

SERVICES CONTRACT

THIS CONTRACT, made and entered into effective as of January 1, 2025 (“EFFECTIVE DATE”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and **Pierce Conservation District**, (hereinafter may be referred to as “CONTRACTOR” or “SUPPLIER” or “PCD”);

The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington, authorizes agreements between jurisdictions to cooperate on a basis of mutual advantage to provide services and facilities in a manner that will accord best with geographic, economic, and other factors influencing the needs and development of local communities. The PCD and CITY have authority to enter into an interlocal agreement pursuant to Interlocal Cooperation Act and desire to do so for the purposes specified herein. No property will be acquired or held and no joint board will be created pursuant to this Agreement. This Agreement will supercede and replace the prior interlocal agreement between the parties.

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services

The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting of implementing volunteerism, stewardship and stormwater management activities as they relate to community awareness, behavior change, green stormwater infrastructure, stewardship, and education and outreach within the CITY as described in Exhibit A attached hereto and incorporated herein. The geographic area receiving services defined in this Agreement consists of the work area project locations within the corporate boundaries of the CITY whether located on public right-of-way or privately owned property.

City of Tacoma Roles:

- Participate in Public Environmental Partnership
- Provide feedback and input on draft guidance materials
- Provide in-kind services for Depave projects such as TAGRO products, pavement recycling, site preparation, trees
- Help identify and prioritize areas in Tacoma’s communities, schools, neighborhoods, and parcels for projects
- Leverage existing CITY experience/contacts for "in-language" focus group works
- Help identify and select local Community Based Organizations (CBOs) as outreach partners
- Support/participate in outreach within jurisdiction as appropriate
- Support incorporation of needs/assumptions into local plans
- Collaborate among city departments to create connections with existing City of Tacoma efforts
- Participate as a grant reviewer for PCD’s overall mini grant program

Pierce Conservation District Roles:

- Serve as overall project manager for Participate in Public Environmental Partnership
- Manage project budgets

- Contract with consultant/s and contractors, as needed
- Subcontract with Community Based Organizations (CBOs)
- Identify priority census tracts/community areas
- Support/participate in outreach within jurisdiction as appropriate
- Support incorporation of future needs/assumptions of these programs into jurisdictional plans
- Work with the CITY and other jurisdictions in region to identify local community organizations in eligible neighborhoods as potential partners
- Co-lead volunteer program closely with City staff
- Annually report on implementation and contractor/community organization oversight
- Convene/facilitate meetings for the team as needed

2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit A and B, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit A, Exhibit B.

3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. Term

All services shall be satisfactorily completed on or before December 31, 2026 and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

5. Renewals

At CITY's sole option, the Term of this Contract may be renewed for additional 2 YEAR periods unless otherwise terminated in accordance with this Agreement. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

6. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event

CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

7. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract on the basis of EXHIBIT B.

8. Prevailing Wages

- A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

9. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$611,878 plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

10. Payment

CONTRACTOR shall submit quarterly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

11. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City, in its sole discretion, will determine the method of payment for this Contract.

12. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income

tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

13. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

14. Reliance on CITY Provided Data or Information

If CONTRACTOR intends to rely on information or data supplied by CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of CITY.

15. Contract Administration

Elizabeth Matteri, Natural Resources Analyst, Associate, Science and Engineering, Environmental Services] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

16. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

17. Records Related to Performance of Contract

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract. Upon City's request CONTRACTOR shall provide to CITY any and all records or documents related to the performance of this Contract that CITY deems to be public records responsive to a

request made to the CITY pursuant to the Washington State Public Records Act, Chapter 42.56 Revised Code of Washington.

18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of 6 years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<p>CITY</p> <p>Name: Lizzy Matteri</p> <p>Title: Restoration Ecologist</p> <p>Address: 326 East D Street, Tacoma, WA 98445</p> <p>Telephone No.: 253-325-1393</p> <p>E-mail: Lmatteri@cityoftacoma.org</p>	<p>CONTRACTOR</p> <p>Name: Melissa Buckingham</p> <p>Title: Program Director of Water Quality and Climate Resiliency</p> <p>Address: 308 West Stewart Ave, Puyallup, WA 98371</p> <p>Telephone No.: 253-325-8821</p> <p>E-mail: MelissaB@PierceCD.org</p>
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20. Termination

A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

B. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay

the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.
- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- E. CITY and CONTRACTOR may mutually agree in writing to terminate this Contract effective at the end of a 2-year renewal period if it is in the best interests of the parties.

21. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Federal Funds

If federal funds will be used to fund, pay or reimburse all or a portion of the services or deliverables provided under the Contract, the terms and conditions set forth at Appendix A to this Contract are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract. If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, Appendix B, "Sub-recipient Information and Requirements" must be completed and incorporated into and made part of this Contract.

23. Taxes

Unless stated otherwise herein, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any

manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

24. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

25. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

26. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

27. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by CITY to identify a deficiency in the insurance documentation provided by CONTRACTOR or failure of CITY to demand verification of coverage or compliance by CONTRACTOR with these insurance requirements shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

28. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

29. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

30. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-

section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

31. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

32. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement

This Contract and the attached Exhibits and Appendices, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. This Contract will supercede and replace the Interlocal Agreement, executed May 9, 2022, in its entirety and is hereby terminated pursuant to Section VIII of that agreement. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

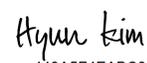
Modification

No modification or amendment of this Contract shall be effective unless set forth in a written and executed Amendment to this Contract.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:

Signature:

Signed by:

449A5F4EABC3452...

Name: Hyun Kim

Title: Acting City Manager

CONTRACTOR:

Signature:

DocuSigned by:

3B59E8595C6C414...

Name: Dana Coggon

Title: ED Pierce Conservation Dist

(City of Tacoma use only - blank lines are intentional)

Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Kristin Michelle Lamson

Approved By:  Elizabeth Matteri

Approved By:  John Burk

Approved By:  Geoffrey M. Smyth, P.E.

Approved By:  Hyun Kim

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX A
FEDERAL FUNDING

1. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay

for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

4. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

5. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

6. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract is incorporated into this Contract.

8. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **CONTRACTOR** shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

Supplier certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier, by Contract signature, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency by this action: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency		(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		

Exhibit A

Scope of Work and Project Budget

Public Environmental Partnership

Task 1 – Management of the Public Environmental Partnership

Staff from the Pierce Conservation District (PCD) and the City of Tacoma's (CITY) Department of Environmental Services will be involved in implementing the programs coordinated under this coordinated Tacoma – Pierce Conservation District Public Environmental Partnership (PEP). Several of these programs are critical to compliance with the Phase I Municipal Stormwater Permit (permit) and are in alignment with City policy and comprehensive planning goals. Other regional organizations or community-based organizations (CBOs) may also become formally involved via sub-contracts or informally thru volunteer ship. Flexible and true grassroots engagement is important for relevance, adaptation, and implementation of the programs that make up this this Public Environmental Partnership which all have the focus on maintaining and improving the quality of the natural environment with the City of Tacoma. PCD and the CITY aim to preserve and improve the natural environment by managing stormwater runoff, implementing green stormwater infrastructure (GSI) and Low Impact Development (LID) projects, maintaining open spaces and reconnecting people to nature, and providing more canopy to improve shade for humans and wildlife. The following programs under this Public Environmental Partnership include but are not limited to: Green Stormwater Infrastructure Technical Assistance, Depave, Make a Splash, Green Stormwater Mini Grants, Green Tacoma Partnership, Habitat Steward and WCC Training, Green Tacoma Day, Open Space Outreach and Public Messaging, Urban Forestry, Urban Tree Sale, Public Tree Incentive Programs, GSI Plants Urban Forestry, Urban Tree Sale, Public Tree Incentive Programs, and GSI Plants. Activities under these programs are called projects. For example, PCD will help a community at a specific geographic location in the Depave program to remove pavement and once completed will be counted that year as a completed project and is collectively referred to herein as "Project" or "Projects".

Semi-annually the CITY and PCD staff will coordinate and attend (virtually or in person) a cross-programs meeting. Meetings will likely cover each program regarding planning, management, progress, biennial budget development, current budget tracking, and any other feedback on implementation. PCD will coordinate for the meeting content. The CITY will provide for meeting space.

Quarterly PCD will report on each program's accomplishments, successes, challenges, needs moving forward, and anticipated next quarter milestones. Invoices from PCD are anticipated on a quarterly basis with each Task tracked separately.

Deliverable 1.1 – Public Environmental Partnership Quarterly Report Development

Develop a draft combined quarterly report format serving all the Tasks in cooperation with the CITY to meet the CITY's need for permit, legal, and budgetary reporting. Submit the report in the month following the quarter's end. Some Tasks may require additional reporting for end of year, which is further described in that Task.

Deliverable 1.2 – Semi-Annual Progress Meetings

Materials may include draft meeting agendas, meeting notes, PowerPoint presentations, and other content related to the individual programs.

Deliverable 1.3 – Management and promotion of programs in Public Environmental Partnership

Several of the Programs in the Public Environmental Partnership are interrelated and PCD and the CITY will work together to identify and create messaging to provide guidance for program recipients. PCD will promote each Task's major program activities as part of their website, emails (listserv), flyers and neighborhood or community fairs, and other engagements.

Task 2 – Green Stormwater Infrastructure Technical Assistance and Outreach

In coordination with PCD, the CITY aims to increase the use of green stormwater infrastructure (GSI) across the city in alignment with comprehensive planning and other city programs and plans such as the Urban Watershed Protection Plan, Stormwater Management Program Plan, Climate Action Plan and other stormwater and sustainability related initiatives in the identified prioritized areas. PCD agrees to partner with the CITY to provide green stormwater infrastructure technical and outreach services. These services include running established community engagement programs such as Depave and providing technical and educational services on GSI, including Depave, to Tacoma community members. PCD and the CITY will coordinate on outreach and educational work to:

- Continue educational opportunities with raingardens and increase public awareness of issues surrounding stormwater, green stormwater infrastructure, and its impact on Puget Sound/wildlife.
- Coordinate among stakeholders, including developing and sharing resources.
- Incorporate the values of diversity, equity, and inclusion in this project to ensure that social, racial, and economic justice concerns are both considered and addressed.

Depave

Under this Task, PCD will continue their Depave program which includes sites inside City of Tacoma limits and will implement the CITY's Depave program in coordination with their own program. Depave projects in the city may be located on public right-of-way or privately-owned property. Depave projects may be focused in the City's prioritized subbasins per the Urban Watershed Protection Planning process. Depave projects authorized under this Agreement constitute contracted street improvement projects for purposes of Section 9.08.020 of the Tacoma Municipal Code.

Depave strives to overcome the social and environmental impacts of pavement with the use of action-oriented educational events, community stewardship, and advocacy to empower Tacoma neighbors to act and improve their neighborhoods. The Depave program promotes the removal of unnecessary pavement, compacted gravel, and overly compacted lawn from urban areas to infiltrate rain and mitigate the impacts of stormwater runoff as well as create additional community green spaces. Through community partnerships and volunteer engagement, PCD and the CITY will assist community members to identify and build Depave projects. PCD and the CITY may also nominate sites. This agreement framework allows for the number of annual projects to be adjusted if greater capacity and resources for the program become available.

For sites within Tacoma, PCD will be the lead in managing project scoping, design, community outreach, and management of volunteers and contractor labor. PCD will seek approval from the CITY, typically via email or during a Depave workshop/meeting, prior to implementing Depave projects. PCD will also obtain the adjacent property owner(s) consent in writing to the planting and acknowledgement of resulting ongoing maintenance obligations associated with the plantings at each site. PCD will coordinate with City services and obtain required permit review and approval for activities requiring permits (e.g., traffic control, tree planting, pavement removal). PCD may help maintain the project sites (provide targeted watering, mulching, and weeding) when necessary, during the first 3 years to assist with establishment of the plantings. The CITY will provide project and budget approval, design review and approval, permitting assistance, project inspection, and delivery of CITY in-kind services such as: site preparation, disposal, and recycling service for depaved materials, TAGRO soil, rain garden soil mix, mulch, and trees for projects. Environmental Services will be responsible for the cost of all permits required for projects. A target of 3-6 individual Depave projects each year within the CITY boundary is the goal but shall not to exceed the total project allowable budget provided by the CITY or PCD staff capacity. Watering coordination by PCD will ensure Depave projects with tree plantings will be watered for 3 years.

Stormwater Education

PCD provides environmental education to school age children related to stormwater education and outreach and stewardship opportunities as capacity allows. The CITY will coordinate with PCD to develop a minimum of one adult student workshop on a stormwater management topic per year and one interactive educational opportunity for school age children to further promote stormwater and water quality education in areas of CITY priority. Prior campaigns included installation of rain gardens on school property to provide stormwater quality and infiltration benefits to the CITY, along with education for teachers, students, and their families to introduce the connections of people, runoff, rain gardens and how more action is needed to protect fish and orcas. Future campaigns may include classroom-based action projects such as pet waste stations, Depave, GSI workforce development training, GSI retrofits or landscaping enhancements on or adjacent to school property such as trees, rain gardens, climate adapted landscaping, and pollinator gardens.

Deliverable 2.1 – Quarterly Report Chapter on Task 2

Report on Depave and other GSI activities and costs incurred in the combined quarterly report format developed in Task 1. A list of completed GSI projects with square footage of depaved area, completed maintenance, site visits, and other GSI Technical Assistance provided. Report on classroom or workshops, events, ongoing community education and engagement, estimate population reached. Invoice quarterly.

Deliverable 2.2 – Implement Depave Projects

PCD will provide a summary and photos of individual projects and provide to the City for retention.

Task 3 – Make a Splash & Green Stormwater Mini Grants

The Make a Splash program is the CITY's small environmental grant program to fund non-profit organizations, residents, private or public entities to help protect local waterways from pollution carried in stormwater through education or on-the-ground surface water protection, or habitat restoration and tree planting project in the City's prioritized subbasins per the Urban Watershed Protection Planning

process. The first year PCD will work with the CITY to transition Make a Splash into the existing PCD structure used for their own program of a similar nature called Green Stormwater Mini Grants. PCD, as part of their Green Stormwater Mini Grant and other efforts, provides the grant recipient free of cost the following: private property site visits, technical assistance for self-install project installation, GSI designs, and project management for contractor installations. PCD also provides the recipient wholesale pricing on plants. These include rain gardens, urban native habitat, rainwater harvesting options, and Depave.

PCD and the CITY will coordinate the two programs in good faith, with the intended future goal for PCD to take over management and implementation of 2024 selected projects selected in 2025. In mid-2025, PCD will run solicitation and grant process for both Make a Splash and Mini Grants branded programs. PCD will provide on-the-ground assistance to grantees for both programs and the CITY will participate in project selection for the Make a Splash funds. These two programs will be implemented in a coordinated manner in 2025 and beyond. City of Tacoma residents will benefit from receiving on-the-ground site visits with PCD stormwater experts before applications are due, the ability for contractor labor to be reimbursed, and project design and project management from PCD staff. PCD will seek reimbursement at the end of each Fiscal Year (January- December) for completed work which will include administration, staff time and project costs that occurred the prior year.

PCD stormwater experts are available to City of Tacoma residents for questions before applications are due. The CITY will participate in the grant ranking process, and for Make a Splash grants and projects provide final approval. PCD or subcontractors will provide oversight on project design and management, construct the project, and reimburse approved contractor. A target of 5-20 individual Make a Splash projects each year within the CITY boundary is the goal but shall not to exceed the total project allowable budget provided by the CITY or PCD staff capacity.

Deliverable 3.1 – Quarterly Report Chapter on Task 3

Report on Task 3 activities and costs in the combined quarterly report format developed in Task 1.

Deliverable 3.2 – Dual Project Selection Committee Meeting and Marketing Materials

Target Due Date (December 2024 -2029)

PCD will convene a dual Make a Splash and Green Stormwater Mini Grant review committee in December 2024. City of Tacoma staff will be invited to participate in reviewing all projects and selecting projects they wish to fund via Make a Splash dollars that will be transitioned to PCD to manage. Materials may include draft meeting agendas, meeting notes, PowerPoint presentations, and other content related to the individual programs Summer and Fall 2024 PCD staff will conduct, per usual, a solicitation process for Green Stormwater Mini Grants, and independently the CITY will conduct a solicitation process for Make a Splash applications as usual. PCD staff work will be reimbursed by the CITY for work starting in January 2025 with the grant award announcements.

For the 2025 application process and beyond, PCD staff will create a hybrid application that retains the Make a Splash branding on the City of Tacoma website. Applicants of either program will be able to access and fill out the same application on either website. During the application review period, City of Tacoma will be able to select its education projects and BMPs for Make a Splash as part of a multi-jurisdictional review committee that convenes each year in December to select the following year's projects. Award notices to the selected projects will contain Make a Splash branding.

Deliverable 3.3 – Implement Make a Splash Projects

PCD collects individual project reports from each of the recipients and provides to the CITY for retention.

Task 4 – Green Tacoma Partnership, Habitat Steward and WCC Training, Green Tacoma Day

The Green Tacoma Partnership will be a CITY and PCD led volunteer stewardship program focusing on building community relationships while restoring and maintaining CITY open space properties. PCD has a well-established and successful Habitat Steward Program and manages the Green Puyallup Partnership. To rebuild the CITY's Open Space volunteer program, both parties will work together using PCD's knowledge, resources, and materials to replicate and tailor them for CITY Open Space Program needs. As long-term consistency is important, both parties will work together to host and facilitate habitat steward and WCC trainings, regular work parties, provide volunteer support, and further community engagement and connections on Open Space properties throughout the City. This agreement allows for the number of sites and the number of volunteer work parties to increase in the future as greater demand, capacity, and resources for the program become available. As part of this effort, PCD will also co-lead all the coordination and planning of [Green Tacoma Day - City of Tacoma](#) along with the Open Space Program.

Deliverable 4.1 – Quarterly Report Chapter on Task 4

Report on Task 4 activities and costs in the combined quarterly report format developed in Task 1.

Deliverable 4.2 – Green Tacoma Partnership Open Space Management (Year 1; Continuous basis)

Within the first 3-4 months after the adoption of this ILA, PCD, with City support, will hire a PCD staff member to co-manage the PCD-CITY Open Space Volunteer Program Partnership alongside CITY Open Space staff. By December 2025, PCD will have trained up to 6 Habitat Stewards and will activate up to 3 sites. After the first year, the number of sites will increase as resources allow. PCD will provide brief reports on volunteer event participation and metrics to the City's Open Space staff directly as needed or requested.

Deliverable 4.3 – Habitat Steward and Washington Conservation Corps Training (Year 1; Continuous basis)

PCD will facilitate the recruitment and training of new habitat stewards for the Open Space Volunteer Program by incorporating them into their already existing Habitat Steward Training Program. The CITY will support PCD by providing any necessary materials, resources, and site histories and knowledge that are specific to the Open Space Program. The CITY will also provide relevant CITY-led training opportunities to habitat stewards. CITY and PCD will share the responsibility of providing relevant trainings to both PCD and CITY WCC crew members. By December 2025, PCD will have trained up to 6 new habitat stewards. After the first year, the number of trained Habitat Stewards will increase as the number of sites increase based on available resources.

Deliverable 4.4 – Green Tacoma Day (Annually; April – October)

PCD will co-lead the planning, coordination, and day-of activities/tasks related to of Green Tacoma Day, together with City staff, annually. PCD will help facilitate and attend monthly planning meetings beginning in April and leading up to the second Saturday in October that is Green Tacoma Day.

Task 5 – Open Space Outreach

Additionally, the CITY and PCD will work together to develop an Open Space Outreach and Public Messaging Program, consisting of targeted messaging campaigns addressing general topics like garden escapees, invasive plants, illegal tree cutting, encroachment, evergreen, and native plant benefits etc. This effort will include specialized programs and campaigns that have more specific goals, such as a Backyard Wildlife Program. Both parties will use existing messaging and develop new messaging that will be promoted through their respective websites, social media accounts, and mail-out services. This agreement allows for messaging and specialized programs to fluctuate based on capacity and resources for the program are available.

Deliverable 5.1 – Quarterly Report Chapter on Task 5

Report on Task 5 activities and costs in the combined quarterly report format developed in Task 1.

Deliverable 5.2 – Open Space Outreach and Public Messaging Program (Continuous basis)

PCD and the CITY will contribute to the development and distribution of outreach materials in print and electronic mediums, including social media. As resources allow, specialized campaigns, such as the Backyard Wildlife Program, will be developed.

Task 6 – Urban Forestry, Urban Tree Sale, Public Tree Incentive Programs, GSI Trees

PCD implements tree programs in support of the Urban Forest Management and Climate Action Plans, Community Tree Program, and Tree City USA. For the urban Tree Sale, tasks may include securing trees from nurseries, managing online sale platform, marketing the Urban Tree Sale, and communications such as surveys and reports. The CITY partners with PCD to assist with the Urban Tree Sale by supporting tree selection, selecting the priority neighborhood each year, supplying mailing lists, and sharing promotions. Other tree programs may include different tasks and would generally include community partner and/or volunteer management, event logistics, advertising and communications, site planning, coordinating planting preparation, and ongoing maintenance including watering for 3 years following planting. Under this task PCD will seek reimbursement for the cost of materials, including trees planted and managed.

Deliverable 6.1 – Quarterly Report Chapter on Task 6

Report on Task 6 activities and costs in the combined quarterly report format developed in Task 1.

Deliverable 6.2 – Urban Forestry, Urban Tree Sale, Public Incentive Programs, and GSI Trees

PCD will implement the Urban Tree Sale, Public Tree Incentive Programs, GSI Trees, and other tree programs as described in Task 6.

Exhibit B

Public Environmental Partnership Budget and Schedule

Task: Deliverable Number	Deliverable Name	Target Date	Total Subtask Cost
1.1	Public Environmental Partnership Quarterly Report Development	March 2025	-
1.2	Semi-Annual Progress Meetings	January and July 2025-2026	-
1.3	Management and promotion of Public Environmental Partnership programs	2025-2026	-
		Task sub total	\$4,208
2.1	Quarterly Report Chapter on Task 2	March 2025-2026	-
2.2	Implement Depave Projects	2025-2026	-
		Task sub total	\$54,412
3.1	Quarterly Report Chapter on Task 3	March 2025-2026	-
3.2	Dual Project Selection Committee Meeting and Marketing Materials	January 2025, December 2026	-
3.3	Implement Make a Splash Projects	2025-2026	-
		Task sub total	\$100,001
4.1	Quarterly Report Chapter on Task 4	March 2025-2026	-
4.2	Green Tacoma Partnership Management	2025-2026	-
4.3	Habitat Steward and Washington Conservation Corps Training	2025-2026	-
4.4	Green Tacoma Day	October 2025-2026	-
		Task sub total	\$353,257
5.1	Quarterly Report Chapter on Task 5	March 2025-2026	-
5.2	Open Space Outreach	2025-2026	-
		Task sub total	\$60,000
6.1	Quarterly Report Chapter on Task 5	March 2025-2026	-
6.2	Urban Tree Sale, Public Incentive Programs, and GSI Trees	2025-2026	-
		Task sub total	\$40,000
		Total Costs	\$611,878

Costs are based on PCD labor estimates for 2024-2026, primarily using a time and materials approach. For Task 2, the CITY agrees to in-kind services of up to an estimated \$95,588, which may include but are not limited to: permit fees, City labor, solid waste disposal, design services, media communications and graphic design, dumpsters and recycling and disposal services, TAGRO products or soil products from other vendors,

and plant material such as trees and shrubs. Task 4 and 5 contain a lump sum advance payment need for funding AmeriCorps staff as needed. Future biennial budget modifications are anticipated to replace this Exhibit.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Sexual Misconduct or Abuse & Molestation Liability Insurance

Contractor shall maintain Sexual Misconduct policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

3.3 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.4 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.5 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.7 Cyber/Privacy and Security Insurance

Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required by law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

3.8 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.9 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

BINDER

(Summary of Coverage)

MEMBER:

Pierce Conservation District
 PO Box 1057
 Puyallup, Washington 98371

MEMORANDUM #

2025-148-P-001

EFFECTIVE:

9/1/2024 through 8/31/2025

This binder is subject to the terms and conditions as referenced in the Memorandum of Coverage.

COVERAGE:	COVERAGE TYPE	LIMIT**	DEDUCTIBLE/ CO-PAY
GENERAL LIABILITY <i>General Liability; Professional Liability</i>	Each occurrence	\$20,000,000	\$1,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$1,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act Member Aggregate	\$20,000,000 \$20,000,000	\$1,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co-pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	\$250,000 N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	N/A N/A	N/A N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Member Aggregate APIP Program Aggregate	\$2,000,000 \$40,000,000	20% Co-Pay* -
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	Per Schedule with Enduris	\$250
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence Member Aggregate	\$25,000 \$25,000	\$0

**Co-pay may be waived as per Memorandum of Coverage*

***Subject to limits and sub-limits as noted in the Memorandum of Coverage*



Sheryl Brandt
 Authorized Representative
 Executive Director

Certificate Of Completion

Envelope Id: 74F4A755-4C67-4D57-B5CD-C394CB5F062A

Subject: CW2269498 - CW2269498_Contract_PCD.pdf

Source Envelope:

Document Pages: 33

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Stan Rowden

733 MARKET ST

TACOMA, WA 98402

srowden@cityoftacoma.org

IP Address: 35.223.106.21

Record Tracking

Status: Original

12/18/2024 2:36:12 PM

Holder: Stan Rowden

srowden@cityoftacoma.org

Location: DocuSign

Signer Events

Elizabeth Matteri

LMatteri@cityoftacoma.org

Security Level: Email, Account Authentication
(None)

Signature

Initial

Signature Adoption: Pre-selected Style

Using IP Address: 192.103.239.57

Timestamp

Sent: 12/18/2024 2:39:35 PM

Viewed: 12/19/2024 8:04:41 AM

Signed: 12/19/2024 8:05:30 AM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2024 8:04:41 AM

ID: 52a8fca6-d374-4e2c-98da-5443e44c9af5

Kristin Michelle Lamson

KLamson@cityoftacoma.org

Deputy City Attorney - approved as to form

Security Level: Email, Account Authentication
(None)

Initial

Signature Adoption: Pre-selected Style

Using IP Address: 73.59.33.165

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Viewed: 12/19/2024 9:45:17 AM

Signed: 12/19/2024 9:46:19 AM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2024 9:45:17 AM

ID: 55527536-5ae5-47ca-b826-d008c3764dc2

Andrew Cherullo

ACherullo@cityoftacoma.org

Finance Director

Security Level: Email, Account Authentication
(None)

DS

Signature Adoption: Pre-selected Style

Using IP Address: 174.21.47.73

Sent: 12/19/2024 9:46:22 AM

Viewed: 12/19/2024 5:26:34 PM

Signed: 12/19/2024 5:29:59 PM

Electronic Record and Signature Disclosure:

Accepted: 12/17/2019 8:34:10 AM

ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

John Burk

jburk@cityoftacoma.org

Division Manager

Security Level: Email, Account Authentication
(None)

Initial

Signature Adoption: Pre-selected Style

Using IP Address: 73.181.177.178

Sent: 12/19/2024 5:30:01 PM

Viewed: 12/20/2024 7:57:32 AM

Signed: 12/20/2024 7:58:01 AM

Electronic Record and Signature Disclosure:

Accepted: 12/20/2024 7:57:32 AM

ID: 9ae692c8-3ded-4394-b473-cd1d3db9321f

Signer Events	Signature	Timestamp
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Geoffrey M. Smyth, P.E.
 GSmyth@cityoftacoma.org
 ES Interim Director
 Security Level: Email, Account Authentication (None)

Initial

 Signature Adoption: Pre-selected Style
 Using IP Address: 173.197.107.5
 Signed using mobile

Sent: 12/20/2024 7:58:04 AM
 Viewed: 12/20/2024 9:28:20 AM
 Signed: 12/20/2024 9:29:03 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/20/2024 9:28:20 AM
 ID: e86c478b-a936-4024-a952-a39669abc0d4

Hyun Kim
 HKim2@cityoftacoma.org
 Acting City Manager
 Security Level: Email, Account Authentication (None)

Initial

 Signature Adoption: Pre-selected Style
 Using IP Address: 192.103.239.57

Sent: 12/20/2024 9:29:06 AM
 Viewed: 12/23/2024 8:55:23 AM
 Signed: 12/23/2024 8:55:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/23/2024 8:55:22 AM
 ID: 05fb3d43-e7bb-48f2-b02d-8f7b00847b4f

Dana Coggon
 DanaC@piercedc.org
 ED Pierce Conservation Dist
 Security Level: Email, Account Authentication (None)

DocuSigned by:

3B59E8595C6C414...
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.232.229.18

Sent: 12/23/2024 8:55:48 AM
 Viewed: 12/23/2024 9:42:32 AM
 Signed: 12/23/2024 10:02:37 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/6/2022 9:20:28 AM
 ID: 9df788ab-fe8c-402d-9736-176be4627c35

Hyun Kim
 HKim2@cityoftacoma.org
 Acting City Manager
 Security Level: Email, Account Authentication (None)

Signed by:

449A5F4EABC3452...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.21.180.21

Sent: 12/23/2024 10:02:41 AM
 Resent: 12/26/2024 10:54:19 AM
 Viewed: 12/26/2024 11:45:18 AM
 Signed: 12/26/2024 11:45:42 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/26/2024 11:45:18 AM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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City Clerk's Office
 cityclerk@cityoftacoma.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/26/2024 11:45:44 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/18/2024 2:39:35 PM
Envelope Updated	Security Checked	12/26/2024 10:54:18 AM
Envelope Updated	Security Checked	12/26/2024 10:54:18 AM
Certified Delivered	Security Checked	12/26/2024 11:45:18 AM
Signing Complete	Security Checked	12/26/2024 11:45:42 AM
Completed	Security Checked	12/26/2024 11:45:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact City of Tacoma (SAP):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: charles.blankenship@ci.tacoma.wa.us

To advise City of Tacoma (SAP) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at charles.blankenship@ci.tacoma.wa.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
 - ii. send us an e-mail to charles.blankenship@ci.tacoma.wa.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
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- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.