

AGENDA
GIG HARBOR CITY COUNCIL SPECIAL MEETING
Wednesday, June 1, 2022 – 2:00 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 Public Comment & Decorum section at the end of this agenda for information on options to make public comment.

CALL TO ORDER/ROLL CALL

NEW BUSINESS

1. Resolution 1247 Declaring the Nineteenth of June, Recognized as Juneteenth, as an Official City Holiday

Suggested Motion: Move to approve Resolution 1247 and authorize the Mayor to sign MOUs with Teamsters 117 (Non-Supervisory Unit) and Teamsters 313 (Supervisory Unit) recognizing Juneteenth as an official holiday.

- a) Report: City Clerk Josh Stecker
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Resolution 1247.pdf](#)

2. Resolution 1248 Adopting a Mitigation Plan for Wetland Impacts Associated with the Burnham Drive Phase 1A Project

Suggested Motion: Move to approve Resolution 1248

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

Documents:

[AGENDA BILL Resolution 1248.pdf](#)

3. Americas Water Infrastructure Act Reporting – Professional Services Contract

Suggested Motion: Move to approve and authorize the Mayor

to execute a Professional Services Contract with Carollo Engineers to support the City's water system planning efforts in an amount not to exceed \$87,692.

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

Documents:

[AGENDA BILL Carollo PSC.pdf](#)

ADJOURN

PUBLIC COMMENT & DECORUM

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.

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 she 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 making oral comment, written comments may be submitted to the City Clerk at cityclerk@gigharborwa.gov at least 4 hours in advance of the meeting start time. Written comments must include the words "FOR PUBLIC COMMENT" in the subject line of the email and must be able to be read within the 3-minute time limit. Persons submitting written comments must include their name and address with their comments. All written comments submitted in this manner will be included in the online packet for the meeting and will be forwarded to the Mayor and councilmembers for their review. Written comments will be read aloud during the meeting upon the request of the commenter.

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.

These guidelines are intended to promote an orderly system of holding a public meeting, to give every person an opportunity to be heard and to ensure that no individuals are embarrassed by voicing their opinions.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the City Clerk at cityclerk@gigharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.



**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: June 1, 2022

SUBJECT: Resolution 1247 Declaring the Nineteenth of June, Recognized as Juneteenth, as an Official City Holiday

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Resolution 1247 and authorize the Mayor to sign MOUs with Teamsters 117 (Non-Supervisory Unit) and Teamsters 313 (Supervisory Unit) recognizing Juneteenth as an official holiday.

BACKGROUND INFORMATION: Juneteenth is the oldest known celebration commemorating the end of slavery in the United States. Since its origin in 1865 in Galveston, Texas, the observance of June 19 (Juneteenth) as the African American Emancipation Day has spread across the United States and beyond.

The State of Washington codified the observance of Juneteenth in 2021 by including it in the list of state legal holidays listed in RCW 1.16.050. Since then, many cities in Washington State have formally adopted Juneteenth as an official holiday.

Official holidays are listed in the City's personnel regulations, which are amended by Resolution 1247. In addition, collective bargaining agreements with Teamsters 117 (Non-Supervisory Unit) and Teamsters 313 (Supervisory Unit) list recognized holidays to be observed. These agreements will be modified upon the approval of the MOUs attached.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:

1. Resolution 1247
 2. MOU with Teamsters 117 (Non-Supervisory Unit)
 3. MOU with Teamsters 313 (Supervisory Unit)
-

STRATEGIC PLAN PRIORITY: N/A

RESOLUTION 1247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE NINETEENTH OF JUNE, RECOGNIZED AS JUNETEENTH, AS AN OFFICIAL CITY HOLIDAY

WHEREAS, Juneteenth is the oldest known celebration commemorating the end of slavery in the United States; and

WHEREAS, since its origin in 1865 in Galveston, Texas, the observance of June 19 (Juneteenth) as the African American Emancipation Day has spread across the United States and beyond; and

WHEREAS, Juneteenth reminds us of the horrors of our country's past, commemorates African American freedom, acknowledges the resilience and determination that African Americans have shown, and pays homage to those who have paved the road to freedom in America; and

WHEREAS, Juneteenth is a day to recognize the contributions that African Americans have made to our state and country, is a chance to reflect on the progress that must continue to ensure that all have equal access and opportunity to participate fully in our society, is marked with celebrations, picnics, and family gatherings, and is a time for reflection and rejoicing, assessment, self-improvement and planning for the future; and

WHEREAS, the State of Washington codified the observance of Juneteenth in 2021 by including it in the list of state legal holidays listed in RCW 1.16.050;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor:

Section 1. The City Council hereby designates the nineteenth day of June, recognized as Juneteenth, as an official City holiday. If the holiday falls on a Saturday it shall be observed on the preceding Friday. If the holiday falls on a Sunday it shall be observed on the following Monday.

Section 2. The City of Gig Harbor Personnel Regulations are hereby amended to include Juneteenth as an official City holiday.

ADOPTED by the City Council of the City of Gig Harbor at a special meeting thereof, held this 1st day of June, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

Between

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION NO. 117 – NON-SUPERVISORY UNIT

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Gig Harbor (“City”) and Teamsters Local Union No. 117 representing the non-supervisory bargaining unit (“Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“CBA”) in effect through 2023 which recognizes the official holidays for non-supervisory unit employees; and

WHEREAS, the City desires to add an additional holiday commemorating Juneteenth on June 19 of each year;

NOW, THEREFORE, the parties agree as follows:

1. Article 4 of the CBA is hereby amended as follows:

The following holidays shall be recognized by the Employer:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (last 4 hours of shift)	December 24
Christmas Day	December 25
*2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Reasons of Faith or Conscience	(taken at employee's discretion)

*An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

2. This MOU shall be effective when signed by both parties. This MOU does not establish a past practice and shall not be cited as a precedent in any future dispute or grievance between the parties.

CITY OF GIG HARBOR

TEAMSTERS LOCAL UNION NO. 117

TRACIE MARKLEY, MAYOR

JOHN SCEARCY
SECRETARY – TREASURER

DATE

DATE

MEMORANDUM OF UNDERSTANDING

Between

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION NO. 313 – SUPERVISORY UNIT

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Gig Harbor (“City”) and Teamsters Local Union No. 313 representing the supervisory bargaining unit (“Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“CBA”) in effect through 2023 which recognizes the official holidays for supervisory unit employees; and

WHEREAS, the City desires to add an additional holiday commemorating Juneteenth on June 19 of each year;

NOW, THEREFORE, the parties agree as follows:

1. Article 7 of the CBA is hereby amended as follows:

The following holidays shall be recognized by the Employer:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (last 4 hours of shift)	December 24
Christmas Day	December 25
*2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for	(taken at employee's discretion)
Faith or Conscience	

*An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

2. This MOU shall be effective when signed by both parties. This MOU does not establish a past practice and shall not be cited as a precedent in any future dispute or grievance between the parties.

CITY OF GIG HARBOR

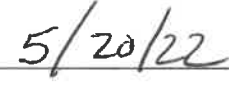
TEAMSTERS LOCAL UNION NO. 313

TRACIE MARKLEY, MAYOR



NICK LANSDALE
SECRETARY – TREASURER

DATE



DATE



**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: June 1, 2022

SUBJECT: Resolution 1248 Adopting a Mitigation Plan for Wetland Impacts Associated with the Burnham Drive Phase 1A Project

SUBMITTED BY: Marcos McGraw

DEPARTMENT: Public Works

PHONE: 853-2647

SUGGESTED MOTION: Move to approve Resolution 1248

BACKGROUND INFORMATION: The 2022 budget contains an objective for design, permitting, and construction of half-width roadway improvements on Burnham Drive between the Eagles Club and 96th Street (reference Steet Capital, Obj. #3). The project consists of new curbs, gutters, planter strip, a shared-use path, and replacement of the culvert under Burnham Drive south of 96th Street.

City Council approved a professional services contract with David Evans and Associates (DEA) on January 25, 2021. City staff worked with DEA to prepare design documents and permit applications for the project. In November 2021, we submitted local, state, and federal permit applications. The US Army Corps of Engineers responded with a request that we develop and submit a mitigation plan for the impacts to wetlands and wetland buffers.

City Staff presented to City Council during the Study Session on May 12, 2022. City Council directed city staff to prepare plans and documents to mitigate project impacts consisting of placement of a conservation easement over a portion of parcel #0221064046 west of the Cushman Trail and removing invasive plants.

FISCAL CONSIDERATION: None

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Resolution 1248

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly

RESOLUTION 1248

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A MITIGATION PLAN FOR WETLAND IMPACTS ASSOCIATED WITH THE BURNHAM DRIVE PHASE 1A PROJECT

WHEREAS, in April 2020, the City Council approved a professional services contract with David Evans and Associates (DEA) for professional engineering services consisting of development of preliminary alternatives for the Burnham Drive Phase 1A Project, which includes pedestrian and bicycle improvements along one side of Burnham Drive; and

WHEREAS, during the meeting held on November 9, 2020, the City Council directed staff to proceed with design, permitting, and construction of Alternative #3, which consists of new curbs, gutters, planter strip, a shared-use path along Burnham Drive with termini at the Eagles Club and 96th Street plus replacement of the culvert under Burnham Drive south of 96th Street; and

WHEREAS, on January 25, 2021, the City Council approved a professional services contract with DEA to create design and permit documents for Alternative #3, now known as the Burnham Drive Phase 1A Project; and

WHEREAS, City staff worked with DEA to submit local, state, and federal permit applications; and

WHEREAS, the US Army Corps of Engineers responded with a request that the city develop and submit a mitigation plan for the impacts to wetlands and wetland buffers; and

WHEREAS, on April 25, 2022, the US Army Corps of Engineers concurred that either of two mitigation plan options will be acceptable. Both options included preserving a portion of parcel # 0221064046 under a conservation easement; and

WHEREAS, on May 12, 2022, the City Council directed city staff to develop a mitigation plan consisting of placing a conservation easement on the westerly portion of parcel #0221064046, removing invasive plants from the same area of the parcel, and replanting that area with native vegetation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor:

Section 1. The City Council approves encumbrance of the area of parcel #0221064046 located west of the Cushman Trail with a conservation easement, as shown on Exhibit A.

ADOPTED by the City Council of the City of Gig Harbor at a special meeting thereof, held this 1st day of June, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

Remove Invasive
Plants & Replace w/
Native Vegetation

Stream

Treatment
Plant

Conservation Area

Cushman Trail

Parcels

050100

Feet

N

DAVID EVANS
AND ASSOCIATES INC.

**Cushman Trail
Mitigation Parcel**



**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: June 1, 2022

SUBJECT: Americas Water Infrastructure Act Reporting – Professional Services Contract

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with Carollo Engineers to support the City's water system planning efforts in an amount not to exceed \$87,692.

BACKGROUND INFORMATION: The City of Gig Harbor own and operates critical domestic water infrastructure that serves a majority of the City's residents. Certain requirements from both the Washington State Department of Health and the federal Environmental Protection Agency necessitate emergency planning documents of this critical infrastructure. Some of these documents, such as the City's Water System Plan, are public documents. Other, more sensitive documents, such as Risk and Resiliency Assessment and Emergency Response Plan, are not public documents.

During the City's Water System Plan update in 2018 the City was unaware that both the Water System's Risk and Resiliency Assessment and Emergency Response Plan would need to be updated by 2022. The EPA notified the City earlier in May through a Unilateral Administrative Order that these two documents are past due and the City will need to submit these documents in 90 days and 6 months, respectively, or face daily fines.

Carollo Engineering, who recently prepared the City's 2018 Water System Plan, has prepared Risk and Resiliency Assessments and Emergency Response Plans for many other water systems across the United States and is ready and willing to prepare these documents for the City in the timeline required by the EPA.

FISCAL CONSIDERATION: Failure to meet the required EPA deadlines may result in civil penalties up to \$58,328 per day.

Expenditure Required: \$87,692	Amount Budgeted: \$0	Appropriation Required: \$0
-----------------------------------	-------------------------	--------------------------------

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Professional Services Contract with Scope and Fee
 2. Environmental Protection Agency's Unilateral Administrative Order
-

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

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

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

RECITALS

WHEREAS, the City is presently engaged in America's Water Infrastructure Act Reporting and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eighty-Seven Thousand Six Hundred Ninety-Two Dollars and Zero Cents (\$87,692.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2022; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

5. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier, or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

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

7. Indemnification.

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

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

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

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

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

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

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

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

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

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Dave Sobeck, PE
Carollo Engineers, INC.
1200 Fifth Avenue, Suite 900
Seattle, WA 98101
206-538-5827

City of Gig Harbor
ATTN: Jeff Langhelm,
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2022.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Tracie Markley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Exhibit A

May 23, 2022

Jeff Langhelm, PE
Public Works Director
City of Gig Harbor

Subject: Scope for AWIA Risk and Resilience Assessment and Emergency Response Plan Update

Dear Mr. Langhelm:

The America's Water Infrastructure Act (AWIA) of 2018 requires water utilities in the United States serving over 3,300 customers to undertake a comprehensive assessment to better manage their risks and increase their resilience. The AWIA emphasizes a holistic approach to risk and emergency planning that evaluates each aspect of a water system to provide resiliency for all-hazards, including malevolent acts and natural hazards. As such, the assessment considers the physical security, operational procedures, water system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resilience of a utility and its water system assets.

The City of Gig Harbor's (City) customer base (per the US EPA SDWIS database) exceeds the AWIA minimum threshold and requires you complete and submit certification of a Risk and Resilience Assessment (RRA) and updated Emergency Response Plan (ERP). Per the May 3rd, 2022 email from Kate Abazis of the EPA, the City did not submit RRA certification prior to the June 30th, 2021 deadline, and was given five (5) business days from the receipt of the May 3rd email to submit certification. If certification was not submitted by May 10th, 2022, the City then had 90 days to complete and submit the RRA certification and 6 months from the RRA certification date to submit certification of the ERP Updates.

Carollo Engineers Inc. (Carollo) is pleased to provide this scope of services to support the City in achieving AWIA compliance. and we look forward to assisting you in positioning your water utility for a strong, secure future.

SCOPE OF WORK

This scope of work outlines Carollo and its subconsultant's Enterprise Protection Associates' proposed approach to completing the AWIA required RRA and ERP update for the City. Carollo and its subconsultant will be referred to as Consultant or Carollo interchangeably for the rest of the document.

AWIA 2018 emphasizes a holistic approach to risk and emergency planning that evaluates all parts of a water system to provide adequate resiliency for *all-hazards*, including malevolent acts and natural hazards. As such, this assessment must consider the physical security, operational procedures, water system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resiliency of the City and its water system assets.

Conducting a comprehensive RRA and integrating the results into an updated ERP is critical to ensuring a safe and reliable drinking water supply for your customers. Ultimately, the EPA will require certification from the City stating that your comprehensive RRA is complete 90 days from May 11th, 2022, and your ERP updates are completed within six months following submittal of the RRA. The work under this scope will provide the City with the due diligence process documentation required to meet these deadlines.

Delivery of the RRA and ERP scope of work will incorporate applicable guidelines from the following American Water Works Association (AWWA) guidance documents, among others:

- Risk and Resilience of Water and Wastewater Systems AWWA J100-10
- Security Practices for Operation and Maintenance, AWWA G430-14
- Emergency Preparedness Practices, AWWA G440-17
- Source Water Protection, AWWA G300

The RRA will build upon the City's existing planning documents as well as information obtained from site visits and collaboration with utility management, operations, maintenance, IT, and emergency response personnel. The intent is to update and build upon previously identified vulnerabilities, conduct additional analyses to identify other vulnerabilities, and develop updated mitigation and resiliency strategies.

The subsequent sections provide additional detail for each of the proposed tasks that collectively address the all-hazard requirements of the AWIA. Tasks 1 through 4 provide the process and information necessary for the City to develop the required RRA and ERP certifications.

Note – The original contract will only approve Phase 1 tasks. Phase 2 Tasks will be added as an amendment and included at a later date.

Base Scope Tasks

- Phase 1 Tasks:
 - Task 1 – Project Management and Meetings
 - Task 2 – Data Collection and Site Visits
- Phase 2 Tasks
 - Task 3 – Risk and Resilience Assessment
 - Task 4 – Emergency Response Plan Updates

Our team recognizes the need to collaborate with City staff in the execution and development of the RRA and ERP assessment and planning documents. Our previous experience has proven that the process of creating and implementing a plan is often as important and beneficial to the organization as the actual plan itself. City staff and other critical project stakeholders will need to be heavily involved throughout the project to give guidance, share expertise, provide historical perspectives, validate assumptions, and confirm that the direction of the assessment is consistent with the long-term direction of the utility.

GENERAL ASSUMPTIONS

The Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Consultant and the Consultant will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Consultant's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

The Consultant will complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Washington.

The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

The City will provide available information related to the project and as requested by the Consultant in a timely manner. The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.

Phase 1 Scope Tasks

Task 1 – Project Management and Meetings

Carollo will coordinate project meetings and workshops to support the successful delivery of the water system RRA and ERP update. A variety of meetings and workshops will be required as part of the project. Initial efforts will focus on site visits and meetings with key stakeholders (i.e. utility management, operations, IT, etc.). As the project progresses, the focus will transition to draft document review. Carollo will coordinate meetings, prepare agendas, and conduct the meetings, as well as document the decisions and action items. Note that quantity, duration, and location of the proposed meetings are subject to change based on the project progress and other ancillary factors.

Task 1.1 – Project Management/Coordination

This task includes project management activities, submittal of monthly progress reports, and overall coordination and assistance. Efforts associated with this task include production and implementation of the project plan and management of the project schedule, and budget. This task also includes preparation and submittal of monthly progress reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. The monthly progress reports will be submitted electronically via email (PowerPoint or MS Word). This task includes 12 hours of additional coordination to meet the City's tight schedule for certification.

Task 1.2 – Kickoff/Visioning/Facility Prioritization Workshop

Carollo will facilitate a Project Kickoff/Visioning Meeting with City staff. The meeting will be designed to accomplish several objectives:

- Ensure the entire team has a thorough understanding of the key project goals and performance expectations, as well as the AWIA requirements.
- Develop an understanding of the methodologies and guidance documents to be followed for the RRA and ERP preparation.
- Confirm the schedule milestones and any required coordination with other on-going and/or future planning, design or construction efforts.

- Review the City's existing security, emergency response, and emergency/disaster planning approaches, and discuss desired enhancements as it relates to the water system.
- Discuss each of the existing system assets to better understand the specific materials, processes, information, and equipment that are to be protected and the operational priorities of each.
- Present the methodology for the efforts to be completed for the remainder of the project.
- Identify key project stakeholders.
- Identify critical system assets.

Task 1.3 – Monthly Progress Meetings

Carollo will conduct monthly progress meetings to discuss the project status including plan development, required decisions, upcoming activities, budget status, and overall project schedule. Monthly meetings will cover progress for both the risk and resiliency assessment and emergency response planning updates. Meetings will typically be conducted via teleconference, Skype, or Webex. Up to eight (8) 30-mins monthly meetings are planned as part of this task.

Task 1.4 – Stakeholder Meetings

As part of the kick-off meeting, the team will work with the City to schedule subsequent meetings with other key project stakeholders that may have critical input into the recommendations developed as part of the planning effort. These groups may include operations and maintenance staff, IT staff, local law enforcement/first responders, and the U.S. Department of Homeland Security (DHS). In addition, the team will facilitate meetings with elements of the critical dependencies identified in the ERP (i.e. power providers, chemical suppliers, etc.). Carollo will distribute an agenda prior to each meeting and will provide meeting minutes to all participants. Carollo will attempt to schedule these meetings in conjunction with other project meetings or site visits to promote efficiency.

Task 1 Deliverables

- Monthly progress reports (electronic)
- Meeting agendas, materials, and minutes (electronic PDFs)

Task 2 – Data Collection and Site Visits

Task 2.1 – Data Collection

Carollo will submit an initial data request in advance of the project kick-off meeting. The list will be prioritized based on the needs at various stages of the project. The request will include all available documentation related to security, emergency, and disaster response planning, including, but not limited to:

- Vulnerability Assessments
- Threat Assessments
- Emergency Response Plans
- Cyber Security Plans
- Business Continuity Plans
- Contracts
- Security Policy

- Documented Procedures
- Utility and/or Departmental requirements
- Existing operational documentation
- Existing master planning or resiliency related documentation

The initial data request will be discussed during the kickoff meeting and will likely lead to follow-up discussions and additional data requests. This information will be critical to promoting efficiency and facilitating discussion with key project stakeholders. Note that Carollo may already have some of the information required to complete the AWIA work and will collect this information prior to submitting the data request to minimize the City's efforts.

Task 2.2 – Site Visits

As part of the kick-off meeting and goal setting activities outlined in Task 2, Carollo will work with the City to develop a schedule to visit each of the facilities/assets that are part of the system. The site visits will be scheduled over 1 to 2 days. While Carollo has an understanding of some of your assets, the intent is to visit each asset with utility personnel to better understand the assets being protected, their operational value, and any anecdotal information that may assist in the completion of the subsequent planning efforts. Carollo will document the results of each visit (including site photos) for use in the subsequent assessment effort.

Task 2 Deliverables

- Data request log (electronic PDF)
- Site Visit Report (electronic PDF)

Phase 2 Scope Tasks

Task 3 – Risk and Resilience Assessment

As part of this task, Carollo will conduct an RRA of the City's water system. The efforts will also include determination of potential threats and consequences which will serve as the baseline for update of the existing ERP. The assessment will cover critical water system assets, including people, equipment, systems, materials, supplies, and records.

A prioritization of threats, assets, and vulnerabilities of the system will also be included. The information gathered as part of Tasks 1 and 2 will serve as the baseline for the evaluation and any subsequent recommendations. The City's water related assets, including storage tanks, pumping stations, PRVs, groundwater wells, distribution system piping, etc., will be included in the analysis.

The general methodology for the effort is outlined in the following series of subtasks – each serving an important role in identifying the existing threat, existing level of security, desired level of security, and the potential gap to be addressed. The intent of the effort will be to provide the City with the information needed to comply with the AWWA J100 and G430 requirements, as well as other applicable industry accepted standards provided by the American National Standards Institute (ANSI) and AWWA. Note that

these documents are currently identified by AWWA as the best available standards for compliance with the AWIA requirements.

Task 3.1 – Characterize Assets

The goal of this task is to confirm and characterize the City's water system assets. In addition to the system assets listed above, the team will work with your staff to identify any changes that may occur in the system over the next 5 to 10 years, which may impact the current operation or the ultimate recommendations of the plan. These changes may be associated with a new or modified asset, or may reflect changes in the operational approach which could impact the criticality of an asset.

This task also includes decisions regarding which facilities to include in the analysis process. As the required AWIA threat analysis only requires inclusion of **Critical Assets**, only the assets identified as critical will be carried forward as part of the evaluation.

In general, a critical asset is defined as one whose absence or unavailability would significantly degrade the ability of a utility to carry out its mission or would have unacceptable financial, political, or environmental consequences for the owner or community. As part of the evaluation, the team will consider each asset through three lenses:

- **Human:** Describes the severity of the human loss or injuries if that asset is attacked or contaminated.
- **Financial:** Describes the amount of money that the owner would have to spend to repair or replace that asset if it was attacked.
- **Regional:** Describes the effect on the surrounding community if the utility were unable to provide service due to an attack on that asset.

Each asset will be ranked based on each of these factors and compared against the other assets. At the end of this step, the intent is to determine which assets, if compromised by malevolent or natural hazards would result in:

- Lengthy or widespread inability to complete the organization's mission
- Injuries, fatalities, or detrimental economic impacts to the City or associated communities

Throughout the process, the team will leverage and verify existing information including any previous Vulnerability Assessments, ERPs, and other security related information/documentation.

Significant input is expected from City personnel, including operators, management, IT and finance, in order to complete this task. The asset characterization discussion will take place as part of the kickoff meeting to assist in meeting the accelerated delivery schedule.

Task 3.2 – Characterize Threats (J100 methodology to define threat-asset pairs)

This task includes determining which threats and hazards to consider, and specifying those threats/hazards in enough detail to drive the risk/resilience analysis. Evaluations will be based on an all-hazards approach, which includes internal and external threats, such as disgruntled employees or employees engaged in criminal activities, cyber and financial related threats, as well as potential threats associated with natural disasters and proximity and dependency hazards. The J100 methodology will be employed to define threat-asset pairs, which are reference threats paired together with system assets.

Task 3.3 – Identify and Analyze Consequences

Consequence analysis estimates the losses that result from each specific threat or hazard when applied to each critical asset. The intent of this task is to estimate the human losses, economic losses, and service denials associated with each threat-asset pair identified for analysis in the previous task.

To accomplish this, the process involves making a worst reasonable case assumption in the analysis, i.e. what is the worst number of fatalities or injuries that could occur from a reasonable threat, based on a particular threat-asset pair? What is the potential financial loss for that pair? What could the service denial be? The answers are provided via “Consequence Bins,” which represent estimates that must be determined through discussion with local personnel. Carollo will facilitate one (1) workshop to develop the consequences for each critical threat-asset pair.

Task 3.4 – Vulnerability Analysis

This task provides an estimation of the likelihood that a threat or hazard, given it occurs, will cause the consequences estimated in the previous task. The vulnerability analysis will include both malevolent threats and natural hazards in the likelihood estimations.

The analysis is conducted for each threat-asset pair, by asking these questions:

- What existing security and resilience features are available?
- What gaps exist in the security or resilience profile that could be exploited?
- What weaknesses within the system would result in system failure because of a natural hazard?
- What is the probability or frequency expected of these consequences?

Since the methodology above considers only the most critical sites, a series of sub-steps are necessary for each critical site. This task will consider the following sub-steps:

- Review of existing security and resilience profile, per site.
- Analysis of the vulnerabilities.
- Documentation of the methodology and results.
- Recording of the vulnerability estimates as point estimates.

Task 3.5 – Analyze Threats

As part of this task, Carollo will estimate the likelihood that a specific threat or hazard will occur for a given asset. This analysis will consider the historical frequency of both natural and man-made hazards. For natural hazards, the frequency can be estimated with readily available data from annexes to the AWWA J100 documentation. The malevolent hazard information will be collected using one of several available measures, likely a best estimate from a knowledgeable and qualified team (i.e. the Carollo team working in concert with City staff).

Task 3.6 – Risk and Resilience Analysis

This task includes a calculation of both risk and resilience for specific threat-asset pairs. Carollo will use formulas from the AWWA J100 standard to establish a quantifiable level of risk and resilience for each asset pair. The outcome of this task is a numerical aggregation of risk and resilience factors for each threat-asset pair, which assumes that all the threats and hazards have been included and are mutually exclusive (i.e. no

two will happen in the same year). Carollo will facilitate one (1) workshop to review the risk analysis results with the City.

Note that this task also includes the risk to, and resilience of:

- Current monitoring practices of the system.
- Operations and maintenance of the system.
- Overall financial infrastructure.
- Pipes, constructed conveyances, and other distribution system assets characterized as part of Task 3.1.

Task 3.7 – Evaluation of Existing City Practices

Carollo will obtain a majority of the required information associated with existing practices from prior tasks, but will likely require additional information related to the City's practices across the organization. The intent of this task is to create a better picture of the City's AWWA G340 conformance as part of a holistic approach to system risk and resilience. The AWWA G430 standard outlines the minimum requirements for a security program promoting protection of employees, public safety, health, and confidence.

Task 3.8 – AWWA G340 Narratives

The intent of this task is to evaluate each of the fourteen components of the G430 standard and provide a compliance narrative based on the previous tasks and an evaluation of existing City practices. A majority of the information required for the G430 analysis is organizational material. Consequently, this evaluation will be highly collaborative, involving a variety of City staff. The conformance narratives will be compiled into a tech memo and will be submitted to the City for review. One (1) workshop is planned to review the draft memo and receive comments. Comments will be incorporated into a final AWWA G430 Assessment Tech Memo that will be included as an Appendix to the baseline RRA report to allow the City to distribute this more general guidance document to a larger audience, while protecting the other, more confidential sections of the report.

Task 3.9 – Risk and Resilience Assessment Report

Using the information generated during the previous tasks, Carollo will develop a Risk and Resiliency Report. The Risk and Resiliency Report is anticipated to have the following chapters:

EXECUTIVE SUMMARY	Summarizes the key points of all RRA sections
INTRODUCTION	Outlines the City's RRA goals and the planning methodology used for the risk and resilience assessment.
CHARACTERIZE ASSETS	Includes initial screening and asset prioritization for each water system asset based on security and operational risks.
CHARACTERIZE THREATS	Summarizes the threat characteristics of an attack or event, including goals objectives, attack vectors, tactics, etc. for each asset. The profile will take an all-hazards approach, assessing internal, external, and natural hazards.

IDENTIFY AND ANALYZE CONSEQUENCES	Estimates the human and economic losses and service denial associated with each threat-asset pair identified in the threat characterization chapter.
VULNERABILITY ANALYSIS	Presents an analysis of existing security and resiliency features, any gaps that exist in the security profile, weaknesses in the system, and probability of expected consequences.
ANALYZE THREATS	Provides an estimate of the likelihood each specific threat or hazard will occur for a given asset. This is the last element of the risk and resilience component that drives the methodology
RISK AND RESILIENCE ANALYSIS	Provides steps for calculating both risk and resilience for specific threat-asset pairs.

The draft report will be submitted to the City for review. One workshop is planned to review the draft report and receive comments from the City. Comments will be incorporated into the final RRA Report.

Task 3 Deliverables

- RRA Review Meeting agenda, materials, and minutes, and comment log (1 electronic PDF for each)
- Draft AWWA G430 Assessment Tech Memo (electronic PDF)
- Final AWWA G430 Assessment Tech Memo (to be added as an appendix to the RRA Report)
- Draft RRA Report (1 electronic PDF and 3 hardcopies)
- Final RRA Report with Appendices (1 electronic PDF and 3 hardcopies)

Task 4 – Emergency Response Plan Updates

The City's existing ERP will be utilized as a baseline for the ERP related requirements outlined by AWIA. The updates will be based on the information gathered, and risk and resilience gaps identified as part of the RRA development. This task will include identifying recommended modifications to the existing ERP. The team will complete interviews with selected City staff and emergency responders to gather information regarding their current capability to react to disaster situations, and better understand the current capabilities. The team will also review the assessment of the threats from malevolent hazards and natural disasters developed as part of the RRA to understand and develop critical system dependencies. The results of the analysis will be used to provide updates to the existing ERP document.

To meet current requirements of AWIA, this task will include the development of the following:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can significantly lessen the impact of a malevolent act or natural hazard on the public health, safety and supply of drinking water provided to communities;

- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

This effort will generate updates to the existing ERP which meet the requirements for compliance with AWIA 2018. This task will mostly consist of using the City's current document (2016 CEMP), move it to MS word for editing and bring it up to speed where necessary to align with their RRA. No major re-organization or reformatting is anticipated. The ERP Updates will be submitted to the City for review. One (1) additional workshop is planned to review the document and receive comments. Comments will be incorporated into the updated ERP Report.

Task 4 Deliverables

- Updated ERP Recommendations Review Meeting agenda, materials, and minutes, and comment log (1 electronic PDF for each)
- Updated ERP Report (1 electronic PDF)

PROJECT SCHEDULE

The estimated total project durations for delivery of the AWIA compliance letters to the City are:

- Draft RRA report: August 9, 2022 (to meet certification deadline).
- Update ERP: February 9, 2023 (6 months after RRA certification).

Delivery milestones for any optional tasks selected by the City will be negotiated with the City, as part of the approval process.

COMPENSATION

Work on the Base Scope Tasks will be performed as described on basis of time and materials, as outlined in the attached fee estimate.

Work shall not be performed in excess of the not-to exceed ceiling without written authorization from the City's Project Manager.

BASIS FOR SCOPE OF SERVICES AND COMPENSATION

The scope and fee for this planning effort is based on the following assumptions:

1. City will provide electronic copies of all existing security, emergency response, and disaster planning information, as well as all other requested data to Carollo within 10 business days of the kick-off meeting, or as noted on the associated data collection form.
2. City will provide site plans of all assets for use in creating figures to support the planning reports in native or .PDF format.
3. City will assist Carollo in scheduling meetings with all relevant project stakeholders.
4. City staff will escort Carollo staff on all site visits.
5. City staff will provide comments on all draft documents within 10 business days of receipt.

Page 11

6. Carollo will establish a secure file transfer system for document management associated with the project.
7. A Continuity of Operations Plan (COOP) update is not included in this scope of services.
8. The proposed cyber security assessment will be designed to meet the requirements of AWIA. A full cyber security evaluation will not be performed as part of this scope.

We look forward to discussing the proposal with you at your earliest convenience.

Sincerely,

CAROLLO ENGINEERS, INC

Dave Sobeck, P.E.
Senior Vice President

Enclosures: Fee Schedule

Carollo Engineers, Inc. Fee Schedule

May 18, 2022

									PROJECT EXPENSES				
Task # Task Description		Project Role	Project Manager/Quality Manager	Project Engineer	Security Engineer	Resiliency Evaluations	Technical Editor	Firm					
		Labor Category	Principal Professional	Lead Project Professional	Lead Project Professional	Lead Project Professional	Document Processing						
		Project Team Member	Dave Sobeck	Aurelie Nabonnand	George Whitten	Sarah Deslauriers	-						
		Firm	Carollo	Carollo	Carollo	Carollo	Carollo	LABOR TOTAL		Carollo PECE	Carollo Other Direct Costs	Enterprise Protection Associates	
		\$228	\$176	\$176	\$196	\$110	Hours	Dollars	\$13.00				TOTAL LABOR & EXPENSES
TASK 1 - PROJECT MANAGEMENT AND MEETINGS		28	18	24	8	0	78	\$ 15,344	\$1,014	\$ -	\$ 4,680	\$ 5,694	\$ 21,038
1.1	Project Management/Coordination	20	8	12	0	0	40	\$ 8,080	\$520	\$ -	\$ -	\$ 520	\$ 8,600
1.2	Kickoff/Visioning/Facility Prioritization Workshop	2	2	4	0	0	8	\$ 1,512	\$104	\$0	\$780	\$884	\$ 2,396
1.3	Monthly Progress Meetings	4	4	4	4	0	16	\$ 3,104	\$208	\$0	\$780	\$988	\$ 4,092
1.4	Stakeholder Meetings (Operations, IT, local first responders, DHS, etc.)	2	4	4	4	0	14	\$2,648	\$182	\$0	\$3,120	\$3,302	\$5,950
TASK 2 - DATA COLLECTION AND SITE VISITS		0	12	2	4	0	18	\$3,248	\$234	\$100	\$6,260	\$6,594	\$9,842
2.1	Data Collection	0	2	2	4	0	8	\$1,488	\$104	\$0	\$2,340	\$2,444	\$3,932
2.2	Site Visits	0	10	0	0	0	10	\$1,760	\$130	\$100	\$3,920	\$4,150	\$5,910
AWIA COMPLIANCE PHASE 1		28	30	26	12	0	96	\$18,592	\$1,248	\$100	\$10,940	\$12,288	\$30,880
TASK 3 - RISK AND RESILIENCE ASSESSMENT		12	8	52	28	16	116	\$20,544	\$1,508	\$400	\$17,940	\$19,848	\$40,392
3.1	Characterize Assets	2	0	2	0	0	4	\$808	\$52	\$0	\$780	\$832	\$1,640
3.2	Characterize Threats (J100 methodology to define threat-asset pairs)	0	0	2	4	0	6	\$1,136	\$78	\$0	\$780	\$858	\$1,994
3.3	Identify and Analyze Consequences	2	0	8	4	0	14	\$2,648	\$182	\$0	\$1,560	\$1,742	\$4,390
3.4	Vulnerability Analysis	0	0	4	4	0	8	\$1,488	\$104	\$0	\$2,340	\$2,444	\$3,932
3.5	Analyze Threats	0	0	4	4	0	8	\$1,488	\$104	\$0	\$1,560	\$1,664	\$3,152
3.6	Risk and Resiliency Analysis	4	0	8	4	0	16	\$3,104	\$208	\$0	\$3,120	\$3,328	\$6,432
3.7	Evaluation of Existing City Practices	0	0	4	0	0	4	\$704	\$52	\$0	\$2,340	\$2,392	\$3,096
3.8	AWWA G340 Narratives	2	4	4	0	8	18	\$2,744	\$234	\$0	\$2,340	\$2,574	\$5,318
3.9	Risk and Resilience Assessment Report	2	4	16	8	8	38	\$6,424	\$494	\$400	\$3,120	\$4,014	\$10,438
TASK 4 - EMERGENCY RESPONSE PLAN UPDATES		4	2	8	6	24	44	\$6,488	\$572	\$0	\$9,360	\$9,932	\$16,420
4.1	Emergency Response Plan Updates	4	2	8	6	24	44	\$6,488	\$572	\$0	\$9,360	\$9,932	\$16,420
AWIA COMPLIANCE PHASE 2		16	10	60	34	40	160	\$27,032	\$2,080	\$400	\$27,300	\$29,780	\$56,812
AWIA COMPLIANCE TASKS TOTAL		44	40	86	46	40	256	\$45,624	\$3,328	\$500	\$38,240	\$42,068	\$87,692



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
1200 Sixth Avenue, Suite 155
Seattle, WA 98101

ENFORCEMENT &
COMPLIANCE ASSURANCE
DIVISION

Reply To: 20-C04

RETURN RECEIPT REQUESTED

Mr. Jeff Olsen
Gig Harbor Water Department # WA5327600
3510 Grandview Street
Gig Harbor, Washington 98335

Re: In the Matter of: Gig Harbor Water Department (PWS ID No. WA5327600)
Docket No. SDWA-10-2022-0094

Dear Mr. Olsen:

Enclosed you will find the Unilateral Administrative Order ("Order") referenced above. As you are aware, the Order establishes a schedule for Gig Harbor Water Department to comply with the America's Water Infrastructure Act requirements to complete a Risk and Resilience Assessment and prepare or revise, where necessary, an Emergency Response Plan.

While I anticipate compliance with the Order, I want to make you aware that a violation of an Administrative Order may subject the violator to an administratively assessed civil penalty of up to \$58,328 (periodically adjusted for inflation) per day of violation.

Thank you for your prompt response and continued cooperation resolving this matter. If you have any questions about this matter, how to respond to the Order or need technical assistance please contact Kate Abazis, Compliance Officer, Enforcement and Compliance Assurance Division, at (206) 638-7933 or abazis.kate@epa.gov.

Sincerely,

**EDWARD
KOWALSKI**

Digitally signed by
EDWARD KOWALSKI
Date: 2022.05.23
15:26:01 -07'00'

Edward J. Kowalski
Director

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:
Gig Harbor Water Department
3510 Grandview Street
Gig Harbor, Washington 98335
PWS ID No. WA5327600

DOCKET NO.
SDWA-10-2022-0094
ADMINISTRATIVE ORDER

STATUTORY AUTHORITY

The following findings are made and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 1414(g) of the Safe Drinking Water Act (SDWA), 42 U.S.C Section 300g-3(g), and duly delegated to the undersigned Director of the Enforcement and Compliance Assurance Division of Region 10.

FINDINGS

1. City of Gig Harbor, PWS ID No. WA5327600, (Respondent) owns and/or operates the “public water system” (PWS), as defined by Section 1401(4) of the SDWA, 42 U.S.C. § 300f(4), and 40 C.F.R. §141.2, of Gig Harbor Water Department located in Gig Harbor, Washington.
2. Respondent is a “supplier of water” within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. §300f(5), and 40 C.F.R. §141.2.
3. Respondent is a “person” within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. §300f(12) and is subject to an administrative order issued under Section 1414(g)(1) of the SDWA, 42 U.S.C. §300g-3(g)(1).
4. The Respondent’s PWS provides piped water for human consumption and regularly serves at least 15 service connections and/or at least 25 residents, and is therefore a “community water system” (CWS) as defined by 1401(15) of the SDWA, 42 U.S.C. §300f(15), and 40 C.F.R. §141.2.
5. On October 23, 2018, the SDWA was amended in accordance with the America’s Water Infrastructure Act of 2018 (Public Law 115-270). Among other things, AWIA amended SDWA Section 1433’s CWS risk and resilience provisions, 42 U.S.C. §300i-2.
6. Section 1433 of the SDWA is an “applicable requirement” as defined in Section 1414(i) of the SDWA, 42 U.S.C. §300g-3(i).

7. The Washington State Department of Health (WADOH) administers the Public Water Supply Supervision Program in Washington pursuant to Section 1413 of the SDWA. However, EPA has primary enforcement responsibility for Section 1433 of the SDWA.
8. Section 1433(a) of the SDWA requires a CWS serving a population of greater than 3,300 persons to conduct a Risk and Resilience Assessment (RRA) of its system, including an assessment of:
 - a. the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system;
 - d. the financial infrastructure of the system;
 - e. the use, storage, or handling of various chemicals by the system; and
 - f. the operation and maintenance of the system.
9. Section 1433(a)(3)(A) of the SDWA required a CWS serving 3,301-49,999 persons to submit its certification to the EPA Administrator that it conducted its RRA on or before June 30, 2021.
10. Respondent's CWS serves a population of over 3,301-49,999 people.
11. Based on information available to EPA, the Respondent has failed to certify that it has conducted the RRA, as specified in Section 1433(a)(3)(A) of the SDWA, 42 U.S.C. §300i-2, for the Gig Harbor Water Department Water System, in violation of Section 1433(a).
12. Section 1433(b) of the SDWA requires a CWS serving a population greater than 3,300 persons to prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. Therefore, Respondent's deadline for submitting certification to the EPA Administrator that the ERP has been completed and/or revised was December 31, 2021.
13. Based on information available to EPA, the Respondent has failed to certify that it has prepared and/or revised its ERP, as specified in Section 1433(b) of the SDWA, 42 U.S.C. §300i-2, for the Gig Harbor Water Department Water System, in violation of Section 1433(b).
14. EPA is issuing this Order to address the violations enumerated above and to place the Respondent on an enforceable schedule to comply with the requirements of Section 1433 of the SDWA.

ORDER

Based on the foregoing FINDINGS, and pursuant to the authority of Section 1414(g) of the SDWA, EPA hereby ORDERS:

15. Within 90 days of the effective date of this Order, Respondent shall submit its certification for the completion of their CWS's RRA, as required by Section 1433(a) of the SDWA, to the EPA Administrator. Respondent shall submit the certification electronically using the following link: <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>
16. Within 6 months of the effective date of this Order, Respondent shall submit its certification for the CWS's ERP, as required by Section 1433(b) of the SDWA, to the EPA Administrator. Respondent shall submit the certification electronically using the following link: <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>
17. Respondent shall comply with all remaining requirements of Section 1433 of the SDWA based on the schedules specified in the Act.

GENERAL PROVISIONS

18. Notwithstanding Respondent's compliance with any requirement of this Order, Respondent's failure to comply with the requirements of the SDWA and the rules in Part 141 of the Code of Federal Regulations may subject Respondent to additional enforcement actions, including administrative and judicial actions for injunctive relief and/or penalties.
19. This Order shall not prohibit, prevent, or otherwise preclude EPA from taking action it deems appropriate to enforce the SDWA in any manner and shall not prohibit, prevent, or otherwise preclude EPA from using this Order in subsequent administrative or judicial proceedings. Nothing in this Order shall constitute a waiver, suspension or modification of the requirements of the SDWA, or the rules and regulations promulgated thereunder that remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or any criminal action otherwise authorized under the SDWA or other law.
20. Violation of any terms of this Order may subject Respondent to a civil penalty of up to \$58,328 (periodically adjusted for inflation) per day of violation. 42 U.S.C. 300g-3; 40 C.F.R. Part 19.

21. This Order does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, state or local law.
22. This Order constitutes final agency action. Respondent may seek federal judicial review of this Order pursuant to section 1448(a) of the Act, 42 U.S.C. 300j-7(a).
23. The EPA may modify this Order. The EPA will communicate any modification(s) to Respondent in writing and they shall be incorporated into this Order.
24. The provisions of this Order shall be deemed satisfied upon Respondent's receipt of written notice from the EPA that Respondent has demonstrated, to the satisfaction of EPA, that the terms of this Order have been satisfactorily completed.
25. This Administrative Order shall take effect upon the date of signature of the Director, Enforcement and Compliance Assurance Division.

EDWARD
KOWALSKI

Digitally signed by
EDWARD KOWALSKI
Date: 2022.05.23
15:28:10 -07'00'

Edward J. Kowalski, Director
Enforcement and Compliance Assurance Division