Councilmember Wittner.**

**The Motion Carried (7-0).**

**PUBLIC HEARING**

There was no public hearing scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

There was a brief discussion on inquiring if any Councilmember wishes to withdraw an item from the Consent Calendar.

**A. Resolution No. 1886: Claremont St. Overlay TIB Grant Agreement**

Public Works Director Bemis briefed the Council on the proposed resolution and stated that the grant would nearly fully fund the Claremont Street grind and overlay, and update sidewalks to ADA standards. **Councilmember Wittner MOVED to adopt Resolution No. 1886, authorizing the City Manager to execute a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) in the amount of \$677,409.00 for the Claremont Street Grind and Overlay Project; seconded by Councilmember George.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the local match funding source. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (7-0).**

**B. Ordinance No. 1722: Adoption of the 2021 IBC/IRC**

Community Development Director Newman briefed the Council on the proposed ordinance and highlighted that the effective date for all building codes is March 15, 2024. **Councilmember Wittner MOVED to adopt Ordinance No. 1722, amending Ordinance No. 1663 and FMC 12.04.020 adopting the 2021 International and Uniform Codes as amended by the State Building Code Council; seconded by Councilmember Bufford.** Mayor Reynolds invited Councilmember comments; there were none. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (7-0).**

**CALL FOR FINAL COMMENTS**

Councilmember Viafore requested a copy of the City of Tacoma noncompete agreement. He commented on the 67<sup>th</sup> Avenue streetlights and gave kudos to the Police Department.

**EXECUTIVE SESSION**

At 7:39 P.M., Mayor Reynolds reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed sixty (60) minutes, to discuss potential litigation, pursuant to RCW 42.30.110(1)(i), and to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b). Mayor Reynolds noted that City Manager Masko, City Attorney Zeinemann, and Project Coordinator Bob Jean were invited to the Executive Session. Mayor Reynolds noted that Project Coordinator Bob Jean would only be invited to the Executive Session regarding potential litigation pursuant to RCW 42.30.110(1)(i).

**ADJOURNMENT**

**Councilmember Wittner MOVED to adjourn the meeting at 8:32 P.M., seconded by Councilmember George.**

**The Motion Carried (7-0).**

MARCH 12, 2024

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 4

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Shannon Reynolds, Mayor

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Arlette Burkhart, Acting City Clerk



**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Mayor Shannon Reynolds called the study session to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers Karen Mauer-Smith, Brett L. Wittner, Hunter T. George, and Nikki Bufford were present. Councilmembers David M. Viafore and Jim Andrews were absent and excused.

**AGENDA MODIFICATIONS**

There were none.

**2024 CITY WORK PLAN GOALS**

City Manager Masko briefed the Council on the City’s 2024 departmental work plans and stated that the City Council goals set the direction for staff work plans. Departmental work plans presented included Administration, City Clerk’s office, Fircrest Municipal Court, Finance/IT, Public Safety, Planning and Building, Parks and Recreation, and Public Works.

Council discussions included developing a Pedestrian Safety Plan, sustainability plan, public records data, risk management training, asset management tracking, lifeguard training, and the Well House 6/7 damage.

**CITY COUNCIL RULES DISCUSSION**

City Manager Masko briefed the Council on the City Council Rules and stated that the intent is to provide an opportunity to discuss and identify any rules that may need to be updated. Council discussion included periodically reviewing the Council Rules, remote attendance language, and the use of the Consent Calendar. City Manager Masko requested that the Council send proposed changes to her, and she will consolidate the proposed changes for a later study session discussion. She asked that the Council provide their feedback no later than the end of March.

**ADJOURNMENT**

**Councilmember Bufford MOVED to adjourn the meeting at 7:43 P.M., seconded by Councilmember Mauer-Smith.**

**The Motion Carried (5-0).**

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Shannon Reynolds, Mayor

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Arlette Burkhart, Acting City Clerk

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Mayor Shannon Reynolds called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Brett L. Wittner, and Nikki Bufford were present. Councilmember Hunter T. George was absent and excused. Councilmember Andrews joined the meeting virtually at 7:13 P.M.

**PRESIDING OFFICER’S REPORT**

There was no report.

**CITY MANAGER COMMENTS**

City Manager Masko reported on the upcoming Pierce County Council’s homelessness discussion, and staff vacancies, and asked for patience while the City fills current staff vacancies. She gave kudos to the Municipal Court staff for their efforts in the implementation of the new enterprise case management system. Lastly, City Manager Masko reported on upcoming Council photos.

**DEPARTMENT HEAD COMMENTS**

- Community Development Director Newman reported on permit processing and that he is conducting a review of permit fees. He also reported that the City received an application for tenant improvements for an indoor golf center. Lastly, Community Development Director Newman reported that the City was awarded a climate change planning grant.
- Public Works Director Bemis reported on the Fircrest Parks Maintenance Facility and Well House 6/7 request for bids and provided a brief update on the Department of Commerce Electron Way and Contra Costa Avenue project contract. He gave kudos to the part-time Utility Billing Assistant, Holly Veliz. Lastly, he reported on the Claremont Avenue sidewalk and the upcoming Tacoma Environmental Services wetland mitigation project at the Leach Creek holding basin. There was a brief discussion on the project boundaries.
- Parks & Recreation Director Grover reported on the Easter Egg Hunt event and provided a brief update on the pool season preparation, including pool programming.

**COUNCILMEMBER COMMENTS**

- Councilmember Bufford; no comment.
- Councilmember Wittner thanked the meeting attendees.
- Councilmember Mauer-Smith; no comment.
- Councilmember Viafore; no comment.
- Mayor Reynolds commented on the Mother and Son dance.

**PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

Mayor Reynolds invited public comment. The following individuals provided comment:

- Brian Rybolt, 1036 Daniels Drive, commented on the Pierce County Council’s approach to homelessness and the drug rehabilitation issue.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks, Recreation, and Sustainability**

Councilmember Viafore reported on the March Medallion Madness event, upcoming Easter Egg hunt, Fircrest Park temporary fencing, and pickleball noise complaints.

**B. Police/Public Safety and Court**

Councilmember Bufford reported on upcoming staff photo enforcement discussions and increased police visibility.

**C. Public Works**

There was no report.

**D. Pierce County Regional Council**

Councilmember Reynolds reported on the Small City Day event and its main topic about what defines a small city. The upcoming Pierce County Regional Council meeting agenda will be on recent legislative updates to include prison staffing, vehicle pursuit, and drug possession laws.

**E. Other Liaison Reports**

There was no report.

**CONSENT CALENDAR**

Mayor Reynolds requested the Acting City Clerk read the Consent Calendar:

- A. Approval of Check No. 221015 through 221077 in the amount of \$161,529.82.  
Approval of payroll electronic funds transfer in the amount of \$163,632.97.
- B. Registering no objections to the Stina’s Cellar Liquor License Renewal.
- C. Approval of the February 27, 2024, Regular Meeting minutes.
- D. Setting a Public Hearing on April 09, 2024, at 7:15 P.M. or shortly thereafter to receive comments on the Stormwater Management Program Plan.

**Councilmember Wittner MOVED to approve the Consent Calendar as read; seconded by Councilmember Mauer-Smith.**

**The Motion Carried (6-0).**

**PUBLIC HEARING**

There was no public hearing scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1887: Middle Housing Consultant Agreement**

Community Development Director Newman briefed the Council on the proposed resolution and highlighted that the grant funds would help implement the missing middle housing state mandate pursuant to RCW 36.70A.030(26). **Councilmember Bufford MOVED to adopt Resolution No. 1887, authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates to design a Middle Housing Ordinance and Development Regulations; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments. Council discussions included consultant evaluation criteria and a small city-tiered approach to legislative changes and exemptions.

Mayor Reynolds invited public comment.

- Jim Otness, 973 Altadena Drive, commented on the density building, applicable existing planning codes, Fircrest characteristics, sewer capacity issue, plat amendments, and further Council discussions to satisfy growth management.

Councilmember Viafore acknowledged and welcomed former Planning Commissioner Jim Otness and former Planning Commissioner Dan DeLorenzo.

Discussions included City Attorney Zeinemann’s legislative housing update memo and the clarification of statements.

- Brian Rybolt, 1036 Daniels Drive, commented on the use of tax dollars and government control.

Discussions included state mandates, funding for capital improvement projects, and sewer and water capacity to accommodate growth in Fircrest.

Mayor Reynolds stated that her employer conducts business with Kimley-Horn and would like to excuse herself to avoid any potential conflict of interest. Mayor Reynolds left the Council Chambers at 7:41 P.M.

Mayor Pro Tempore Bufford assumed as the presiding officer. Mayor Pro Tempore Bufford invited public comment.

- Dan DeLorenzo, 1227 Palm Drive, commented on community education regarding the housing density issue, biased survey questions, and opposed building code changes.
- Vince Navarre, 1205 Del Monte Avenue, commented on the Fircrest mission statement, the housing density intent, and maintaining Fircrest citizen focus.

**The Motion Carried (4-1), with Mayor Reynolds abstaining and Councilmember Andrews dissenting.**

Mayor Reynolds returned at 7:48 P.M. and resumed as the presiding officer.

Councilmember Viafore commented on a middle housing educational mailing list and public participation.

**B. Ordinance: 2024 Budget Amendment No. 1 - 1st Reading**

Finance Director Corcoran briefed the Council on the first reading of the budget amendment to the Adopted 2024 Budget and reported on the proposal for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2024 Budget. Mayor Reynolds invited Councilmember comments; none were provided.

**C. Resolution No. 1888: Community Center Closeout**

Parks and Recreation Director Grover briefed the Council on the proposed resolution and highlighted that the proposed resolution marks the conclusion of the project. **Councilmember Bufford MOVED to adopt Resolution No. 1888, accepting the Fircrest Community Center**

**Project as complete and authorizing the release of retainage; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; there were none. Mayor Reynolds invited public comment; there were none. Mayor Reynolds expressed her excitement for the Community Center.

**The Motion Carried (6-0).**

**D. Resolution No. 1889: AHBL, Inc. Contract Amendment**

Parks and Recreation Director Grover briefed the Council on the proposed resolution and highlighted that the amendment would allow for an additional community meeting on the Whittier Park Master Plan process. **Councilmember Wittner MOVED to adopt Resolution No. 1889, authorizing the City Manager to execute an amendment to the professional services agreement with AHBL, Inc. for the Whittier Park Master Plan Process; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. Discussions included community involvement, a staff-led meeting, continued dialogue, budget allocation, and the community engagement event mailer issue.

Mayor Reynolds invited public comment.

- Jillian Adkins, 1060 Monterey Lane, commented on the consultant's survey.
- Brian Rybolt, 1036 Daniels Drive, commented on the previous community engagement events, and the potential cost of Whittier Park improvements.

**The Motion Carried (5-1), with Councilmember Andrews dissenting.**

**E. Resolution No. 1890: RWJ Consultant Contract Amendment No. 2**

City Manager Masko briefed the Council on the proposed resolution and highlighted the amendment would extend the contract term to June 30, 2024. **Councilmember Bufford MOVED to adopt Resolution No. 1890 authorizing the City Manager to execute Amendment #2 to the professional services agreement with RWJ Consultants for Project Coordinator services; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments; there were none. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (6-0).**

**F. Comprehensive Plan Update Budget Discussion**

Community Development Director Newman provided an update on the Comprehensive Plan Update budget and stated that the City and the consultant agreed on billable items. He also stated that City staff will finish Tasks 5 and 6. Council discussions included a transparent budget, contract changes, and contract deliverables.

Mayor Reynolds invited public comment.

- Dan DeLorenzo, 1227 Palm Drive, commented on contract expectations.

City Manager Masko reported that BHC performed extra work outside of the contract.

**CALL FOR FINAL COMMENTS**

Community Development Director Newman apologized for his comment and stated that he is always willing to answer questions to clarify any misunderstandings.

Councilmember Viafore acknowledged former Planning Commissioner and Councilmember Jerry Foss. He requested to add an executive session to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g). No objections were noted by the Council.

Councilmember Bufford requested a calendar placeholder for quarterly performance reviews.

**EXECUTIVE SESSION**

At 8:20 P.M., Mayor Reynolds reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed sixty (60) minutes, to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b) and to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g).

It was noted that City Manager Masko and Police Chief Schaub were invited to the Executive Session to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b). City Manager Masko was invited to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g).

**ADJOURNMENT**

Councilmember Andrews left the meeting at 9:09 P.M.

**Councilmember Wittner MOVED to adjourn the meeting at 9:10 P.M., seconded by Councilmember Bufford.**

**The Motion Carried (5-0).**

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Shannon Reynolds, Mayor

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Arlette Burkhart, Acting City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**AGENDA ITEM:** Public Hearing – To Receive Comments on the 2024 Stormwater Management Program (SWMP) Plan Update

**ITEM:** 11A

**DATE:** April 9, 2024

**FROM:** Tyler Bemis, Public Works Director

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**RECOMMENDED MOTION:** None – Public Hearing Only.

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**PROPOSAL:** To receive public input on the proposed Stormwater Management Program (SWMP) Plan. Following the public hearing, a Resolution to adopt the SWMP Plan will be brought forward to the April 23<sup>rd</sup> City Council meeting for consideration. Changes to this year’s plan are minimal as major permit requirements, such as receiving water prioritization assessment and development of a Stormwater Management Action Plan (SMAP), were completed over the past few years. The current SWMP focuses on the continuation of existing programs that were introduced over the past few years.

Once approved, the SWMP Plan will be uploaded to the Public Works webpage, appended to the City’s NPDES Annual Report, and made available for review upon request at the Public Works building. This transparent approach ensures accessibility and accountability regarding the City’s stormwater management efforts.

**FISCAL IMPACT:** None.

**ADVANTAGE:** Maintenance activities outlined in the SWMP ensure effective stormwater management, benefiting the community and the environment while reducing regulatory and financial risks.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**HISTORY:** The [National Pollutant Discharge Elimination System \(NPDES\)](#) Permit Program was created by the 1972 CWA ([Clean Water Act](#)) to protect and restore surface water quality by requiring a permit to continue discharging into waters of the United States. In 1987, Congress revised the Clean Water Act to include stormwater discharges in the NPDES Permit Program. The Environmental Protection Agency (EPA) administers the program and has delegated authority to the Washington State Department of Ecology to implement NPDES programs in our state. Fircrest operates under a Western Washington Phase II Municipal Stormwater Permit, which applies to municipalities with populations less than 100,000 located within, or partially within, an urbanized area and that operates a municipal separate storm sewer system (MS4) that discharges to a water of Washington State. The NPDES Permit provides regulatory requirements and deadlines that permittees must follow to comply with the Clean Water Act, including annual progress reports along with various other requirements that are phased into effect throughout the five-year permit coverage period. The current permit became effective August 1, 2019, and expires July 31, 2024.

As part of the National Pollutant Discharge Eliminations System (NPDES) Phase II Municipal Stormwater Permit, the City maintains a Stormwater Management Program Plan (SWMP). The SWMP Plan is updated annually. The SWMP Plan is a crucial component of the framework aimed at ensuring the City's compliance with the Department of Ecology's requirements regarding the Western Washington Phase II NPDES Permit, which regulates the discharge of stormwater from the City's stormwater system. The SWMP Plan contains multiple required elements that must be addressed to ensure compliance with the permit. These components include:

1. Stormwater Planning: Developing strategies and measures to manage stormwater within the City effectively.
2. Public Education and Outreach: Conducting campaigns and initiatives to raise public awareness about stormwater issues and best practices.
3. Public Involvement and Participation: Engaging citizens in the decision-making processes related to stormwater management.
4. MS4 Mapping and Documentation: Mapping out Municipal Separate Storm Sewer System (MS4) infrastructure and maintaining documentation.
5. Illicit Discharge Detection and Elimination: Implementing procedures to identify and eliminate illicit discharges into the stormwater system.
6. Controlling Runoff from New Development, Redevelopment, and Construction Sites: Enforcing regulations and guidelines to control stormwater runoff from construction activities and land development projects.
7. Operation and Maintenance: Establishing protocols for the regular inspection, maintenance, and upkeep of stormwater infrastructure.
8. Source Control Program for Existing Development: Implementing measures to control pollutants at their source in existing developments.
9. Monitoring and Assessment: Regular monitoring and assessment of stormwater quality and quantity are conducted to evaluate the effectiveness of the program.
10. Reporting: Compiling and submitting reports to regulatory agencies as required by the permit, detailing compliance efforts and outcomes.

Each of these elements plays a crucial role in effectively managing stormwater, protecting water quality, and ensuring compliance with regulatory requirements. By addressing these components in the SWMP Plan, the City demonstrates its commitment to responsible stormwater management and environmental stewardship.

The new NPDES permit for 2024-2029 will be effective August 1, 2024. The new permit includes new requirements with implementation staggered throughout the permit period. Notable permit changes include a tree retention policy, requiring jurisdictions to adopt and implement tree canopy goals, and a required street sweeping program. The latest update is currently under review by the WA State Department of Ecology following a comment period that ended November 10, 2023.

A Public Hearing is being held this evening to gather public testimony regarding the proposed 2024 Stormwater Management Program Plan. A draft resolution is attached for review and will be brought back at the April 23<sup>rd</sup> Council Meeting for consideration and approval.

**ATTACHMENTS:** [Resolution](#)  
[Draft 2024 Stormwater Management Program \(SWMP\) Plan](#)



**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO APPROVE THE 2024 UPDATES TO THE CITY'S  
STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN.**

**WHEREAS**, the City of Fircrest is required to annually update the Stormwater Management Program Plan per the Western Washington NPDES Phase II Municipal Stormwater Permit; and

**WHEREAS**, the City has identified the necessary updates and prepared the updated Stormwater Management Program Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to approve the updated 2024 Stormwater Management Program Plan.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



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# **THE CITY OF FIRCREST**

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## **STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN**

**The City of Fircrest  
115 Ramsdell St  
Fircrest, WA 98466**

**2024**

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## Acronyms and Abbreviations

AKART	All Known and Reasonable Technologies
BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
FC	Flow Control
FMP	Fircrest Municipal Code
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MEP	Maximum Extent Practicable
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
ROW	Right-of-way
RSMP	Regional Stormwater Monitoring Program
SIDIR	Source Identification Information Repository
SMAP	Stormwater Management Action Plan
SWMMWW	Stormwater Management Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load
Unk	Unknown
USGS	United States Geological Survey
WS	Watershed
WQ	Water Quality

# CHAPTER 1 – BACKGROUND

## 1.1 THE STORMWATER MANAGEMENT PROGRAM PLAN DOCUMENT

This Stormwater Management Program (SWMP) Plan has been prepared to satisfy Special Condition S5 of the current Western Washington Phase II Municipal Stormwater Permit (Permit), of which the City of Fircrest is a Permittee.

Section S5.A.2 of the Permit states:

Each Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall be organized according to the program components in S5.C or a format approved by Ecology and shall be updated at least annually for submittal with the Permittee’s annual reports to Ecology. The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year.

The current Permit became effective on August 1, 2019 and expires on July 31, 2024.

This SWMP Plan has been organized as follows:

- **Chapter 1** provides an introduction to underlying permit requirements, required program components, City stormwater codes, stormwater utility, and a description of how the program is managed in Fircrest.
- **Chapters 2 - 9** address each of the SWMP Components required by the Permit, including a summary of the specific permit requirement and current City activities to comply.

## 1.2 NPDES PHASE II MUNICIPAL STORMWATER PERMIT

### 1.2.1 PERMIT BACKGROUND

In 1987 the US Congress revised the Clean Water Act to include stormwater discharges in the National Pollutant Discharge Elimination System (NPDES) Permit program. The US Environmental Protection Agency (EPA) developed rules for the implementation of the new stormwater requirements and separated them into two phases. The State of Washington, through Ecology, implements these stormwater rules through the Municipal Stormwater Permit program. As an owner and operator of a small municipal separate storm sewer system (MS4), Fircrest is required to be covered by, and comply with, the current Western Washington Phase II Municipal Stormwater Permit (Permit). The Permit allows Fircrest to discharge stormwater from its MS4 into waters of the State of Washington.

### 1.2.2 REQUIRED SWMP COMPONENTS

The Permit requires the development and implementation of a SWMP to control discharge into and from the City’s system. The SWMP includes five specific components that are designed to reduce the discharge of pollutants from Fircrest’s MS4 to the maximum extent practicable:

This SWMP Plan has been organized as follows:

- Develop/implement a stormwater planning program
- Develop/implement a public education and outreach program
- Create opportunities for public involvement in stormwater plans and initiatives
- Develop a program to improve mapping and documentation of MS4
- Continue implementation and tracking of illicit discharge detection and elimination (IDDE) program
- Adopt or amend ordinances for improved control of runoff from new development, redevelopment, and construction activities
- Develop/implement an operations and maintenance (O&M) program regulating impacts of City sites and activities on the MS4
- Establish a source control program for existing development

## **1.3 FIRCREST'S STORMWATER PROGRAM**

### **1.3.1 STORMWATER CODES**

Legal authority for several components of the stormwater program has been established by ordinances approved by City Council and incorporated into the City of Fircrest Municipal Code (FMC).

#### **FMC 20.24 – Stormwater Management**

This chapter defines the required stormwater drainage requirements in the City, low impact development, and long-term operation and maintenance of stormwater facilities. This chapter also defines the City's rights to inspect permitted stormwater facilities on private property and procedures for enforcement of maintenance standards.

#### **FMC 20.25 – Illicit Discharge Detection and Elimination**

This chapter specifies substances that are prohibited to be discharged into the storm drainage system, allowable discharges, and conditional discharges. This chapter also prohibits illicit (non-permitted) connection to the City's storm drainage system and describes enforcement procedures.

### **1.3.2 COORDINATION AND RESPONSIBILITY**

Managing the stormwater program and achieving compliance with Permit mandates in Fircrest is coordinated by the Public Works Department, with program administration the responsibility of the Public Works Director. This responsibility includes:

- Implementing the SWMP (Permit Section S5.A.1)
- Preparing the SWMP Plan (S5.A.2)
- Tracking SWMP costs (S5.A.3.a)
- Tracking the number of inspections, official enforcement actions and types of public education activities required by program components (S5.A.3.b)
- Continue implementation of existing stormwater management programs until they begin implementation of the updated stormwater management program (S5.A.4)
- Coordinating between other Permittees, e.g. adjacent municipalities (S5.A.5.a)

- Maintaining coordination between City departments related to the SWMP (S5.A.5.b)

The City of Fircrest Public Works has implemented an Asset Management/Work Order program. All assets within the City’s system have been GIS mapped including Storm, Water and Sewer. Yearly inspections, historic maintenance records and emergency response efforts are tracked within this system.

### **1.3.3 MONITORING AND ASSESSMENT**

Section S8 of the Permit requires the City to:

- Provide a description of any stormwater monitoring or stormwater-related studies conducted during the reporting period
- Pay into a collective fund to implement a Regional Stormwater Monitoring Program (RSMP) that includes the following components:
  - Status and trends monitoring (small stream and marine nearshore)
  - Stormwater management program effectiveness studies
  - Source identification and diagnostic monitoring to implement the Source Identification Information Repository (SIDIR)

The City of Fircrest contributes to the SAM Program \$1,410 annually towards regional status and trends monitoring, effectiveness studies and source identification and the SIDIR. The City does not plan any additional stormwater monitoring or stormwater-related studies that would require reporting to Ecology.

The City of Fircrest is not required to conduct water quality monitoring for compliance with total maximum daily loads (TMDLs) pursuant to Section S7 and Appendix 2 of the Permit. Applicable TMDLs are those that have been approved by EPA on or before February 15, 2007. Currently the City of Fircrest is not subject to any TMDLs. However, the City of Fircrest was awarded a Storm Water Treatment Outfall Grant in 2020 that will require quarterly reporting to Ecology. In 2021, the City selected Parametrix Inc. to complete the design of the project (the Stormwater Pretreatment Outfall Project), which was completed in 2023.

### **1.3.4 SWMP REPORTING**

Section S9 of the Permit requires the City to submit the following on March 31 of each year:

- A copy of the current SWMP Plan
- Annual Report form (Appendix 3 of the Permit) describing the status of implementation of the requirements of the Permit during the reporting period.
- Notifications of any annexations or jurisdictional boundary changes.

The City will submit its Annual Report and SWMP Plan to Ecology by March 31 of each year.

## **CHAPTER 2 – STORMWATER PLANNING**

Per Section S5.C.1 of the 2019-2024 Phase II Permit, the City shall implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality



management tools to protect receiving waters. Components of this program can be summarized as follows:

- Convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program no later than August 1, 2021
- Coordination with long-range plan updates
- Low impact development (LID) code-related requirements
- Comply with Stormwater Management Action Planning (SMAP) requirements in a similar process and range of issues as outlined in the Stormwater Management Action Planning Guidance (Ecology, 2019; Publication 19-10-010). The City may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the City's jurisdiction.

## **2.1 2019-2024 Phase II PERMIT REQUIREMENTS**

The following are requirements for the 2019-2014 Phase II Permit:

- Coordination with long-range plan updates: The City shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning or considering stormwater management needs or limitations.
  - On or before March 31, 2021, the City shall respond to the series of Stormwater Planning Annual Report questions to describe how anticipated stormwater impacts on water quality were addressed during the 2013-2019 permit term in updates to the Comprehensive Plan (or equivalent).
  - On or before January 1, 2023, the City shall submit a report responding to the same questions from above, to describe how water quality is being addressed during this permit term in updates to the Comprehensive Plan (or equivalent)
- Low impact development code-related requirements: the City shall continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes with the intent to make LID the preferred and commonly used approach to site development. Code revisions shall also be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations, where feasible.
  - Annually, the City shall assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs since local codes were updated in accordance with the 2013 Permit, and the measures developed to address the barriers.
- Stormwater Management Action Planning (SMAP). The City shall conduct a similar process and consider the range of issues outlined in the Stormwater Management Action Planning Guidance (Ecology, 2019; Publication 19-10-010). The City may rely on another jurisdiction to meet all or

part of SMAP requirements at a watershed scale, provided a SMAP is completed for at least one priority catchment located within the City’s jurisdiction.

- Receiving Water Assessment. The City shall document and assess existing information related to local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.
- By March 31, 2022, the City shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas.
- Receiving Water Prioritization: Informed by the assessment of receiving water conditions defined above, and other local and regional information the City shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions.

No later than June 30, 2022, the City shall document the prioritized and ranked list of receiving waters, including the identification of high priority catchment area(s) for focus of the SMAP.

- Stormwater Management Action Plan (SMAP): no later than March 31, 2023, the City shall develop a SMAP for at least one high priority catchment area, identifying factors as described in the permit.

## 2.2 City Coordination

The City’s stormwater management program is maintained by an interdisciplinary team consisting of City of Fircrest staff and the Police Department. The City’s inter-disciplinary stormwater team consists of:

- Tyler Bemis – Public Works Director
- Vacant – Public Works Office Coordinator
- Jeff Davis – Utility Foreman
- Bryce Wakefield – Maintenance Lead
- Mark Newman – Community Development Director
- Ron Schaub – Chief of Police

Implementation, documentation, and emergency response activities are performed through internal coordination within the City. Feedback and reporting are shared among the groups for future Stormwater planning and implementation. The following NPDES permit responsibilities are primarily maintained through the following City Departments:

NPDES Permit Responsibilities	City Department
Primary planning, administration, and development of the NPDES program and coordination within other divisions and departments	Tyler Bemis, Public Works Director

Inspections and Maintenance of City owned or operated stormwater facilities, as well as pollution prevention practices	Public Works Staff
Stormwater site plan review	Planning & Building Department / Public Works
Maintains and updates mapping of MS4	Planning & Building Department / Public Works
Stormwater incident response and code enforcement for violations	Planning & Building Department / Public Works
Emergency Response	Public Works Department

### 2.3 2024 PROGRAM ACTIVITY

The City’s interdisciplinary team has undergone staff changes and inclusion of different groups to enhance coordination.

The City has completed the current permitted tasks for SMAP including receiving water prioritization assessment and the Stormwater Management Action Plan (SMAP) document. The City is prioritizing Upper Leech Creek and SMAP for Upper Leech Creek is included in Appendix A.

Revisions to section 20.25 of the City of Fircrest Municipal Code were passed that require the application of source control BMPs for pollutant generating sources associated with existing land uses and activities. The City had previously passed revisions that implement a progressive enforcement policy that require sites to comply with the stormwater requirements, prior to the January 1, 2023 deadline. The City has created an inventory of all publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4 and has implemented recurring trainings for staff responsible for implementing the source control program in conducting the activities required by the program.

# CHAPTER 3 – PUBLIC EDUCATION AND OUTREACH

## 3.1 PERMIT REQUIREMENTS

Section S5.C.2 of the 2019-2024 Phase II Permit requires the City to develop and implement a public education and outreach program with the goal of

- i) building general awareness about methods to address and reduce impacts from stormwater runoff,
- ii) effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and
- iii) create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.

These three elements are further detailed below, followed by a table containing the City’s education and outreach activities planned for the upcoming year.

The City’s education and outreach program is specifically required to:

- i. Build general awareness, selecting from the following target audiences and subject areas:
  - a. General public and businesses:
    - General impacts of stormwater on surface waters
    - Impacts from impervious surfaces
    - Impacts of illicit discharges and how to report them
    - Low impact development (LID) principles and LID BMPs
    - Opportunities to become involve in stewardship activities
  - b. Engineers, contractors, developers and land use planners:
    - Technical standards for stormwater site and erosion control plans
    - LID principals and LID BMPs
    - Stormwater treatment and flow control BMPs/facilities
- ii. Effect behavior change, selecting from the following target audiences and BMPs:
  - a. General public and businesses:
    - Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials
    - Equipment maintenance
    - Prevention of illicit discharges
  - b. Residents, landscapers, and property managers/owners:
    - Yard care techniques protective of water quality
    - Use and storage of pesticides and fertilizers and other household chemicals
    - Carpet cleaning and auto repair and maintenance
    - Vehicle, equipment, and home/building maintenance
    - Pet waste management and disposal
    - LID principles an LID BMPs

- Stormwater facility maintenance
  - Dumpster and trash compactor maintenance
- iii. The City must also create stewardship opportunities and/or partner with existing organizations to encourage residents to participate in activities such as stream teams, storm drain marking, volunteer monitoring, riparian plantings, and education activities.

The City is required to measure the understanding and adoption of the targeted behavior for at least one target audience in at least one subject area. The resulting measurements are to be used to direct education and outreach resources most effectively, as well as to evaluate adoption of the targeted behaviors.

No later than July 1, 2021, the City shall conduct a new evaluation of the effectiveness of an ongoing behavior change campaign including documentation of lessons learned and recommendations for which option to select from permit section S5.C.2.a.ii.(c) (summarized by section C2.2.c of this plan, below). The City may forgo the above evaluation requirement if staff opt for strategy S5.C.2.a.ii.(c)3 (summarized by C2.2.c.iii of this plan, below), and it is deemed an evaluation will not add value to the overall behavior change program.

## **3.2 2024 PROGRAM ACTIVITY**

### **3.2.1 PUBLIC EDUCATION AND OUTREACH**

The following are activities the City has planned for public education and outreach:

#### **a) Low Impact Development Education**

The City will continue its annual program to develop and distribute an activities calendar that includes artwork with stormwater pollution prevention themes for each month. This effort targets the public, including not only the school age children who develop the artwork, but also the residential population and city employees that the calendar is distributed to.

The program runs as follows:

An entry form will be supplied to each child that attends the one elementary school that lies within the City. The children will be able to pick from multiple categories focusing on pollution prevention.

All entries will be evaluated, with the top-rated entries published in the City of Fircrest Calendar (grand prize winner on the cover, 12 top rated entries will be featured during each month, and approximately 12 selected for “honorable mention” at the end of the calendar). The grand prize winner will receive a pizza feed for their entire class, and all other artists will attend an ice cream social at the school. Once the calendars are produced, each child at the school will be provided with a calendar, and a calendar will be delivered to every residence within the City of Fircrest.

Target Audience: School-age children

Date: Annually

Goals:

- Increase awareness of general impacts of stormwater on surface waters
- Educate students on pollution prevention strategies

**b) Low Impact Development Education**

The City provides educational outreach on low impact and pollution prevention gardening to homeowners at two public events: Fircrest Fun Days and National Night out Against Crime. The City also provides information and guidance on utilizing rain gardens and rain barrels for homeowners.

Target Audience: Homeowners

Date: Annually

Goals:

- Increase awareness of general impacts of stormwater on surface waters
- Educate homeowners on select LID practices

**c) Low Impact Development Education**

The City provides educational outreach on yard care techniques that are protective of water quality including use and storage of pesticides and fertilizers as well as pet waste management and disposal. These are provided in the spring and fall utility billing flyers. In addition, the City publishes an educational article in one Town Topics, a local newsletter, annually.

Target Audience: Homeowners

Date: Biannually

Goals:

- Increase awareness of general impacts of stormwater on surface waters
- Educate homeowners on select LID practices

### **3.2.2 EFFECTING BEHAVIOR CHANGE**

**a) Fish-friendly Car Wash Kit**

The City of Fircrest received a local grant from Pierce County Surface Water Program to provide a “Fish Friendly Car Wash” kit that is available for any organization that wishes to check out the kit for fund-raising car wash events. The car wash kit is advertised on the City’s website and kits are also available at two public events: Fircrest Fun Days and National Night out Against Crime

Target Audience: General public

Date: Ongoing

Goals:

- Pollution prevention strategies

**b) Dumpster Lid Outreach Campaign**

In 2024, the City plans to launch a Dumpster Lid Outreach campaign to educate businesses about the hazards of improper dumpster use and about proper dumpster use, pending available staffing. A task force of volunteers will be formed to approach businesses with educational tools and resource

assistance. Materials will be obtained through the Regional Dumpster Outreach Group (DOG) of Washington.

Target Audience: Businesses

Date: Summer 2024

Goals:

- Pollution prevention strategies

### **3.2.3 CREATING STEWARDSHIP OPPORTUNITIES**

The following stewardship opportunities will be provided in Fircrest during 2024:

**Thelma Gilmur Park Habitat Stewardship Work Parties** (held monthly) provide opportunities for residents and volunteers to help remove invasive plants near the trail system. In cooperation with Pierce Conservation District. These work parties are advertised on the City's activities calendar.

Other regional stewardship opportunities exist through the following organizations:

**Pierce Conservation District:**

[www.piercecountycd.org](http://www.piercecountycd.org)

Pierce Conservation District's programs focusing on water quality improvement include:

- Storm Drain Curb Marking
- Rain Garden Assistance
- Urban Tree Planting
- Habitat Stewardship Program

**Chambers-Clover Watershed Council:**

<https://www.co.pierce.wa.us/1860/Chambers---Clover-Watershed-Council>

Chambers-Clover Creek Watershed Council (Pierce County) promotes the protection and enhancement of the Chambers-Clover Creek Watershed, in which Fircrest is located. The Council provides an opportunity for local agencies and citizen groups to coordinate their efforts to benefit the watershed.

### **3.2.4 MEASURING UNDERSTANDING AND ADOPTION OF TARGETED BEHAVIORS**

The City will begin a new effecting behavior change program in 2024, targeting dumpster pollution, and the City is exploring methods to monitor the affect this behavior change has going forward. The fish-friendly car kit behavior change program is ongoing but is not monitored for performance.

# **CHAPTER 4 – PUBLIC INVOLVEMENT AND PARTICIPATION**

## **4.1 PERMIT REQUIREMENTS**

Section S5.C.3 of the Permit requires the City to provide ongoing opportunities for public involvement participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. The City must comply with applicable state and local public notice requirements when developing elements of the SWMP.

Minimum performance measures are:

- a. Create opportunities for the public to participate in the decision-making processes involving the development, implementation, and update of the City’s SMAP and SWMP.
- b. Post on City website the SWMP Plan and the annual report required under S9.A of the Permit no later than May 31st each year. All other submittals shall be available to the public upon request.

## **4.2 2024 PROGRAM ACTIVITY**

### **4.2.1 Decision-Making Process Opportunities**

The SWMP Plan will be presented to the City Council at a general city meeting on March 26, 2024. During the meeting, any member of the public who wishes to comment on the SMAP or SWMP will be given the opportunity to provide comments. The City of Fircrest will notify the public of stormwater related discussions outside of the SMAP or annual SWMP via the City website and mailers.

### **4.2.2 SWMP and Annual Report Posting**

This SWMP Plan document and Permit annual report is posted on the City’s website in the current year prior to May 31. The SWMP will be available to the public, upon request, in the Public Works building.



# CHAPTER 5 – MS4 MAPPING AND DOCUMENTATION

## 5.1 PERMIT REQUIREMENTS

The City shall implement a program for maintaining mapping and documentation of the MS4. Minimum performance measures are:

- Ongoing Mapping: The City shall maintain mapping data for the features listed:
  - Known MS4 outfalls and known MS4 discharge points.
  - Receiving waters, other than groundwater
  - Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
  - Geographic areas served by the City’s MS4 that do not discharge stormwater to surface waters.
  - Tributary conveyances to all known outfalls and discharge points with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following features or attributes (or both) shall be mapped:
    - Tributary conveyance type, material, and size where known.
    - Associated drainage areas.
    - Land use.
  - Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
  - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
  
- New Mapping: The City shall:
  - No later than January 1, 2020, begin to collect size and material for all known MS4 outfalls during normal course of business (e.g., during field screening, inspection, or maintenance) and update records.
  - No later than August 1, 2023, complete mapping of all known connections from the MS4 to a privately-owned stormwater system.
  - No later than August 1, 2021, the required format for mapping is electronic (e.g., Geographic Information System, CAD drawings, or other software that can map and store points, lines, polygons, and associated attributes), with fully described mapping standards.
  - To the extent consistent with national security laws and directives, the City shall make available to Ecology, upon request, available maps depicting the information required in S5.C.4.a through c, above.
  - Upon request, and to the extent appropriate, the City shall provide mapping information to federally recognized Indian Tribes, municipalities, and other Permittees. This Permit does not preclude Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally recognized Indian Tribes, municipalities, and other Permittees.

## **5.2 2024 PROGRAM ACTIVITY**

The City of Fircrest's MS4 has been previously mapped including all known connections from privately-owned stormwater systems to the MS4 as required by the current Permit. The data is available within ArcGIS Online, with fully described mapping standards, and layered in the City's Asset Management software, which is utilized while performing annual inspections. Any new catch basins and pipe diameter and materials of unknown private connections to the MS4 will also be discovered/updated, if discovered while conducting CB inspections.

# CHAPTER 6 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

## 6.1 PERMIT REQUIREMENTS

Section S5.C.5 of the Permit requires the SWMP to include an ongoing program designed to prevent, detect, characterize, trace, and eliminate illicit connections and illicit discharges into the MS4. The required program has minimum performance measures as summarized below (see Permit for complete text):

- The program shall include procedures for reporting and correcting or removing illicit connections, spills, and other illicit discharges when they are suspected or identified. The program shall also include procedures for addressing pollutants entering the MS4

Illicit connections and illicit discharges must be identified through, but not limited to: field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.

- Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.
- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4, including the following components:
  - Procedures for conducting investigations of the City's MS4, including field screening and methods for identifying potential sources, implementation of a field screening methodology, and completing field screening for at least 12% of the MS4 each year. Permittees shall annually track total percentage of the MS4 beginning August 1, 2019.
  - A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.
  - An ongoing training program for a municipal field staff.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the City's MS4, including:
  - Procedures for characterizing the nature and potential public environmental threat of an illicit discharge
  - Procedures for tracing the source of an illicit discharge
  - Procedures for eliminating the illicit discharge
  - Meet the following timelines in addressing illicit discharges:
    - Immediate response to illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment

- Investigate within 7 days, on average, any complaint, report or monitoring information that indicates a potential illicit discharge
  - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection
  - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months
- Train staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Provide follow-up training as needed. Document and maintain records of training.
  - Recordkeeping: Track and maintain records of the activities conducted to meet the requirements for illicit discharge detection and elimination (IDDE).

## 6.2 2024 PROGRAM ACTIVITY

### 6.2.1 IDDE Ordinance

Fircrest has previously adopted an ordinance that prevents illicit non-stormwater discharges into the MS4, as found in FMC 20.25. The ordinance outlines prohibited discharges, allowed discharges, conditional discharges, prohibits illicit connections, monitoring, as well as enforcement.

### 6.2.2 Program to Detect and Identify Illicit Discharge

The City of Fircrest will continue its existing Illicit Discharge Detection and Elimination (IDDE) program, which relies on complaints from the public or identification by City staff during system maintenance. Additionally, the City will continue to complete field screening for an average of 12% of the MS4 each year. To comply with the current Permit, the following program enhancements will be maintained for 2024:

#### Field Screening Methodology

Fircrest's IDDE program utilizes the Outfall Reconnaissance Inventory field screening methodology, as described in Chapter 11 of the Center for Urban Watershed Protection's *Illicit Discharge Detection and Elimination* guidance manual (IDDE Manual) dated October 2004. Screening methods utilize the newly implemented Asset Management software will assist in tracking historic data related to IDDE's and Spills.

#### IDDE Training Program

Fircrest staff involved in IDDE underwent training in 2022 and 2023. Additional training will be provided in 2024 as needed due to staff changes.

#### Hotline for Public Reporting of Spills and other Illicit Discharges

The City Hall telephone number listed on the City's website for reporting will be identified on the City's website specifically for reporting spills and other illicit discharges. Afterhours calls are communicated to

and responded to by PW staff via contact from an on-call service then also emailed to PW Staff to be input into the database.

### Illicit Discharge Public Education

Illicit discharge public education to inform public employees, businesses, and the public of hazards associated with illicit discharges and improper storage of waste have been integrated into the public education efforts at various community events in addition to local schools providing ecology awareness-based artwork for a Citywide calendar.

### Source Control Business Inspection Program

In addition to the Source Control Programs for Existing Development that have already been implemented in previous years, the Source Control Business Inspection program is underway. The program educates and communicates with local businesses that may qualify under Appendix 8 of the Permit. Information is provided via utility billing mailers, available at the Public Works office and provided at community outreach events.

### **6.2.3 Program to Address Illicit Discharges**

The City utilizes the following procedures to address illicit discharges reported by the public or detected through field screening:

- When a spill or illicit discharge is reported or detected that has an obvious nature based on distinct odors, colors, or visual indicators, the Public Works Director or designee will take appropriate action to minimize the threat to human health, welfare, and/or the environment, and will comply with the reporting requirements of General Condition G3 of the Permit. If the nature of the spill or illicit discharge constitutes a threat to human health, welfare, or the environment, action will be taken immediately. Other potential illicit discharges will be investigated within 7 days.
- When an illicit discharge is detected that is not obvious in nature or threat level, indicator sampling will be carried out in accordance with Chapter 4 of *Illicit Connection and Illicit Discharge field Screening and Source Tracing Guidance Manual*, May 2013, prepared by Herrera Environmental Consultants for the Washington State Department of Ecology (IC/ID Guidance Manual). A private contractor will be utilized to perform indicator sampling, when required.
- The source of reported or detected illicit discharges will be traced in accordance with the methodologies described in Chapter 5 of the ID/IC Guidance Manual, utilizing City maintenance staff and/or private contractors, as required.
- Illicit connections, when reported or discovered, will be investigated within 21 days to determine the source of the connection, nature, and volume of the discharge through the connection, and the party responsible for the connection.
- Illicit connections will be remedied within a period as specified by the City in accordance with FMC 20.25.090.

#### **6.2.4 Illicit Discharge Training**

Fircrest Utility staff responsible for the IDDE program attended a training seminar in 2021. No changes were made to the program based on this training. Additional training was provided in 2022 and 2023, and further training will be provided in 2024 as needed due to staff changes.

#### **6.2.5 Illicit Discharge Recordkeeping**

All recordkeeping associated with the City's IDDE program is maintained within an internal Asset Management/Work Order program. IDDE's and spills are reported and documented in this program, whether the request originates from a citizen or City staff. Records are kept by the Public Works department and include the following:

- Field Screening Data
- Records of all detected illicit discharges and actions taken
- Reports of all reported spills and illicit discharges and actions taken
- Records of illicit connections and actions taken

All IDDE incidences are reported to the WQ WebIDDE app for reporting to Ecology.

# CHAPTER 7 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

## 7.1 PERMIT REQUIREMENTS

Section S5.C.6 of the Permit requires that the City implement and enforce a program to reduce pollutants in stormwater runoff to its MS4 from new development, redevelopment, and construction site activities. The program must apply to both private and public development, including roads. The program is required to have several components as summarized below (see Permit for complete text):

- a. Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects, no later than 06/30/22. The ordinance shall apply to all new applications on or after 07/01/22 or previous applications prior to 01/01/2017 that have not started construction by 01/01/22 or all applications between 01/02/17 to 07/01/22 that have not started construction by 07/01/2027.
- b. The ordinance or other enforceable mechanism shall include, at a minimum:
  - i. The Minimum Requirements, thresholds, and definitions in Appendix 1 or a program approved by Ecology under the 2013 NPDES Phase I Municipal Stormwater Permit amended to include the changes identified in Appendix 10, or Phase I program approved by Ecology and amended to include Appendix 10, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.
  - ii. The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2019 Phase I Permit), will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy the State requirement under chapter 90.48 RCW to apply AKART prior to discharge:
    - Site planning requirements
    - BMP selection criteria
    - BMP design criteria
    - BMP infeasibility criteria
    - LID competing needs criteria
    - BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria above in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

- iii. The legal authority, though the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this section that discharge to the City's MS4.
- c. The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the following standards:
- i. Review of all stormwater site plans for proposed development activities
  - ii. Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 of the Permit, or all construction sites that meet the minimum thresholds in Appendix 1 of the Permit.
  - iii. Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls.
  - iv. Each Permittee shall manage maintenance activities to inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed to identify maintenance needs and enforce compliance with maintenance standards as needed.
  - v. Inspect all permitted developments upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities.
  - vi. Compliance with the inspection requirements in (ii) through (v), above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of required inspections. The inspections may be combined with other inspections provided they are performed using qualified personnel.
  - vii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
  - viii. An enforcement strategy shall be implemented to respond to issues of noncompliance.
- d. The program shall make available, as applicable, the link to the electronic *Construction Stormwater General Permit* Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic *Industrial Stormwater General Permit* NOI form for industrial activity to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.
- e. Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training must be provided as



needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.

## **7.2 2024 PROGRAM ACTIVITY**

The City of Fircrest has an ongoing program for controlling runoff from new development, redevelopment and construction sites that was expanded in 2023 and will be maintained in 2024. The following sections describe existing program elements to comply with Permit requirements, as well as specific program enhancements which were implemented in 2023 and will remain in effect in 2024.

### **7.2.1 Stormwater Ordinance**

Fircrest Municipal Code (FMC) 20.24.030 adopts the most recent version Ecology's Stormwater Management Manual for Western Washington (SWMMWW). Currently the City enforces the requirements in the SWMMWW for all new development, redevelopment, and construction sites, both public and private, including roads. By adopting the SWMMWW, the City is complying with the requirement of S5.C.4.a.ii of the Permit to include requirements, limitations, and criteria for site planning and BMPs for protection of water quality and reduction of pollutant discharge.

The legal authority to inspect and enforce maintenance standards for private stormwater facilities through the approval process for new development and redevelopment is currently established by FMC 20.24.

### **7.2.2 Stormwater Permitting Process**

The City will continue its current stormwater permitting process with plan review, inspection, and enforcement capability to ensure compliance with code requirements for both private and public projects, using qualified personnel. This includes:

- Meet with the City Planning Department to discuss impacts from new development, redevelopment, and construction sites
- Review of all stormwater site plans
- Inspection of all submitted development sites that have a high potential for sediment transport prior to clearing and construction
- Inspection of all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls with enforcement as necessary, based on the inspections
- Inspection of all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls, such as stormwater facilities and structural BMPs
- Verification that a maintenance plan has been completed and responsibility for maintenance has been assigned with enforcement as necessary, based on the inspections
- Ensuring compliance with inspection requirements by the presence and records of an established inspection program that is designed to inspect all sites and achieve at least 80% of scheduled inspections

The City will document all site inspections performed as part of the permitting process. A shared documentation process between the Public Works department the Planning Department has been

established. This program, Jot Form, streamlines the permitting process and ensures the appropriate department signs off on each phase of a project.

### **7.2.3 Enforcement of Stormwater Ordinance for Sites with Ecology Permits**

The City will enforce local ordinances controlling runoff from sites that are also covered by stormwater permits by Ecology.

### **7.2.4 Training**

Public Works staff members completed CESCL training in 2022 and 2023. Additional training will be provided in 2024 as needed due to staffing changes.

Records of staff that have received training are maintained by the Public Works Director.

### **7.2.5 Low Impact Development**

The City will continue to require LID Principles and LID BMPS when updating, revising, and developing new local development-related codes, rules, standard, or other enforceable documents, as needed.

# CHAPTER 8 – MUNICIPAL OPERATIONS AND MAINTENANCE

## 8.1 PERMIT REQUIREMENTS

Section S5.C.7 of the Permit requires that the City document and implement a program to regulate maintenance activities and training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. The program is required to have several components as summarized below (see Permit for complete text):

- a. Implement maintenance standards that are as protective, or more protective, of facility function than those specified in *Stormwater Management Manual for Western Washington* or Phase I program approved by Ecology. For facilities which do not have maintenance standards, the City is required to develop a maintenance standard. Maintenance standards were required to be implemented no later than June 30, 2022.
  - i. The purpose of the maintenance standard is to determine if maintenance is required.
  - ii. When an inspection identifies an exceedance of the maintenance standard, maintenance is required to be performed:
    - Within 1 year for typical maintenance of facilities, except catch basins
    - Within 6 months for catch basins
    - Within 2 years for maintenance that requires capital construction of less than \$25,000

Circumstances beyond the Permittee’s control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

- b. Maintenance of stormwater facilities regulated by the Permittee
  - i. The program shall include provisions to verify adequate long-term O&M of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S.5.C.6.c and shall be maintained in accordance with S5.C.7.a.

The provisions shall include:

- (a) Implementation of an ordinance or other enforceable mechanism that:
  - Clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a.
  - Requires inspection of facilities in accordance with the requirements in (b), below.
  - Establishes enforcement procedures.
- (b) Perform annual inspection of all City-owned or operated permanent stormwater and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.6c, including those permitted in accordance with requirements adopted pursuant to the 2007-2019 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Compliance with the inspection requirements in (b), above, shall be determined by the presence and records of an established inspection program designed to inspect all facilities, and achieving at least 80% of required inspections.
  - iii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- c. Maintenance of stormwater facilities owned or operated by the Permittee.
- i. Each Permittee shall implement a program to annually inspect all municipally owned or operated stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Perform spot checks of potentially damaged permanent stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval).
- iii. Each Permittee shall inspect all catch basins and inlets owned or operated by the Permittee every two years. Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the *Stormwater Management Manual for Western Washington*.

The following alternatives to the standard approach of inspecting all catch basins every two years may be applied to all or portions of the system:

- (a) The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency.
- (b) Inspections every two years may be conducted on a “circuit basis” whereby

25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any MS4 outfall, discharge point, or connections to public or private storm systems, if applicable.

- (c) The Permittee may clean all pipes, ditches, and catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.
- iv. Compliance with inspection requirements in S5.C.7.c i-iii, above, is determined by the presence of an established inspection program designed to inspect all sites and achieving at least 95% of inspections.
- d. Implement practices, policies and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, and road maintenance activities under the control of the City. No later than December 31, 2022, document the practices, policies, and procedures. Lands owned or maintained by the Permittee include, but are not limited to streets, parking lots, roads, highways, buildings, parks, open space, road rights-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities. The following activities shall be addressed:
  - Pipe cleaning
  - Cleaning of culverts
  - Ditch maintenance
  - Street cleaning
  - Road repair and resurfacing, including pavement grinding
  - Snow and ice control
  - Utility installation
  - Pavement striping maintenance
  - Maintaining roadside areas, including vegetation management
  - Dust control
  - Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
  - Sediment and erosion control
  - Landscape maintenance and vegetation disposal
  - Trash and pet waste management
  - Building exterior cleaning and maintenance
- e. Implement an ongoing training program for City employees whose primary construction, operations or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided and the staff trained.

- f. Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes stormwater discharges associated with the activity. As necessary, update SWPPPs no later than December 31, 2022, to include the following information. At a minimum, the SWPPP shall include:
  - i. A detailed description of the operational and structural BMPs in use at the facility and a schedule for implementation of additional BMPs when needed. BMPs selected must be consistent with the Stormwater Management Manual for Western Washington, or a Phase I program approved by Ecology. The SWPPP must be updated as needed to maintain relevancy with the facility.
  - ii. At minimum, annual inspections of the facility, including visual observations of discharges, to evaluate the effectiveness of the BMPs, identify maintenance needs, and determine if additional or different BMPs are needed. The results of these inspections must be documented in an inspection report or check list.
  - iii. An inventory of the materials and equipment stored on-site, and the activities conducted at the facility which may be exposed to precipitation or runoff and could result in stormwater pollution.
  - iv. A site map showing the facility's stormwater drainage, discharge points, and areas of potential pollutant exposure.
  - v. A plan for preventing and responding to spills at the facility which could result in an illicit discharge.
- g. Maintain records of inspections and maintenance or repair activities conducted by the City.

### **8.1.1 Operations and Maintenance of Permitted Stormwater Facilities Program**

The City requires property owners to maintain, inspect and clean their privately maintained facilities. City staff is not responsible for inspecting private systems. New construction as-built records are available in the Public Works building.

## **8.2 2024 PROGRAM ACTIVITY**

The City of Fircrest has an established program for municipal operation and maintenance, which will continue in 2024. The following sections describe current program elements to comply with Permit requirements.

### **8.2.1 Maintenance Standards**

The City utilizes the maintenance standards specified in Appendix V-A of Volume V of the 2019 *Stormwater Management Manual for Western Washington* for operation and maintenance of the City's stormwater systems. Any updates to maintenance standards provided in the future *Stormwater Management Manual for Western Washington* will be adopted by the City.

## 8.2.2 Inspection of Municipal Stormwater Facilities

In 2022, inspections of 100 percent of the municipal stormwater system took place, and cleaning took place within 6 months for structures that did not pass inspections. The following procedures were performed in 2023 and will be continued in 2024:

**Annual Inspections:** There are currently two publicly maintained stormwater treatment and flow control facilities in the City of Fircrest that require annual inspection. One LID BMP also exists, permeable pavement sidewalks along Emerson Street, which will continue to be inspected annually.

**Spot Checks:** Spot checks will be performed at culvert crossings along Leach Creek after each major storm event (10-year, 24-hour storm event). The two City-maintained treatment and flow control facilities will also be checked if the potential for damage is suspected.

**Catch Basin Inspections and Cleaning:** City staff will continue to inspect and clean all catch basins at least once every two years, with half of the City completed in each year of the two-year cycle. Decant water from the catch basin cleaning effort will be disposed of in accordance with the requirements set forth in Permit Appendix 6, Street Waste Disposal.

## 8.2.3 Stormwater Impact Reduction Procedures

The City has implemented the following practices, policies, and procedures to reduce stormwater impacts:

**City Parks:** City of Fircrest Parks and Recreation Department operates six park sites. Practices, policies, and procedures to reduce stormwater impacts at these sites consist of the following, which will be continued in 2024:

- Use fertilizers, pesticides, and herbicides according to the manufacturer's specifications. All applications follow state and local and guidelines and are used only after consultation with the Management Team and Public Works Department.
- Regularly consult with the Management Team and Public Works Department and receive specific guidelines from Pierce Conservation District regarding landscape maintenance and vegetation removal.
- Use environmentally friendly cleaning solutions for all exterior cleaning and maintenance.

**Road and Street Maintenance:** The City of Fircrest performs street sweeping of major streets monthly, weather permitting. Roadside area and vegetation are maintained while minimizing the use of herbicides or pesticides. Road repair and resurfacing is performed by contractors in accordance with requirements for construction stormwater pollution prevention as documented in the 2019 SWMMWW. Fircrest performs snow and ice control as required, using manufacturer's application rate for minimally environmentally toxic deicing chemicals. See Appendix B for documentation on the policies, practices, and procedures the City has adopted to reduce stormwater impacts from City-owned or maintained lands to meet section SC5.7 of the NPDES Permit.

## 8.2.4 Training

Field staff receive monthly training in Operations & Maintenance that is relevant to each department. Pollution prevention training will be continued by sending appropriate staff to training courses when needed due to staff change or to increase knowledge.

## 8.2.5 Stormwater Pollution Prevention Plan (SWPPP)

A SWPPP has been prepared for the City's main maintenance/storage facility located on Ramsdell Street. A copy is kept on-site and was updated in December 2022.

## 8.2.6 Municipal O&M Recordkeeping

The Public Works Director or designee will continue to maintain records of all inspections and maintenance activities.



*Figure 1 – City of Fircrest Public Works Department Staff*



# CHAPTER 9 – SOURCE CONTROL PROGRAMS FOR EXISTING DEVELOPMENT

## 9.1 PERMIT REQUIREMENTS

The City shall maintain a program dedicated to the prevention and reduction of pollutant runoff from areas which discharge to the MS4. The success of this program relies on a comprehensive and up-to-date catalog of all publicly and privately owned institutional, commercial, and industrial sites with the potential to generate pollutants within discharge range of the MS4.

Development, application, and enforcement of a source control program will require the implementation of several key components over the next three years.

- Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.
- Inspections of pollutant generating sources at publicly and privately owned institutional, commercial, and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit. Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under an NPDES permit issued by Ecology.
- Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

## 9.2 2019-2024 PERMIT REQUIREMENTS

- No later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (see Appendix 8 to identify pollutant generating sources).
- No later than August 1, 2022, the Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4.
  - Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8).
  - Other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.

- No later than January 1, 2023, Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii, above.
  - All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control requirements applicable to those activities. This information shall be provided by mail, telephone, electronic communications, or in person. This information may be provided all at one time or spread out over the permit term to allow for tailoring and distribution of the information during site inspections.
  - The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control requirements. The Permittee may count follow-up compliance inspections at the same site toward the 20% inspection rate. The Permittee may select which sites to inspect each year and is not required to inspect 100% of sites over a 5-year period. Sites may be prioritized for inspection based on their land use category, potential for pollution generation, proximity to receiving waters, or to address an identified pollution problem within a specific geographic area or sub-basin.
  - Each Permittee shall inspect 100% of sites identified through credible complaints.
  - Permittees may count inspections conducted based on complaints, or when the property owner denies entry, to the 20% inspection rate.
  
- No later than January 1, 2023, each Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period as specified below:
  - If the Permittee determines, through inspections or otherwise, that a site has failed to adequately implement required BMPs, the Permittee shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
  - When a Permittee determines that a site has failed to adequately implement BMPs after a follow-up inspection(s), the Permittee shall take enforcement action as established through authority in its municipal codes or ordinances, or through the judicial system.
  - Each Permittee shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating an effort to bring sites into compliance. Each Permittee shall also maintain records of sites that are not inspected because the property owner denies entry.
  - A Permittee may refer non-emergency violations of local ordinances to Ecology, provided, the Permittee also makes a documented effort of progressive enforcement. At a minimum, a Permittee's enforcement effort shall include documentation of inspections and warning letters or notices of violation.

- Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement procedures. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staff. Permittees shall document and maintain records of the training provided and the staff trained.

### **9.3 2024 PROGRAM ACTIVITY**

Existing ordinances related to enforcing source control for existing development are under FMC 20.24 and FMC 20.25. In 2022, the City revised section 20.24 of the Fircrest municipal Code to allow the City to inspect and enforce source control BMPs at existing developed sites.

The City has implemented a program to identify commercial and industrial sites which have the potential to generate pollutants to the MS4 to meet the August 1, 2022 deadline. The City is aware of all commercial sites within the City Limit and has begun an updated private stormwater inspection program. There are no identified commercial sites that would produce pollutants to the MS4. The City reviewed all business licenses to identify potential home businesses that may impact the MS4.

Once the assessment was completed, the City developed a source control inventory of all businesses and properties identified as conducting activities that are pollutant generating and may impact the MS4. Identified sites included governmental sites, mobile or home-based businesses, and sites that received complaints indicating it may be pollution generating.

**APPENDIX A**  
**CITY OF FIRCREST SMAP RECEIVING BASIN PRIORITIZATION**

## **A-1 Overview**

A receiving water assessment was performed for the City of Fircrest to assess and document the existing information and conditions related to local receiving waters and contributing areas. The purpose of the assessment is to aide in identifying the receiving waters that would most likely benefit from stormwater management planning.

The NPDES permit requires a watershed inventory, provided as a table, to be submitted no later than March 31, 2022, and a brief description of the receiving waters that are in Fircrest. A single waterbody, Leach Creek, with three contributing area assessment units, was identified a receiving water for the City of Fircrest. Assessment was performed using 303(d) listing information, Environmental Justice Screening and Mapping Tool, Puget Sound Watershed Characterization Project, and the Coastal Atlas Map.

## **A-2 Receiving Water and Assessment Unit Areas**

The City has a single receiving water, Leach Creek, a sub-watershed of the Clover-Chambers Creek watershed. Leach Creek is over 2 miles long and the contributing watershed area consists of 1,867 acres, of which 40% is residential, 37% is commercial, 20% is open space, and 3% is Industrial. The existing stormwater pipe network of Fircrest, University Place, and Tacoma discharges to Leach Creek holding basin. Discharges from Leach Creek holding basin, as well as stormwater runoff from Fircrest, University Place, and Lakewood, supply flows to Leach Creek downstream of the holding basin prior to confluence with Chamber Creek. The lower reaches of Leach Creek contain salmonid spawning habitat.

A 303(d) listing, per Section 303(d) of the federal Clean Water Act, exists for Leach Creek for mercury and bacteria.

Three assessment unit areas, as defined by Puget Sound Watershed Characterization Project, exist within Fircrest. The southwestern corner of Fircrest lies within basin 12003 and contributes runoff to Lower Leach Creek prior to confluence with Chambers Creek. The total area of basin 12003 is 1,189 acres. The City of Fircrest comprises 24 acres, or 2% of this basin. Lower Leach Creek has the designated use of anadromous fishery. The Water flow assessment revealed moderate surface storage for this area and the basin has a “moderate” ranking for water flow importance for Leach Creek. Water quality assessment review showed moderate-to-high levels of sediment, phosphorous, metals, nitrogen, and pathogens for this basin.

Basin 12004 represents the area that contributes runoff to Upper Leach Creek, downstream of the Leach Creek Holding Basin. The total area of Basin 12004 is 1,959 acres. Fircrest makes up 35%, or 690 acres of this basin. Upper leach creek has the designated use of anadromous fishery. The Water flow assessment revealed moderate surface storage for this area, with high degradation of water flow. Additionally, this basin is rank “high” for water flow importance to Leach Creek. Water quality assessment review showed moderate-to-high levels of sediment, phosphorous, metals, nitrogen, and pathogens for this basin.

The northernmost watershed of Fircrest, Basin 12005, contains the contributing area that drains to Leach Creek Holding basin in Tacoma. This basin the most upstream basin of the three basins in Fircrest. The total area of this watershed is 1,774 acres, of which 290 acres, or 16%, are within Fircrest City Limits. The Leach Creek Holding basin is used as a regional stormwater management facility. The Water flow assessment revealed low surface storage for this area; however, this basin also has a designation of

“low water flow importance.” Water quality assessment review revealed moderate-to-high levels of sediment, phosphorous, metals, nitrogen, and pathogens for this basin.

**A-3 Stormwater Management Action Plan Assessment Table**

The following table summarizes the results of the watershed inventory assessment for the City of Fircrest.

**APPENDIX B**  
**S5.C.7 DOCUMENTATION**

# Memorandum

**To:** Tyler Bemis – Project Manager  
City of Fircrest

**CC:** Terry Wright, PE – KPG Psomas  
Sam Wilson, PE – KPG Psomas

**From:** Kristen Powers, EIT – KPG Psomas

**Date:** 12/14/2022

**Re:** City of Fircrest Documentation of Policies, Practices, and Procedures to reduce SW impacts from permittee land

**Project No:** 19016W11 (KPG Psomas)

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This memorandum documents the City of Fircrest practices, policies and procedures to reduce stormwater impacts from all City owned and maintained lands in accordance with S5.C.7.d and S5.C.7.e of the Phase III NDPES permit.

## **Practices, policies, and procedures**

The Phase II permit requires the City to develop and implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, and road maintenance activities under the functional control of the City. Lands owned or maintained by the City to which this requirement applies include, but are not limited to parking lots, streets, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities.

The City's practices, policies, and procedures mentioned above must address the following activities: pipe cleaning; cleaning of culverts that convey stormwater in ditch systems; ditch maintenance; street cleaning; road repair and resurfacing, including pavement grinding; snow and ice control; utility installation; maintaining roadside areas, including vegetation management; dust control; pavement striping maintenance; application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts; sediment and erosion control; landscape maintenance and vegetation disposal; trash and pet waste management; and building exterior cleaning and maintenance.

The City departments that have custodial responsibility related to the activities above are Public Works and Parks & Recreation.

The City of Fircrest maintains practices for reducing stormwater impacts associated with runoff from all lands owned or maintained by the City including road maintenance activities under the functional control of



the City. These practices and policies were developed through combined efforts implemented by the City and Pierce County.

The City has adopted the following guidelines for inspection and maintenance activities:

- WSDOT Regional Road Maintenance Endangered Species Act Program Guidance
- Applicable source control BMPs listed in the Stormwater Management Manual for Western Washington, Volume IV
- Condition Assessment Manuals, developed by Pierce County (need list, should include vegetation or pest management if available)
- Integrated Pest Management Plan, developed by Pierce County Conservation District
- Stormwater Pollution Prevention Plans (SWPPPs) developed for S5.C.7.f or other site-specific SWPPPs by other applicable NPDES stormwater permit guidelines.

### **Training**

Ongoing training for with primary operations or maintenance job functions that may impact stormwater quality are trained in topics relevant to their job descriptions. Instructions including the above guidelines is provided, as relevant to their duties and roles, with follow up training, as needed, along with IDEE and CECSL training. Records of training provided including dates, activities or course descriptions, and names and positions of staff in attendance are kept in the Public Works office.

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:**        **2024 Budget Amendment #1 Ordinance – 2<sup>nd</sup> Reading**  
**ITEM:**                    **12A**  
**DATE:**                   **April 9, 2024**  
**FROM:**                   **Colleen Corcoran, Finance Director**

**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_, authorizing revenues and expenditures of funds for matters not provided for in the Adopted 2024 Budget.

**PROPOSAL:** This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2024 Budget.

**FISCAL IMPACT:** The fiscal impact of this proposal results in increases in expenditures with corresponding increases in revenue or corresponding decreases in fund balance as follows:

Fund	Account	Title	Revenue	Expense	Ref
General	308.91.00.01	Unassigned BFB-General	580,186		1
	308.51.00.02	Assigned BFB-44 <sup>th</sup> Alameda	57,155		1
	308.51.00.01	Assigned BFB-Light Fund	25,797		1
	308.31.00.01	Restricted BFB-ARPA	48,539		1
	518.11.41.00	Professional Services-Personnel		10,000	2
	521.10.41.00	Professional Services-Civil Service		4,000	3
	594.11.64.00	Mach & Equip Leg. (ARPA funds)		16,725	4
	594.76.63.01	Other Improv (44 <sup>th</sup> St funds)		23,700	5
	508.91.00.01	Unassigned EFB-General		566,186	1,2,3
	508.51.00.02	Assigned EFB-44 <sup>th</sup> Alameda		33,455	1,5
	508.51.00.01	Assigned EFB-Light Fund		25,797	1
	508.31.00.01	Restricted EFB-ARPA		31,814	1,4
Street	308.91.01.01	Unassigned BFB-Street	42,738		1
	333.20.20.01	Indirect Fed Grant-Dept of Trans	70,260		6
	334.03.81.00	State Grant-Trans Improv Board	677,409		7
	397.00.00.06	REET I-Transfer-In	124,543		7
	397.00.00.06	REET I-Transfer-In	137,095		6
	595.10.63.06	Project Engineering		218,320	6
	595.32.63.01	Street Improvements		801,952	7
	508.91.01.01	Unassigned EFB-Street		31,773	1,6,7
Police Invest	308.31.01.05	Restricted BFB-Police Inv Fund	382		1
	521.21.49.00	Miscellaneous Investigations		382	1
Park Bond Debt	308.31.02.01	Restricted BFB-Park Bond Debt	699		1
	508.31.02.01	Restricted EFB-Park Bond Debt		699	1
Park Bond Capital	308.31.03.01	Restricted BFB-Park Bond Capital	78,635		1
	508.31.03.01	Restricted EFB-Park Bond Capital		78,635	1
REET	308.31.03.11	Restricted BFB-REET 1	2,791		1
	308.31.03.12	Restricted BFB-REET 2	26,109		1
	597.06.00.01	REET 1 Transfer-Out		137,095	6
	597.06.00.01	REET 1 Transfer-Out		124,543	7

Fund	Account	Title	Revenue	Expense	Ref
REET	508.31.03.11	Restricted EFB-REET 1		(258,847)	1,6,7
	508.31.03.12	Restricted EFB-REET 2		26,109	1
Storm	308.51.04.15	Assigned BFB-Storm	53,461		1
	508.51.04.15	Assigned EFB-Storm		53,461	1
Storm Capital	308.51.04.16	Assigned BFB-Storm Capital	(225,458)		1
	508.51.04.16	Assigned EFB-Storm Capital		(225,458)	1
Water	308.51.04.25	Assigned BFB-Water	(11,937)		1
	508.51.04.25	Assigned EFB-Water		(11,937)	1
Water Capital	308.31.04.26	Restricted BFB-Water ARPA	147,270		1
	308.51.04.26	Assigned BFB-Water Capital	25,128		1
	508.31.04.26	Restricted EFB-Water ARPA		147,270	1
	508.51.04.26	Assigned EFB-Water Capital		25,128	1
Sewer	308.51.04.30	Assigned BFB-Sewer	473,187		1
	369.91.04.30	Miscellaneous-Sewer	80,000		8
	535.10.41.00	Professional Services-Sewer		10,000	9
	508.51.04.30	Assigned EFB-Sewer		543,187	1,8,9
Sewer Capital	308.51.04.32	Assigned BFB-Sewer Capital	144,543		1
	594.35.63.01	Other Improve – Sewer Capital		24,520	10
	508.51.04.32	Assigned EFB-Sewer Capital		120,023	1,10
ERR	308.51.05.01	Assigned BFB-ERR	(36,956)		1
	594.48.63.03	ERR Capital Outlay-Admin		1,240	11
	594.48.64.03	ERR Capital Outlay-Admin		1,200	12
	594.48.64.04	ERR Capital Outlay-Finance		1,240	13
	594.48.64.12	ERR Capital Outlay-Street		(960)	12
	594.48.64.14	ERR Capital Outlay-W/S		(240)	12
	508.51.05.01	Assigned EFB-ERR		(39,436)	1,11,12,13
		<b>TOTALS</b>	<b>\$2,521,576</b>	<b>\$2,521,576</b>	

**ADVANTAGE:** This proposal will provide the necessary budget for the following:

1. Match Budgeted Beginning & Ending Fund Balances to actual in all funds.
2. Increased cost for legal fees relating to personnel issues.
3. Increased cost for testing potential police officers.
4. Rollover for Council Chamber Audio/Visual project. (ARPA funded)
5. Rollover for Whittier Park Master Plan. (44<sup>th</sup>/Alameda funded)
6. Regents Blvd. Grind & Overlay Project. (REET 1 funded)
7. Claremont Grind & Overlay Project.
8. Prose Project MOU - reimbursement agreement.
9. Rollover for Bob Jean's contract.
10. Replacement pump for Commons lift station.
11. PC for City Manager.
12. PC for Deputy City Clerk's office originally at Public Works.
13. PC for Finance Director.

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2024 Budget by Fund as follows:

<b><u>2024 REVENUES, EXPENDITURES &amp; BALANCES BY FUND</u></b>			
<b><u>FUND</u></b>	<b><u>ORIGINAL</u></b>	<b><u>BA #1</u></b>	<b><u>AMENDED</u></b>
General	\$12,050,485	\$711,677	\$12,762,162
Street	2,315,346	1,052,045	3,367,391
Police Investigation	13,551	382	13,933
Cumulative Reserve	2,750,000	-	2,750,000
Park Bond Debt Service	602,303	699	603,002
Park Bond Capital	1,615,655	78,635	1,694,290
REET	3,161,372	28,900	3,190,272
Storm	1,046,742	53,461	1,100,203
Storm Capital	823,178	(225,458)	597,720
Water	1,342,337	(11,937)	1,330,400
Water Capital	564,578	172,398	736,976
Sewer	3,939,150	553,187	4,492,337
Sewer Capital	1,489,792	144,543	1,634,335
ERR	2,499,013	(36,956)	2,462,057
<b>Total</b>	<b>\$34,213,502</b>	<b>\$2,521,576</b>	<b>\$36,735,078</b>

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not amend the budget, which does not allow for an accurate depiction of City revenues, expenditures, and fund balances.

**HISTORY:** It is prudent financial practice to periodically adjust the adopted budget to account for any unforeseen revenue or expenditure items that may arise throughout the year. It is not uncommon for the Council to approve expenses that were not anticipated in the budget process. Budget amendments are needed to address these issues and ensure that we stay within authorized budget limits per Washington State law. These budget amendments also help to provide a more accurate reflection of each fund’s anticipated ending fund balance. The State Auditor expects such adjustments to occur.

Budget amendments typically consist of two types of adjustments - miscellaneous and housekeeping. Miscellaneous adjustments typically account for unanticipated expenditures items and revenue adjustments. This includes accounting for revenue and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments that arise due to the implementation of necessary accounting rules, the adjustment of beginning fund balances to equal the prior year’s actual ending fund balances, and carryforwards of appropriations for projects and/or expenditures already underway but not completed in the prior year. Budget amendments also contain adjustments that have arisen from City Council actions taken since any previous budget amendments. These actions include awarding professional service and construction contracts, capital purchases, contract change orders, and enacting rate increases.

**ATTACHMENTS:** [Ordinance](#)  
[Budget Amendment Worksheet](#)

**CITY OF FIRCREST  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,  
AMENDING ORDINANCE NO. 1715 TO AUTHORIZE ADDITIONAL  
EXPENDITURES OF FUNDS FOR MATTERS NOT FORESEEN AT  
THE TIME OF FILING THE 2024 ANNUAL BUDGET, PROVIDING  
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2024; and

**WHEREAS**, the City of Fircrest adopts an annual budget at the fund level; and

**WHEREAS**, the City of Fircrest adopted its 2024 Budget on November 28, 2023, through Ordinance No. 1715; and

**WHEREAS**, the City Council, after due consideration, has deemed that it is necessary and in the best interest of the City of Fircrest to amend Ordinance No. 1715, the Adopted 2024 Budget, to defray the anticipated expenditures.

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

**Section 1. Amendment.** Ordinance No. 1715, the Adopted 2024 Budget, is hereby amended as set forth in Section 2 below.

**Section 2. Amendment.** The anticipated revenues and expenditures will result in the amendment of the 2024 Budget by fund as follows:

<b><u>2024 REVENUES, EXPENDITURES &amp; BALANCES BY FUND</u></b>			
<b><u>FUND</u></b>	<b><u>ORIGINAL</u></b>	<b><u>BA #1</u></b>	<b><u>AMENDED</u></b>
General	\$12,050,485	\$711,677	\$12,762,162
Street	2,315,346	1,052,045	3,367,391
Police Investigation	13,551	382	13,933
Cumulative Reserve	2,750,000	-	2,750,000
Park Bond Debt Service	602,303	699	603,002
Park Bond Capital	1,615,655	78,635	1,694,290
REET	3,161,372	28,900	3,190,272
Storm	1,046,742	53,461	1,100,203
Storm Capital	823,178	(225,458)	597,720
Water	1,342,337	(11,937)	1,330,400
Water Capital	564,578	172,398	736,976
Sewer	3,939,150	553,187	4,492,337
Sewer Capital	1,489,792	144,543	1,634,335
ERR	2,499,013	(36,956)	2,462,057
<b>Total</b>	<b>\$34,213,502</b>	<b>\$2,521,576</b>	<b>\$36,735,078</b>

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**Section 3. Non-emergency.** The revenues and expenditures set forth in Section 2 above are not one of the emergencies specifically enumerated in RCW 35A.33.080.

**Section 4. Corrections.** The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 5. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

**Section 6. Effective Date.** This ordinance shall take effect five days after its passage, approval, and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 9th day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

Publication Date:

Effective Date:

**CITY OF FIRCREST  
2024 BUDGET AMENDMENT #1**

FUND	BEGINNING BALANCE	Adjustment	REVISED BEGINNING BALANCE	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING BALANCE	Adjustment	REVISED ENDING BALANCE
				Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget			
<b>Operating</b>												
001 General Fund	\$ 4,547,720	\$ 711,677	\$ 5,259,397	\$ 7,502,765	\$ -	\$ 7,502,765	\$ 7,860,958	\$ 54,425	\$ 7,915,383	\$ 4,189,527	\$ 657,252	\$ 4,846,779
<b>Special Revenue</b>												
101 City Street	358,090	42,738	400,828	1,957,256	1,009,307	2,966,563	2,002,391	1,020,272	3,022,663	312,955	31,773	344,728
105 Police Investigation	12,951	382	13,333	600	-	600	13,551	382	13,933	-	-	-
150 Cumulative Reserve	1,979,506	-	1,979,506	770,494	-	770,494	-	-	-	2,750,000	-	2,750,000
<b>Subtotal Special Revenue Funds</b>	<b>2,350,547</b>	<b>43,120</b>	<b>2,393,667</b>	<b>2,728,350</b>	<b>1,009,307</b>	<b>3,737,657</b>	<b>2,015,942</b>	<b>1,020,654</b>	<b>3,036,596</b>	<b>3,062,955</b>	<b>31,773</b>	<b>3,094,728</b>
<b>Debt Service</b>												
201 Park Bond Debt Service	148,762	699	149,461	453,541	-	453,541	439,750	-	439,750	162,553	699	163,252
<b>Subtotal Debt Service Funds</b>	<b>148,762</b>	<b>699</b>	<b>149,461</b>	<b>453,541</b>	<b>-</b>	<b>453,541</b>	<b>439,750</b>	<b>-</b>	<b>439,750</b>	<b>162,553</b>	<b>699</b>	<b>163,252</b>
<b>Total Operating Funds</b>	<b>\$ 7,047,029</b>	<b>\$ 755,496</b>	<b>\$ 7,802,525</b>	<b>\$ 10,684,656</b>	<b>\$ 1,009,307</b>	<b>\$ 11,693,963</b>	<b>\$ 10,316,650</b>	<b>\$ 1,075,079</b>	<b>\$ 11,391,729</b>	<b>\$ 7,415,035</b>	<b>\$ 689,724</b>	<b>\$ 8,104,759</b>
<b>Capital Improvement</b>												
301 Park Bond Capital	1,322,655	78,635	1,401,290	293,000	-	293,000	974,347	-	974,347	641,308	78,635	719,943
310 REET	2,745,557	28,900	2,774,457	415,815	-	415,815	220,213	261,638	481,851	2,941,159	(232,738)	2,708,421
<b>Subtotal Capital Improvement Funds</b>	<b>4,068,212</b>	<b>107,535</b>	<b>4,175,747</b>	<b>708,815</b>	<b>-</b>	<b>708,815</b>	<b>1,194,560</b>	<b>261,638</b>	<b>1,456,198</b>	<b>3,582,467</b>	<b>(154,103)</b>	<b>3,428,364</b>
<b>Enterprise</b>												
415 Storm Drain Operating	393,242	53,461	446,703	653,500	-	653,500	551,193	-	551,193	495,549	53,461	549,010
416 Storm Capital Improvement	741,278	(225,458)	515,820	81,900	-	81,900	116,250	-	116,250	706,928	(225,458)	481,470
425 Water Operating	119,387	(11,937)	107,450	1,222,950	-	1,222,950	1,211,846	-	1,211,846	130,491	(11,937)	118,554
426 Water Capital Improvement	313,988	172,398	486,386	250,590	-	250,590	459,375	-	459,375	105,203	172,398	277,601
430 Sewer Operating	1,004,366	473,187	1,477,553	2,934,784	80,000	3,014,784	3,351,092	10,000	3,361,092	588,058	543,187	1,131,245
432 Sewer Capital Improvement	1,255,792	144,543	1,400,335	234,000	-	234,000	887,740	24,520	912,260	602,052	120,023	722,075
<b>Subtotal Enterprise Funds</b>	<b>3,828,053</b>	<b>606,194</b>	<b>4,434,247</b>	<b>5,377,724</b>	<b>80,000</b>	<b>5,457,724</b>	<b>6,577,496</b>	<b>34,520</b>	<b>6,612,016</b>	<b>2,628,281</b>	<b>651,674</b>	<b>3,279,955</b>
<b>Internal Service</b>												
501 Equipment Replacement	1,983,001	(36,956)	1,946,045	516,012	-	516,012	352,275	2,480	354,755	2,146,738	(39,436)	2,107,302
<b>Subtotal Internal Service Funds</b>	<b>1,983,001</b>	<b>(36,956)</b>	<b>1,946,045</b>	<b>516,012</b>	<b>-</b>	<b>516,012</b>	<b>352,275</b>	<b>2,480</b>	<b>354,755</b>	<b>2,146,738</b>	<b>(39,436)</b>	<b>2,107,302</b>
<b>Total Budget</b>	<b>\$ 16,926,295</b>	<b>\$ 1,432,269</b>	<b>\$ 18,358,564</b>	<b>\$ 17,287,207</b>	<b>\$ 1,089,307</b>	<b>\$ 18,376,514</b>	<b>\$ 18,440,981</b>	<b>\$ 1,373,717</b>	<b>\$ 19,814,698</b>	<b>\$ 15,772,521</b>	<b>\$ 1,147,859</b>	<b>\$ 16,920,380</b>

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Pierce County System Access and Use Agreement  
**ITEM:** 13A  
**DATE:** April 9, 2024  
**FROM:** Ron Schaub, Chief of Police  
Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the 2024 Pierce County System Access and Use Agreement between the City of Fircrest and Pierce County for continued access to the Single County-Wide Communication System.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute the System Access and Use Agreement between the City of Fircrest and Pierce County. The Combined Communications Network (CCN) system is incorporated into the South Sound 911 system but is owned by Pierce County. The System Access and Use Agreement provides access to the CCN Single County-Wide Communication System by approved mobile and portable radios and associated approved equipment. This is an essential system for the City of Fircrest Police Department and is partially subsidized by South Sound 911.

**FISCAL IMPACT:** The fee for 2024 is \$28,087.92, which is an increase of \$4,375.83 from the 2022 fee of \$23,712.09 for use of the system.

**ADVANTAGE:** The CCN systems provide true interoperability with surrounding police and fire agencies. This translates into increased safety for our officers and more reliable services for our citizens.

**DISADVANTAGES:** Escalating costs.

**ALTERNATIVES:** None identified.

**HISTORY:** Before South Sound 911, the City used Pierce County Radio Communication for communication infrastructure. As CCN is part of the South Sound 911 infrastructure, the City is able to use the system. In prior years, South Sound 911 absorbed a portion of the cost by offsetting public safety fees with radio sales tax revenue. Unfortunately, the South Sound 911 Board decided to discontinue this practice, and local public safety agencies are now being billed for the entire cost. This has resulted in escalating user fees, with a 135% increase since 2021.

**ATTACHMENTS:** [Resolution](#)  
[Pierce County DEM Cover Letter](#)  
[System Access and Use Agreement](#)



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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE SYSTEM ACCESS AND USE  
AGREEMENT BETWEEN THE CITY OF FIRCREST AND PIERCE  
COUNTY.**

**WHEREAS**, the City of Fircrest believes it to be in the best interest of the health, welfare, and safety of our citizens to continue to contract with Pierce County for City and County radio coverage and communication infrastructure; and

**WHEREAS**, the City of Fircrest Police Department desires access to the Single County-Wide Communication System for public safety, first responder, and public service communications, and to use its approved mobile and portable radios and associated approved equipment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute the System Access and Use Agreement between the City of Fircrest and Pierce County for January 1, 2024 through December 31, 2024.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 9<sup>th</sup> day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



Office of the Director  
2501 South 35<sup>th</sup> Street, Suite D  
Tacoma, Washington 98409-7405  
(253) 798-6595 • FAX (253) 798-3307

March 22, 2024

Enclosed is your System Access and Use Agreement for access to the Single County-Wide Communications System (SCWCS) for your agency for 2024 access and your agency's invoice for 2024 services. It is our fiduciary responsibility to collect for services provided to your agency at the rate established and approved in Pierce County's appropriated 2024-2025 biennium budget.

The rates are established by dividing the total cost of operations by the number of subscriber units. The 2024 General Government rate per unit is \$120.42 per month/\$1,445.04 annually and the 2024 Public Safety rate per unit is \$111.46 per month/\$1,337.52 annually. This is an annual decrease of \$10.92 per subscriber unit as we have found innovative ways to maintain service levels without increasing costs – even with subscriber units decreasing.

The Public Safety rate is offset from general government by applying fund balance and \$200,000 the County receives as reimbursement from South Sound 911 for the operations and maintenance of the VHF Overlay System. However, the other revenue streams once used to offset your rates are no longer available and your agency is now being billed for the entire amount. Despite numerous requests, the SS911 Public Safety Communications Operations Committee and the South Sound 911 Board decided to discontinue offsetting public safety customer fees with radio sales tax revenue.

Please sign and return via email to [Ellen.lenk@piercecounitywa.gov](mailto:Ellen.lenk@piercecounitywa.gov) . A fully executed agreement will be returned to you upon completion of the signature process.

Should you have any questions, please feel free to contact myself at 253-798-7711 [jody.ferguson@piercecounitywa.gov](mailto:jody.ferguson@piercecounitywa.gov) or Ellen Lenk at 253-798-6275 [Ellen.Lenk@piercecounitywa.gov](mailto:Ellen.Lenk@piercecounitywa.gov)

Respectfully,

A handwritten signature in blue ink that reads "Jody Ferguson".

Jody Ferguson  
Director

# SYSTEM ACCESS AND USE AGREEMENT (SAA)

Between

**PIERCE COUNTY (COUNTY)**

And

**CITY OF FIRCREST (SUBSCRIBER AGENCY)**

This System Access and Use Agreement ("Agreement") is made by and between the County and City of Fircrest ("Subscriber Agency") for access by Subscriber Agency's approved mobile and portable radios and associated approved equipment to the Single County-Wide Communication System ("SCWCS").

## 1. OVERVIEW

The SCWCS consists of, but is not limited to, the following Subsystems associated to the 700, 410 VHF, and UHF systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

## 2. RECITALS

- 2.1 Subscriber Agency desires to access the SCWCS for public safety, first responder, and public service communications, using its approved mobile and portable radios and associated approved equipment on a non-exclusive shared basis with County and other Subscribers of the SCWCS.
- 2.2 County desires to provide Subscriber Agency access to the SCWCS for such use under the terms and conditions provided herein.
- 2.3 Subscriber Agency agrees to compensate County for its share of access to and use of the SCWCS through payment of a Subscriber Agency Fee as provided herein.

## 3. AGREEMENT

In consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the Parties, and other good consideration, it is mutually agreed as follows:

## 4. COUNTY RESPONSIBILITIES

- 4.1 County represents that the SCWCS coverage reliability target area is designed to deliver a high Digital Audio Quality. COUNTY will maintain the SCWCS in accordance with current industry standards as established by manufacturer's certified design. Subscriber Agency acknowledges

that coverage will vary from location to location because COUNTY cannot guarantee one hundred percent (100%) coverage.

- 4.2 COUNTY will install, test, and maintain the SCWCS, perform COUNTY's System Administrator responsibilities, and will take reasonable steps to meet the Original Equipment Manufacturer design, maintenance and security requirements. COUNTY will operate and administer the SCWCS in compliance with applicable FCC Rules.
- 4.3 COUNTY will provide to Subscriber Agency notice of any SCWCS planned upgrades, maintenance or enhancements. As a part of this notice, COUNTY will advise Subscriber Agency of potential SCWCS outages or impacts that will affect Subscriber Agency's access to and use of the SCWCS.

## **5. SUBSCRIBER AGENCY RESPONSIBILITIES**

- 5.1 Subscriber Agency acknowledges and agrees that its access to and use of the SCWCS is on a non-exclusive, shared basis with other Subscriber Agencies of the SCWCS, including County (collectively, "COUNTY Parties" or "COUNTY"). Subscriber Agency agrees that it will operate its equipment so as not to cause undue interference with any other Subscriber Agency of the SCWCS.
- 5.2 Subscriber Agency shall perform its own communications coverage study to ensure that it is fully aware of the coverage within its operational area. Therefore, Subscriber Agency accepts the SCWCS coverage "as is".
- 5.3 Subscriber Agency shall assume responsibility for all Subscriber Agency employees, contractors, subcontractors and agents having access to and use of the SCWCS.
- 5.4 Subscriber Agency agrees that its access to and use of the SCWCS shall at all times comply with the rules and regulations of Part 90 of the Federal Communication Commission Rules and Regulations for public safety, first responder, and public service Subscriber Agency communications, including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC; all decisions and orders of the FCC applicable to the SCWCS and Subscriber Agency's access to and use thereof, including all FCC technical requirements applicable to its use of the system; and the Communications Act of 1934, as amended ("FCC Rules"). Subscriber Agency will immediately cease any operation that is contrary to the FCC Rules.
- 5.5 Subscriber Agency shall notify COUNTY of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within five (5) business days of Subscriber Agency's receipt thereof.
- 5.6 Subscriber Agency shall notify the COUNTY Point of Contact individuals on Exhibit A, attached hereto and incorporated herein, within twenty-four (24) hours of any outages, malfunctions, errors or any other functional problems that impact Subscriber Agency's ability to communicate or operate its services using the SCWCS.
- 5.7 Subscriber Agency shall notify COUNTY Point of Contact individuals on Exhibit A within twenty-four (24) hours of the loss or theft of any subscriber units.

- 5.8 Subscriber Agency shall appoint and identify on Exhibit A a primary and secondary contact as the Subscriber Agency’s Point of Contact individuals to serve as its liaison to COUNTY. These Point of Contact individuals shall be responsible for:
- (a) Authorizing template modifications;
  - (b) Providing fleet mapping data for record-keeping purposes;
  - (c) Providing after hour emergency telephone numbers; and
  - (d) Attending Customer Advisory Committee and other meetings necessary for the safe and efficient operation of SCWCS.
- 5.9 Subscriber Agency assumes all costs and responsibilities for providing Subscriber Agency subscriber units (portables, mobiles, base stations, and consolettes) that access the SCWCS. Subscriber Agency may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS and has been approved by COUNTY.
- (a) Subscriber Agency is responsible for acquiring its own Subscriber equipment.
  - (b) Subscriber Agency is responsible for proper Preventive Maintenance (“PM”) and repair of its equipment. Proper PM and repair will assure that Subscriber Agency’s equipment is in optimal operating order and will not have an adverse impact on the use of the SCWCS by other Subscriber Agencies.

**6. SUBSCRIBER FEE**

6.1 Subscriber Agency’s SCWCS fee for 2024, which is based on an annual per unit cost of \$1,337.52, shall be as follows (“Subscriber Fee”):

Subscriber Count	Annual System Access Fee
21	\$28,087.92

6.2 This annual fee shall be paid on or before March 31, 2024, without setoff or deduction, based on Subscriber counts from 2022.

**7. DURATION, CANCELLATION & TERMINATION**

- 7.1 The term of this Agreement shall be one (1) year, from January 1, 2024, through December 31, 2024. This Agreement may be terminated by COUNTY or Subscriber Agency with ninety (90) days advance written notice.
- 7.2 If this Agreement is terminated for any reason, COUNTY will provide reasonable assistance, to the extent requested by Subscriber Agency, to facilitate the transfer of services to another system or provider.

**8. INTERRUPTION OF SERVICE; FORCE MAJEURE**

8.1 Except as provided in this Section 8.1, COUNTY shall not be liable to Subscriber Agency or any other person for any loss or damage, regardless of cause. COUNTY does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due

directly or indirectly to causes beyond the control of COUNTY or its subcontractors, including but not limited to acts of God, governmental entities or public enemies, strikes or unusually severe weather conditions. In the event of any failure or delay attributable to the fault of COUNTY or its subcontractors, Subscriber Agency's sole remedy shall be limited to the pro rata portion of the Subscriber Fee during the time of such failure or delay. Notwithstanding any other provision contained in this Agreement, Subscriber Agency agrees that no pro rata reduction of the Subscriber Fee shall be made for a single failure or delay of forty-eight (48) hours or less.

## **9. LIMITATIONS OF LIABILITY; INDEMNIFICATION**

- 9.1 In no event shall COUNTY's liability under, arising out of or relating to this Agreement exceed the amount paid by Subscribing Agency to COUNTY for access to and use of the SCWCS. In no event will COUNTY be liable for lost profits, loss of use, loss of data, cost of procurement of substitute services, or any other special, incidental, indirect or consequential damages, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability) or otherwise.
- 9.2 Subscriber Agency acknowledges that the radio service of this Agreement uses radio channels to transmit voice and data communications and that the service may not be completely private. COUNTY shall not be liable to Subscriber Agency for any claims, losses, damages or costs which may result from lack of privacy on the SCWCS.
- 9.3 Subscriber Agency agrees to indemnify and save COUNTY harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the SCWCS by Subscriber Agency or those using Subscriber Agency's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of the Subscriber Agency with the facilities of COUNTY or any carrier; and against all other claims arising out of any act or omission of Subscriber Agency in connection with the facilities or service provided by COUNTY.
- 9.4 The Parties to this Agreement verify that they and their customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding the SCWCS or its affects.
- 9.5 Subscriber Agency agrees to release, defend, indemnify and hold harmless COUNTY, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney's fees, of any nature arising directly or indirectly out of this Agreement, the SCWCS or the services provided by COUNTY under this Agreement, including without limitation, claims for personal injury or wrongful death.

## **10. NOTICES**

- 10.1 All notices given under this Agreement, except for emergency service requests, shall be in writing. All notices must be sent to COUNTY and Subscriber Agency POC at the addresses provided in Exhibit A.

## **11. MISCELLANEOUS**

- 11.1 **Modification:** COUNTY, upon ninety (90) days advance written notice to Subscriber Agency, may modify this Agreement. Terms in this Agreement that are specific to a Subscriber Agency may be modified by a written amendment signed by both Parties.
- 11.2 **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.
- 11.3 **Change of Law:** Subscriber Agency recognizes that applicable FCC Rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, COUNTY in its sole discretion has the right without liability to modify this Agreement to comply with any such changes.
- 11.4 **Assignment:** This Agreement is for the Subscriber Agency and may not be assigned in whole or in part by Subscriber Agency to any other person or entity, without COUNTY's prior express consent, which shall not be unreasonably withheld. COUNTY reserves the right to assign this Agreement or subcontract any of its obligations hereunder.

## **12. Optional Upgrades, Repair, Maintenance and Installation**

- 12.1 Maintenance, repair, upgrade and installation of radio communications subscriber equipment, upon notice from Subscriber Agency, will be supported through the Pierce County Radio Shop.





**EXHIBIT A: CONTACT INFORMATION**

**SUBSCRIBER AGENCY POINT OF CONTACT INFORMATION**

FOR 24 X 7, AFTER-HOURS EMERGENCY CONTACT PURPOSES

PRIMARY CONTACT NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	
MOBILE PHONE	
HOME PHONE	
PRIMARY EMAIL	
ALTERNATE EMAIL	

SECONDARY CONTACT NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	
MOBILE PHONE	
HOME PHONE	
EMAIL	
ALTERNATE EMAIL	

**COUNTY POINT OF CONTACT INFORMATION**

FOR 24 X 7, AFTER-HOURS EMERGENCY CONTACT PURPOSES

PRIMARY CONTACT NAME	On Call Technician
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	
MOBILE PHONE	
HOME PHONE	
PRIMARY EMAIL	
ALTERNATE EMAIL	

SECONDARY CONTACT NAME	Pierce County Emergency Management, Duty Officer
STREET ADDRESS	
CITY, STATE, ZIP	
WORK PHONE	
MOBILE PHONE	
HOME PHONE	
EMAIL	
ALTERNATE EMAIL	

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Interlocal Agreement with the City of Sunnyside for Inmate Housing  
**ITEM:** 13B  
**DATE:** April 9, 2024  
**FROM:** Ron Schaub, Chief of Police

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an Interlocal Agreement with the City of Sunnyside for inmate housing.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an Interlocal Agreement with the City of Sunnyside for the housing of inmates. The City of Sunnyside jail offers a significantly lower daily bed rate than other current providers, making it a favorable option for long-term inmate housing.

**FISCAL IMPACT:** The City currently contracts with Pierce County and the City of Puyallup to house its misdemeanor arrestees. By entering an Interlocal Agreement with the City of Sunnyside, Fircrest can achieve substantial cost savings compared to Puyallup and Pierce County. The current rates for the jail facilities are as follows:

<b>2024 Rates</b>	<b>City of Sunnyside</b>	<b>City of Puyallup</b>	<b>Pierce County</b>
Daily Rate	\$63.00	\$165.48	\$138.74
Booking Fees	None	\$64.83	\$74.07

Additionally, transportation to and from Sunnyside is at Sunnyside's expense. The City currently transports inmates to and from Puyallup and Pierce County as needed.

**ADVANTAGE:** This remote jail contract preserves the availability of local jail space for those booked on new charges and waiting on court dates and provides a more affordable option to house inmates serving post-conviction jail sentences.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The Interlocal Agreement will not be executed, and inmates will be housed at more expensive facilities for long-term incarcerations.

**HISTORY:** With jail costs rising each year, the City has been looking for less costly long-term jail options. The City of Sunnyside operates a 97-bed municipal jail that serves as a regional jail facility for Central Washington and also contracts with a number of municipalities in Western Washington as a lower-cost alternative for housing inmates.

The City of Sunnyside has demonstrated a willingness to collaborate with local jurisdictions such as Fircrest by offering a daily bed rate of \$63.00 with no booking fees. While cost savings are a significant factor, ensuring the safety and security of inmates and the community is also crucial.

Sunnyside's jail facility meets the necessary security standards and is staffed by trained personnel, ensuring the Fircrest's inmates are properly detained and monitored.

**ATTACHMENTS:** [Resolution](#)  
[Interlocal Agreement](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR  
INMATE HOUSING WITH THE CITY OF SUNNYSIDE.**

**WHEREAS**, the City of Fircrest is obligated to provide housing services for inmates subject to incarceration for misdemeanors and gross misdemeanors; and

**WHEREAS**, the City of Fircrest currently contracts with Pierce County and the City of Puyallup for the housing of its misdemeanor arrestees; and

**WHEREAS**, the City of Sunnyside, Washington owns and operates a 97-bed municipal jail in the City of Sunnyside to provide regional correctional services; and

**WHEREAS**, the City of Sunnyside offers a significantly lower daily bed rate compared to XXX, presenting a cost-effective alternative for long-term inmate housing; and

**WHEREAS**, both the City of Fircrest and the City of Sunnyside desire to enter into a jail services agreement for the housing of Fircrest inmates; and

**WHEREAS**, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW; and

**WHEREAS**, the City Council finds that entering into an Interlocal Agreement with the City of Sunnyside for jail services benefits the general health, safety, and welfare of Fircrest's residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute the Interlocal Agreement for Inmate Housing with the City of Sunnyside substantially in a form as approved by the City Attorney.

**Section 2.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 9<sup>th</sup> day of April 2024.

**APPROVED:**

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Shannon Reynolds, Mayor

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**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

**WHEN RECORDED RETURN TO:**

City of Sunnyside, Washington  
818 East Edison  
Sunnyside, WA 98944

---

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON  
AND THE CITY OF CITY OF FIRCREST, WASHINGTON, FOR THE HOUSING OF  
INMATES**

**THIS INTERLOCAL AGREEMENT** is made and entered into on this 9<sup>th</sup> day of April 2024, by and between THE CITY OF FIRCREST, Washington, hereinafter referred to as "CITY OF FIRCREST", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

**WITNESSETH:**

**WHEREAS**, Sunnyside and CITY OF FIRCREST are authorized by law to have charge and custody of the Sunnyside City Jail and CITY OF FIRCREST prisoners or inmates, respectively; and

**WHEREAS**, CITY OF FIRCREST wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

**WHEREAS**, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

**WHEREAS**, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other City of Fircrest to perform any governmental service, activity or undertaking which each contracting City of Fircrest is authorized by law to perform; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2024, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require CITY OF FIRCREST to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Sumner agrees to remove its inmate(s) from Sunnyside.

(b) By CITY OF FIRCREST due to lack of funding. The obligation of CITY OF FIRCREST to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by CITY OF FIRCREST. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then CITY OF FIRCREST shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to CITY OF FIRCREST.

(c) Termination for Breach. In the event CITY OF FIRCREST breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven (7)* days of Sunnyside giving CITY OF FIRCREST written notice thereof, or, if not reasonably capable of being cured within such *seven (7)* days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate CITY OF FIRCREST's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.



(d) In the event of termination of this agreement for any reason, CITY OF FIRCREST shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until CITY OF FIRCREST retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:	City of Sunnyside 818 E. Edison Avenue Sunnyside, WA 98944
Primary Contact Person:	Andrew Gutierrez, Corrections Sergeant 509-836-6200, <a href="mailto:agutierrez@sunnyside-wa.gov">agutierrez@sunnyside-wa.gov</a>
Secondary Contact:	Johnnie Gusby, Support Services Commander 509-836-6216, <a href="mailto:JGusby@sunnyside-wa.gov">JGusby@sunnyside-wa.gov</a>
To CITY OF FIRCREST:	CITY OF FIRCREST Attn: Finance Department 115 Ramsdell Street Fircrest, WA 98466 Billing: <a href="mailto:finance@cityoffircrest.net">finance@cityoffircrest.net</a>
Primary Contact Person:	Ron Schaub, Chief of Police 253-565-1198, <a href="mailto:rschaub@cityoffircrest.net">rschaub@cityoffircrest.net</a>
Secondary Contact:	Dawn Masko, City Manager 253-564-8901, <a href="mailto:dmasko@cityoffircrest.net">dmasko@cityoffircrest.net</a> Communications: 253-564-8901

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house CITY OF FIRCREST inmates for compensation per inmate at the rate of \$63.00 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of CITY OF FIRCREST inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to CITY OF FIRCREST, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against CITY OF FIRCREST.

(b) Billing and Payment. Sunnyside agrees to provide CITY OF FIRCREST with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10<sup>th</sup> of each month. CITY OF FIRCREST agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. CITY OF FIRCREST shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY OF FIRCREST are confined in order to determine if such jail maintains standards of confinement acceptable to CITY OF FIRCREST and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,

electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from CITY OF FIRCREST and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to CITY OF FIRCREST for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY OF FIRCREST or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. CITY OF FIRCREST may transfer to Sunnyside only agreed amounts of personal property of CITY OF FIRCREST inmates recovered from or surrendered by inmates to CITY OF FIRCREST upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or CITY OF FIRCREST.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to CITY OF FIRCREST inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed CITY OF FIRCREST inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, CITY OF FIRCREST shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or

major medical service provided to CITY OF FIRCREST inmates. CITY OF FIRCREST shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY OF FIRCREST's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to CITY OF FIRCREST as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY OF FIRCREST agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, CITY OF FIRCREST will be notified by contacting the duty supervisor at CITY OF FIRCREST prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to CITY OF FIRCREST inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to CITY OF FIRCREST by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill CITY OF FIRCREST directly. CITY OF FIRCREST will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY OF FIRCREST. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) CITY OF FIRCREST shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, CITY OF FIRCREST shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of CITY OF FIRCREST legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE CITY OF FIRCREST or by order of any court having jurisdiction.

CITY OF FIRCREST hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY OF FIRCREST inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform CITY OF FIRCREST the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any CITY OF FIRCREST inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY OF FIRCREST. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a CITY OF FIRCREST inmate, the Yakima County Coroner shall be notified. CITY OF FIRCREST shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify CITY OF FIRCREST of the death of a CITY OF FIRCREST inmate, furnish information as requested and follow the instructions of CITY OF FIRCREST regarding the disposition of the body. CITY OF FIRCREST hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of CITY OF FIRCREST. Written notice shall be provided within three weekdays of receipt by CITY OF FIRCREST of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY OF FIRCREST. With CITY OF FIRCREST's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY OF FIRCREST. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) CITY OF FIRCREST shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, CITY OF FIRCREST shall, at its expense, retake any CITY OF FIRCREST inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any CITY OF FIRCREST inmate is terminated for any reason, CITY OF FIRCREST shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend THE CITY OF FIRCREST, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of CITY OF FIRCREST, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of CITY OF FIRCREST, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF FIRCREST and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 CITY OF FIRCREST – HOLD HARMLESS AND INDEMNIFICATION. CITY OF FIRCREST agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CITY OF FIRCREST, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY OF FIRCREST's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the

sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF FIRCREST and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

## 20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from CITY OF FIRCREST when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from CITY OF FIRCREST who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) CITY OF FIRCREST prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to CITY OF FIRCREST's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY OF FIRCREST for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of CITY OF FIRCREST under any applicable law, rule or regulation.

## 22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this



Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between CITY OF FIRCREST and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

**IN WITNESS WHEREOF**, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: \_\_\_\_\_  
Elizabeth Alba, City Manager

ATTEST:

\_\_\_\_\_  
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kerr Law Group, PLLC,  
Attorneys for the City of Sunnyside

THE CITY OF FIRCREST

By: \_\_\_\_\_  
Dawn Masko, City Manager

ATTEST:

\_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Fircrest

STATE OF WASHINGTON)

: ss.

THE CITY OF CITY OF FIRCREST )

On this day personally appeared before me Elizabeth Alba, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON)

: ss.

THE CITY OF CITY OF FIRCREST )

On this day personally appeared before me Dawn Masko, City Manager, of the CITY OF CITY OF FIRCREST, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Electron & Contra Costa Intersection Improvement Project – Washington State Department of Commerce Grant Agreement

**ITEM:** 13C

**DATE:** April 9, 2024

**FROM:** Tyler Bemis, Public Works Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a grant agreement with the Washington State Department of Commerce for \$148,410 for the Electron Way & Contra Costa Avenue Intersection Improvement Project.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a grant agreement with the WA State Department of Commerce and sign associated contract documents for the Electron Way and Contra Costa Avenue Intersection Improvement Project. This project includes the installation of crosswalk and curb improvements at the crossing of Electron Way on the intersection of Contra Costa Avenue. The project encompasses ADA curb-ramp upgrades for half of the SW and NE corners and the entire SE corner. Alongside ADA compliance measures, the installation of a rectangular rapid flashing beacon (RRFB) is planned.

**FISCAL IMPACT:** This grant does not require a City match. Commerce will retain 3% (up to a maximum of \$50,000) to cover administrative costs.

**ADVANTAGE:** Increased pedestrian and vehicle safety at this crossing.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not accept the grant and fund the project with local funds. No funds for this project were identified in the adopted 2024 budget.

**HISTORY:** Improving pedestrian safety is a top priority for the Council. This project aims to enhance pedestrian safety at the City's most frequented public facilities and ensure safe connectivity between the Community Center and the Tot Lot. Notably, this marks the City's first application for external funds to increase safety measures at this intersection.

**ATTACHMENTS:** [Resolution](#)  
[Grant Agreement](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR \$148,410 FOR THE ELECTRON WAY AND CONTRA COSTA AVENUE INTERSECTION IMPROVEMENT PROJECT.**

**WHEREAS**, the City of Fircrest identified a need for improved pedestrian safety at the intersection of Electron Way and Contra Costa Avenue; and

**WHEREAS**, City staff applied for and were awarded a Local and Community Project Program legislative appropriation, administered by the Department of Commerce, in the amount of \$148,410; and

**WHEREAS**, the City has complied with all cultural artifacts requirements and conducted the necessary outreach to potentially impacted Tribes to determine the existence of any tribal cultural resources potentially affected by the project, and has submitted all related documents to the Department of Commerce; and

**WHEREAS**, the Department of Commerce has now provided the necessary contract documents for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with the Washington State Department of Commerce to accept a grant of \$148,410 for the Electron Way and Contra Costa Avenue Intersection Improvement Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 9th day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



**Grant to**

City of Fircrest

through

The Local and Community Projects Program

**For**

Electron Way & Contra Costa Ave Intersection Improvement  
(Fircrest)

**Start date:** July 1, 2023

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## FACE SHEET

Grant Agreement Number: **24-96647-087**

Project Name: **Electron Way & Contra Costa Ave Intersection Improvement (Fircrest)**  
**Washington State Department of Commerce**  
**Local Government Division**  
**Community Development Assistance Unit**

<b>1. GRANTEE</b> City of Fircrest 115 Ramsdell St Fircrest, WA 98466-6999		<b>2. GRANTEE Doing Business As (optional)</b> N/A	
<b>3. GRANTEE Representative</b> Tyler Bemis 115 Ramsdell St Fircrest, WA 98466-6999 (253) 564-8901 tbemis@cityoffircrest.net		<b>4. COMMERCE Representative</b> Dylan Godsey, Grant Manager PO Box 42525 Olympia, WA 98504 (206) 454-2257 dylan.godsey@commerce.wa.gov	
<b>5. Grant Amount</b> \$148,410.00	<b>6. Funding Source</b> Federal: State: X Other: N/A:	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated.
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWVXXXXXXXX-XX	<b>12. UBI #</b> XXXXXXXXXX	<b>13. DUNS #</b> XXXXXXXXXX
<b>14. Grant Purpose</b> The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of The Local and Community Projects Program as described in Attachment A – Scope of Work (the “Project”).			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
<b>FOR GRANTEE</b>		<b>FOR COMMERCE</b>	
_____ Signature		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Dawn Masko Print Name		_____ Date	
_____ City Manager Title		<b>APPROVED AS TO FORM</b>	
_____ Date		Dawn Cortez, Assistant Attorney General 10/3/2023 _____ Date	

## DECLARATIONS

### GRANTEE INFORMATION

GRANTEE Name: **City of Fircrest**  
Grant Agreement Number: 24-96647-087  
State Wide Vendor Number: SWV000XXXX-XX

### PROJECT INFORMATION

Project Name: **Electron Way & Contra Costa Ave Intersection Improvement (Fircrest)**  
Project City: Fircrest  
Project State: Washington  
Project Zip Code: 98466-6999

### GRANT AGREEMENT INFORMATION

Grant Amount: **\$148,410.00**  
Appropriation Number: ESSB 5200 SL Section 1025 (2023 Regular Session)  
Re-appropriation Number (if applicable): N/A  
Grant Agreement End Date: **June 30, 2027, contingent on reappropriation;**  
June 30, 2025, if funds are not reappropriated.  
Biennium: 2023-2025  
Biennium Close Date: June 30, 2025

### PROJECT PURPOSE

Installation of cross walk and curb improvements at the crossing of Electron Way on the intersection of Contra Costa Ave.

### ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

**Grant Agreement End Date:** In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

### ADDITIONAL RECITALS



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties is identified on the Face Sheet of this Grant Agreement and shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
  - ii) Cash dedicated to the Project.
  - iii) Funds available through a letter of credit or other binding loan commitment(s).
  - iv) Pledges from foundations or corporations.
  - v) Pledges from individual donors.
  - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
  - vii) In-kind contributions, subject to COMMERCE'S approval.
- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant Agreement may be subject to state prevailing wage law (RCW 39.12). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

## **5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. **Deed of Trust.** This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. **Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. **Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. **Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this Grant Agreement, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period.
- E. **Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

## **6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

## **7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Grantee shall be made on a reimbursement basis only. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.
- F. Other costs authorized through the legislation.

#### 8. **BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Special Terms and Conditions Section 19.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant Agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subcontractors and the portion of grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. CLOSEOUT CERTIFICATION**

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the SCOPE OF WORK shown on Attachment A are complete and the project is useable to the public for the purpose intended by the Legislature, or
- B. When final payment is made and Grantee has certified that the whole project will be completed and the public benefit described maintained for the term of the commitment period.
- C. Notwithstanding anything in A. or B. above, the right to recapture funds or seek other remedies for failure to make the project usable to the public shall survive the closeout or termination of this contract.

**11. INSURANCE**

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant Agreement but no less than



\$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

**Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

**Professional Liability, Errors and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**Professional Liability, Errors and Omissions Insurance.** The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**13. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, Commerce may suspend, amend, or terminate the contract.

**14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that

COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

**15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; **Provided that**, any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture provision).

**16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet,, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture Provision).

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

**21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

The "Copyright Provisions", General Terms and Conditions Section 13, are not intended to apply to any architectural and engineering design work funded by this grant.

**22. FRAUD AND OTHER LOSS REPORTING**

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**23. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information, COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (the PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an “other statute” exempts such records from production. This Agreement is not intended to alter COMMERCE’s obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**GENERAL TERMS AND CONDITIONS**  
**GENERAL GRANT**  
**STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate Grant Agreement with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" and "Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant 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. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

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

**7. ASSIGNMENT**

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorney's fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctooffice@commerce.wa.gov](mailto:comacctooffice@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

#### **10. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant Agreement, or any matter related to the project funded under this Grant Agreement or any other state funded project, including but not limited to



formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant Agreement.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

### **13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

### **14. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant Agreement number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**15. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

**16. GOVERNING LAW AND VENUE**

This Grant 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 in the Superior Court for Thurston County.

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

The GRANTEE'S obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the GRANTEE, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue

to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**19. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**20. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**21. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

**22. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**24. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**25. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**26. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**27. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

**28. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**30. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, 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, compliance, and/or quality assurance under this Grant Agreement.

**31. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

**32. SEVERABILITY**

The provisions of this Grant 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 Grant Agreement.

**33. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**34. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant Agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**35. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**36. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**37. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **38. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

### **39. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**40. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**41. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**ATTACHMENT A - SCOPE OF WORK**

Funds awarded under this grant shall be used by the City of Fircrest for installation of a RRFB (Rectangular Rapid-Flashing Beacon) system and upgraded ADA curb ramps on the east side crossing of Electron Way at the intersection of Contra Costa Ave.

This will include, but not be limited to:

- Design
- Demolition and Preparation
- Construction

This project serves as a benefit to the public by providing safety improvements and accessibility upgrades. The improved crossing location will enhance pedestrian safety, increase driver-yielding behavior, and improve ADA accessibility at the Electron Way crossing. The project provides safe pedestrian access to the park, connecting the playfields, swimming pool, and newly constructed community center on the north side of the park to the children’s playground and tennis courts on the south side.

The project will begin in July of 2024 and is expected to be completed in September 2024.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE





**ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

<b>Type of Funding</b>	<b>Source Description</b>	<b>Amount</b>
Grant	Washington State Department of Commerce	\$148,410.00
<b><i>Other Grants</i></b>		
Grant #1		\$
<b>Total Other Grants</b>		<b>\$0.00</b>
<b><i>Other Loans</i></b>		
Loan #1		\$
<b>Total Loans</b>		<b>\$0.00</b>
<b><i>Other Local Revenue</i></b>		
Source #1		\$
<b>Total Local Revenue</b>		<b>\$0.00</b>
<b><i>Other Funds</i></b>		
Source #1		\$
<b>Total Other Funds</b>		<b>\$0.00</b>
<b>Total Project Funding</b>		<b>\$0.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ATTACHMENT C - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NOT APPLICABLE**



Budget Authorization Geoffrey Bracken		3/26/2024   2:59 PM PDT
Grant Manager Dylan Godsey		3/26/2024   4:06 PM PDT
Grant Manager		
Managing Director		
Deputy Assistant Director		
Assistant Director		

**Certificate Of Completion**

Envelope Id: 84E5D01FF5964B95B5584E3B1AC684DB  
 Subject: Complete with DocuSign: Contract #24-96647-087  
 Division:  
 Local Government  
 Program: The Local and Community Projects Program  
 ContractNumber: 24-96647-087  
 DocumentType: Contract  
 Source Envelope:  
 Document Pages: 35  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Dylan Godsey  
 1011 Plum Street SE  
 MS 42525  
 Olympia, WA 98504-2525  
 dylan.godsey@commerce.wa.gov  
 IP Address: 198.239.106.194

**Record Tracking**

Status: Original  
 3/25/2024 4:47:53 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected  
 Holder: Dylan Godsey  
 dylan.godsey@commerce.wa.gov  
 Pool: StateLocal  
 Pool: Washington State Department of Commerce  
 Location: DocuSign  
 Location: DocuSign

**Signer Events**

Geoffrey Bracken  
 geoffrey.bracken@commerce.wa.gov  
 Security Level: Email, Account Authentication  
 (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 198.238.21.18

**Timestamp**

Sent: 3/25/2024 4:56:59 PM  
 Viewed: 3/26/2024 2:58:50 PM  
 Signed: 3/26/2024 2:59:30 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Dylan Godsey  
 dylan.godsey@commerce.wa.gov  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 198.238.8.181

Sent: 3/26/2024 2:59:32 PM  
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 Signed: 3/26/2024 4:06:37 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Dawn Masko  
 dmasko@cityoffircrest.net  
 Security Level: Email, Account Authentication  
 (None)

Sent: 3/26/2024 4:06:39 PM  
 Viewed: 3/26/2024 5:37:09 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/26/2024 5:37:08 PM  
 ID: de88b185-72f2-4dd6-9556-9863a16f0170

Dylan Godsey  
 dylan.godsey@commerce.wa.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign



Signer Events	Signature	Timestamp
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Jon Galow  
jon.galow@commerce.wa.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tony Hanson  
tony.hanson@commerce.wa.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mark Barkley  
mark.barkley@commerce.wa.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tyler Bemis  
tbemis@cityoffircrest.net  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 3/26/2024 4:06:39 PM  
Viewed: 4/1/2024 2:07:24 PM

Sheila Lee  
sheila.lee@commerce.wa.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 3/25/2024 4:56:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Claremont Street Grind & Overlay Project Engineering Design Professional Services Agreement

**ITEM:** 13D

**DATE:** April 9, 2024

**FROM:** Tyler Bemis, Public Works Director

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a Professional Services Agreement with KPG Psomas for engineering design services for the Claremont Street Grind & Overlay Project.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a Professional Services Agreement with KPG Psomas for design and engineering services for the Claremont Street Grind and Overlay Project. This project includes grinding and paving both lanes on Claremont Street from Claremont Court to 67th Avenue West and upgrading the curb ramps on the south side of Claremont Street to ADA standards.

**FISCAL IMPACT:** This is a Transportation Improvement Board (TIB) funded project. The engineering design cost is estimated at \$115,277. Tax is not required on roadway projects. The total TIB funds dedicated to this project are \$677,409, with a maximum potential cost sharing from the City of \$124,543. Funding for this project will require a budget amendment.

**ADVANTAGE:** A grind and overlay project of this nature is of great benefit to the City's infrastructure. This will also improve the City's overall pavement condition index (PCI).

**DISADVANTAGES:** None.

**ALTERNATIVES:** Fund the entire project with Real Estate Excise Tax (REET) funds, which is not a feasible option.

**HISTORY:** This project was identified after the approval of the 2023 Six-Year Comprehensive Transportation Improvement Program (TIP). The City's Six-Year TIP was amended by the Council on February 27, 2024, to include this project and allow the use of REET funds as the City's required matching funds. Following the TIP amendment, the Council authorized grant acceptance on March 12<sup>th</sup>, and City staff provided all necessary signed documents to the TIB. Claremont Street has been crack-sealed multiple times over the years and is now in need of substantial repairs.

**ATTACHMENTS:** [Resolution](#)  
[Professional Services Agreement](#)  
[Exhibit A-1 – Scope of Work](#)  
[Exhibit B – Budget Summary](#)  
[Exhibit B-1 – Cost Computations](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PROFESSIONAL SERVICES  
AGREEMENT WITH KPG PSOMAS FOR DESIGN AND  
ENGINEERING SERVICES FOR THE CLAREMONT STREET  
GRIND AND OVERLAY PROJECT.**

**WHEREAS,** the City of Fircrest was awarded a Washington State Transportation Improvement Board (TIB) cost-sharing grant for the Claremont Street Grind and Overlay Project in the amount of \$677,409 with a local match of \$124,543; and

**WHEREAS,** the City of Fircrest has identified this project in the Six-Year Transportation Improvement Plan and is committed to covering local matching funds with local Real Estate Excise Tax (REET) funds; and

**WHEREAS,** the City of Fircrest desires to contract with KPG Psomas for design and engineering services for the Claremont Street Grind and Overlay project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute an professional services agreement with KPG Psomas for design and engineering services of the Claremont Street Grind and Overlay Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 9th day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
Claremont Street Grind and Overlay Project**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as “Agreement” is entered into this 9th day of April 2024, by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the “City” and KPG Psomas, hereinafter referred to as “Consultant” in consideration of the mutual benefits, terms, and conditions hereinafter specified.

**1. PROJECT DESIGNATION**

The Consultant is retained by the City to perform Engineering Design and Project Management services in connection with the project designated as Claremont Street Grind and Overlay Project.

**2. SCOPE OF SERVICES**

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Scope of Work attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment, or other relationship with the City.

**3. TERMS OF AGREEMENT**

Notwithstanding, the date of execution hereof, this Agreement shall be in effect for a period commencing April 9, 2024, and ending upon completion of construction. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

**4. PAYMENT**

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include (if required) the “Statement of Intent to Pay Prevailing Wages” that was filed with the State of Washington Department of Labor and Industries. Each voucher claim submitted by a consultant for payment on a project estimate must state that the prevailing wages have been paid. Following the final acceptance of the public works project the Consultant is required to submit an “Affidavit of Wages Paid” before final funds are released to the Consultant.

The total cost for services shall not exceed \$115,277.00 without written modification of this Agreement signed by the City. Tax is not applicable to Public Works roadway projects.

**5. ASSIGNMENT**

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

**6. NON-WAIVER**

A waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

## **7. PERFORMANCE AND STANDARDS**

The Consultant shall perform its work to conform to generally accepted professional standards. The Consultant shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services outlined in this contract, provided that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.

## **8. OWNERSHIP, FORM, AND USE OF DOCUMENTS**

All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A-1, the Consultant shall provide the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

## **9. STATUS OF CONSULTANT**

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The consultant shall be deemed an independent consultant and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

## **10. HOLD HARMLESS, DEFENSE, AND INDEMNITY**

A. Consultant Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits, including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Consultant (or its employees, agents, representatives, subcontractors, or subconsultants) in the performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Consultant's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant.

Should a court of competent jurisdiction determine that this Agreement 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, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. This waiver has been mutually negotiated by the Parties. As used in this Section, "City" includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Consultant employs or engages subcontractors or subconsultants, then Consultant shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this section. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

- B. Industrial Insurance Act Waiver. It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers' compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
- C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **11. INSURANCE**

The Consultant will obtain and maintain, for the duration of this Agreement, insurance against claims for injuries to person or damage to property that may arise from, or in connection with, the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall maintain at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- |  |                                   |
|--|-----------------------------------|
| a. Workers' Compensation Coverage  | Statutory                         |
| b. Commercial General Liability  | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability  | \$1,000,000 per accident          |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. |                                   |

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the consultant's liability to the City or public.

## **12. CONSULTANT'S REPRESENTATIONS**

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.

### **13. COMPLIANCE WITH LAWS**

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

### **14. RECORDKEEPING**

Consultant shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available for the City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance, and quality assurance under this Agreement.

Except as otherwise authorized by the City, the Consultant shall retain such records for a period of seven (7) years after receipt of the final payment under this Agreement or termination of this Agreement.

### **15. TERMINATION**

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, or without cause upon thirty (30) days written notice, served to the other party by certified mail. In such a case, the Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

### **16. PREVAILING WAGES**

Prevailing wages are required for this Agreement.

### **17. COMPLIANCE WITH CITY POLICY**

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

### **18. TAXES**

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation, and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

### **19. DELAYS AND EXTENSIONS OF TIME**

If the Consultant is delayed at any time in the progress of providing services covered by this Agreement by any causes beyond the Consultant's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Consultant and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

### **20. SAFETY REQUIREMENT**

All work performed under the terms of this Agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

**21. NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier, or materialman, because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental or physical disability, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**22. CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the Consultant by the City, and all other documents to which the Consultant’s employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

**23. NOTICES**

Except for routine, operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Tyler Bemis Public Works Director 120 Ramsdell Street Fircrest, WA 98466  Phone: 253-564-8900  E-Mail: <a href="mailto:tbemis@cityoffircrest.net">tbemis@cityoffircrest.net</a>	KPG Psomas Attn: Terry Wright, PE Professional Services Officer 2502 Jefferson Avenue Tacoma, WA 98402  Phone: 253-627-0720  E-Mail: <a href="mailto:terry.wright@psomas.com">terry.wright@psomas.com</a>

**24. VENUE STIPULATION**

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

**25. SEVERABLE PROVISIONS**

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

**26. INTEGRATED AGREEMENT**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the representations, or agreements, written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.



**BY THEIR SIGNATURES BELOW**, the parties hereto have accepted and executed this Agreement, as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Consultant representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Consultant and further represents and warrants that Consultant is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Dawn Masko, City Manager

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Robert Zeinemann, City Attorney

By: \_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

## EXHIBIT A-1

### City of Fircrest Claremont Street Grind and Overlay Claremont Court to 67<sup>th</sup> Ave W

**KPG Psomas Inc.**  
**Scope of Work**  
**March 2024**

## INTRODUCTION

### A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for the Claremont Street Grind and Overlay Project. The project limits are defined as Claremont Court to the east and 67<sup>th</sup> Avenue West, to the west, for the full width of right-of-way. A jurisdictional boundary between the City of Fircrest and the City of University Place exists along the north right-of-way line, between 64<sup>th</sup> Avenue West and 67<sup>th</sup> Avenue West.

The project intends to grind and inlay both lanes of Claremont Street, totaling approximately 2,150 linear feet, and replace several sub-standard curb ramps along the south side of the road to meet ADA requirements.

### B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will be delineated using GIS linework.
- No work will occur within the University Place right-of-way.
- Utility improvements are not part of this Scope of Work.
- Transportation Improvement Board (TIB) will provide cultural resources review to satisfy executive order 21-02.
- Pavement coring will be performed by a Geotechnical subconsultant and a memo will be provided with pavement design recommendations.
- Existing castings will be adjusted to grade, but no drainage work will be required.
- Detailed survey will be performed where curb ramps are to be replaced along the southside of the roadway. Select survey will be performed within the roadway from Claremont Court to 67<sup>th</sup> Avenue W.
- Three or more surface monuments will be replaced in-kind.
- All new curb ramps will be single direction and will not extend new sidewalk around the radius to side streets.
- No sidewalk improvements will be designed except where ADA curb ramps are required to be replaced.
- No traffic curb and gutter or asphalt wedge curb will be installed along the north side of Claremont Street between 63<sup>rd</sup> Avenue West and 67<sup>th</sup> Avenue West.

## EXHIBIT A-1

- For areas without traffic curb and gutter, any existing vegetation that is within 5' of proposed edge of pavement will be removed to allow for a graveled shoulder.
- Pavement markings will be replaced in-kind and at their existing location unless an opportunity exists to improve upon the existing configuration.
- Lane lines will be reapplied as paint lines and stop bars replaced as thermoplastic.
- Plans will be developed using AutoCAD 2022 Civil 3D using KPG-Psomas drafting standards.
- Special Provisions will be developed based on the 2024 WSDOT Standard Specifications and/or Local Agency (APWA) General Special Provisions (GSPs).
- The City will be responsible for all permit fees.
- Contract documents will be submitted to TIB for review and approval.
- Construction Stormwater General Permit will not be required.
- The project will conduct maintenance activities and is therefore categorically exempt from SEPA, per WAC 197-11-800(3).
- Surface water quality or quantity treatment will not be required.
- A scope and budget for Construction Services will be prepared and submitted for approval upon approval of the 90% design.
- Traffic Control Plans will not be developed under this Scope of Work.

The following Scope of Work describes the effort required to complete the above-described improvements:

## EXHIBIT A-1

### SCOPE OF WORK

#### **Task 1 – Management/Coordination/Administration**

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 4 – month contract duration:

- 1.1 Provide project administrative services including:
  - Project set-up and execute agreement
  - Execution of subconsultant agreements
  - Preparation of monthly invoices
  - Maintaining project files
  - Record keeping and project closeout
- 1.2 Provide project management services including:
  - Project staff management and coordination
  - Prepare and update project schedule
  - Schedule and budget monitoring
  - Coordination with TIB for final review and approval.
- 1.3 Provide Quality Assurance and Quality Control Reviews
  - Provide senior level review of all submittals
  - Provide constructability review of 90% submittal

#### **Task 1 Deliverables:**

- Monthly invoices (4 months)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation

#### **Task 2 –Survey and Base mapping**

Effort under this task includes the anticipated work necessary to develop a base map for resurfacing and curb ramp design. Select areas will be surveyed to include: where ADA ramps are to be replaced and to provide locations for existing utility castings and monumentation within the roadway. It is anticipated that the following efforts will be required:

- 2.1 Survey Control – Existing monuments within the project extents will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.2 Topographic mapping – The following items will be picked up during field survey:
  - Roadway surface mapping – south side gutter lip and centerline for the entire length &
    - North side gutter lip between Claremont Ct and 63<sup>rd</sup> Ave W.
    - North side edge-of-pavement from 63<sup>rd</sup> Ave W to 67<sup>th</sup> Ave W and 5 feet of adjacent shoulder.

## EXHIBIT A-1

- Pavement marking – lane lines and stop bars within right-of-way and on intersecting residential streets within the project limits.
- Utility castings and monuments within the roadway.
- Curb ramps: Detailed survey will be conducted of curb ramps located along the south side of Claremont to include 20' of sidewalk approach and across the connecting residential street throat, from edge of traveled way (Claremont) to 25' south. These locations include:
  - Claremont Ct
  - Panorama Dr
  - Paradise Pkwy
  - Palm Dr
- Control points for monument replacement.

2.3 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2022 using KPG Psomas drafting standards.

### **Task 2 Deliverables:**

- Electronic base map showing utility locations, surface features, and contours at 1-foot intervals (in areas where detailed survey is conducted).

### **Task 2 Assumptions:**

- The base map will consist of aerial imagery augmented with survey information as specified above. The survey information portion of the base map will be prepared in AutoCAD 2022 using KPG Psomas drafting standards.
- Property corners and line stakes or hubs will not be set as part of this scope.
- Right-of-way will be delineated with GIS linework.
- Eight (8) existing curb ramp will be analyzed for replacement.

### **Task 3 – Preliminary Design (30%)**

This task includes the effort to conduct a field walk with CITY staff to determine the specific improvements for the project. Using this information, KPG Psomas will develop 30% Plans for review.

- 3.1 Existing pavement thickness for Claremont Street will be determined by Geotechnical engineering subconsultant.
- 3.2 Initial Field review: Consultant will conduct an initial field review of the project to determine design options.
- 3.3 Initial Field review with City: Upon completion of the initial field review, the Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:
  - Verification of the project extents
  - Review existing pavement conditions and record locations of pavement repairs if overlaying.

## EXHIBIT A-1

- 3.4 Field Design: Based on the information obtained from the field review with the City, the Consultant will transfer locations of pavement repairs, and sidewalk match points to the aerial base map. Locations of underground utilities will not be marked or shown on the plans.
- 3.5 Design Documents: Information obtained from the field design will be used to prepare 30% plans and cost estimate. The following is the anticipated sheet count:

Title	Number
Cover Sheet	1
Legend, Abbreviations, Alignment & Survey Control	1
Typical Sections/Details	2
Overlay Plans (Plan/Plan)	3
Curb Ramp Plans (Horizontal layout only)	4
<b>TOTAL</b>	<b>11</b>

- 3.6 Design Review: The consultant shall attend an in the field design review meeting to review CITY comments from the 30% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.

### **Task 3 Deliverables:**

- 30% Design Submittal
  - Two (2) hard copies of 11x17 Plans and Estimate
  - One (1) PDF copy of Plans and Estimate

### **Task 4 – Overlay Design (90% and Final)**

This task includes the effort required to complete the design to a 90% level, incorporating changes requested in the design review and comments received from the 30% City review. Produce a set of 90% Contract Documents (design drawings, opinion of probable cost, and technical specifications) for City review and comment and submittal to TIB. The Consultant will prepare design plans to a 90% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction to a degree of accuracy accepted by the City and in accordance with industry, City, and WSDOT standards.
- Typical sections and details shall be provided, except for items with standard details already available (City, State or APWA drawings). Details for such items will be included as an appendix to the specifications.
- The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare a construction cost estimate with each submittal and the bid documents.

## EXHIBIT A-1

### 4.1 90% Design:

- The Consultant shall address 30% comments and prepare 90% Plans for review and comment by the City and TIB.
- Construction Cost Estimate: The Consultant shall prepare 90% quantities and opinion of probable cost for review and approval by the City and TIB.
- Specifications: The Consultant shall prepare 90% specifications for review and approval by the City. Specifications will be based on 2024 WSDOT Standard Specifications, City provided legal documents, Division 1 and City GSPs. KPG Psomas will include additional special provision language as needed.

4.2 Design Review: The Consultant shall attend a design review meeting in the field, to review City comments from the 90% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.

### 4.3 Bid Documents Design:

- Bid Ready Plans: plans will be revised based on comments from the City Design Review meeting and TIB review.
- Bid Ready Specifications: The specifications will be revised based on City Design Review meeting and TIB review.
- Bid Ready Cost Estimate: The Cost Estimate will be revised to reflect changes requested from 90% Plans and Specifications.

### **Task 4 Deliverables:**

- 90% Review Submittal
  - Three (3) Half-size Plan sets (11x17) – two (2) for City Review, one (1) for TIB
  - Three (3) sets Specifications – two (2) for City Review, one (1) for TIB
  - Two (2) Construction Cost Estimate
- Final Submittal
  - Bid Documents (Hard Copy and Electronic: PDF)
  - One (1) Construction Cost Estimate
  - Five (5) Sets half-size Plans (11x17 size)
  - One (1) Full-size Plans (22x34 size)

### **Task 4 Assumptions:**

- No vertical alignment data will be provided along Claremont Street, only at intersections as required for curb ramp design.
- The City will not make changes to improvements approved during the Preliminary Design task.
- Project-specific Traffic Control plans will not be provided.
- The Contract Legal, General, and Technical Specifications will be based on the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1-week before the review meeting. City Comments

## EXHIBIT A-1

and redlines obtained during the review meetings, as well as comments from TIB, will be incorporated to develop the Final Bid Ready PS&E.

### **Task 5 - Assistance During Bidding**

This task includes the effort required to assist the City with bidding of the project. This includes working with TIB on the Bid Authorization form, preparation of the advertisement for bids and includes the following:

- 5.1 Prepare Bid Authorization form and submit to TIB.
- 5.2 Plan Production & BXWA Coordination: Consultant will coordinate and submit final PS&E package to BXWA and prepare final bid documents.
- 5.3 Prepare addenda and respond to bidders' questions.
- 5.4 Recommendation of Award: Tabulate bid results, check references, prepare award package for Local Programs, and provide recommendation of Award.
- 5.5 Prepare and submit updated Cost Estimate form to TIB.

### **Task 5 Deliverables:**

- Completed Bid Authorization for submitted to TIB.
- Up to three (3) addenda and response to bidder questions
- Bid Tabulation: an electronic PDF copy
- Recommendation for Award letter: An electronic PDF copy
- Conformed Set: One (1) digital file transfer containing all PS&E documents including AutoCAD drawings, two (2) 11x17 hard copies of Plans, two (2) bound hard copies of specifications
- Updated Cost Estimate submitted to TIB.

### **Construction Services**

It is anticipated that Construction Services will be provided by KPG Psomas. At the 90% Design level and if requested, we will provide a scope of work and budget.

### **Additional Services**

The CITY may require additional services of the CONSULTANT such as construction contract management services. The scope of these services will be determined based on any unanticipated project needs or other considerations at the sole discretion of the CITY.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.



## Exhibit B –Budget Summary

Task No.	Task Description	Hours	Totals
<b>Task 1 – Management/Coordination/Administering</b>			
1.1	Project Administration	25	\$ 4,397.00
1.2	Project Management	21	3,733.00
1.3	Quality Assurance and Quality Control	17	3,069.00
	<b>Task Total</b>	<b>63</b>	<b>\$ 11,199.00</b>
<b>Task 2 – Survey and Base Mapping</b>			
2.1	Survey Control	9	\$ 2,410.00
2.2	Topographic Mapping	49	13,210.00
2.3	Develop Base Map	42	5,620.00
	<b>Task Total</b>	<b>100</b>	<b>\$ 21,240.00</b>
<b>Task 3 – Preliminary Design (30%)</b>			
3.1	Pavement Analysis	10	\$ 1,908.00
3.2	Initial Field Review	8	1,824.00
3.3	Initial Field Review with City	4	912.00
3.4	Field Design	14	2,440.00
3.5	Design Documents	179	25,574.00
3.5a	Cover Sheet		
3.5b	Legend, Abbreviation & Survey Control		
3.5c	Typical Section & Details		
3.5d	Overlay Plans		
3.5e	Curb Ramp Design (Horizontal)		
3.5f	Cost Estimate		
3.6	Design Review	7	1,452.00
	<b>Task Total</b>	<b>222</b>	<b>\$ 34,110.00</b>
<b>Task 4 – Intersection Plans (90% and Final Design)</b>			
4.1	90% Design	150	\$ 23,712.00
4.1a	Cover Sheet		
4.1b	Legend, Abbreviation & Survey Control		
4.1c	Typical Section & Details		
4.1d	Overlay Plans		
4.1e	Curb Ramp Design (Vertical)		
4.1f	Cost Estimate		
4.1g	Specifications		
4.2	Design Review	12	2,572.00
4.3	Bid Documents Design	78	12,464.00
	<b>Task Total</b>	<b>240</b>	<b>\$ 38,748.00</b>
<b>Task 5 – Assistance During Bidding</b>			
5.1	Bid Authorization Form to TIB	10	\$ 1,568.00
5.2	BXWA Coordination	8	1,112.00
5.3	Respond to Bidders	10	1,606.00
5.4	Recommendation of Award	2	278.00
5.5	Cost Estimate to TIB	1	166.00
	<b>Task Total</b>	<b>31</b>	<b>\$ 4,730.00</b>
<b>Total Labor Hours and Fee</b>		<b>656</b>	<b>\$110,027.00</b>
<b>Subconsultants</b>			
	Geotechnical Pavement Analysis and Memo		\$ 5,000.00
	Administrative Charge (5%)		250.00
	<b>Total Subconsultant Expense</b>		<b>\$ 5,250.00</b>
<b>Total Estimated Budget</b>			<b>\$115,277.00</b>



## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Department of Commerce Climate Planning Grant Agreement  
**ITEM:** 13E  
**DATE:** April 9, 2024  
**FROM:** Mark Newman, Community Development Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a grant agreement with the Washington State Department of Commerce for \$120,000 for the development of the Growth Management Act (GMA) Climate Change and Resiliency Sub-Elements related to the implementation of [House Bill 1181](#).

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a grant agreement with the WA State Department of Commerce for a Climate Planning Grant in the amount of \$120,000. These Climate Planning Grants were made available to all cities required to implement a Climate Change Resiliency Element (“Element”), per [RCW 36.70A.040\(4\)](#) by applicable statutory deadlines. Fircrest is required to add this Element to its Comprehensive Plan by the year 2029. The Element must include three Sub-Elements: Greenhouse Gas Reduction, Climate Resilience, and Transportation. Fircrest is allocated a total of \$500,000 to complete this work. To date, BHC Consultants has provided a baseline Element with goals and policies but with no substantial data or roadmap for implementation of these goals, which is what this grant will accomplish.

The City has asked for an initial \$120,000 in funding to work on the Greenhouse Gas Reduction Sub-Element and Climate Resilience Sub-Element, with the Transportation Sub-Element reserved for a later date. The scope of work will include the following major deliverables due by June 15, 2025: an urban tree canopy improvement study, a low-impact development regulations study, a critical areas ordinance update, a greenhouse gas emission sources report with reduction targets, finalized Comprehensive Plan amendments, and a GIS StoryMap explaining the City’s progress in meeting its Element goals.

The contract may be amended by June 15, 2025, if major work is not completed by the target date. Additionally, the City can amend the contract if it is unable to find a consultant willing to take on all this work for \$120,000. Due to the specialized nature of the work, the City will most likely need to contract with individual consultants. The City may also request a portion of the remaining \$380,000 needed to complete the work, with the remaining funds earmarked for the Transportation Sub-Element.

**FISCAL IMPACT:** There is no City match requirement for this grant. The \$120,000 would be used to hire a consultant to help the City review its existing regulations and perform technical studies on its urban tree canopy, critical areas ordinance, and greenhouse gas reductions to comply with HB 1181. The consultant budget will include a public outreach and facilitation component, but a majority of the funding will need to be allocated towards the technical studies and deliverables identified in the grant contract (Attachment B: Budget – page 16)

**ADVANTAGE:** Implementation is required by State mandate by 2029. The State has provided grant money to help the City of Fircrest implement these laws. As costs continue to increase due to inflation, accessing this funding early could potentially save the City money and promote the Council's vision for an increased emphasis on sustainability. Additionally, several other cities have already started this process, such as the [City of Lake Stevens](#) and the [City of Vancouver](#). Fircrest staff can reach out to these jurisdictions to help understand potential roadblocks.

**DISADVANTAGES:** Starting the work earlier than 2029 could prevent the City of Fircrest from partnering with other jurisdictions on the same timeline, such as DuPont, Gig Harbor, Steilacoom, and University Place, especially if shared regional data on greenhouse gas emissions is available. Some cities around the State have chosen to enter into regional Interlocal Agreements to share funds and work.

There are pros and cons related to proceeding on our own. Future collaboration with other cities could be beneficial and potentially result in some cost savings, especially if we use the same model for greenhouse gases. However, it could also be a lengthy process. Proceeding on our own is not necessarily a disadvantage, as Fircrest retains local control and creates policies that are unique to our needs.

**ALTERNATIVES:** Do not accept the grant and provide alternative direction to City staff.

**HISTORY:** The Department of Commerce has prioritized funding for cities whose Climate Change Resiliency Element is due in 2025-2027 but indicated that funds were available on a case-by-case basis for cities whose due date is later than 2027. The City applied for this grant back in October 2023 to obtain early funding to begin this required work. As inflation and consultant costs continue to rise, with services becoming more expensive with each progressive year, starting this work early on will allow the City to access funds now rather than four to five years from now.

**ATTACHMENTS:** [Resolution](#)  
[Interagency Agreement – Climate Planning Grant](#)  
[Climate Planning Grant Guidance FAQ](#)

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**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR \$120,000 FOR THE DEVELOPMENT OF THE GROWTH MANAGEMENT ACT (GMA) CLIMATE CHANGE AND RESILIENCY ELEMENT REQUIREMENTS RELATED TO THE IMPLEMENTATION OF HOUSE BILL 1181.**

**WHEREAS**, the City is mandated to implement a Climate Change Resiliency Element to its Comprehensive Plan no later than 2029; and

**WHEREAS**, the City of Fircrest has received a WA State Department of Commerce Climate Planning Grant for \$120,000 to assist with the implementation of a Climate Resilience Element with Greenhouse Gas Reduction and Climate Resilience Sub-Elements; and

**WHEREAS**, the grant proceeds will allow the City to begin work on these Sub-Elements to promote sustainability, including an urban tree canopy assessment, critical areas ordinance update, and greenhouse gas emissions report with targets for reduction; and

**WHEREAS**, the City is required to complete such actions to satisfy the 2023-2025 grant cycle no later than June 15, 2025; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with the Washington State Department of Commerce to accept a grant of \$120,000 to develop Climate Change and Resiliency Sub-Elements related to the implementation of House Bill 1181.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 9th day of April 2024.

**APPROVED:**

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Shannon Reynolds, Mayor

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**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



**Interagency Agreement with**

**City of Fircrest**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-207**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63610-207

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

<b>1. Contractor</b> City of Fircrest 115 Ramsdell Street Fircrest, WA 98466		<b>2. Contractor Doing Business As (as applicable)</b> N/A		
<b>3. Contractor Representative</b> Mark Newman mnewman@cityoffircrest.net		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504		
<b>5. Contract Amount</b> \$120,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2025	
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A		<b>ALN</b> N/A
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 000XXXXXXXX	<b>12. UBI #</b> 278-009-045-8	<b>13. UEI #</b> N/A	
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities.  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget				
<b>FOR CONTRACTOR</b>  _____ Dawn Masko, City Manager  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>		

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$120,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-207. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### **State Fiscal Year Payments**

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### **Invoices and End of Fiscal Year**

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

## 7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## 8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

This Contract 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.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, 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 make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

**8. GOVERNING LAW AND VENUE**

This Contract 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 in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract 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 contract.

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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## Attachment A: Scope of Work

Section Steps, Tasks, and Deliverables	Description	Start and End Dates
Section 2	Initialize Project	5/1/2024 to 5/31/2024
Task 2.1	Form Climate Policy Advisory Team	
Task 2.2	Climate Policy Advisory Team to establish engagement strategy that ranks Climate Resilience Sub-Element Goals and Implementation Activities from Comp. Plan by Importance.	
Deliverable 1	Submit a memo summarizing completion of this step using the goals and policies outlined in the 2024 Climate Resilience Sub-Element.	7/1/2024
Section 3, Step 1	Explore Sources that Deteriorate Water Quality, Tree Canopy, and increase GHG Emissions	7/1/2024 to 7/31/2024
Section 3, Step 2	Link sources to goals in Element: healthy urban forest for carbon sequestration, managing surface water runoff, and neighborhood equity	7/1/2024 to 7/31/2024
Task 2.1	Define scope of work to implement goals and reduce sources.	
Task 2.2	Create methodology to incorporate climate resiliency via urban tree canopy improvements, LID, critical areas ordinance updates, and tree equity to promote climate resiliency	
Deliverable 2	Submit methodology memo on urban tree canopy improvements, LID, and critical areas ordinance updates to promote resiliency.	10/1/2024
Section 3, Step 3	Authorize consultant contract to implement urban tree canopy study for carbon sequestration and GHG reduction.	10/1/2024 to 10/31/2024
Section 3, Step 4	Authorize consultant contract to implement critical areas ordinance update with LID incentives.	10/1/2024 to 10/31/2024

Section 3, Step 5	Hold open houses and community survey to gain public input on climate resiliency initiatives: urban tree canopy, GHG reduction, CAO update.	11/1/2024 to 11/30/2024
Task 4.1	Analyze GHG emission hotspots where improved tree canopy is necessary.	
Task 4.2	Analyze tree canopy percentages and equity by neighborhood.	
Task 4.3	Analyze undeveloped parcels where CAO updates are most critical for preservation and improving water quality and draft development standards.	
Deliverable 3	Develop list of all sources of GHG emissions and extract a subset of the most significant sources with proposed solutions from sub-element goals. Submit a memo summarizing completion of this step.	12/1/2024
Section 3, Step 5	Set GHG point-source reduction targets in underperforming areas with low tree canopy and poor water quality.	12/1/2024 to 12/31/2024
Task 5.1	Develop or choose reduction targets that can be achieved in the near term (five years) and longer term (10 years) for implementation.	
Deliverable 4	GHG reduction targets and projected GHG reductions and tracking of tree canopy growth or decline. Submit a memo summarizing completion of this step.	1/10/2024
Section 3, Step 6	Develop goals, policies and an implementation plan to achieve GHG reduction targets, such as shading public buildings to reduce air conditioning use or credits for enhanced wetland/stream buffer mitigation.	1/15/2025 to 1/31/2025
Section 3, Step 7	Integrate the GHG reduction measures Climate Resilience Element of the Comprehensive Plan	2/1/2025 to 2/28/2025
Task 7.2	Embed an implementation or action plan into the Climate Resilience Element of the Comprehensive Plan	
Deliverable 5	Draft goals and policies that will reduce subsequent GHG emissions	3/1/2025
Deliverable 6	Adopt GHG Emissions Reductions goals and policies by ordinance	4/1/2025

Section 3, Step 8	Evaluate progress of GHG reduction and improved tree canopy toward our goals	5/1/2025 to 5/31/2025
Task 8.1	Measure GHG changes by developing a comparison between the jurisdiction's baseline data (e.g.,2019) and present values	
Task 8.2	Create schedule to revisit the GHG data at regular intervals (at least every five years), and measure progress from the last review.	
Task 8.3	Add GHG interval data and Tree Canopy data per annum as GIS layers.	
Deliverable 7	Submit a story map summarizing completion of deliverables.	6/15/2025

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### **Attachment B: Budget**

<b>Deliverables</b>	<b>Grant Funding</b>
Deliverable 1 - Submit a memo summarizing completion of this step using the goals and policies outlined in the 2024 Climate Resilience Sub-Element.	\$10,000
Deliverable 2 - Submit methodology memo on urban tree canopy improvements, LID, and critical areas ordinance updates to promote resiliency.	\$10,000
Deliverable 3 - Develop list of all sources of GHG emissions and extract a subset of the most significant sources with proposed solutions from sub-element goals. Submit a memo summarizing completion of this step.	\$20,000
Deliverable 4 - GHG reduction targets and projected GHG reductions and tracking of tree canopy growth or decline. Submit a memo summarizing completion of this step.	\$25,000
Deliverable 5 - Draft goals and policies that will reduce subsequent GHG emissions.	\$20,000
Deliverable 6 - Adopt GHG Emissions Reductions goals and policies by ordinance	\$20,000
Deliverable 7 - Submit a story map summarizing completion of deliverables.	\$15,000
<b>Total</b>	<b>\$120,000</b>



## CLIMATE LAW AND GUIDANCE: FREQUENTLY ASKED QUESTIONS (FAQ)

# Growth Management Act (GMA) amendment requires local climate action in comprehensive plans

Planning for climate change and resiliency was added as the 14th goal to the GMA in 2023, by adoption of House Bill 1181 (Chapter 228, Laws of 2023). The GMA now requires local comprehensive plans to have sub-elements with climate resilience and greenhouse gas emissions reduction:

- The Greenhouse Gas (GHG) Emission sub-element – with goals and policies to reduce GHG emissions and vehicle miles traveled – is mandatory for the state’s 11 largest counties and for cities located within those counties that have a population size greater than 6,000.
- The Resilience sub-element – with goals and policies to improve climate preparedness, response and recovery efforts – is mandatory for all fully planning counties and cities under the GMA and is encouraged for others.

This document provides answers to frequently asked questions about the new law’s requirements.

## Is there any climate element guidance available now?

The Washington State Department of Commerce, in partnership with other state agencies, tribes and local planners, developed early climate element planning guidance to help cities and counties address climate change in their comprehensive plans. A climate element can take the form of a single comprehensive plan chapter or be integrated into several chapters/elements such as housing, transportation and land use.

Commerce published early climate element planning guidance in June 2023, and a list of more than 200 model climate goals and policies that a jurisdiction could integrate into their comprehensive plan. A climate element can take the form of a single comprehensive plan chapter or be integrated into several chapters/elements such as housing, transportation and land use.

- [Link to: Climate Element Guidance \(PDF\)](#)

Commerce will revise the guidance to reflect updates to the law by December 2023. Applicable cities and counties with a 2025 comprehensive plan periodic update deadline will be the first cities required to have a climate element and should use the intermediate guidance.

## Who Must Create a Climate Element?

The Growth Management Act (GMA) has mandatory elements to include the newly added climate change and resiliency element. The climate-related changes to the GMA that are reflected in [HB 1181](#) (Chapter 228, Laws of 2023) include amendments to other mandatory elements with timeframes for applicability based on the [periodic update schedule](#). Applicable jurisdictions must update their transportation element, land use element, and add a climate element, which is comprised of a greenhouse gas emissions reduction sub-element and a resilience sub-element. The requirements apply to the counties and their cities with a population greater than 6,000 as of April 1, 2021 (per the [Office of Financial Management](#)).

The resilience sub-element is mandatory for all counties and cities fully planning under the GMA and is encouraged for all other jurisdictions (counties and cities) not listed in the table below. Commerce can provide complete training and guidance on the GMA. The following Commerce resources are available online:

- [Periodic Updates: GMA regulations](#)
- Overview of Washington [local land use planning](#)

## What is the definition of an “element”? Can climate change policies be integrated throughout a comprehensive plan or must they be in a stand-alone chapter?

A comprehensive plan “chapter” and “element” are synonymous. The new law requires that comprehensive plans include a “climate change and resiliency element” with greenhouse gas emission reduction and resilience sub-elements. The best practice would be to integrate climate change goals and policies throughout the comprehensive plan in the appropriate elements, and then organize and compile those goals and policies into a climate change and resilience element to avoid any legal confusion and depict consistency throughout the document.

## Will a comprehensive plan checklist be published?

An updated comprehensive plan [checklist](#) will be published in time for 2024 submissions but there will not be a separate checklist for the climate change and resiliency element.

## Should jurisdictions that are not “fully planning” under the GMA add a resilience sub-element?

Resilience sub-elements are not mandatory for jurisdictions that are not fully planning. However, Commerce encourages this if at all practicable.

## Where is a compact list of (sample) climate measures?

A list of over 200 climate measures are linked to the June 2023 guidance. Refer to the “Menu of Measures” for sample goals and policies.

- [June 2023 – Early Climate Element Guidance \(PDF\)](#)
- [Menu of Measures](#)



## How do jurisdictions acquire information to develop a climate element?

Commerce published early climate element planning guidance in June 2023, and a list of more than 200 model climate goals and policies (Menu of Measures) that jurisdictions could integrate into their comprehensive plan. A climate element can take the form of a single comprehensive plan chapter or be integrated into several chapters/elements such as housing, transportation, and land use.

The original guidance document was intended to be final as of June 2023. However, with the changes to statute in 2023, Commerce will need to revise the new guidance to reflect these updates to the law. We expect to publish intermediate guidance by December 2023. Applicable cities and counties with a 2025 comprehensive plan periodic update deadline will be the first cities required to have a climate element and should use the intermediate guidance.

## Is resilience being emphasized over mitigation (GHG emission reduction)?

The state's guidance for development of a climate element includes emphasis on both resilience and GHG emission reduction.

## Will additional guidance be released on VMT reduction measures in 2023 (For example: tools and methods for VMT calculations)?

Yes, Commerce and Washington State Department of Transportation (WSDOT) will be working together on transportation planning issues. WSDOT has informed us that they will continue to publish and augment county level VMT data with city level data being developed for the first time.

- County VMT data has been and continues to be available: [WSDOT VMT Transportation Data](#)
- City level data is being developed for the first time. It should be published by the end of this calendar year for 2022. Future updates to city level data should be published each November.

## Will Commerce approval of GHG emission reduction sub-elements mean that they cannot be appealed?

Commerce's decision to approve could be appealed to the Growth Management Hearings Board. Refer to Section 6 of HB 1181 (2023) for full details.

## What are the significant agency (Commerce) actions and when do they take effect?

Commerce may approve GHG emission reduction sub-elements that are optionally submitted by counties and cities prior to completing comprehensive plans and periodic updates. Commerce will specify processes and requirements for submission of these sub-elements in the next Washington Administrative Code (WAC) updates.

## What about funding for this work?

Commerce will be providing approximately \$30 million in grants each biennium (as appropriated) to support development of climate elements. Information about climate grant programs is available on our [Climate Program website](#). Check [Growth Management Services](#) grant page for other opportunities.

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The Commerce Climate Program may update this FAQ periodically to address new questions.

Visit [www.commerce.wa.gov/serving-communities/growth-management/growth-management-topics/climate-change/](http://www.commerce.wa.gov/serving-communities/growth-management/growth-management-topics/climate-change/) for more information about the new law and planning guidance.

**More questions?** Contact the Commerce Climate Program at 360-725-3114 or [GMSClimate@commerce.wa.gov](mailto:GMSClimate@commerce.wa.gov).