AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
Monday, July 12, 2021 – 5:30 p.m.

Due to public health concerns, this meeting will be accessible by calling (253) 215-8782 and entering Meeting ID 932 1605 6382 or through Zoom at https://zoom.us/j/93216056382

Comments are only allowed during designated portions of the meeting. To speak during the meeting, press the Raise Hand button near the bottom of your Zoom window or press *9 on your phone. Please refrain from raising your hand until the Mayor has announced that he has opened the public comment portion of the meeting.

Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of speaking live, you may submit comments in writing by email before the meeting. Your comments must be provided to the City Clerk by 3:00 p.m. on the day of the meeting. All written comments must be able to be read in 3 minutes or less to be included in the record and must state “FOR PUBLIC COMMENT” in the subject line of the email. In addition, comments must include the name and address of the person submitting the comments. Email comments to cityclerk@gigharborwa.gov. Written comments will be read during the appropriate agenda item.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

CHANGES TO THE AGENDA

CONSENT AGENDA

1. **City Council Minutes**

   Documents:

   City Council Special Meeting Minutes - June 28, 2021.pdf
   City Council Meeting Minutes - June 28, 2021.pdf

2. **Receive & File**

   Documents:

   Arts Commission Meeting Minutes - June 9, 2021.pdf
   Arts Commission Meeting Minutes - June 11, 2021.pdf
   Planning Commission Minutes - June 17, 2021.pdf

3. **Authorization to Accept American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds**

   Documents:

AGENDA BILL ARPA Funds Acceptance.pdf

4. **Police Officer Hiring**

   Documents:

   AGENDA BILL Lateral Police Officer.pdf

5. **Approval of Payroll for July 12, 2021**

   Checks #8280 through #8286 and direct deposit transactions in the total amount of $472,688.95.

6. **Approval of Vouchers for July 12, 2021**

   Checks #95627 through 95717 and ACH payments in the amount of $958,958.59.

MAYOR'S REPORT

1. **Welcome City Administrator Tony Piasecki**

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. **Emergency Water Intertie – Canterwood Blvd – Professional Services Contract**

   a) Report: Public Works Director Jeff Langhelm
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation and action

   Documents:

   AGENDA BILL Emergency Water Intertie - Canterwood Boulevard.pdf

2. **Residential Lease Agreement Authorization – 7601 Soundview**

   a) Report: Mayor Kuhn
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation and action

   Documents:

   AGENDA BILL - 7601 Soundvie Drive Lease Authorization.pdf

STAFF REPORT

1. **2020 Crime Statistics Report**

Documents:

2020 Crime in Washington.pdf

COUNCIL REPORTS / COMMENTS

1. **Planning & Building Committee Meeting of July 5 - Councilmember Himes**
2. **Parks Commission Meeting of July 7 - Councilmember Abersold**
3. **Board and Commission Candidate Review Committee Meeting of July 12 - Councilmember Abersold**

ANNOUNCEMENT OF UPCOMING MEETINGS

1. **Public Works Committee Meeting - Tuesday, July 13 at 3:00 p.m.**
2. **Intergovernmental Affairs Committee Special Meeting - Monday, July 19 at 4:00 p.m.**

ADJOURN

Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES FOR GIG HARBOR CITY COUNCIL SPECIAL MEETING
Monday, June 28, 2021 – 5:00 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Francich, Himes, Markley, Rodeberg, and Woock.

Staff present: City Administrator Bob Larson, Assistant City Clerk Josh Stecker, Community Development Director Katrina Knutson, and Ogden Murphy Wallace Attorney James Haney.

EXECUTIVE SESSION
Mayor Kuhn announced that Council would go into Executive Session for the purpose of discussing pending litigation per RCW 42.10.110 (1)(i). Action may be taken after the session. Council will return to open session at 5:35 p.m.

Council returned to open session at 5:32 p.m.

MOTION: Move to approve Resolution 1215.
Woock/Rodenberg – motion passed 6-1, Councilmember Franich opposed.

MOTION: Move to authorize the Mayor to execute an extension of the settlement agreement with OPG on the terms and conditions discussed in Executive Session.
Abersold/Woock – motion passed 7-0

ADJOURN: The meeting adjourned at 5:34 p.m.

_____
Joshua Stecker, CMC
Interim City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, June 28, 2021 – 5:30 p.m.

Due to public health concerns, this meeting was held remotely

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Present: Councilmembers Abersold, Denson, Franich, Himes, Markley, Rodenberg, and Woock.

Staff: City Administrator Bob Larson, Community Development Director Katrina Knutson, Public Works Director Jeff Langhelm, Interim City Clerk Josh Stecker, Senior Engineer Aaron Hulst, Finance Director Dave Rodenbach and City Attorney Daniel Kenny.

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA: There were none.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - June 10, 2021; City Council Meeting Minutes - June 14, 2021; City Council Study Session Minutes - June 17, 2021
2. Receive & File: Planning Commission Meeting Minutes - May 6, 2021; Board and Commission Candidate Review Committee Minutes - June 21, 2021; Finance and Safety Committee Minutes - June 21, 2021.pdf
3. Water System Plan Update – Professional Services Contract Amendment #3Carollo
4. Appointments to the Planning Commission and Parks Commission
5. Approval of Vouchers for June 28, 2021 - Check numbers 95527 through 95626 and ACH payments in the amount of $1,686,946.04.

MOTION**:** Move to approve the Consent Agenda
Markley/ Abersold - Unanimously approved

MAYOR'S REPORT: Mayor Kuhn acknowledged City Administrator Bob Larson's retirement and noted that this is his last City Council Meeting. Councilmembers expressed their appreciation for Mr. Larson's service to the City.

Mayor Kuhn noted that Council often cancels the second Council Meeting in August. Councilmembers expressed support for cancelling the August 23 Council Meeting.

CITY ADMINISTRATOR'S REPORT: City Administrator Bob Larson reported that the Civic Center will remain closed through July 19 with limited in-person services available.

Mr. Larson thanked the City's Public Works staff for their efforts during the unprecedented heat event in recent days. Staff are taking necessary precautions to stay safe in the extreme temperatures.

Mr. Larson thanked Council and City staff for their support during his time as City Administrator.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Tom Wick (Hunt Street) commented on emails sent to City staff last week related to the Hearing Examiner.

The meeting entered into a recess at 6:04 p.m.
The meeting reconvened at 6:10 p.m.

NEW BUSINESS:

1. **Public Hearing: Resolution 1212 – Adoption of Six-Year Transportation Improvement Program (TIP) 2022-2027 –** Senior Engineer Aaron Hulst gave an overview of the TIP process. Councilmember Denson requested that the Peacock Hill sidewalk project be added to future versions of the TIP.

   The Mayor opened the public comment period. There were no public comments. The Mayor closed the public comment period.

   MOTION**:** Move to approve Resolution 1212
   Franich/Himes – Unanimously approved

2. **Resolution 1213 - Support for Recommended Measures in Response to Issues Identified in the 2020 Employee Engagement Survey –** City Administrator Bob Larson gave an overview of the response to the Employee Engagement Survey and presented the resolution stating Council's support for future steps to be taken.

   The Mayor opened the public comment period. Kiaha Long inquired on the selected consultants. The Mayor closed the public comment period.

   MOTION**:** Move to approve Resolution 1213
   Woock/Rodenberg – Approved 6-1, Abersold opposed

3. **Resolution 1214 - Public Works Trust Fund Loan Opportunities –** Public Works Director Jeff Langhelm presented an overview of the program and identified the Canterwood Boulevard Emergency Water Intertie and the Sewer Lift Station #5 replacement projects as potential projects to be funded.

   The Mayor opened the public comment period. Kiaha Long inquired about City's receipt of CARES Act funds. The Mayor closed the public comment period.

   MOTION**:** Move to approve Resolution 1214
   Himes/Woock – Unanimously approved

4. **Community Paddlers Dock Construction Support Services – Professional Services Contract Amendment #1/DCG –** Jeff Langhelm reviewed the scope of the amendment and noted the City is hoping for construction award at the second Council meeting in July with a goal to complete construction in 2021.

The Mayor opened the public comment period. There were no public comments. The Mayor closed the public comment period.

MOTION**:** Move to approve and authorize the Mayor to sign a Professional Services Contract Amendment #1 with Davido Consulting Group, Inc. in an amount not to exceed $86,719
Woock/Himes – Approved 6-1, Franich opposed

5. **Release of Easement – 9322 Goodman Avenue –** Jeff Langhelm reported that the City received a request from the property owner to have the City vacate its utility easement at 9322 Goodman Avenue. The City has no future need for the easement.

   The Mayor opened the public comment period. There were no public comments. The Mayor closed the public comment period.

   MOTION: Approve and authorize the Mayor to sign the release and termination of easement.
   Himes/Markley – Unanimously approved

6. **Lease Agreement with Chamber of Commerce –** Bob Larson presented the lease agreement for the Gig Harbor Chamber of Commerce building on Judson Street. The new lease requires the Chamber to pay 25% of the current market rental rate after a 75% discount in consideration of Visitor Center services provided by the Chamber. Rent will increase automatically based on the CPI for Seattle/Tacoma/Bellevue.

   Councilmember Denson recused herself from the discussion due to her association with the Chamber of Commerce.

   The Mayor opened the public comment period. There were no public comments. The Mayor closed the public comment period.

   MOTION: Move to approve and authorize the Mayor to execute a lease with the Gig Harbor Chamber of Commerce for the premises located at 3125 Judson Street.
   Woock/Markley – Motion passed 6-0

7. **Gig Harbor North Crosswalk Improvements – Public Works Construction Contract Award –** Jeff Langhelm reported that the City received two bids on the contract. The City anticipated that the project will be completed by Labor Day.

   The Mayor opened the public comment period. There were no public comments. The Mayor closed the public comment period.

   MOTION: Move to Authorize the Mayor to execute a Public Works Contract with Sound Pacific Construction, LLC in an amount not to exceed

$479,952.00 and authorize the City Engineer to approve additional Public Works contract expenditures up to $20,000.00.
Woock/Denson – Unanimously approved

8. **North Creek Gig Harbor, LLC Property Donation - Environmental Assessment Phase 1 – Professional Services Contract/Landau Associates, Inc. –** Jeff Langhelm identified the proposed parcel as a lot that could be used to support the Cushman Trail at 96th Street with additional parking or other features.

   The Mayor opened the public comment period. Roger Henderson (10679 Sundial Lane) commented on the features of the parcel. The Mayor closed the public comment period.

   MOTION: Move to Authorize the Mayor to execute a Professional Services Contract with Landau Associates, Inc. in an amount not to exceed $7,555.00.
   Markley/Himes – Unanimously approved

COUNCIL REPORTS / COMMENTS:

Public Works Committee, June 15 - Councilmember Franich reported that the committee discussed the 6-year Transportation Improvement Program and the Capital Improvement Program.

Board & Commission Candidate Review Committee, June 21 - Councilmember Abersold reported that committee conducted Planning Commission and Parks Commission interviews.

Finance & Safety Committee, June 21 - Councilmember Rodenberg reported that the committee reviewed LTGO bond early payoff options and recommended going with lower interest bonds.

Councilmember Woock thanked employees working in the hot weather.

ANNOUNCEMENT OF OTHER MEETINGS:

1. **City Offices Closed on July 5 - Independence Day Holiday**
2. **Planning & Building Committee - Tuesday, July 6 at 3:00 p.m.**
3. **City Council Study Session - Thursday, July 8 at 3:00 p.m.**

ADJOURN:

MOTION: Move to adjourn at 7:51 p.m.
Himes/Abersold – unanimously approved

_____
Joshua Stecker
Interim City Clerk

MINUTES
GIG HARBOR ARTS COMMISSION MEETING

Wednesday, June 9, 2021 10:00 a.m.-12:00 p.m.

CALL TO ORDER / ROLL CALL: Chair Charlee Glock-Jackson called the meeting to order. Commissioners Lynn Stevenson, Dan Bozich, Samantha Kelly, Linda Sutherland and Jennifer Beard were present. Robin Avni was excused.

Staff present included City Clerk Molly Towslee, Assistant City Clerk/Open Government Administrator Josh Stecker and Senior Planner Carl de Simas,

APPROVAL OF MINUTES: The minutes of the special meeting of May 11, 2021 and the minutes of the meeting of May 12, 2021 were unanimously approved.

PRESENTATION: Olga Torres Inglebriston (Dean, TCC Gig Harbor Campus & Continuing Education) gave a presentation on Tacoma Community College's Write in the Harbor Conference. TCC may be forming an advisory committee for the conference. Linda Sutherland volunteered to represent the Arts Commission when the committee is formed.

OLD BUSINESS:

1. **Comprehensive Plan Arts & Culture Element Update -** Carl de Simas introduced William Grimes who will be working as consultant on the Arts & Culture Element. Charlee Glock-Jackson spoke about the need for the element. The commissioners discussed the importance of the Arts Commission including implementing the Endeavor Grant and Harbor Arbor tree-carving programs. The commissioners discussed the goals and scope of the Comprehensive Plan and the element. Each of the commissioners talked about his or her background and experience on the Arts Commission.

   Public Comment: Barbara Gresham Hammerman commented in support of the element as an Endeavor Grant recipient.

2. **Creative Endeavor Grant Updates –** Charlee Glock-Jackson reported on events and activities sponsored by the Creative Endeavor Grants.

3. **Harborview/Stinson Sidewalk Art Project Update –** No update this month.

4. **Historic Markers Update –** Finalized text for the markers will be reviewed at the Special Meeting on June 11.

The Commission thanked City Clerk Molly Towslee for her years of service and congratulated her on her retirement.

ANNOUNCEMENT OF OTHER MEETINGS: A special meeting has been scheduled for June 11. The next regular meeting will be July 14.

ADJOURN: The meeting adjourned at 11:56 a.m.

_____

Joshua Stecker
Interim City Clerk

MINUTES
GIG HARBOR ARTS COMMISSION SPECIAL MEETING

Friday, June 11, 2021 9:00 a.m.

This meeting was held virtually due to COVID-19 restrictions.

CALL TO ORDER / ROLL CALL: Chair Charlee Glock-Jackson called the meeting to order and called roll. Commissioners Lynn Stevenson, Dan Bozich, Jennifer Beard, Linda Sutherland, and Samantha Kelly were present. Mayor Kit Kuhn and Interim City Clerk Joshua Stecker were present from City staff along with Jennifer Keating of the Puyallup Tribe.

OLD BUSINESS:

1. **Historic Markers** – Mayor Kuhn provided some background on the historic markers signage project. Jennifer Keating spoke about the Tribe's process in developing the signage text. Signage text was not available for review at the meeting.

   The commissioners discussed the process of developing the text and design of the panels and the role of the Arts Commission. The Arts Commission will postpone further discussion of the project until a formal presentation is made by the Puyallup Tribe. The discussion will be added to the agenda of the July 14 meeting.

ADJOURN: The meeting adjourned at 10:12 a.m.

_____

Joshua Stecker
Interim City Clerk

Minutes Planning Commission
Gig Harbor Civic Center
Thursday, June 17, 2021
5:00 P.M.

5:06 p.m. - Call to order, roll call Commissioner Soltess, Commissioner Krawczyk, Commissioner Bennett, Commissioner Brown, Commissioner Bradbury &Chair Commissioner Hoeksema
Staff Carl deSimas, Senior Planner & Michelle Thomas, Planning Technician

Approval of Minutes: May 6, 2021 Motion

Agenda Items

I. Nomination & Election of Officers per Bylaws Article III Section 1- Nomination for Chair Greg Hoeksema by Krawczyk/Bennett all in favor Hoeksema remains Chair
   Nomination for Vice Chair for John Krawczyk by Hoeksema/Bennett all in favor Krawczyk remains Vice Chair
II. UGA Analysis (Update)- deSimas
III. Land-Use/Arts and Culture Comprehensive Plan Elements (Update)- deSimas

Other Business

Commissioner Brown adding agenda items to meetings
Grette update from deSimas
Art in the Shoreline status Hoeksema
Next meeting Thursday, July 1, 2021

Adjournment

Motion Krawczyk/Bennett All in Favor meeting adjourned at 6:09

Business of the City Council
City of Gig Harbor, WA

Subject: Acceptance of American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds

Proposed Council Action: Move to authorize the Mayor to take the necessary actions to accept American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds from the Washington State Office of Financial Management and the U.S. Department of the Treasury.

Dept. Origin: Administration

Prepared by: Bob Larson, City Administrator

For Agenda of: July 12, 2021

Attachments: ARPA agreement documents

	Initial & Date
Concurred by Mayor:	LK 7-6-21
Approved by City Administrator:	RWL 07/02/2021
Approved as to form by City Atty:	Email 7/2
Approved by Finance Director:	7/2/21
Approved by Department Head:	N/A

Expenditure Required	$0	Amount Budgeted	$0	Appropriation Required	$ 0

INFORMATION/BACKGROUND

The Washington State Office of Financial Management has provided the City with details on the process for accepting ARPA Coronavirus Local Fiscal Recovery Funds. The City's allocation of $2,991,629.00 will be provided in two equal installments of $1,495,814.00 in 2021 and 2022. This proposed Council action gives the Mayor the authority to accept these funds.

Council met in study session on June 17 to discuss potential uses of the funds, which must be used by the end of 2024. The usage of the funds will be approved by Council in future budgets or budget amendments.

FISCAL CONSIDERATION: None

BOARD OR COMMITTEE RECOMMENDATION: None

RECOMMENDATION/MOTION: Move to authorize the Mayor to take the necessary actions to accept American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds from the Washington State Office of Financial Management and the U.S. Department of the Treasury.

STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
Insurance Building, PO Box 43113 • Olympia, Washington 98504-3113 • (360) 902-0555

June 7, 2021

Dear Mayor:

I am writing to inform you that your city or town is eligible to receive Coronavirus Local Fiscal Recovery Funds from the federal American Rescue Plan Act (ARPA). Please see the U.S. Treasury's web page for background and guidance on the Local Fiscal Recovery Funds at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

Some cities will receive funds directly from the U.S. Treasury. Smaller cities and towns (called nonentitlement units (NEUs)) will not receive their funds directly from the U.S. Treasury. Treasury will send these funds to the Washington State Office of Financial Management (OFM) for distribution. Award amounts are based on the population of the non-entitlement unit. You will find your award amount in the attached file.

For information specific to Local Fiscal Recovery Funds for NEUs, visit https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/non-entitlement-units.

As required by the U.S. Treasury to facilitate the transfer of funds to NEUs, each NEU must provide the following information to OFM. Please complete the attached form and have your authorized representative sign it.

1. DUNS number: If you do not have a valid DUNS number, visit https://fedgov.dnb.com/webform or call 1-866-705-5711 to begin the registration process.
2. Federal Tax Identification Number.
3. Address.
4. Annual budget: The law requires OFM to cap the distributions to NEUs to 75% of the city's annual operating budget as of January 27, 2020. Provide the total operating budget amount and certify that the amount is true and correct. ***See the Treasury's definition of budget at the end of this letter.***
5. Financial information for transfer of funds: OFM will coordinate with the Office of the State Treasurer to distribute the funds. Please include the account number into which you want the funds deposited. Half will be distributed this year and the other half about one year from now. Please indicate whether you wish to accept or decline the funds.
6. Signed copy of U.S. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions agreement.
7. Signed copy of Assurances of Compliance with Title VI of the Civil Rights Act of 1964.

Treasury has given OFM 30 days after receipt of the funds to make payments to the NEUs. If we receive your response by ***June 18,*** we will try to transfer the funds by June 27. We expect to ask Treasury for an extension so that all jurisdictions have time to make decisions and email us their paperwork.

NEUs will be treated as prime recipients of these funds and will not report to OFM on expenditures. NEUs are required to submit a project and expenditure report annually to the U.S. Treasury. The initial project and expenditure report for NEUs will cover activity from the date of award to September 30, 2021, and must be submitted by October 31, 2021. Please retain a copy of your award agreements for uploading with your report. If your city is not already registered with SAM.gov, please do so as soon as possible after receiving the award. Subsequent annual reports must be submitted by October 31 each year.

The attached file also has a "NEU Recipient Number" for each city and town. It starts with WA and is followed by four numeric digits (e.g., WA0005 for Aberdeen). Please retain this NEU recipient number as an identifying number for the lifecycle of the program, including for reporting purposes.

If a NEU wants to decline its funding allocation, it may transfer those funds to the State. Treasury will consider this action as a cancellation of the award on the part of the eligible NEU and a modification of the award to the State. The NEU must provide a signed notice to the State, which the State will transmit to Treasury. Treasury will provide a standard notice form that will be required for this use.

Treasury has posted information on the Local Fiscal Recovery Funds on its website. The information includes the Interim Final Rule (comments on the rule are open until July 16, 2021), fact sheets, and regularly updated FAQs.

The American Rescue Plan Act can be found at https://www.congress.gov/bill/117th-congress/house-bill/1319/text?q=%7B%22search%22%3A%5B%221319%22%5D%7D&r=6&s=4#toc-HA2014788068F45DFB8DF03D5E72AFEE7. The Local Fiscal Recovery Funds are discussed in Section 9901 (Coronavirus State and Local Recovery Funds).

If you have questions or need more information, please contact OFM staff at ofmbudget@ofm.wa.gov or (360) 902-0560.

Sincerely,

David Schumacher
Director

U.S. Treasury definition of budget (from FAQs):

7.3. What is the definition of "budget" for the purpose of the 75 percent cap on NEU payments, and who is responsible for enforcing this cap?

States are responsible for enforcing the "75 percent cap" on NEU payments, which is a statutory requirement that distributions to NEUs not exceed 75 percent of the NEU's most recent budget. Treasury interprets the most recent budget as the NEU's most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. States may rely for this determination on a certified top-line budget total from the NEU. Funding amounts in excess of such cap must be returned to Treasury.
https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf

Local Fiscal Recovery Funds for Nonentitlement Units of Local Government (NEUs)

To facilitate the transfer of funds, each NEU must provide the following information to the Washington State Office of Financial Management (OFM). Please complete and submit this form to ofmbudget@ofm.wa.gov.

Name of city: _____

Address: _____

_____

Taxpayer Identification Number: _____

DUNS number: _____

NEU recipient number: _____

Statewide vendor number (if the city has one): _____

City's annual operating budget as of 1/27/2020: _____

Account number into which you want the funds deposited: _____

☐ I hereby certify that this information is correct and the city of _____ wishes to accept the ARPA funds designated for NEUs.

☐ I hereby certify that the city of _____ declines ARPA funds designated for NEUs.

_____
Signature

_____
Name and title of official

_____
Date

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*] Taxpayer Identification Number: [*Recipient to provide*] Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Recipient Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Business of the City Council
City of Gig Harbor, WA

Subject: Council approval to hire lateral Police Officer above mid-point of salary range.

Proposed Council Action:

Grant Police Chief authority to hire one lateral Police Officer applicant above mid-point of current salary range.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: July 12, 2021

Exhibits: Personnel Regulation

	Initial & Date
Concurred by Mayor:	VX 7-6-21
Approved by City Administrator:	
Approved as to form by City Atty:	Via email
Approved by Finance Director:	7/6/21
Approved by Department Head:	7.6.21

Expenditure Required	$0	Amount Budgeted	$0	Appropriation Required	N/A

INFORMATION / BACKGROUND

The 2021 monthly salary range for a Gig Harbor Police Officer is $6147 - $7684.

Current City of Gig Harbor Personnel Regulations indicate:

A new employee shall enter the pay range for their position at the minimum level unless the Mayor and/or the City Administrator determine that the employee's qualifications warrant a position higher in the range. A new employee shall not enter their pay range higher than mid-range unless prior approval is received from the City Council.

A current lateral police officer has completed the background and other application requirements to be given a conditional offer of employment as a Gig Harbor Police Officer. He currently makes a wage higher than our 2021 salary range and is not willing to accept the position for the current mid-range ($6970).

FISCAL CONSIDERATION

The fiscal impact would result in an increase from the normal lateral officer hiring rate of $714.00 per month. There is adequate budgetary capacity for this action.

BOARD OR COMMITTEE RECOMMENDATION

None. Recommended by City Administrator and Mayor.

RECOMMENDATION / MOTION

Authorize Chief of Police to hire one current lateral Police Officer applicant at starting monthly wage of $7684.

C. PAY ACCELERATION FACTORS

Under the pay for performance system, management has the flexibility to move employees from the minimum to the maximum rate consistent with their performance and the city's acceleration policy.

A new employee shall enter the pay range for their position at the minimum level unless the Mayor and/or the City Administrator determine that the employee's qualifications warrant a position higher in the range. A new employee shall not enter their pay range higher than mid-range unless prior approval is received from the City Council.

All employees are eligible for a pay adjustment after employees have served their probation periods and on each anniversary thereafter. An employee shall not receive more than one accelerating performance pay adjustment in a calendar year. A recommendation for a pay adjustment (accelerating/de-accelerating) shall be justified in a written performance evaluation.

No employee can receive less than the minimum or more than the maximum rate of the pay range assigned to his/her position.

Business of the City Council
City of Gig Harbor, WA

Subject: Emergency Water Intertie – Canterwood Blvd – Professional Services Contract

Proposed Council Action:

Authorize the Mayor to execute a Professional Services Contract with Carollo Engineers, Inc. in an amount not to exceed $146,065.

Dept. Origin: Public Works/Engineering

Prepared by: Trent A. Ward, PE
City Engineer

For Agenda of: July 12, 2021

Exhibits: Professional Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	VK 7/6/21
Approved by City Administrator:	RJL 07/01/2021
Approved as to form by City Atty:	VIA EMAIL 6/30/21
Approved by Finance Director:	7/1/21
Approved by Public Works Dir.:	7/1/21

Expenditure Required	$146,065	**Amount Budgeted**	See Fiscal Consideration	**Appropriation Required**	$0

INFORMATION/BACKGROUND

The City does not have a back-up source of water supply for the Gig Harbor North area, including St. Anthony Hospital, if the main supply line is interrupted. The City has begun discussions with both Peninsula Light Co Water (PLC) and Washington Water Service (WWS) to supply an emergency source of water to the Gig Harbor North area by way of an emergency water system intertie at the corner of Canterwood Blvd and Baker Way.

The 2021 budget for this work was intended to be the total expenditure for this work because Public Works staff were going to complete the design and permitting in-house. However, due to reduced staffing levels, the design and permitting for this project will need to be completed by a consultant and the construction will be completed in 2022.

Carollo Engineers, Inc. has assisted the City with its current Water System Plan update and has developed the City's current water system model. Therefore, Carollo Engineers, Inc. is the most qualified firm to perform the hydraulic modeling, intertie design, and assist the City with developing an inter-local agreement with PLC and WWS and with obtaining approval from the Washington State Department of Health (DOH) for said emergency intertie.

FISCAL CONSIDERATION

The 2021 Budget identifies a total construction project cost of $440,000 being paid fully from the Water Capital fund (420) based on in-house design and permitting as noted above. Since the 2021 Budget was adopted Staff is recommending the design and permitting be completed by a consultant and the City has elected to apply for a Public Works Trust Fund Loan for this project. The current budget summary for this item is provided in the table below:

Anticipated 2021-22 Revenues	
2021 Budget Water Division – Capital, Objective No. 2	
Water Capital Funds	$ 130,000
Public Works Trust Fund Loan	$ 532,000
Total 2021-22 Revenues =	$ 662,000
Anticipated 2021-22 Expenses:	
Carollo Engineers, Inc. Professional Services Contract	($ 146,065)
Public Works Construction Contract (2022)	($ 460,000)
Materials Testing Contract (2022)	($ 15,000)
Change Order Authority (2022)	($ 40,000)
Total 2021-22 Expenses =	($ 661,065)
Remaining 2021-22 Budget =	**$ 935**

Note: Highlighted expenses are estimated future expenses.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Professional Services Contract with Carollo Engineers, Inc. in an amount not to exceed $146,065.00.

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND CAROLLO ENGINEERS, INC.

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Carollo Engineers, Inc. a Delaware corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Modeling and Design of the Emergency Water Intertie at Canterwood Blvd. project and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Retention of Consultant - Scope of Work**. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Forty-Six Thousand Sixty-Five Dollars and No Cents ($146,065.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If

the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2022; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

4. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

5. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, 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 services for the City now or in the future.

6. Independent Status of Consultant. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. 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 or 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 Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.
3. Employer's Liability, each accident $1,000,000, Employer's Liability Disease-each employee $1,000,000, and Employer's Liability Disease - Policy Limit $1,000,000.
4. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim.

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

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

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

9. **Ownership and Use of Work Product**. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records.

A. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver

or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
ATTN: Austin Wong, P.E.
Carollo Engineers, Inc.
1200 Fifth Avenue, Suite 900
Seattle, WA 98101
206-538-5827

City of Gig Harbor
ATTN: Trent Ward, P.E.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

By: Lara Kammereck
Its: Lara R. Kammereck, Vice President

By: Erik Waligorski
Its: Erik Waligorski, Vice President

CITY OF GIG HARBOR

By: _____
Kit Kuhn, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

MODELING AND DESIGN OF THE EMERGENCY WATER INTERTIE AT CANTERWOOD BOULEVARD

CITY OF GIG HARBOR

CITY PROJECT NO. CWP-1918

The City of Gig Harbor (City) has retained Carollo Engineers (Consultant) to provide the coordination, final design and bidding assistance for the Modeling and Design of the Emergency Water Intertie at Canterwood Boulevard project (Project).

The City of Gig Harbor wants to provide a backup source of water supply for the 450 Pressure Zone (PZ), including St. Anthony Hospital if the main supply line is interrupted. The City has been in negotiations with both Peninsula Light Company (PLC) and Washington Water Service (WWS) to supply an emergency source of water to the 450 PZ.

The intertie will be located in a vault on the southeast corner of Canterwood Boulevard and Baker Way Northwest. The intertie will connect to an existing 12-inch City water main approximately 1,200 linear feet south of the intertie along Canterwood Boulevard. The Project also includes utilizing the hydraulic model to confirm the 450 PZ demand and pressure capabilities of the intertie improvements. The intertie design will be developed based on preliminary concept drawings supplied by the City. The water main alignment and vault location have been established by the City. Construction support services (as needed) will be provided in a future scope of services.

SCOPE OF SERVICES SUMMARY

The Project will be completed in two phases:

- Phase 1 – Design and Bidding Services.
- Phase 2 – Construction Services (future).

This Scope of Services provides for Phase 1 – Design and Bidding Services and is divided into the following tasks:

TASK 100 – PROJECT MANAGEMENT
TASK 200 – DATA COLLECTION AND REVIEW
TASK 300 – FINAL DESIGN
TASK 400 – PERMITTING SUPPORT
TASK 500 – BID SUPPORT

Phase 2 – Construction Services (as needed) will be scoped and completed near the completion of Phase 1.

General Project Assumptions for all tasks in this Scope of Services are included below. Assumptions specific to each task are included at the end of each task.

GENERAL PROJECT ASSUMPTIONS

1. Carollo Engineers and its subconsultants will be referred to as "Consultant" in this document.
2. The City of Gig Harbor, Washington and its staff will be referred to as "City" in this document.

EXHIBIT A

3. All deliverables are provided in electronic PDF format, unless otherwise indicated. Final deliverables will be "wet" signed and/or digitally signed in accordance with the Washington Administrative Code (WAC).
4. Consultant shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
5. The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.
6. Opinions of probable costs will be based on the level of project definition and expected accuracy range as defined by the American Association of Cost Engineers (AACE) International.
7. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.
8. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
9. The project will use Washington State Department of Transportation (WSDOT) (current City version) Standard Specifications for Road, Bridge, and Municipal Construction and the City's 2018 Public Works Standards.
10. Specifications will include City standard, "front end" legal and general requirements, and technical special provisions in WSDOT/APWA format (Divisions 0 through 9).
11. Supplemental technical specifications (if required) for the project work will be in WSDOT/APWA format.
12. The City will provide AutoCAD templates illustrating City standards for Consultant use. Drawings will be produced in 2D AutoCAD software (City current version).
13. City review comments for deliverables will be received and noted in the original file (e.g., Bluebeam, Word, etc.). Consultant will respond to City review comments in same original file. The original file including City comments and Consultant responses will serve as the Record of Comment for each deliverable.
14. Hour durations for meetings, workshops, and site visits in this Scope of Services are based on estimated time on-site. Allowances for travel time, as appropriate, are accounted for in the budget in Exhibit B.
15. All meetings and workshops will be held remotely through Microsoft Teams or a similar video-conferencing platform, unless specifically specified.
16. No supplemental surveying will be performed a part of this Project.
17. All construction work can be performed in the ROW and no temporary construction easement will be needed.
18. No potholing field work is included in this scope of work.

EXHIBIT A

19. No geotechnical investigation, review, testing, or analysis will be performed a part of this Project. The City will provide the Consultant with all available past geotechnical reports in the vicinity of the Project.
20. The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.
21. The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

An anticipated project schedule is included at the end of this Scope of Services.

PHASE 1 SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT

The purpose of this task is to manage and coordinate engineering and related services required for project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:

Subtask 110 – Project Monitoring and Reporting

- Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets and submit reports to the City's Project Manager with monthly invoices. Document expenditures on a task basis and show hours by project personnel and other direct expenses related to work. Reports and invoicing will be formatted in a manner that it is acceptable to the City.
- Consultant will participate in a biweekly conference with City's Project Manager to discuss project status, action items, and recent decisions.

Subtask 120 – Quality Management

- Manage and execute quality control procedures for all deliverables.
- Develop and maintain a Decision Log to record key decisions made by the City and others during the project to document the evolution of the design.
- Develop and maintain an Action Log to record action items required by the City and Consultant.
- Manage Record of Comments to track City review comments and Consultant's responses for all project deliverables.

Assumptions:

1. Total project duration for Phase 1 – Design and Bidding Services is assumed to be 7 months.

EXHIBIT A

Meetings:

1. Monthly Project Status Reporting via phone.

Deliverables:

1. Monthly invoices and progress reports.
2. Monthly Action and Decision Logs in Excel format.
3. Project schedules.

TASK 200 – DATA COLLECTION AND REVIEW

The purpose of this task is to conduct a kickoff meeting and site visit, request and review existing data, and perform hydraulic analysis. Task 200 includes the following subtasks:

Subtask 210 – Kickoff, Data Collection, and Review

- Kickoff Meeting and Site Visit: Organize and lead Kickoff Meeting to review scope and schedule, team member roles and responsibilities, establish communication protocols and invoicing procedures, and identify overall project goals and challenges. Following Kickoff Meeting, attend Site Visit with Engineering and Maintenance and Operation (M&O) staff to review existing facilities.
- Submit data request(s) for existing project documentation to support defining existing conditions. Documentation may include, but is not limited to related reports, record drawings, City standards (contract documents and standard details), etc. Review all received materials.
- Review project base mapping provided by the City.

Subtask 220 – Hydraulic Modeling

The objective of this task is to evaluate the system hydraulics with the addition of the emergency intertie. The following demand scenarios will be evaluated:

- 2027 Maximum Day Demand (MDD).
- 2037 MDD.

Up to two emergency configurations (to be determined with the City) will be evaluated. The result of this subtask will confirm configuration, emergency flow availability to the 450 PZ, upstream and downstream pressure conditions. The scenario and criteria will be confirmed with the City under Subtask 210.

A meeting will be conducted with City staff to review the results of the system hydraulic analysis, and any recommended improvements. Consultant will coordinate with PLC and WWS as needed. Input provided by City staff, PLC, or WWS will be used to refine and finalize the hydraulic analysis. A meeting information packet outlining the preliminary results will be distributed to City staff for review in advance of the meeting.

Assumptions:

1. City will provide project base mapping for design use in AutoCAD format.
2. Kickoff Meeting and Site Visit is estimated to be two (2) hours in duration. Up to three (3) Consultants will attend.
3. Consultant will use the City's WaterCAD hydraulic model from the 2018 water system plan. No update or calibration will be completed under this effort.
4. It is assumed a pressure reducing valve will not be required for the Project but will be confirmed with hydraulic analysis.

EXHIBIT A

5. City to confirm emergency configurations for the 450 PZ.

Meetings:

1. Kickoff Meeting and Site Visit.
2. Hydraulic Modeling Confirmation Meeting.

City Deliverables:

1. Updated hydraulic modeling data.

Deliverables:

1. Data requests.
2. Meeting agenda, minutes, and handout materials as appropriate.

TASK 300 – FINAL DESIGN

The purpose of this task is to develop plans, specifications, and opinions of probable construction cost for bidding and construction of the emergency water tie-in improvements.

Subtask 310 – 90% Design Package

- Prepare 90 percent design package including City front end legal and general requirements, technical special provisions, technical specifications (if required) in WSDOT/APWA format, plans, and opinions of probable construction cost for City review. Submit design package ten (10) working days prior to the 90 Percent Design Workshop for City review and meeting preparation.
- 90 Percent Design Workshop: Facilitate a workshop to review the design package and discuss City review comments.

Subtask 320 – Permitting Review Package

- Respond to and incorporate 90 percent deliverable City review comments.
- Prepare permit review specifications and plans for permitting (e.g. Department of Health, City) review and approval.

Subtask 330 – Contract Document Bid Package

- Respond to and incorporate permitting and any final City review comments.
- Prepare final signed and sealed, bid-ready specifications, plans and engineer's opinion of probable construction cost.

Assumptions:

1. The water main alignment and vault location have been established by the City in the preliminary concept drawings provided and is not anticipated to significantly change.
2. Final engineer's opinion of probable construction cost will be formatted to directly correlate with the final Bid Schedule.
3. 90 Percent Design Workshop is estimated to be three (2) hours in duration and web-based. Up to three (3) Consultants will attend.
4. A building permit will not be required for the proposed improvements.
5. All City reviews will be performed electronically using Bluebeam.

EXHIBIT A

Meetings:

1. 90 Percent Design Workshop.

City Deliverables:

1. Current City front end legal and general requirements and technical special provisions.
2. 90 percent and permit review design package review comments.

Deliverables:

1. 90 percent complete plans, specifications, and cost opinion in electronic format.
2. Permit review plans and specifications in electronic format.
3. Final bid-ready plans (full size) and specifications stamped and signed by the engineers of record and final cost opinion.
4. AutoCAD and Microsoft Word files of Contract Document Bid Package document.

TASK 400 – PERMITTING SUPPORT

The purpose of this task is to provide permitting assistance to the City through project bidding. Task 400 includes the following subtasks:

Subtask 410 – City Permitting

- Provide technical documentation to support permitting that will be completed by the City including the SEPA checklist and/or other permitting required for the project.

Subtask 420 – Department of Health Project Report

- Prepare a Project Report in accordance with Washington State's Department of Health (DOH) Water System Design Manual (current version) for review and approval.

Subtask 430 – Interlocal Agreements

- Prepare draft Interlocal Agreements (ILA) documents between the City and PLC and WWS for the City's review and comment.
- Provide revised ILA documents based on summarized City comments.

Assumptions:

1. The City will prepare all permit applications using technical information provided by the Consultant.
2. The City will respond to all permit application questions and obtain permits, with Consultant providing technical responses as required.
3. The City will pay all permit fees.
4. The Consultant will provide one revision to the DOH Project Report based on comments from DOH, City, PLC, and WWS.
5. The Consultant will provide one revision to the ILAs based on comments from DOH, City, PLC, and WWS.

EXHIBIT A

Meetings:

1. Meeting with City and PLC and WWS to discuss Interlocal Agreements.
2. Meeting with City to review DOH comments.

City Deliverables:

1. Review and comment on draft DOH Project Report.
2. Prepare and submit permit applications and DOH Project Report.
3. Review and comment on Draft Interagency Agreements.

Deliverables:

1. Draft and final DOH Project Report.
2. Technical documentation and responses required for permits.
3. Draft and final Interagency Agreements.

TASK 500 – BID SUPPORT

The purpose of this task is to assist the City during bidding and award process on an as needed basis. It is assumed the City will lead this task with the Consultant providing technical support as outlined below. Task 500 includes the following efforts:

- Assist the City with responses to prospective bidder's questions during the bidding period as needed.
- Assist the City with the preparation of up to one (1) addendum (as needed).

Assumptions:

1. Up to one bid clarification and/or addenda will be provided.
2. City will lead bidding effort and will submit all documentation required for bidding to standard bidding services. The Consultant will not be required to reproduce bid sets to be distributed to prospective bidders.
3. The City will be responsible for the creation and maintenance of the bidder's list, managing questions during bidding, and distributing any required information, including addenda and/or clarifications.

Meetings:

1. None.

City Deliverables:

1. Summary of bids in Excel or PDF format.

Deliverables

1. Addenda as needed.

EXHIBIT A

PROJECT SCHEDULE

The preliminary project milestones are listed below; a detailed schedule will be developed after notice to proceed and before the kickoff meeting. The project budget is based on and assumes that the efforts associated with this Scope of Services will be completed within 7 months from notice to proceed.

Preliminary Project Milestones:

Anticipated NTP	July 2021
Hydraulic Analysis	August 2021
Complete 90% Design	September 2021
Complete Permitting Review Package	October 2021
Permit Approval	November 2021
Complete Bid Documents	December 2021
Advertise for Construction	January 2022

EXHIBIT B

City of Gig Harbor
Modeling and Design of the Emergency Water Intertie at Canterwood Blvd.
City Project No. CWP1918
6/23/2021

Level of Effort Estimate

		Carollo Engineers, Inc.													Total
	Project Role	Principal-in-Charge	Project Manager	Senior Discipline Lead Engineer, QA/QC	Discipline Lead Engineer	Project / Discipline Engineer	Staff Engineer	CAD Designer	Document Processor						
	Rate Category	Senior Professional	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	CAD Designer	Document Processing / Clerical	Hours	Labor Cost	Other Direct Costs (Travel, Incidentals)	PECE/ Hour	Total Carollo Cost	
		$228	$228	$196	$176	$152	$134	$145	$96				$12		
Task	Description														
100	PROJECT MANAGEMENT	2	44	0	0	22	0	0	4	72	$ 14,216	$ -	$ 864	$ 15,080	$ 15,080
	110 - Project Monitoring and Reporting	2	40			14			4	60	$ 12,088		$ 720	$ 12,808	$ 12,808
	120 - Quality Management		4			8				12	$ 2,128		$ 144	$ 2,272	$ 2,272
200	DATA COLLECTION AND REVIEW	2	10	4	28	48	0	4	3	99	$ 16,612	$ 225	$ 1,188	$ 18,025	$ 18,025
	210 - Kickoff, Data Collection, and Review		6	2	12	20	0		1	41	$ 7,008	$ 225	$ 492	$ 7,725	$ 7,725
	220 - Hydraulic Modeling	2	4	2	16	28	0	4	2	58	$ 9,604		$ 696	$ 10,300	$ 10,300
300	FINAL DESIGN	0	12	34	0	246	0	136	38	466	$ 70,160	$ -	$ 5,592	$ 75,752	$ 75,752
	310 - 90% Design Package	0	8	24	0	150	0	72	18	272	$ 41,496		$ 3,264	$ 44,760	$ 44,760
	320 - Permitting Review Package		2	4		60		40	12	118	$ 17,312		$ 1,416	$ 18,728	$ 18,728
	330 - Contract Document Bid Package		2	6		36		24	8	76	$ 11,352		$ 912	$ 12,264	$ 12,264
400	PERMITTING SUPPORT	4	12	6	60	52	0	0	16	150	$ 24,824	$ -	$ 1,800	$ 26,624	$ 26,624
	410 - City Permitting		2			24				26	$ 4,304		$ 312	$ 4,416	$ 4,416
	420 - Department of Health Project Report	2	2	6	36	20			12	78	$ 12,616		$ 936	$ 13,552	$ 13,552
	430 - Interlocal Agreements	2	8		24	8			4	46	$ 8,104		$ 552	$ 8,656	$ 8,656
500	BID SUPPORT	0	12	10	0	24	0	8	4	58	$ 9,888	$ -	$ 696	$ 10,584	$ 10,584
	Miscellaneous Bid Support	0	12	10		24	0	8	4	58	$ 9,888		$ 696	$ 10,584	$ 10,584
	SUBCONSULTANT MARKUP	10%												$ -	$ -
	Total Project Hours	8	90	54	88	392	0	148	65	845					
	Total Project Cost	$1,824	$20,520	$10,584	$15,488	$59,584	$0	$21,460	$6,240		$135,700	$225	$10,140	$146,065	$146,065

Business of the City Council
City of Gig Harbor, WA

Subject: Residential Lease Agreement Authorization – 7601 Soundview

Proposed Council Action: Move to authorize the Mayor to execute a one-year lease agreement for the house at 7601 Soundview Drive with a minimum monthly rent of $3000.00 plus leaseholder excise tax.

Dept. Origin: **Administration**

Prepared by: Mayor Kuhn

For Agenda of: July12, 2021

Exhibits: None

	Initial & Date
Concurred by Mayor:	KK 7-6-21
Approved by City Administrator:	7/6/21
Approved as to form by City Atty:	n/a
Approved by Finance Director:	n/a
Approved by Public Works Director:	n/a

Expenditure Required	$0	**Amount Budgeted**	$0	**Appropriation Required**	$ 0

INFORMATION/BACKGROUND:

The lease agreement with the prior tenants at 7601 Soundview Drive (adjacent to Soundview Forest Park) has expired after the tenants informed the City that they would not be renewing the lease.

The previous rental rate approved by Council was $1850.80. Staff will undertake an appraisal of current market rental rates and the house will be made available to rent at the correct market rate. We expect this will be at least $3,000 per month. The tenant will also be required to pay leasehold excise tax of 12.84%.

Public Works staff is undertaking necessary repairs to prepare the house for another tenant with a goal of executing a new lease starting August 1. In order to expedite the process and get a new tenant in place by August 1, Council is being asked to authorize the Mayor to execute a new lease before the new tenant is selected.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to authorize the Mayor to execute a one-year lease agreement for the house at 7601 Soundview Drive with a minimum monthly rent of $3000.00 plus leaseholder excise tax.

2020 Crime in Washington

GIG HARBOR POLICE DEPARTMENT
CRIME STATISTICS

Crime Reporting

- Crime = Punishable by possible incarceration
- Data collected via officer report writing system
- Adjusted/corrected by Police Administrative Staff
- Submitted to South Sound 911 → Compiled and reported by Washington Association of Sheriffs and Police Chiefs (WASPC)
- National Incident Based Reporting System (NIBRS)
- Separated into Group A and Group B

Classifications of Crimes – Group A Offenses

Group A Offenses — Reported Crimes

- Crimes against persons
- Crimes against property
- Crimes against society

Group B Offenses — Actual Arrests

- Usually “on-view” arrests

Statewide Crime Profile – Crime up 7.1%

- Crimes against persons ⬇ 4.7 % Every 5.3 minutes
- Crimes against property ⬆ 13.8 % Every 1.4 minutes
- Crimes against society ⬇ 3.6 % Every 16.4 minutes

Group A offenses were cleared by arrest or exceptional means 22.8 % of the time.

There were **302** murders statewide in 2020 – an increase of 46.6 %.

There were **2,047** assaults on law enforcement officers (⬆6.2 %) and **two** officers killed in the line of duty within Washington State.

Gig Harbor – Crimes Against Persons

Group A Offenses	Reported 2019	Reported 2020	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Murder	0	0		0.0	0	0
Manslaughter	0	0		0.0	0	0
Rape	1	0	-100.0%	0.0	0	0
Sodomy	0	0		0.0	0	0
Sexual Assault w/Object	1	0	-100.0%	0.0	0	0
Fondling	4	1	-75.0%	0.1	0	0
Aggravated Assault	9	13	44.4%	1.2	6	4
Simple Assault	40	51	27.5%	4.5	27	24
Intimidation	1	1	0.0%	0.1	0	0
Kidnapping	2	0	-100.0%	0.0	0	0
Incest	0	0		0.0	0	0
Statutory Rape	0	1		0.1	0	0
Human Trafficking Offenses	0	0		0.0	0	0
Violation of No Contact/Protect.	11	24	118.2%	2.1	11	18

Gig Harbor – Crimes Against Property

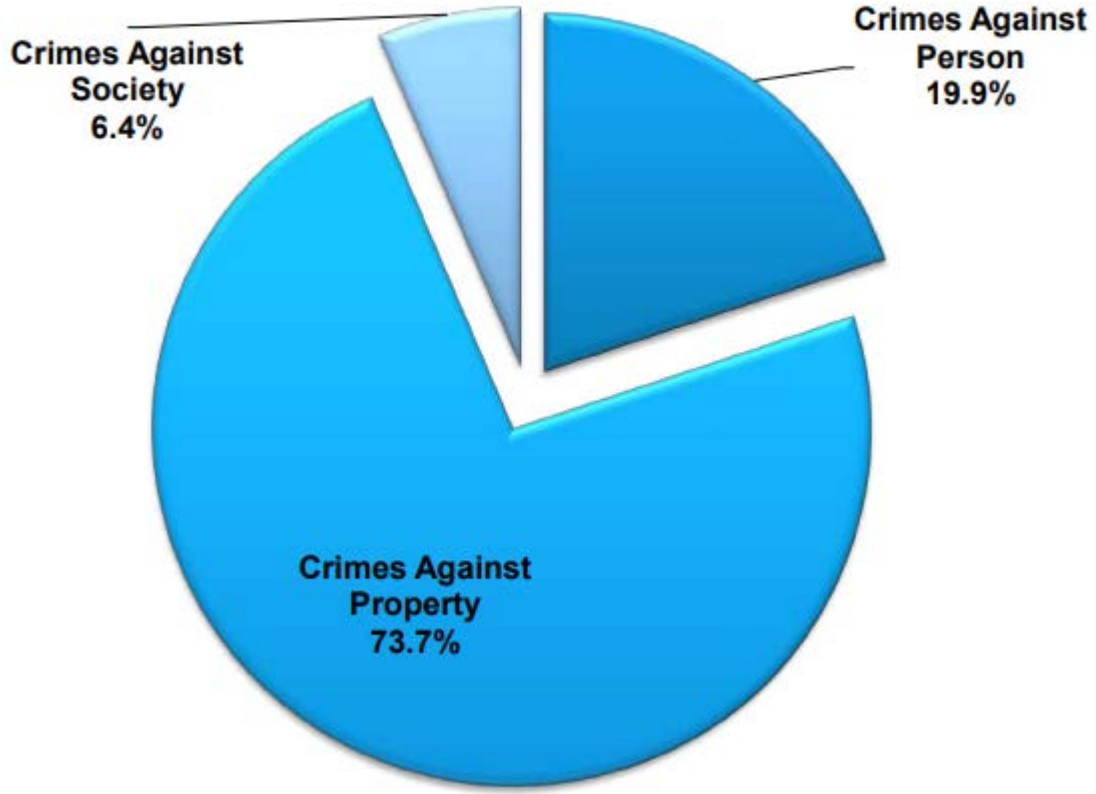
Group A Offenses	Reported 2019	Reported 2020	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Robbery	5	5	0.0%	0.4	2	0
Burglary	47	73	55.3%	6.5	6	0
Larceny-Theft Offenses	423	385	-9.0%	34.3	110	0
Motor Vehicle Theft	22	27	22.7%	2.4	2	1
Arson	1	0	-100.0%	0.0	0	0
Destruction of Property	93	61	-34.4%	5.4	4	3
Counterfeiting/Forgery	12	11	-8.3%	1.0	2	0
Fraud Offenses	97	113	16.5%	10.1	4	0
Embezzlement	1	0	-100.0%	0.0	0	0
Extortion/Blackmail	0	0		0.0	0	0
Bribery	0	0		0.0	0	0
Stolen Property Offenses	33	19	-42.4%	1.7	8	0

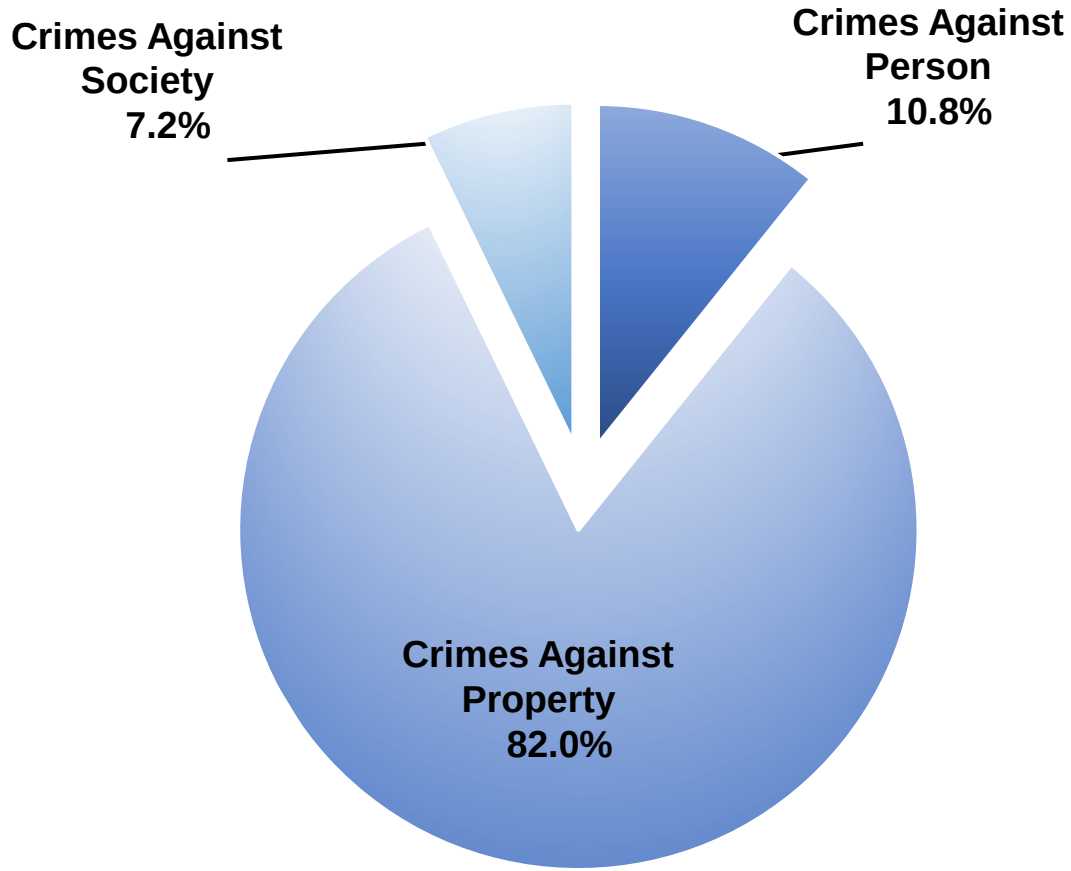
Gig Harbor – Crimes Against Society

Group A Offenses	Reported 2019	Reported 2020	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Animal Cruelty	0	0		0.0	0	0
Drug/Narcotic Violations	48	41	-14.6%	3.6	12	0
Drug Equipment Violations	6	14	133.3%	1.2	9	0
Gambling Offenses	0	0		0.0	0	0
Pornography	0	1		0.1	0	0
Prostitution Offenses	0	0		0.0	0	0
Weapon Law Violations	8	5	-37.5%	0.4	2	0

GROUP A OFFENSES

State Profile | Gig Harbor Profile





Gig Harbor – Total Group A Offenses

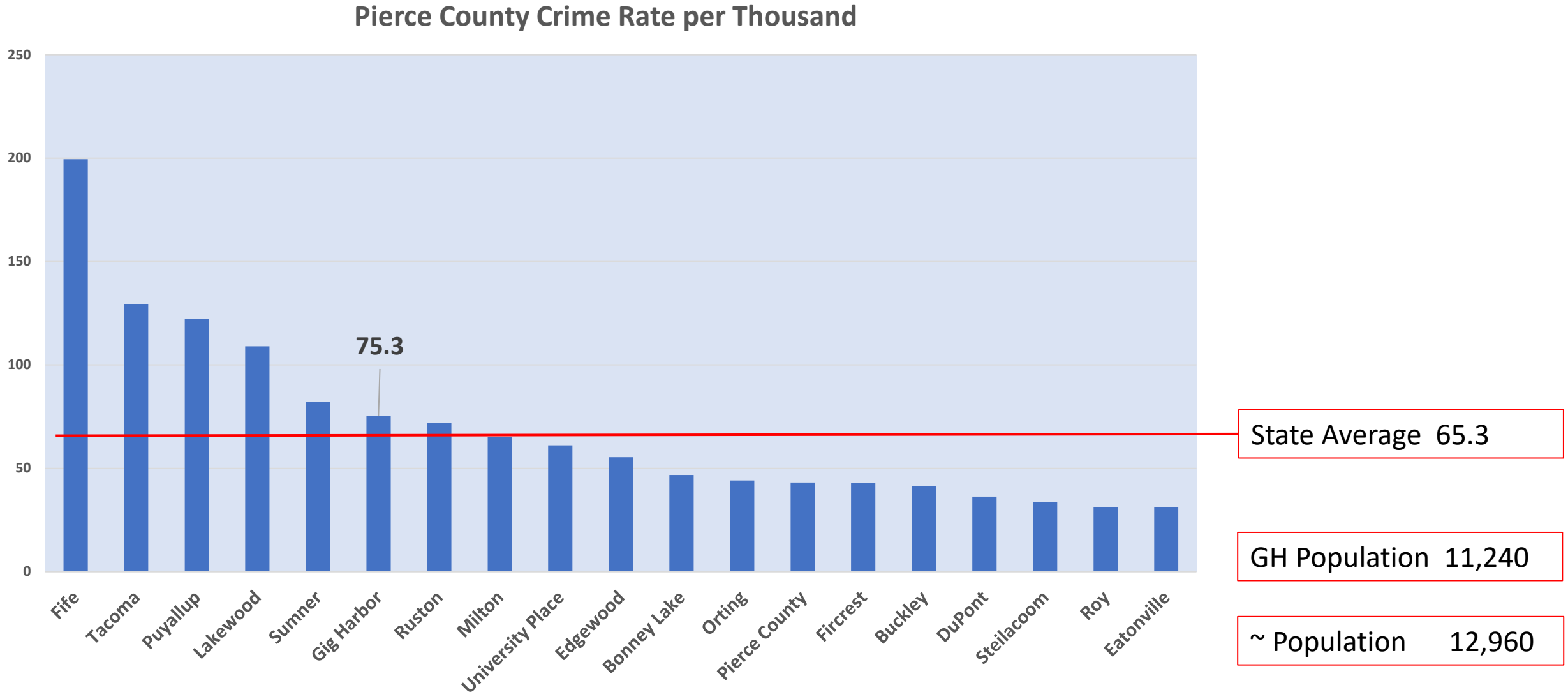
Group A Offenses	Reported 2019	Reported 2020	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Grand Total	865	846	-2.2%	75.3	205	50

Gig Harbor 75.3 Crimes per thousand (2019 = 80.1 Crimes per thousand)

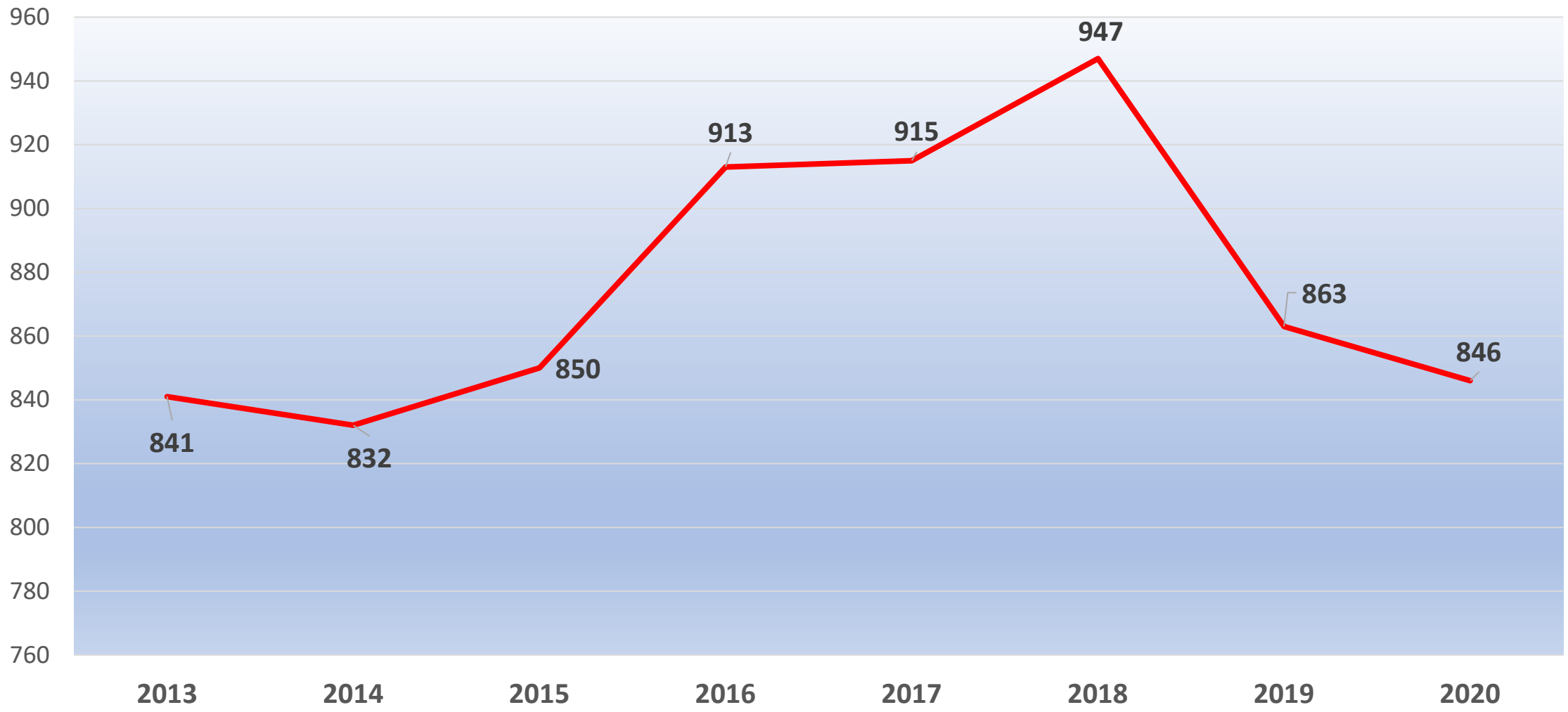
State Average 65.3 (2019 = 60.6)

Pierce County 43.1 (2019 = 41.9)

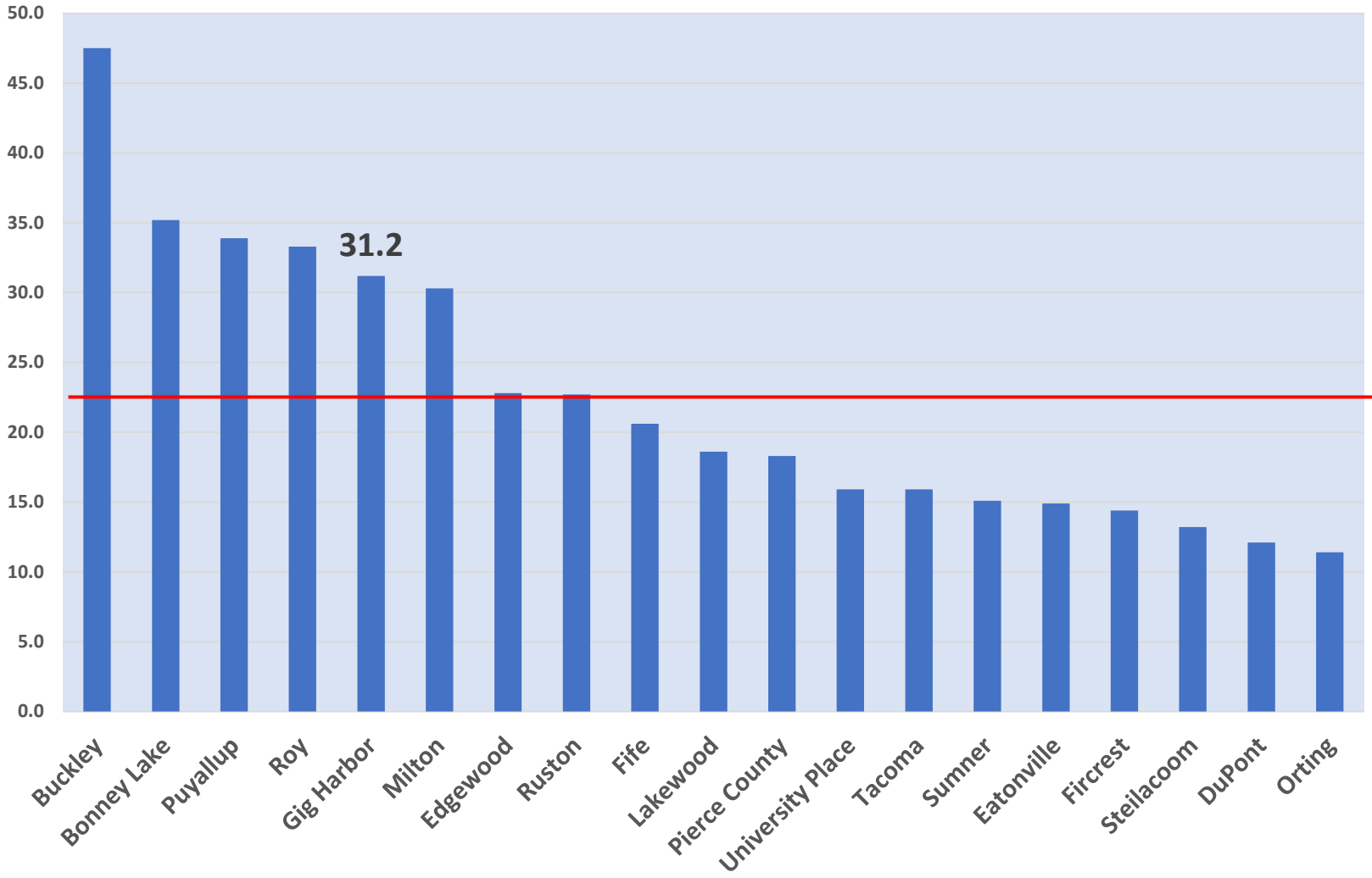
Gig Harbor – "Crime Rate"



Gig Harbor – Trend - Group A Crimes



Gig Harbor – Case Clearance Rate



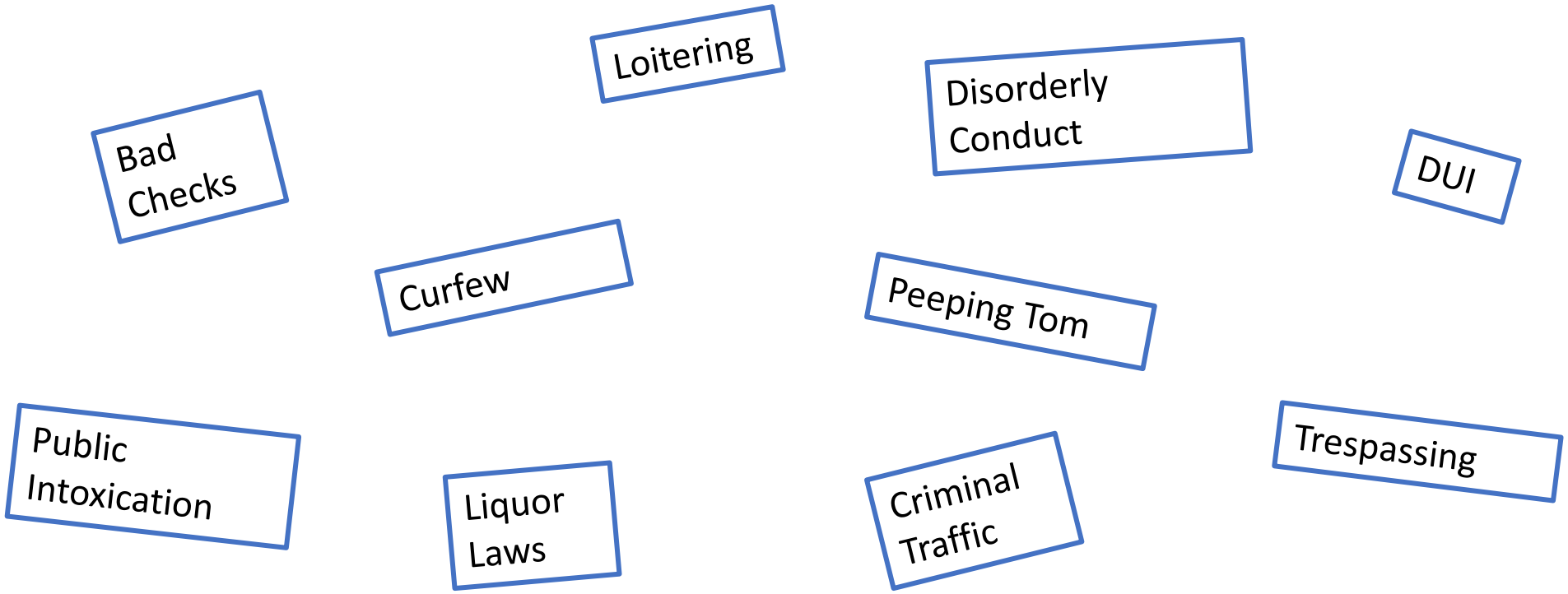
State Average 22.8

846 Group A Cases

264 Cases Cleared

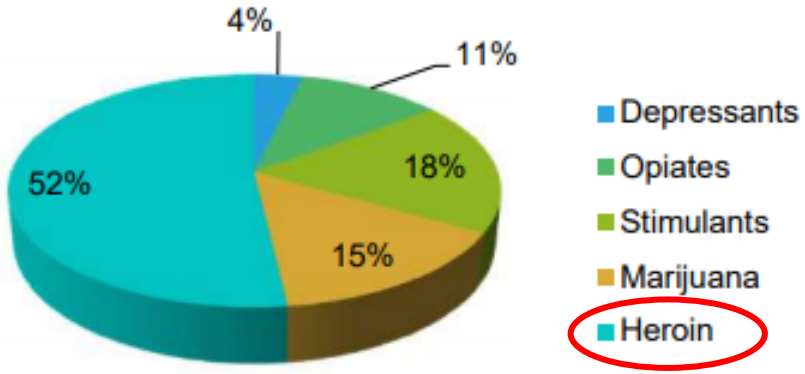
328 Total Arrests (Group A and Group B)

Classifications of Crimes – Group B Offenses



Arrests

Drug Offenses by Type



Property Crimes

Type	Value
Seized	$1,003
Burned	$0
Counterfeited/Forged	$2,659
Destroyed/Damaged	$157,179
Recovered	$225,327
Stolen	$440,439

2020 Group B Arrests

Offense	Adult	Juvenile
Bad Checks	0	0
Curfew/Vagrancy	0	0
Disorderly Conduct	0	0
Drunkenness	0	0
DUI	25	0
Family Offenses	0	0
Liquor Law Violations	0	1
Peeping Tom	0	0
Trespass	5	0
All Other Offenses	91	1
Total	121	2

DUI arrests down –
COVID bar restrictions

123 Group B Arrests
Mostly on-view

Takeaways

- Overall crime down 2.2 % in Gig Harbor
  - Up throughout state 7.1 %
- On-view arrests down
  - COVID-19
  - Mostly Group B offenses
- Crime is cyclical
  - Don’t get caught up in numbers game
  - As population of city increases, “crime rate” goes down
  - Drug arrests will decrease
- Theft (retail theft, vehicle prowls) remains most common crime
- Case clearance rate is above average
  - Should increase even further
- Servicing a much larger daytime population

New Legislation

- Blake v. Washington
  - Drug Possession still illegal
  - What we can do with offenders has changed
  - Two referrals
  - Most drug paraphernalia decriminalized
- Pursuits
  - Specific crimes
  - Probable Cause must be established
- Electronic Recording of Interviews
  - Body cameras
- Juvenile Access to Attorneys
- Use of Force
  - Probable Cause for arrest
  - To effect an arrest
  - Prevent Escape (from institution or community supervision)
  - Protect against imminent threat of bodily injury

2020 Crime in Washington

GIG HARBOR POLICE DEPARTMENT
CRIME STATISTICS