

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, September 13, 2021 – 5:30 p.m.
Virtual Meeting

This meeting may be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the City Council Meeting Procedures at the end of this agenda for information on options to make public comment.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - August 9, 2021.pdf](#)

2. Receive & File

Documents:

[Planning Commission Minutes - July 1, 2021.pdf](#)
[Planning Commission Minutes - August 5, 2021.pdf](#)
[Arts Commission Minutes - August 11, 2021.pdf](#)
[Thank You Letter - George Pollitt.pdf](#)

3. 2021 – 2026 Washington State Reference Network Agreement with Seattle Public Utilities

Documents:

[AGENDA BILL 2021-2026 Washington State Reference Network Agreement with Seattle Public Utilities.pdf](#)

4. Intergovernmental Cooperative Purchasing Agreement Between Pierce County and the City of Gig Harbor - Generator Maintenance and Minor Repair Services

Documents:

[AGENDA BILL Intergovernmental Agreement with Pierce County.pdf](#)

5. Approval of Vouchers

Check numbers 95899 through 96008 and ACH payments in the

amount of \$628,717.50 for August 23, 2021.

Check numbers 96009 through 96143 and ACH payments in the amount of \$1,416,332.04 for September 13, 2021.

6. Approval of Payroll

Checks #8297 through #8306 and direct deposit transactions in the total amount of \$489,178.81.

MAYOR'S REPORT

1. Update on Native American Signage

CITY ADMINISTRATOR'S REPORT

1. Long Term Care Plan Options for City Employees

STAFF REPORT

1. Bond Rating Update - Finance Director Dave Rodenbach

2. OPG Settlement Agreement - Community Development Director Katrina Knutson

3. Harborview Drive Conservation Property - Public Works Director Jeff Langhelm

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. First Reading of Ordinance 1465 Updating GHMC 2.52 Public Records

- a) Report: Interim City Clerk Joshua Stecker
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[AGENDA BLL Ordinance 1465.pdf](#)

COUNCIL REPORTS / COMMENTS

1. Parks Commission Meeting of September 1 - Councilmember Abersold

2. Planning & Building Committee Meeting of September 7 - Councilmember Himes

3. Board & Commission Candidate Review Committee Meeting Meeting of September 13 - Councilmember Abersold

ANNOUNCEMENT OF UPCOMING MEETINGS

1. **Public Works Committee Meeting - Tuesday, September 14 at 3:00 p.m.**
2. **Intergovernmental Affairs Committee Meeting - Monday, September 27 at 4:00 p.m.**
3. **Finance & Safety Committee Meeting - Monday, September 20 at 4:00 p.m.**

ADJOURN

CITY COUNCIL MEETING PROCEDURES

The City Council desires to allow a maximum opportunity for public comment.

However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; it is not a public forum. The Open Public Meetings Act does not require that members of the public be allowed to participate or speak.

Speakers will be allotted 3 minutes per individual, unless revised by the Mayor.

Public comment may be made remotely via Zoom or by phone 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.

All remarks shall be addressed to the Council as a body and not to any specific councilmember. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the Mayor, or any member of the staff or the public.

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, August 9, 2021 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order at 5:30 p.m. Councilmembers Abersold, Denson, Franich, Himes, Markley, Rodenberg, and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Meeting Minutes - July 26, 2021
2. Receive & File: Design Review Board Minutes - May 27, 2021; Planning and Building Committee Minutes - June 6, 2021; Design Review Board Minutes - June 10, 2021; Design Review Board Minutes - July 8, 2021; Arts Commission Minutes - July 23, 2021; Downtown Waterfront Alliance Progress Summary Report; Shaw Park Free Little Library Donation Thank You Letter; Skansie Brothers Park Flag Donation Thank You Letter Board and Commission Candidate Review Committee Minutes - August 2, 2021
3. Appointment of Larry Bradbury to the Design Review Board
4. Resolution 1216 Skansie Netshed Painting - Reject all Bids
5. Approval of Payroll - Checks #8287 through #8296 and direct deposit transactions in the total amount of \$727,540.21.
6. Approval of Vouchers - Checks #95827 through #95898 and ACH payments in the amount of \$751,774.26.

MOTION: Move to approve the Consent Agenda (Franich/Himes).

VOTE: Unanimously approved.

MAYOR'S REPORT: Mayor Kuhn read a proclamation honoring Nevin Harrison for winning a gold medal at the 2020 Olympic Games in Tokyo, Japan. Council viewed a video of the race.

CITY ADMINISTRATOR'S REPORT: Interim City Administrator Tony Piasecki and Human Resources Director Kameil Borders gave Council an overview of currently advertised job openings.

STAFF REPORT: City Engineer Trent Ward reported on the results a speed survey on Harborview Drive near Stinson Avenue. The survey data showed that 85% of traffic was travelling at 23 miles per hour or less. Councilmembers were invited to submit additional locations to conduct speed surveys. Staff will post the survey data on the City's website.

PUBLIC COMMENT ON NON-AGENDA ITEMS: The Mayor opened the public comment period. Pete Weymiller commented on climate change issues in Gig Harbor and Pierce County. Edward Nadler commented on speeding issues in Gig Harbor. The Mayor closed the public comment period.

OLD BUSINESS:

1. **Second Reading of adoption of Ordinance 1464 Providing for the Issuance and Sale of Limited Tax General Obligation (LTGO) Refunding Bonds 2021:**

Finance Director Dave Rodenbach gave an overview of the ordinance which will result in the City spending \$360,000 less per year on debt service through 2026.

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

MOTION: Approve Ordinance 1464. (Himes/Woock)

VOTE: Unanimously approved

NEW BUSINESS:

- 1. Lift Station #6 Public Works Construction Contract Award:** City Engineer Trent Ward gave an overview of the project and bid process.

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

MOTION: Authorize the Mayor to execute a Public Works Contract with Gary Harper Construction, Inc. in an amount not to exceed \$1, 872, 574. 90; Authorize the Mayor to execute a Professional Services Contract Amendment #4 for Construction Support Services with HDR, Inc. in an amount not to exceed \$170,496. 38; Authorize the Mayor to execute a Professional Services Contract for Materials Testing with MTC, Inc., in an amount not to exceed \$16, 194.00; Authorize the City Engineer to approve additional Public Works contract expenditures up to \$150,000.00. (Woock/Rodenberg)

VOTE: Motion passed 6-0, Councilmember Himes abstained.

COUNCIL REPORTS / COMMENTS:

Board & Commission Candidate Review Committee Special Meeting of August 2: Councilmember Abersold reported on Design Review Board interviews. At the request of Councilmember Woock, Council expressed support for restructuring the qualifications of the Design Review Board.

Planning & Building Committee Meeting of August 2: Councilmember Himes reported that the committee reviewed the draft buildable lands report. Councilmember Franich thanked Councilmember Himes for his work on the Pierce County Regional Council.

Parks Commission Meeting of August 4: Councilmember Abersold reported that the commission received an update on the PROS Plan.

ADJOURN: The meeting adjourned at 7:02 p.m.

Joshua Stecker
Interim City Clerk



**Minutes Planning Commission Gig
Harbor Civic Center
Thursday, July 1, 2021
5:00 P.M.**

5:00 p.m. - Call to order, roll call Commissioner Hoeksema, Commissioner Krawczyk, Commissioner Grina, Commissioner Brown & Commissioner Soltess Staff; Carl deSimas Senior Planner; Kim Mahoney, Associate Planner & Michelle Thomas, Planning Technician

Approval of Minutes: June 17, 2021
minutes approved as written



Motion Krawczyk/Soltess all in favor

Agenda Items

- I. Shoreline Master Program – Periodic Review – Carl de Simas Presentation & Commission discussion

Other Business

Next meeting Thursday, July 15, 2021

Adjournment Motion Brown/Krawczyk All in favor meeting adjourned at 6:14 PM



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

5:00 p.m. - Call to order, roll call Commissioner Hoeksema, Commissioner Krawczyk, Commissioner Grina, Commissioner Bradbury, Commissioner Soltess & Commissioner Brown
Staff; Carl deSimas Senior Planner; Kim Mahoney, Senior Planner & Michelle Thomas, Planning Technician

Approval of Minutes: July 1, 2021 Motion Krawczyk/Bradbury All in favor minutes approved as written

Agenda Items

I. Shoreline Master Program Periodic Update: Study Session – Carl de Simas/Kim Mahoney

Other Business

Next meeting Thursday, August 19, 2021 Commissioner Krawczyk will be absent, and Commissioner Bradbury will be late

Adjournment

Motion Krawczyk /Grina all in favor meeting adjourned at 6:30

MINUTES
GIG HARBOR ARTS COMMISSION MEETING

Wednesday, August 11, 2021 10:00 a.m.

Remote Meeting

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 absent.

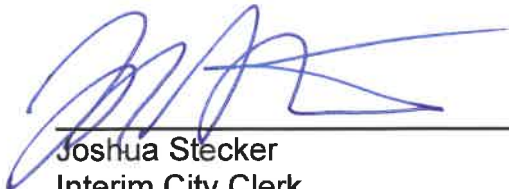
Staff present included Interim City Clerk Josh Stecker and Interim City Administrator Tony Piasecki.

APPROVAL OF MINUTES: The minutes of the meetings of July 14 were unanimously approved. The minutes on July 23 were approved 5-0, with Samantha Kelly abstaining.

DISCUSSION ITEMS

1. **Historic Markers Update** – Lynn Stevenson reported that project is awaiting action by the City. She will be in contact with City staff to submit recommendations on behalf of the Commission for the manufacture and installation of the panels.
2. **Arts & Culture Element Update** – Charlee Glock-Jackson reported that she and Robin Avni have submitted their recommended edits to staff and that the element will soon go to the Planning Commission for review.
3. **Harbor Arbor Art Project** – Commissioners reported on their research into locating new snags in City parks. No suitable locations were identified outside of Grandview Forest Park. Commissioners will check more locations this month.
4. **2022 Budget** – The discussed options for the 2022 Budget request. Commissioners will send budget suggestions to staff to compile into a Narrative of Objectives for consideration at the September 8 meeting. Charlee Glock-Jackson and Linda Sutherland will work on a revised Narrative of Goals.

ADJOURN: The meeting adjourned at 11:42 p.m.



Joshua Stecker
Interim City Clerk



August 24, 2021

George & Marcia Pollitt
2808 Harborview Drive
Gig Harbor, WA 98335

Dear George & Marcia,

The City of Gig Harbor would like to acknowledge your generous donation of a water bottle filling station. The water fountain was thoughtfully placed at the Old Ferry Landing at the Harborview Drive street end. This is a welcome addition along this popular walkway for walkers and visitors to the area to refresh their water bottle supply along with providing a drink for their four-legged companions.

Thank you for your generosity and the reminder of the pride that our citizens have in improving this community for generations to come.

Sincerely,

Kit Kuhn
Mayor



Business of the City Council City of Gig Harbor, WA

Subject: 2021 – 2026 Washington State Reference Network Agreement with Seattle Public Utilities

Proposed Council Action: Authorize the Mayor to sign an Interlocal Agreement between City of Gig Harbor and Seattle Public Utilities to allow the Washington State Reference Network to designate the Civic Center as an authorized reference station location.

Dept. Origin: Public Works

Prepared by: Mike Simmons
GIS Coordinator

For Agenda of: September 13, 2021

Exhibits: Interlocal Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *AP 8/30/21*

Approved as to form by City Atty: *by email 8/18/21*

Approved by Finance Director: *DF 8/30/21*

Approved by Department Head: *MX 8/30/21*

Expenditure	Amount	Appropriation
Required See below	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The Interlocal Agreement between City of Gig Harbor (City) and Seattle Public Utilities (SPU), central processing center for the Washington State Reference Network (WSRN), will allow the City to utilize high-accuracy, survey-grade, locally referenced global positioning systems (GPS) for a period of 5 years. Access to such a network allows for the City to maintain its assets in a highly accurate manner within the geographic information systems (GIS). Accurate data results in increased efficiencies when Public Works Operations crews are working in the field, when relaying data to consultants for Capital Improvement Projects, or providing data to private industry developing in the City. The more accurate the GIS data means less time in field locating, less time as-built drawing research and review, and fewer discussions with contractors about facilities.

As part of this Agreement, the City will provide a potential reference station site in the event WSRN requires additional stations for their network. A reference station site consists of a small modem inside of a building with an approximately 18-inch antenna mounted outside the building on a roof peak to maximize sky exposure. The City enters this agreement understanding that there are no associated costs to the City, and that the City is not responsible for the maintenance of, or responsible for any damages/loss of, the reference station. The primary site the City will provide to WSRN is the Civic Center, and the Wastewater Treatment Site will serve as a contingency site. The City is pleased to enter a beneficial use agreement with the hosts of the WSRN.

FISCAL CONSIDERATION

The typical cost to access WSRN is \$1,900 annually per login (the city is receiving six), but with this agreement the city will receive this access at no cost.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Authorize the Mayor to sign an Interlocal Agreement between City of Gig Harbor and Seattle Public Utilities to allow the Washington State Reference Network to designate the Civic Center as an authorized reference station location.

WASHINGTON STATE REFERENCE NETWORK AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND THE CITY OF SEATTLE

This Washington State Reference Network Agreement (the "AGREEMENT") is made and entered into by and between CITY OF GIG HARBOR, herein referred to as ["GIG HARBOR"] and the City of Seattle, acting as the Central Processing Center for the Washington State Reference Network by and through Seattle Public Utilities, herein referred to as (the "SPU"). GIG HARBOR and SPU are sometimes referred to individually as the "PARTY" and collectively as the "PARTIES."

RECITALS

- A. Using data from satellites owned by the United States of America, global positioning systems ("GPS") could provide efficient methods for surveying and mapping activities related to utility, transportation, and other public capital improvement projects. The speed and accuracy of such technology can be enhanced by linking GPS continuously operating reference stations ("CORS") to a central processing center ("CPC") in a real time GPS network ("Washington State Reference Network" or "WSRN"). Each CORS will transmit live GPS satellite data to the CPC for processing, distribution of real time positioning corrections to members of the WSRN and other authorized users, archiving, and posting on a web page application.
- B. The WSRN was created by SPU as a cooperative effort with other governmental agencies that will operate CORS within the State of Washington and selected reference stations in adjacent states and provinces wherein data from such stations can provide seamless coverage to the borders of Washington State. The WSRN eliminates duplication of equipment, software and operational expenditures, while providing greater coverage and accuracy of real time positioning solutions and data from each CORS. Entities that operate CORS under this Agreement with the SPU are known as "members" of the WSRN.
- C. Each PARTY has determined that cost savings and other public benefits can be achieved if entities, such as GIG HARBOR, become a member of the WSRN.
- D. For purposes the development of a sub-network of the WSRN in and around the various regions of Washington State, SPU, WSRN Partners, and other entities in the regions are entering into individual agreements with SPU for connection of each of their respective CORS, and/or CORS that they support.
- E. Many of the WSRN members serve solely as sites hosts, otherwise providing a suitable site on which the WSRN members may construct and operate a suitable GPS sensor, offer a site for an installation, provide power, installation

materials and/or labor, or as in this case of this agreement providing the site and AC power for the equipment provided by the WSRN

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree as follows:

AGREEMENT

1. CENTRAL PROCESSING CENTER (CPC)

- 1.1. The SPU shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation servers, GPSNet and other software necessary for the CPC to accomplish its tasks as set forth in this section 1.
- 1.2. Based on received data streams from a grid of CORS, the CPC will send system information and real time corrections via cellular connections to WSRN Partners and agents of Academic community via FTP, mobile devices for positioning, locating and navigating with satellites of the GPS. The CPC also shall make data files available for static GPS post processing. All digital products will be made available to GIG HARBOR if requested. GIG HARBOR is NOT responsible for the equipment, configuration thereof of any WSRN user equipment nor any aspect of use of any of the digital products derived with any data from the GPS sensor mounted at the CORS site referenced in section 2.1 .
- 1.3. SPU shall operate and maintain a web application to display the system status, data generated by GPSNet software for notification of system status, availability, component quality, static data files, and general information.
- 1.4. SPU will provide telephonic Help Desk services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The Help Desk will not answer questions concerning individual user hardware or software, surveying or other field data collection methods, commercial cellular connections, system status or monitoring report data that is available from the web application.
- 1.5. The SPU shall provide centralized data logging and archiving, access to CORS logged data files, access to real time corrections via wireless technology, and system monitoring for the WSRN.
- 1.6. The services to be provided by the SPU and described in this section 1 are referred to as the "WSRN Services."

2. CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)

- 2.1. For the duration of this Agreement, GIG HARBOR shall provide a location for ONE WSRN CORS, with an interim designation of "GIGH", situated in Gig Harbor Washington, at the CITY OF GIG HARBOR main civic campus. Station "GIGH" will be owned and operated by the WSRN, and GIG HARBOR. Station "GIGH" will be installed at approximately:

Latitude: 47°19'19.17"N
Longitude 122°35'6.13"W

- 2.1.1. As a CONTINGENCY, should the proposed CORS site specified in Section 2.1 be determined to be not feasible, the following site could be used:

- 2.1.1.1. For the duration of this Agreement, GIG HARBOR shall provide a location for a WSRN CORS, with an interim designation of "GIGH", situated in Gig Harbor Washington, at the CITY OF GIG HARBOR water treatment plant. Station "GIGH" will be owned and operated by the WSRN, and GIG HARBOR. Station "GIGH" will be installed at approximately:

Latitude: 47°20'13.03"N
Longitude 122°35'45.49"W

- 2.2 For the duration of this Agreement, the other CORS partners specified in this Agreement shall provide unlimited 24-hour-a-day AC power for the GPS receiver, and wireless data modem for transmission of the raw data stream from the receiver (GPS Sensor) to the CPC. SPU will, where applicable work the respective CORS hosts information technology to establish and maintain connectivity for the raw data stream from the CORS to the CPC adhering to all information technology policies and security considerations of the respective parties.

- 2.2.1 GIG HARBOR is only responsible for providing the site for a CORS as specified in Section 2.1, and the AC power needed for operation of the GPS sensor and modem installed by the WSRN

- 2.2.2. GIG HARBOR is not responsible for the maintenance of the CORS specified in this agreement.

- 2.2.2.1. GIG HARBOR is not responsible for the operation of any of the GPS equipment or modem for the proposed CORS, only the AC power and site.

- 2.2.2.2. GIG HARBOR is not responsible for providing any of the GPS equipment or modem for the proposed CORS, only the AC power and site.
- 2.2.3. All hardware for the CORS, to include the dual frequency GPS receiver, compatible antenna, and serial-to-IP device server (if needed), and any peripheral cables and connectors will remain the property of the WSRN to be returned to the WSRN upon termination of this agreement, or subsequent agreements as they may be executed.
- 2.2.4. The mounting and cabling of the GPS antenna, Modem, and GPS receiver that will comprise the WSRN CORS at the site specified in section 2.1, or contingency site specified in Section 2.1.1, should the first site be determined to be unfeasible, shall only be installed if a proposed antenna mount and cabling plan to be supplied by the WSRN in advance meets the approval of GIG HARBOR.
- 2.3. The WSRN will give GIG HARBOR 48 hours' email notice before the CORS, specified in this Agreement, is taken out of service by the WSRN for planned maintenance.
 - 2.3.1. GIG HARBOR is not responsible for operations of the CORS specified in this agreement.
 - 2.3.2. GIG HARBOR hosts shall give the WSRN 180 days' written notice should GIG HARBOR wish discontinue operations at the site of the CORS specified in this Agreement. SPU may, within 60 days of receipt of such notice or in accordance with section 3.8, notify GIG HARBOR that the SPU desires to find an alternative location and site-host for a non-operating or inadequately operating CORS.
- 2.4. For the duration of this Agreement, GIG HARBOR may participate with other members of the WSRN in a technical advisory committee to be staffed and administered by the members. This committee may identify solutions, upgrades, and other desired enhancements to the WSRN.

3. CPC ACCESS

- 3.1. For the duration of this Agreement, GIG HARBOR, if requested, shall have unlimited access via [SIX] specified GIG HARBOR accounts for full WSRN services in exchange for providing the site for the CORS specified in this agreement.

4. MANAGEMENT; COMPENSATION

4.1. There will be no cost to GIG HARBOR for hosting the site of the CORS specified in this agreement, except for the power provided via a standard AC outlet.

4.1.1. Power consumption for the CORS equipment is not expected to exceed 40W.

4.1.2. In exchange for providing as site for the CORS specified in this agreement, GIG HARBOR will have full rights to network service accounts as specified in section 3.1.

5. DURATION

The initial term of this Agreement shall be 5 years, commencing upon the date of its execution by GIG HARBOR. The term may be extended by mutual agreement of the parties.

This agreement shall terminate in the event that GIG HARBOR, the property owner withdraws permission or assigns additional condition(s) with respect to situating the CORS specified in this agreement.

6. NO WARRANTIES; LIMITATION OF LIABILITY

6.1. GIG HARBOR is in no way responsible for the any damage or loss of the CORS equipment or any of the components of the CORS specified in this agreement.

6.2. SPU is not responsible for any damage or loss of the CORS equipment or any of the components of the CORS, except in the case of gross negligence or deliberate acts of malfeasance.

6.3. Use of these WSRN services, if requested, is at GIG HARBOR's sole risk. The SPU provides WSRN Services on an "as is" basis. Neither other WSRN members, nor the SPU, its officers, employees, vendors, or third-party service providers (collectively as used in this section 6, "SPU") makes any express or implied representation or warranty of any kind with respect to WSRN Services. By way of example and not of limitation, there is no representation or warranty (a) that WSRN Services will be uninterrupted or error free, (b) that the results obtained from using WSRN Services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for a particular purpose. WSRN Services and information related thereto are subject to change without prior notice.

6.4. Neither the SPU nor GIG HARBOR, is liable for any damages arising out of or in connection with WSRN Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failures of the CORS. This is a comprehensive

limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

7. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement which can not be resolved between the Parties, the dispute shall be settled in the following manner: Each Party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any manner with the two Parties to this Agreement. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties hereto.

8. NOTICES

All notices and invoices required in connection with this Agreement shall be in writing and deemed to have been duly given if personally delivered or sent by; mail, fax, United States mail or overnight delivery service, each with proof of receipt, as indicated below or as otherwise indicated in writing by one party to the other.

SPU:

WSRN, Project Support
Seattle Public Utilities
PO Box 34018
Seattle, WA 98124-4018
Fax: 206-684-7396
E-mail: gavin.schrock@seattle.gov

CITY OF GIG HARBOR

Mike Simmons, GIS Coordinator
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-851-6170
Email: MSimmons@gigharborwa.gov

9. OTHER PROVISIONS

- 9.1. Nothing contained herein is intended to, nor shall be construed to; create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the SPU, GIG HARBOR, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.
- 9.2. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.3. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the PARTIES.

- 9.4. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provision of this Agreement.
- 9.5. This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral, written or not incorporated herein are excluded.
- 9.6. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each PARTY and its counsel (if the PARTY so desires) has reviewed and revised this Agreement. Each PARTY agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 9.7. Only an instrument in writing, duly executed by both PARTIES, may amend this Agreement.
- 9.8. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

CITY OF SEATTLE

[Sign] _____
Tanya Treat
Director,
Engineering and Technical
Services Division
Seattle Public Utilities
Date: _____

CITY OF GIG HARBOR

[Sign] _____
Kit Kuhn
Mayor
3510 Grandview Street
Gig Harbor, WA 98335
Date: _____



Business of the City Council City of Gig Harbor, WA

Subject: Intergovernmental Cooperative Purchasing Agreement Between Pierce County and the City of Gig Harbor.

Proposed Council Action: Authorize the Mayor or his designee to allow Public Works to enter into an interlocal agreement with Pierce County for the purchase of goods and services with Legacy Power Systems.

Dept. Origin: Public Works

Prepared by: Darrell Winans *DW*
Supervisor, WWTP

For Agenda of: September 13, 2021

Exhibits: Interlocal Agreement

Initial & Date

Concurred by Mayor: *✓ 9-3-21*
Approved by City Administrator: *9/1/21*
Approved as to form by City Atty: *ok'd by atty*
Approved by Finance Director: *DR 9/1/21*
Approved by Department Head: *9/1/21*

Expenditure Required	Amount Budgeted	Appropriation Required
See below	\$14,700	\$0

INFORMATION / BACKGROUND

The Interlocal Agreement between City of Gig Harbor and Pierce County will allow Gig Harbor to continue to utilize Legacy Power Systems for generator maintenance, load banking and repair. Legacy Power Systems is a local company that is very familiar with the City of Gig Harbor generators. We are pleased to enter a beneficial use agreement with our neighboring municipality.

FISCAL CONSIDERATION

The adopted 2021 Budget allocated \$14,700 for generator repairs, maintenance and load banking.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor or his designee to allow Public Works to enter into an interlocal agreement with Pierce County for the purchase of goods and services with Legacy Power Systems.

PIERCE COUNTY
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
between Pierce County and the City of Gig Harbor

TERMS OF AGREEMENT

Pursuant to Pierce County Code 2.106.410 and to other provisions of law, Pierce County, Purchasing Department, hereinafter called "Pierce County" and the following named public agency or political subdivision of the State of Washington: the City of Gig Harbor hereinafter called the "Public Agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Pierce County, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the Public Agency, where appropriate in Pierce County's sole discretion, to the extent permitted by law.
2. The method of financing or payment of purchases pursuant to this agreement shall be through budgeted funds or other available funds of the Public Agency. Any services or goods procured by the Public Agency under these contracts shall remain the exclusive property of or under control of said Public Agency.
3. Whenever Pierce County has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as Pierce County. Such purchase may be effected by a direct contract between the Public Agency and the vendor. Pierce County accepts no responsibility for the performance or suitability of any good or service to be provided by the vendor; and Pierce County accepts no responsibility for the payment of the purchase price by the Public Agency.
4. This agreement shall remain in force until canceled by either party in writing.
5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. Pierce County and the Public Agency each reserve the right to exclude the other from any particular purchasing contract, with or without notice.
6. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement. The Public Agency agrees to defend, indemnify and hold harmless the County, its' officers, agents or employees from any claims, costs and/or demands arising out of or related to this agreement.
7. Pierce County will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of Pierce County. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the Public Agency in question.
8. Debarment and Suspension Certification

Both the County and the public agency certifies to the best of their respective knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the County and/or the public agency are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

Pierce County
Purchasing Division
950 Fawcett Avenue, Suite 100
Tacoma, WA 98402
798-253-7456

Bert Kalalau
Purchasing Agent

Date: _____

Approved as to legal form only:

Deputy Prosecuting Attorney

Public Agency: City of Gig Harbor

Address: _____ 3510 Grandview Street _____

City/State/Zip: _____ Gig Harbor, WA 98335 _____

Telephone: _____ 253-851-8136 _____

Name of Individual: _____ Kit Kuhn _____

Title: _____ Mayor _____

Signature: _____

Date: _____

rev 05-07

**COUNTY OF PIERCE
SERVICE CONTRACT**

Contract No.: SC-108199

Title: Countywide Generator Maintenance and Minor
Repair

Department: All of Pierce County

THIS CONTRACT, made and entered into by and between

Pierce County
950 Fawcett Avenue Suite 100
Tacoma, WA 98402

hereinafter referred to as the owner, and

LEGACY POWER SYSTEMS
8102 Skansie Ave.
Gig Harbor, WA 98332

hereinafter referred to as the Contractor shall be the agreed basis of performing the work identified herein.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Countywide Generator Maintenance and Minor Repair – Bid Number 21-029

Prepared by Pierce County Purchasing according to the terms of such contract documents which documents are incorporated herein by reference. The contract documents shall include, but shall not be limited to, the accepted Proposal, General Conditions, Specifications, Drawings, Addenda, Advertisement for Bids, and this Contract.

SECOND: Time for Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed (NTP) by the County. The initial term shall be from NTP to May 1, 2022, and thereafter shall be renewed per paragraph 2.2 of the General Provisions not to extend past April 30, 2026.

THIRD: In consideration of the Contracts, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor at the rates specified below, up to a maximum amount of one-hundred thirty thousand and three-hundred dollars and zero cents (\$130,300.00) not including State Sales Tax and consisting of the following:

MAINTENANCE & LOAD BANK TESTING:

Item No.	Location/Description	Unit Price	Est. Qty. Per Year		Annual Price
1	East County Maintenance Facility – Kohler 230 KW – Includes one Transfer Switch – MAINTENANCE	\$ 800.00	x 2	=	\$ 1,600.00
1a	East County Maintenance Facility – Kohler 230 KW – Includes one Transfer Switch – LOAD BANK TESTING	\$ 600.00	x 1		\$ 1,200.00
2	Equipment Services Division – Kohler 230 KW; includes one Transfer Switch MAINTENANCE	\$ 800.00	x 2	=	\$ 1,600.00
2a	Equipment Services Division – Kohler 230 KW; includes one Transfer Switch LOAD BANK TESTING	\$ 600.00	x 1		\$ 600.00
3	Central Maintenance Facility-Detroit Diesel Model 750DSEB, SN 2135519; Eng. Model R1237M36, SN 5352005103, Pacific Power Generations 277/480v 3-phase 4 pole, 2 transfer switches. MAINTENANCE	\$ 1,200.00	x 2	=	\$ 2,400.00
3a	Central Maintenance Facility-Detroit Diesel Model 750DSEB, SN 2135519; Eng. Model R1237M36, SN 5352005103, Pacific Power Generations 277/480v 3-phase 4 pole, 2 transfer switches. LOAD BANK TESTING	\$ 900.00	x 1		\$ 900.00
4	Central Maintenance Facility-Detroit Diesel Model 750DSEB, SN 2135520; Eng. Model R1237M36, SN 5352005082, Pacific Power Generations 277/480v 3-phase 4 pole, 2 transfer switches. MAINTENANCE	\$ 1,200.00	x 2	=	\$ 2,400.00

Item No.	Location/Description	Unit price	Est. Qty. Per Year	=	Annual Price
4a	Central Maintenance Facility-Detroit Diesel Model 750DSEB, SN 2135520; Eng. Model R1237M36, SN 5352005082, Pacific Power Generations 277/480v 3-phase 4 pole, 2 transfer switches. LOAD BANK TESTING	\$ 900.00	x 1	=	\$ 900.00
5	Thun Field Airport – Kohler Power System 40, GTE Industries SN 126570 MAINTENANCE	\$ 500.00	x 2	=	\$ 1,000.00
5a	Thun Field Airport – Kohler Power System 40, GTE Industries SN 126570 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
6	Tacoma Narrow Airport – Kohler Power System 60 ERESB, SN 1010936517 MAINTENANCE	\$ 500.00	x 2	=	\$ 1,000.00
6a	Tacoma Narrow Airport – Kohler Power System 60 ERESB, SN 1010936517 LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 500.00
7	West County Maintenance Facility – Purdy – Onan RS12000 Ser. # J990999851 - MAINTENANCE	\$ 500.00	x 2	=	\$ 1,000.00
7a	West County Maintenance Facility – Purdy – Onan RS12000 Ser. # J990999851 LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 1,000.00
8	West County Maintenance Facility – Purdy – Onan RS12000 SN I990995212 MAINTENANCE	\$ 500.00	x 2	=	\$ 1,000.00
8a	West County Maintenance Facility – Purdy – Onan RS12000 SN I990995212 LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 500.00
9	Steilacoom Ferry Terminal – Kohler 100REOZJF Ser. # SGM329DBK - MAINTENANCE	\$ 600.00	x 2	=	\$ 1,200.00
9a	Steilacoom Ferry Terminal – Kohler 100REOZJF Ser. # SGM329DBK LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
10	Chambers Creek Wastewater Treatment Plant (North Maintenance) – Kohler 50 KW Genset, Model # 50REOZJB – MAINTENANCE	\$ 500.00	x 1	=	\$ 500.00
10a	Chambers Creek Wastewater Treatment Plant (North Maintenance) – Kohler 50 KW Genset, Model # 50REOZJB – LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 500.00
11	Chambers Creek Wastewater Treatment Plant (Standby Unit) Caterpillar 1.25 M, Model # CAT00000PCMJ00174 MAINTENANCE	\$ 2,250.00	x 1	=	\$ 2,250.00

Item No.	Location/Description	Unit Price	Est. Qty. Per Year	=	Annual Price
11a	Chambers Creek Wastewater Treatment Plant (Standby Unit) Caterpillar 1.25 M, Model # CAT00000PCMJ00174 LOAD BANK TESTING	\$ 1,250.00	x 1	=	\$ 1,250.00
12	Chambers Creek Wastewater Treatment Plant (FMF) – Caterpillar 450 KW, 3456 Diesel Genset MAINTENANCE	\$ 1,000.00	x 1	=	\$ 1,000.00
12a	Chambers Creek Wastewater Treatment Plant (FMF) – Caterpillar 450 KW, 3456 Diesel Genset LOAD BANK TESTING	\$ 900.00	x 1	=	\$ 900.00
13	112th St. Campus (180-KW Kohler) 1420 E. 112th Street, Tacoma, 98445 MAINTENANCE	\$ 700.00	x 1	=	\$ 700.00
13a	112th St. Campus (180-KW Kohler) 1420 E. 112th Street, Tacoma, 98445 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
14	945 Building (50-KW Onan) 945 Tacoma Ave. S., Tacoma, 98402 MAINTENANCE	\$ 500.00	x 1	=	\$ 500.00
14a	945 Building (50-KW Onan) 945 Tacoma Ave. S., Tacoma, 98402 LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 500.00
15	Annex (150-KW Onan) 2401 S. 35th St., Tacoma 98409 MAINTENANCE	\$ 700.00	x 1	=	\$ 700.00
15a	Annex (150-KW Onan) 2401 S. 35th St., Tacoma 98409 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
16	Annex (12-KW Kohler) 2401 S. 35th St., Tacoma 98409 MAINTENANCE	\$ 450.00	x 1	=	\$ 450.00
16a	Annex (12-KW Kohler) 2401 S. 35th St., Tacoma 98409 LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 500.00
17	County-City Building (125-KW Generac) 930 Tacoma Ave. S., Tacoma 98402 MAINTENANCE	\$ 700.00	x 1	=	\$ 700.00
17a	County-City Building (125-KW Generac) 930 Tacoma Ave. S., Tacoma 98402 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
18	Emergency Management (550 KW Kato-lite) 2501 S. 35th St., Tacoma 98409 MAINTENANCE	\$ 1,250.00	x 1	=	\$ 1,250.00
18a	Emergency Management (550 KW Kato-lite) 2501 S. 35th St., Tacoma 98409 LOAD BANK TESTING	\$ 800.00	x 1	=	\$ 800.00

Item No.	Location/Description	Unit Price	Est. Qty. Per Year	=	Annual Price
19	Main Jail (500-KW Cummins) 910 Tacoma Ave. S., Tacoma 98402 MAINTENANCE	\$ 1,000.00	x 1	=	\$ 1,000.00
19a	Main Jail (500-KW Cummins) 910 Tacoma Ave. S., Tacoma 98402 LOAD BANK TESTING	\$ 850.00	x 1	=	\$ 850.00
20	Medical Examiner (100-KW Kohler) 3619 Pacific Ave., Tacoma 98408 MAINTENANCE	\$ 600.00	x 1	=	\$ 600.00
20a	Medical Examiner (100-KW Kohler) 3619 Pacific Ave., Tacoma 98408 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
21	New'02 Jail Addition (1000-KW CAT) 701 Nollmeyer Lane, Tacoma 98402 MAINTENANCE	\$ 1,950.00	x 1	=	\$ 1,950.00
21a	New'02 Jail Addition (1000-KW CAT) 701 Nollmeyer Lane, Tacoma 98402 LOAD BANK TESTING	\$ 1,250.00	x 1	=	\$ 1,250.00
22	Remann Hall (200-KW Onan) 5501 6th Ave., Tacoma, 98406 MAINTENANCE	\$ 700.00	x 1	=	\$ 700.00
22a	Remann Hall (200-KW Onan) 5501 6th Ave., Tacoma, 98406 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
23	Remann Hall (150-KW SDMO) 5501 6th Ave., Tacoma, 98406 MAINTENANCE	\$ 700.00	x 1	=	\$ 700.00
23a	Remann Hall (150-KW SDMO) 5501 6th Ave., Tacoma, 98406 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
24	South Hill Sheriff's Precinct (100-KW Onan) 271 John Bananola Way E., Puyallup, 98374 MAINTENANCE	\$ 600.00	x 1	=	\$ 600.00
24a	South Hill Sheriff's Precinct (100-KW Onan) 271 John Bananola Way E., Puyallup, 98374 LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
25	Thun Field SIU (50-KW Kohler) 10411 John Bananola Way E, Puyallup 98373 MAINTENANCE	\$ 500.00	x 1	=	\$ 500.00
25a	Thun Field SIU (50-KW Kohler) 10411 John Bananola Way E, Puyallup 98373 LOAD BANK TESTING	\$ 500.00	x 1	=	\$ 500.00
26	Facilities Management Portable Generator (600KVA) MAINTENANCE	\$ 1,200.00	x 1	=	\$ 1,200.00

Item No.	Location/Description	Unit Price	Est. Qty. Per Year	=	Annual Price
26a	Facilities Management Portable Generator (600KVA) LOAD BANK TESTING	\$ 850.00	x 1	=	\$ 850.00
27	Emergency Management Portable Trailer-Mounted Generator (175-KW) MAINTENANCE	\$ 700.00	x 1	=	\$ 700.00
27a	Emergency Management Portable Trailer-Mounted Generator (175-KW) LOAD BANK TESTING	\$ 600.00	x 1	=	\$ 600.00
28	Emergency Management Portable Trailer-Mounted Generator (528-KW) MAINTENANCE	\$ 1,200.00	x 1	=	\$ 1,200.00
28a	Emergency Management Portable Trailer-Mounted Generator (528-KW) LOAD BANK TESTING	\$ 900.00	x 1	=	\$ 900.00
Subtotal for Maintenance Section (Bid items 1-28):					\$ 49,900.00

REPAIRS - HOURLY RATES FOR MINOR REPAIRS AND/OR SERVICES ON UNITS NOT LISTED:

Item No.	Description	Unit Price	Est. Qty.	UOM	=	Extended Price
29	Fully Burdened Rate, Regular Hours (M-F)	\$ 129.00	x 500	Hours	=	\$ 64,500.00
30	Fully Burdened Rate, Overtime, after 6pm and Sat/Sun/Holiday	\$ 159.00	x 100	Hours	=	\$ 15,900.00
Subtotal for Repairs Section (Bid items 29-30):						80,400.00
TOTAL BID PRICE (Subtotal Maintenance + Subtotal Repairs: Bid Items 1 – 30):						\$ 130,300.00
31	Mark-up for Parts & Specialized Equipment:					28 %

Payment will be made only for work assigned to Contractor under this Contract, no amount of work or payment is guaranteed.

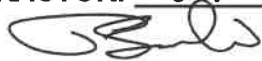
This contract shall be construed and governed by the laws and statutes of the State of Washington.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # SC-108199

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of May, 20 21.

CONTRACTOR: Legacy Power Systems



4/9/21

Contractor Signature

Date

Title: Division Manager

Printed Name: Ryan Lundin

Address: 8102 Skansie Ave

Gig Harbor, WA 98332

UBI No.: 602 018 360

Contact Name: Ryan Lundin

Contact Title: Division Manager

Phone No.: 253-858-0214

Email: RLUNDIN@LEGACYPower.COM

Fax: 253-858-0213

PIERCE COUNTY:

Approved as to legal form only:

Approved by I. Northrip 5/14/21

Prosecuting Attorney

Date

Approved:

Gary Robinson

Digitally signed by Gary Robinson
Date: 2021.05.19 12:33:02 -07'00'

Finance Department

Date

Approved:

see above

Department Director

Date

Executive (over \$250,000)

Date

CONTRACTOR-

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security No.

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification No.

CORPORATION:

LEGACY TELECOMMUNICATIONS LLC.

91-2022389

Name of Corporation

Corporation's Employer Identification No.

SUBCONTRACTING PARTICIPATION FORM

[✓] As the authorized representative of (Bidder's Firm) LEGACY POWER SYSTEMS the Bidder does not intend to sublet any portion of this contract.

Firm Name, Address and Phone Number	Describe Work or Supply Item	Subcontract Amount	Sub	Sup	MFG

BY RYAN LUNDIN  TITLE DIVISION MANAGER DATE 4/9/21

[illegible]



Pierce County

E-VERIFY DECLARATION

Firm Name: LEGACY POWER SYSTEMS

Contract No. SC-108199

Pierce County requires that, as a condition for the award of any County contract for public works in excess of \$100,000.00 or any other County contract in excess of \$25,000.00, and the duration of the contract is greater than 120 days, the business entity or contractor shall enroll in the E Verify program, or its successor, and thereafter shall provide the County documentation affirming its enrollment and participation in the program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment with bid submittal. The Prime Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the Prime or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment. Failure to provide this document could result in suspension of the project.

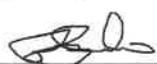
The Federal E-Verify Program is a web-based application that can be accessed at: www.dhs.gov/everify.

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. That the above named firm is currently enrolled in and using the E-Verify system implemented on March 1, 2010 as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.
3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at 8102 SKANSIE AVE GIG HARBOR, WA 98332 Washington

this 9TH day of APRIL, 2021

Signature 

Printed Name RYAN LUNDIN

Title DIVISION MANAGER

END OF FORM

GENERAL PROVISIONS

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS

A. Bidder's Proposal

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The County cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out County Bid Forms

All proposals must be made upon blanks furnished by the Procurement & Contract Services Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

1.2 CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Procurement & Contract Services Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

1.3 BLANK

1.4 BID SECURITY - NOT USED

1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY

All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.

Telecopy bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the County's telecopy machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

1.6 CONTRACTOR'S STATE REGISTRATION NO.

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

1.7 BID IS NONCOLLUSIVE

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

1.8 EVALUATION OF BID

A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract or provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

B. Insertions of Material Conflicting with Specifications

Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

C. Correction of Ambiguities and Obvious Errors

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

1.9 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received by the County Council Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Invitation To Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Pierce County Purchasing Agent.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid.

Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders' mailing list.

1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current approximate requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum.

1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

1.17 AWARD

The County reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the County.

2. CONTRACT REQUIREMENTS

2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

2.2 CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the

other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 12 months of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Procurement & Contract Services Department 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Procurement & Contract Services Department. The County shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the County.

Total contract period not to exceed 2 years.

2.3 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c) Unit prices will prevail when an error in extending total amounts occurs.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

2.4 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to Pierce County.

B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of Pierce County. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.6 GUARANTEE

The supplier and/or manufacturer of the supplies, material and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee. The supplier hereby assigns to the County the contractor's right to enforce all manufacturer's warranties for materials or systems incorporated into the work, to the extent defects which are not corrected by the supplier under their guarantee. The supplier shall provide evidence of all manufacturers' warranties prior to acceptance.

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or equipment is repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety (90) days remain on the guarantee period (after deducting the period of suspension), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the County.

2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

2.9 PAYMENT

Payment discount periods of twenty (20) calendar days or more offered by the Contractor will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if the payment is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

2.10 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured.

Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

2.11 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence, for damages arising out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract, for damages caused by or resulting from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

2.13 INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he/she has obtained all insurance required under these General Provisions, and evidence of such insurance has been approved by Pierce County.

A. Insurance Required

1) Compensation Insurance. The contractor shall comply with the Workmen's Compensation Act of the State of Washington and the United States Longshoremen's and Harborworkers' Compensation Act during the life of this contract, and in case any work is sublet, the contractor shall require any and all subcontractors to comply with said acts.

2) Liability Insurance. The contractor shall procure and maintain during the life of this contract Commercial General Liability insurance, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, which includes but is not limited to operations of contractor, with limits of not less than:

Coverage	Limits of Liability
<u>Commercial General Liability Insurance</u>	
Bodily injury Liability and Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
<u>Commercial Automobile Liability Insurance</u>	
Bodily Injury Liability and Property Damage Liability	\$1,000,000 each occurrence Or combined single limit coverage of \$2,000,000

The following coverages shall be included in both Primary and Excess Liability contracts:

- | | |
|--|-----------------------|
| 1. Broad Form Property Damage Coverage | yes <u>X</u> no _____ |
| 2. Blanket Broad Form Contractual | yes <u>X</u> no _____ |
| 3. Stop-Gap Employer's Contingent Liability | yes <u>X</u> no _____ |
| 4. Independent Contractors Liability | yes <u>X</u> no _____ |
| 5. Personal Injury Liability
(Libel, Slander, Defamation) | yes <u>X</u> no _____ |
| 6. Products and Completed Operations | yes <u>X</u> no _____ |
| 7. Non-owned and Hired Car Coverage | yes <u>X</u> no _____ |

The contractor's insurance policies shall also contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

Pierce County shall be named as an additional insured as respects this contract, and such insurance as is carried by the contractor shall be primary (over any insurance carried by Pierce County). The contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

3. Property Insurance. The contractor shall effect and maintain insurance as stated below naming Pierce County as an additional assured upon the entire work done at any time under this contract to 100% of insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as a part of the permanent structure. Any loss shall be payable to the contractor and Pierce County as their interests may appear at the time of such loss.

Type of Insurance

- | | |
|---|-----------------------|
| 1. Builders/Installation Floater/All Risk | yes _____ no <u>X</u> |
| 2. Earthquake and Flood | yes _____ no <u>X</u> |

Pierce County shall not be obligated to notify the insurance company(ies) if all or part of the building or structure is occupied by Pierce County.

B. General Requirements

1. Contractor agrees to assume the risk of loss or damage regardless of cause, whether or not insured, until the job is accepted by the County Executive or his designee.
2. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.
3. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave S, Ste 303, Tacoma, WA 98402.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

2.14 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

2.15 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

2.16 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

2.17 DISPUTES

A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and conclusive.

B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.18 FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

2.19 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett Avenue, Suite 100, Tacoma, WA 98402.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.20 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

2.21 WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.22 SURVIVAL

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

- Taxes
- Guarantee
- Pierce County's Right to Terminate Contract
- Venue and Choice of Law
- Hold Harmless & Indemnity Agreement
- Waiver
- Future Non-Allocation of Funds

2.23 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

CONTRACT COMPLIANCE REQUIREMENTS FOR LOCAL PUBLIC WORKS PROJECTS

PROJECT: Countywide Generator Maintenance and Minor Repair BID 21-029

PREVAILING WAGE RATE INFORMATION

This project requires the payment of prevailing wages per chapter 39.12 RCW. Workers shall receive no less than the prevailing rate of wage for their work on this locally funded project.

To find applicable wage rates please follow the following steps:

1. Access the L & I website at:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
2. Look up applicable wages/benefit codes using the project bid due / award date of **March 26, 2021**
3. This project will be located in Pierce County. If work will be performed outside of Pierce County, select the county appropriate to the location of work.
4. A copy of prevailing wage rates for this project are available at the Pierce County Procurement & Contract services office for review. A copy may also be mailed to you upon request. Please contact Pierce County Contract Compliance for additional information at 253-798-7456.

Requirements for this public works project are listed in the following sections:

Section I	General Information
Section II	MWBE Requirements
Section III	Labor Standards Requirements
Section IV	Documentation Requirements

SECTION I. GENERAL INFORMATION

It is the policy of the Pierce County Executive and County Council to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment.

In accordance with Initiative 200 and RCW [49.60](#), bidders seeking to do business with Pierce County shall not give preference in the award of subcontracts to any person or firm or discriminate against any person or firm on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Pierce County will take measures necessary to ensure nondiscrimination in all contracts, programs and activities to help remedy the effects of discrimination against minorities and women, and to prevent the County from directly or indirectly participating in or perpetuating the effects of such discrimination.

All parties doing business with Pierce County are encouraged to utilize local businesses and County residents where qualifications and cost effectiveness are deemed competitive.

Pierce County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SECTION II. MBE & WBE PARTICIPATION

A. GENERAL INFORMATION

1. Pierce County has analyzed the engineer's estimate for this project and has determined that opportunities for subcontracting are available within the scope of work. Bidders are encouraged to solicit proposals from MWBEs and award subcontracts to MWBEs whenever possible.

2. Participation may be on a direct basis in response to this Invitation to Bid or as a Subcontractor to a Bidder. No minimum level of MWBE participation shall be required as a condition for receiving an award. Bids will not be rejected or considered non-responsive if they do not include MWBE participation. It is incumbent upon all Bidders to ensure that Subcontractors/suppliers are selected in a manner that is fair and equitable based on competitive and cost effective bids received in the solicitation process.

III. Labor Standards Requirements

A. MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

1. This section specifies the Minimum Prevailing Wage requirements and other Labor Standards requirements, which are applicable to this County public works, project. Prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 are applicable to this locally-funded public works project.
2. Provisions of Prevailing Wage law (RCW 39.12) state in part that: "The hourly wages to be paid laborers, workman or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall not be less than the prevailing rate of wages for an hour's work in the same trade or occupation in the locality within the state where such labor is performed..."
3. The Contractor and each Subcontractor shall, on or before the date of commencement of work, file an Intent to Pay Prevailing Wage form. The form must be approved by the Washington State Department of Labor and Industries prior to first payment.
4. The Contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the Department of Labor and Industries.
5. Questions concerning prevailing wages shall be referred to the Contract Compliance Office located in the Pierce County Finance department at (253) 798-7456 or the state Department of Labor and Industries-Prevailing Wage Division in Olympia at (360) 902-5335.

B. UNDERPAYMENT OF WAGES OR BENEFITS

1. If employees are improperly paid prevailing wages, wage restitution will be promptly made for underpayment of and/or benefits by the Contractor, or any Subcontractor, to such laborers or mechanics when directed to do so by Pierce County or by the State of Washington Department of Labor & Industries.

C. PAYROLLS

1. Certified payroll records will be maintained by each and every contractor, subcontractor and sub-tier on the project for three years from the date of acceptance of the project, in accordance with WAC 296-127-320.
2. **Beginning January 1, 2020, all contractors on public works project must**

submit certified payroll, at least once monthly, to LNI through the online prevailing wage intent and affidavit (PWIA) system. Failure to submit records to LNI, at least once monthly through PWIA may result in a failure to file including fines and penalties (RCW 39.12.120). Records are inclusive of any approved 4/10 agreements.

D. PAYROLL DEDUCTIONS

1. Deductions shall be made in compliance with the requirements of federal, state, and local laws, such as federal income and social security taxes.

E. EMPLOYMENT OF APPRENTICES

1. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform when they are employed and individually registered in an approved apprenticeship or training program registered with the Washington State Apprenticeship Training Council. The contractor must also be a registered training agent.
2. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not an apprentice or is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.

F. CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS

1. Owners-operators, partners, sole proprietors and/or officers of firms providing labor on public works contracts, must keep accurate records of the time they work on the public works in accordance with WAC 296-127-320.

G. POSTING WAGE DETERMINATIONS AND POSTERS ON JOBSITE

1. The approved Statement of Intent to Pay Prevailing Wage forms for all contractors, subcontractors and sub-tiers employed on this public works project are to be visibly posted where all employees have ready and free access to inspect their contents.
2. Forms to be posted on projects over \$10,000:
 - Approved copy of prime and all subcontractors Intent to Pay Prevailing Wages accessible to all employees.
 - Copy of the wage rates applicable to the project if Intent is not yet approved AND a phone number and address of the Industrial Statistician of Department of Labor and Industries where a complaint or inquiry may be made.
 - If not feasible to post on jobsite, other posting procedures may be used as outlined in [RCW 39.12.020](#)
 - **Failure to post the Approved Statement of Intent to Pay Prevailing Wage on the jobsite may result in a penalty of \$500 per each form from Labor and Industries beginning January 1, 2020.**
3. Other posters as required by state, federal or local law or ordinance.
 - Information about state and some federal posting requirements, as well as

Q & A can be found: <https://lni.wa.gov/forms-publications/required-workplace-posters>

- Federal Poster information can be found here: <https://www.dol.gov/general/topics/posters>
- Contractors should be aware of potential additional posting requirement for local jurisdictions.

H. PAY REQUESTS

1. No payment request will be approved until an approved copy of the Statement of Intent to Pay Prevailing Wages has been received by Contract Compliance for the contractor and each subcontractor performing work under the contract.
2. All progress payment requests (whether prepared by the contractor or project manager) must be accompanied by a statement from the contractor certifying that the prevailing wages for all work have been paid in accordance with the approved Statement(s) of Intent To Pay Prevailing Wages on file with the public agency. (RCW 39.12.040)

I. BREACH OF LABOR STANDARDS PROVISIONS

1. In addition to any other causes for termination, Pierce County reserves the right to terminate this public works contract if the Contractor or any Subcontractor breaches any of these Labor Standards Provisions.

J. RESPONSIBILITY OF PRIME CONTRACTOR

1. It is incumbent upon the prime Contractor to read, understand, and comply with the project requirements as stated in the contract specifications. Any contractor of any tier performing work on this public works site is subject to these contract requirements and should be so informed by the prime contractor. Timely progress payments can be dependent upon the submittal of required documentation. Contact the Contract Compliance Office if you have questions at (253) 798-7456.

SECTION IV. DOCUMENTATION REQUIREMENTS

1. The Contractor and each Subcontractor shall submit the required documentation listed below. Failure to submit documentation may result in withholding of all or a portion of any progress payment or a timely release of retainage.
2. Closeout of this public works contract and the subsequent release of the Contractor's retainage may not be authorized until all of the requirements of the Contract Compliance program, including the submittal of required documentation, have been fulfilled.
3. Required documents list:
 - Statement of Intent to Pay Prevailing Wage and Affidavit of Wages Paid - Prime and all Subcontractors
 - Dept. of Revenue Release for projects over \$35,000
 - L&I Industrial Insurance Release for projects over \$35,000
 - Employment Security Release for projects over \$35,000
 - Pierce County Required forms

PIERCE COUNTY E-VERIFY PROGRAM:

E-VERIFY REQUIREMENTS:

- A. As a condition for the award of any County contract for public works in excess of \$100,000.00 or any other County contract in excess of \$25,000.00, the business entity or contractor shall enroll in the E Verify program, or its successor, and thereafter shall provide the County documentation affirming its enrollment and participation in the program. The conditions of this Section shall not apply to contracts that:
 - 1. Are only for work that will be performed outside the United States;
 - 2. Are for a period of performance of less than 120 days; or
 - 3. Are only for:
 - a. Commercially available off-the-shelf items (COTS) as defined by federal law;
 - b. Items that would be COTS items, but for minor modifications;
 - c. Items that would be COTS items if they were not bulk cargo; or
 - 4. Provide commercial services that are:
 - a. Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - b. Performed by the COTS provider; and
 - c. Are normally provided for that COTS item.
- B. Contractors shall be required to continue participation in the E-Verify program throughout the course of their business relationship with the County.
- C. If a Contractor described in subsection A. uses a subcontractor whose work in connection with the performance of the contract would be subject to the requirements of subsection A. were the contract to be with Pierce County, the subcontractor shall, as a condition of contract, certify to the contractor in a manner that does not violate federal law that the subcontractor has registered and is participating in the E-Verify program and will not knowingly employ or contract with an unauthorized alien.

Enforcement of E-Verify Contract Terms.

- A. The Contractor must provide certification of enrollment with bid submittal. The Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the contractor or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment.
- B. The County shall suspend a contract with any business entity or contractor that the United States Attorney General or the Secretary of Homeland Security has found to have been in violation of 8 U.S.C. § 1324a should the business entity or contractor fail to correct the violation within 30 business days of receiving notice of the violation from the United States Attorney General or the Secretary of Homeland Security.
- C. Any suspension for E Verify noncompliance shall terminate one business day after a legal representative of the business entity or contractor submits, at a County office designated by the Executive, a declaration signed under penalty of perjury of the laws of the state, in the form provided by the County, stating with specificity that the violation has ended.

The Federal E-Verify Program is a web-based application that can be accessed at www.dhs.gov/everify.



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance 1465
Amending GHMC 2.52 Disclosure of Public
records

Proposed Council Action: None.

Dept. Origin: Administration

Prepared by: Josh Stecker, Interim City
Clerk

For Agenda of: September 13, 2021

Attachments: Ordinance 1465

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

KL 9-7-21

Email 9/3

N/A

N/A

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The Washington State Public Records Act (PRA), codified at Chapter 42.56 RCW, requires cities to adopt reasonable rules and regulations for receiving and processing requests for public records. These rules must "provide for the fullest assistance to inquirers and the most timely possible action on requests for information." The City of Gig Harbor last updated its rules in 2017.

With increasing frequency, the City receives requests that require an exhaustive search of extraordinary amounts of records that require a significant amount of City staff time. On occasion, City staff are able to work with requestors to narrow the scope of their request to find the records they are seeking. Often times though, City staff are left with the requirement to individually review and produce records in bulk. These large or complex requests create excessive interference with the public records officer's other essential duties and unreasonably disrupt the operations of the City, contravening the stated policies and purposes of the PRA.

The proposed changes to GHMC 2.52 in Ordinance 1465 establish a policy that ensures that these requests will not interfere with the other essential functions of the City by limiting the amount of time the public records officer and designees spend on such requests. As proposed in the ordinance, the public records officer or designee will spend no more than 8

hours per week responding requests. The restriction is the equivalent to dedicating .2 FTE to responding to request for public records.

In the instance where the City has multiple requests pending, the public records officer is authorized to process these requests in an order that allows for the most requests to be processed in the most efficient manner. In the event that a requestor submits multiple requests, the public records officer can choose to fulfill the first request received before addressing any subsequent requests.

Nothing in this ordinance removes or changes the City's obligation to fulfill all requests for public records.

Ordinance 1465 also provides several housekeeping updates to incorrect references found in the GHMC 2.52.

FISCAL CONSIDERATION: None.

BOARD OR COMMITTEE RECOMMENDATION: None.

RECOMMENDATION/MOTION: None. Ordinance will be considered at second reading on September 27.

ORDINANCE NO. 1465

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC RECORDS; AMENDING CHAPTER 2.52 OF THE GIG HARBOR MUNICIPAL CODE TO ESTABLISH POLICIES FOR PROCESSING LARGE OR COMPLEX PUBLIC RECORDS REQUESTS ALONG WITH MINOR HOUSEKEEPING AMENDMENTS TO REFLECT CURRENT PRACTICES AND INTERPRETATION UNDER CHAPTER 42.56 RCW (THE PUBLIC RECORDS ACT); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 42.56 of the Revised Code of Washington is known as the Public Records Act (PRA); and

WHEREAS, the stated intent of the PRA is to provide full public access to public records pertaining to the conduct of government, respect individuals' privacy rights, protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the government agency holding the records; and

WHEREAS, other "essential city functions" are determined by state law and by the City Council and include, but are not limited to, providing public safety, financial stability, dependable infrastructure, emergency services, economic development, parks, recreation and open space, and the administrative systems necessary to provide effective government services; and

WHEREAS, the PRA generally requires that each state and local agency shall make available for public inspection and copying all public records, unless the record falls within the specific exemptions of the PRA or other statute which exempts or prohibits disclosure of specific information or records; and

WHEREAS, RCW 42.56.100, requires local agencies to "adopt and enforce reasonable rules and regulations... consistent with the [PRA's] intent" as described above; and

WHEREAS, RCW 42.56.100 also requires that such rules and regulations "shall provide for the fullest assistance to inquirers and the most timely possible action on requests for information;" and

WHEREAS, the Washington Attorney General issued "Model Rules" concerning public records compliance, to advise state and local agencies about "best practices" for complying with the PRA; and

WHEREAS, to prevent excessive interference with the other essential functions of the City, it is necessary to determine a reasonable level of effort to devote to responding to requests for public records commensurate with the available resources and staffing;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Gig Harbor Municipal Code Amended. Chapter 2.52 of the GHMC is hereby amended to read as set forth on Exhibit A, attached to this ordinance and incorporated by reference.

Section 2. Severability. If any part of this Ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 3. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of September, 2021.

Kit Kuhn
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker
Interim City Clerk

PUBLICATION DATE: 9/30/21
EFFECTIVE DATE: 10/5/21

EXHIBIT A

Chapter 2.52 DISCLOSURE OF PUBLIC RECORDS

Sections:

- 2.52.010 Authority and purpose.
- 2.52.020 Scope of coverage of Public Records Act and definitions.
- 2.52.030 Nonliability for disclosure.
- 2.52.040 Public records officer – Contact information.
- 2.52.050 Availability of public records.
- 2.52.060 Retention of records.
- 2.52.070 Processing of public records requests – General.
- 2.52.080 Obligations of requestors.
- 2.52.090 Exemptions.
- 2.52.100 Costs of providing copies of public records.
- 2.52.110 Review of denials of public records.

2.52.010 Authority and purpose.

A. RCW 42.56.070(1) requires each agency to make available for inspection and copying nonexempt “public records” in accordance with published rules. RCW 42.56.070(2) requires each agency to set forth “for informational purposes” every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency. In addition, the Act requires that the city adopt and enforce reasonable rules and regulations to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the city.

B. The purpose of this chapter is to establish the procedures the city of Gig Harbor will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the city and establish processes for both requestors and city of Gig Harbor staff that are designed to best assist members of the public in obtaining such access.

2.52.020 Scope of coverage of Public Records Act and definitions.

A. The Act applies to an “agency.” “Agency” includes all state agencies and all local agencies. “Local agency” includes every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district, or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency.

B. Court files and judges’ files are not subject to the Act. These rules do not address access to court records.

C. “Public Record” Defined. “Public record” includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the city regardless of

physical form or characteristics. This definition does not include records that are not otherwise required to be retained by the city and are held by volunteers who do not serve in an administrative capacity, have not been appointed by the city to a board, commission, or internship, and do not have a supervisory role or delegated city authority.

D. "Writing" Defined. A "writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

2.52.030 Nonliability for disclosure.

RCW 42.56.060 provides: "No public agency, public official, public employee, or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, public official, public employee, or custodian acted in good faith in attempting to comply" with the Act.

2.52.040 Public records officer – Contact information.

A. Any person wishing to request access to public records of the city or seeking assistance in making such a request should contact the public records officer of the city. The city public records officer is the city clerk of the city of Gig Harbor., located at:

3510 Grandview Street, Gig Harbor, WA 98335

(253) 851-8136

(253) 851-8267 fax

Information is also available at the city of Gig Harbor's website at www.cityofgigharbor.net.

B. The public records officer will oversee compliance with the Act, but another city staff member may process the request. Therefore, these rules will refer to the public records officer "or designee."

C. Public records requests are an essential function of the city clerk's office. The city finds it reasonable to dedicate no more than eight (8) hours per week responding to public records requests. It shall be within the discretion of the public records officer to exceed such limitation if necessary for compliance with law.

GD. The city is required by RCW 42.56.040 to publish its public record policies, organizational information and methods for requestors to obtain public records. These

rules will be available in the Gig Harbor Municipal Code and on the city's official website.

2.52.050 Availability of public records.

A. Hours for Inspection of Records. Public records are available for inspection and copying during normal business hours of the city, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding legal holidays. Records must be inspected at the offices of the city.

B. Records Index. The city finds that maintaining an index providing identifying information as to records issued, adopted, or promulgated by the city is unduly burdensome and would interfere with agency operations. The requirement would unduly burden or interfere with the city of Gig Harbor's operations in the following ways: the magnitude and diversity of four city departments, with an even greater number of divisions/subdivisions, has resulted in the creation and use of as many different computer systems. The diversity in programs and information-retaining systems would be extremely difficult, if not physically impossible, to compile into a single index. The performance of the city's overall mission does not allow for the addition to, or the revision or reassignment of, duties for existing personnel so that a current index may be developed and maintained without additionally required staff, and anticipated city revenue does not allow for additional staff members for the sole purpose of creating and maintaining such an all-inclusive index.

C. Organization of Records. The city will maintain its records in a reasonably organized manner. The city will take reasonable actions to protect records from damage and disorganization. A requestor shall not take city records from city premises. A variety of records are available on the city website at www.cityofgigharbor.net. Requestors are encouraged to view the documents available on the website prior to submitting a records request.

D. Making a Request for Public Records.

1. Any person wishing to inspect or copy public records of the city should make the request in writing on the city's request form, or by letter, delivery, or email addressed to the public records officer and including the following information:

- a. Name of requestor;
- b. Mailing address of requestor;
- c. Other contact information, including telephone number and any email address;
- d. Identification of the public records adequate for the public records officer or designee to locate the records; and
- e. The date and time of day of the request.

2. If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or any required deposit and/or postage to mail such records.

The city will assess fees for providing copies of public records pursuant to the fee schedule adopted by resolution.

3. A form is available for use by requestors at the office of the public records officer and on-line at www.cityofgigharbor.net. Oral requests are accepted, but are problematic because an oral request does not memorialize the exact records sought and therefore prevents a requestor or agency from later proving what was included in the request. In addition, a requestor must provide the agency with reasonable notice that the request is for the disclosure of public records, and oral requests, especially to agency staff other than the public records officer or designee, may not provide the agency with the required reasonable notice. Therefore, requestors are encouraged to provide written requests. If the city receives an oral request, the city staff person receiving it should immediately reduce it to writing and then verify in writing with the requestor that it correctly memorializes the request.

4. The city may ask a requestor to prioritize the records he or she is requesting so that the city is able to provide the most important records first. The city is not required to ask for prioritization, and the requestor is not required to provide it.

5. The city cannot require the requestor to disclose the purpose of the request, with two exceptions. First, if the request is for a list of individuals, the city will ask the requestor if he or she intends to use the records for a commercial purpose (a profit-expecting activity). The city's request for public records form includes a statement that the city is not authorized to provide public records consisting of a list of individuals for commercial use (a profit-expecting activity), and there is a blank for the requestor's signature under penalty of perjury. This is to acknowledge that the requestor understands the prohibition on the use of such lists, but the requestor is not required to sign in order to obtain the records.

Second, the city may seek information sufficient to allow it to determine if another statute prohibits or allows disclosure. For example, some statutes allow an agency to disclose a record only to a person having particular qualifications or for particular purposes. In such cases, the city is authorized to require that the requestor provide sufficient information in writing under penalty of perjury to allow the city to reasonably determine if the record is disclosable to the requestor.

2.52.060 Retention of records.

A. The city is not required to retain every record it ever created or used. The state and local records committees approve a general retention schedule for state and local agency records that applies to records that are common to most agencies. Individual agencies seek approval from the state or local records committee for retention schedules that are specific to their agency, or that, because of particular needs of the agency, must be kept longer than provided in the general records retention schedule. The retention schedules for state and local agencies are available at www.secstate.wa.gov/archives/gs.aspx on the Washington Secretary of State's website.

B. The city has a retention policy in which employees save retainable records and delete nonretainable records. The lawful destruction of public records is governed by retention schedules.

C. An agency is prohibited from destroying a public record, even if it is about to be lawfully destroyed under a retention schedule, if a public records request has been made for that record. Additional retention requirements might apply if the records may be relevant to actual or anticipated litigation. The agency is required to retain the record until the record request has been resolved.

2.52.070 Processing of public records requests – General.

A. The public records officer ~~or designee~~ will process requests in the order allowing the most requests to be processed in the most efficient manner.

B. Within five business days of receipt of the request, the public records officer will do one or more of the following:

1. Provide the record;
2. Provide an internet address and link on the city's website to the specific records requested, except that if the requester notifies the city that he or she cannot access the records through the internet, then the city will provide access to copies or allow the requester to view the records using a city computer;
3. Acknowledge that the city has received the request and provide a reasonable estimate of when records will be available;
4. Acknowledge that the city has received the request and ask for clarification for a request that is unclear, and providing, to the greatest extent possible, a reasonable estimate of the time the city will require to process the request; or
5. Deny the request. Denials must be accompanied by a written statement of the specific reasons for denial.

C. Consequences of Failure to Respond. If the city does not respond within five business days of receipt of the request for disclosure, the requestor should consider contacting the public records officer to determine the reason for the failure to respond.

D. Protecting Rights of Others. In the event that the requested records contain information that may affect rights of others and may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.

E. Records Exempt from Disclosure. Some records are exempt from disclosure, in whole or in part. If the city believes that a record is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the

public records officer will redact the exempt portions, provide the nonexempt portions, and indicate to the requestor why portions of the record are being redacted, except to the extent otherwise provided by law.

F. Inspection of Records.

1. Consistent with other demands, the city shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the agency to copy.
2. The requestor must claim or review the assembled records within 30 days of the city's notification to him or her that the records are available for inspection or copying. The city will notify the requestor by telephone, e-mail or in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails to claim or review the records within the 30-day period or make other arrangements, the city may close the request and re-file the assembled records.

G. Providing Copies of Records. After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying.

H. Providing Records in Installments. ~~When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within 30 days, the requestor fails to inspect the entire set of records or one or more of the installments, the public records officer or designee may stop searching for the remaining records and close the request.~~ When a public records request is for a large volume of records, the public records officer may elect to provide records on an installment basis if he or she reasonably determines that it would be practical to provide the records in that way. If a requester does not contact the public records officer to arrange for the review of any installment within thirty (30) days of being notified that the records are available for review, the city may deem the request abandoned, stop fulfilling the remainder of the request, and close the request. The city may fulfill smaller requests received after a large request prior to fulfilling the large request. The public records officer will process requests in the order allowing the most requests to be processed in the most efficient manner.

I. Completion of Inspection. When the inspection of the requested records is complete and all requested copies are provided, the public records officer or designee will indicate that the city has completed a diligent search for the requested records and made any located nonexempt records available for inspection.

J. Closing Withdrawn or Abandoned Request. When the requestor either withdraws the request or fails to fulfill his or her obligations to inspect the records or pay the deposit or final payment for the requested copies, the public records officer will close the request and indicate to the requestor that the city has closed the request.

K. Later Discovered Documents. The city has no obligation to search for records responsive to a closed request. If the city discovers responsive records after a request has been closed, the city should provide the later-discovered records to the requestor.

L. No Duty to Create Records. The city is not obligated to create a new record in order to satisfy a record request.

M. Searching for Records. The city must conduct an objectively reasonable search for responsive records. Such a search usually begins with the public records officers for the city deciding where the records are likely to be and who is likely to know where they are. The records officer should also e-mail staff members selected as most likely to have responsive records. Staff are required to promptly respond to inquiries regarding responsive records from the records officer.

N. Request Log. The city will maintain a log of all public records requests submitted to and processed by the city. The log will include at least the following information: the identity of the requestor, if known; the date the request was received; the text of the original request; a description of the records redacted or withheld and the reasons for redacting or withholding; and the date of the final disposition of the request.

O. Multiple requests by the same requestor. In order to provide the fullest assistance to all records requestors and to prevent excessive interference with other essential functions of the City, if the same requestor (or their representative) has submitted multiple unrelated requests determined to be Large or Complex requests, the public records officer may process the requests one at a time and in the order received, in order to allow the public records officer to also process other requestors' later-received requests. The city shall endeavor to provide all requestors, and their representatives, with equal assistance and attention, to the extent reasonably and feasibly possible.

2.52.080 Obligations of requestors.

A. Reasonable Notice That Request Is for Public Records. A requestor must give an agency reasonable notice that the request is being made pursuant to the Act.

B. Identifiable Record. A requestor must request an "identifiable record" or "class of records" before an agency must respond to it. An "identifiable record" is one that agency staff can reasonably locate. Public records requests are not interrogatories. An agency is not required to conduct legal research for a requestor. When an agency receives a request for records "relating to" or similar request, it should seek clarification of the request from the requestor.

C. "Overbroad" Requests. An agency cannot deny a request for identifiable public records based solely on the basis that the request is overbroad. However, if such a request is not for identifiable records or otherwise is not proper, the request can still be denied. A request for all or substantially all records prepared, owned, used, or retained

by the city is not a valid request for identifiable records. A request for all records regarding a particular topic or containing a particular keyword is a valid request.

D. "Bot" Requests. The city may deny a bot request that is one of multiple requests from the same requestor to the city within a 24-hour period if the city establishes that responding to the multiple requests would cause excessive interference with other essential functions of the city. For purposes of this subsection, "bot request" means a request for public records that the city reasonably believes was automatically generated by a computer program or script.

E. Documenting Compliance. The city may number-stamp or number-label paper records provided to a requestor to document which records were provided. The city may also keep a copy of the numbered records so either the agency or requestor can later determine which records were or were not provided. If memorializing which specific documents were offered for inspection is impractical, the city may document which records were provided for inspection by making an index or list of the files or records made available for inspection.

2.52.090 Exemptions.

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. The city must describe why each withheld record or redacted portion of a record is exempt from disclosure. Requestors should be aware of exemptions, outside the Public Records Act, that restrict the availability of some documents held by the city of Gig Harbor for inspection and copying. The most current list of statutory exemptions and prohibitions from public disclosure adopted by the city is available at www.atg.wa.gov/sunshine-committee#Exemptions www.mrsc.org/publications/PRA06.pdf, and is hereby incorporated herein by reference. ~~At the time the ordinance codified in this chapter was adopted, this list of statutory exemptions was as set forth in Exhibit A, attached to the ordinance codified in this chapter and incorporated herein by this reference.~~ A copy of the most recent list of statutory exemptions will be provided by the city public records officer upon request.

2.52.100 Costs of providing copies of public records.

A. Inspecting Public Records. There is no fee for inspecting public records.

B. Costs for Obtaining Copies of Records.

1. The cost for photocopying, scanning or otherwise producing public records shall be established by fee schedule adopted by city resolution.
2. When providing electronic records, the City's practice is to make the records available using a link to an on-line file sharing folder. Upon written request, the City may consider providing electronic records via an alternative form of media (CD, DVD, flash drive), if such alternative is available to the City. In such instances, the City may charge the requestor the actual cost of the media requested.

23. The city may also charge actual costs of mailing, including the cost of the shipping container.

34. As an alternative to any fees imposed in the city's fee schedule, the city may charge a flat fee of \$2.00 if it reasonably estimates that the total fees otherwise incurred would exceed \$2.00. For a request processed in installments, this flat fee covers the cost of all installments.

C. Customized Service Charge. In addition to the fees set forth in the city's fee schedule, the city may charge a customized service charge if the city reasonably estimates that responding to the request will require special information technology expertise to prepare data compilations or provide customized electronic access services; provided, that the information technology expertise will not provide a service that the city would also use for other purposes. This charge cannot exceed the actual cost to the city of the services, and the city must provide a notice to the requestor before imposing that charge that explains the reasons for the charge, the specific services provided, and the estimated amount of the charge. The notice must also give the requestor an opportunity to modify his or her request to avoid the charge.

D. Estimate of Charges. Before incurring any charges associated with a request, a requestor may ask and the city will provide an estimate of total applicable charges before any charges incurred. The city will provide the requestor an opportunity to revise his or her request in order to avoid or reduce applicable charges.

E. Payment. Payment may be made by cash, check, debit, credit, or money order to the city.

F. Other Statutes. Other statutes govern charges for particular kinds of records including, but not limited to, RCW 46.52.085 (charges for traffic accident reports), RCW 10.97.100 (copies of criminal histories), RCW 3.62.060 and 3.62.065 (charges for certain records of municipal courts).

G. Fee Waiver. The city has the discretion to waive charges associated with requests. For administrative convenience, many agencies waive copying charges for small requests.

H. Deposit. Before beginning to make the copies, the public records officer ~~or designee~~ may require a deposit of up to 10 percent of the estimated costs of producing all the records selected by the requestor, including any copying, scanning, transmission and customized service charge. The public records officer ~~or designee~~ may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. Any unused deposit must be refunded to the requestor. When copying is completed, the city can require the payment of the remainder of the copying charges before providing the records.

2.52.110 Review of denials of public records.

A. Petition for Internal Administrative Review of Denial of Access. Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

B. Consideration of Petition for Review. The public records officer shall promptly provide the petition and any other relevant information to the city attorney to conduct the review. That person will immediately consider the petition and either affirm or reverse the denial within two business days following the city's receipt of the petition, or within such other time as agreed to by the city and the requestor.

C. Judicial Review. Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.