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**Name & Return Address:**

City of Tacoma - City Clerk's Office

733 Market Street, Room 11

Tacoma, WA 98402-3769

**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

<b>Document Title(s)</b> Interlocal Agreement - Resolution No. 40644
<b>Grantor(s)</b> City of Tacoma  ____ Additional Names on Page ____ of Document
<b>Grantee(s)</b> Washington State Department of Fish and Wildlife  ____ Additional Names on Page ____ of Document
<b>Legal Description</b> (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Interlocal Agreement with WSDFW Noxious Weed Program for the treatment in the Regional Flett Stormwater Ponds, located within Mountain View Cemetery Complete Legal Description on Page ____ of Document
<b>Auditor's Reference Number(s)</b>
<b>Assessor's Property Tax Parcel/Account Number(s)</b>
<b>Non Standard Fee \$50.00</b> <b>By signing below, you agree to pay the \$50.00 non standard fee.</b> I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.  _____ <b>Signature of Party Requesting Non Standard Recording</b> NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.  The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**INTERLOCAL AGREEMENT FOR AQUATIC PLANT AND ALGAE MAINTENANCE  
SERVICES**

**BETWEEN**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

**AND**

**CITY OF TACOMA**

**THIS INTERLOCAL AGREEMENT FOR SERVICES** (Agreement) is entered into this 1st day of September, 2020, by and between **WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**, a political subdivision of the State of Washington (herein referred to as "WDFW") and the undersigned, **CITY OF TACOMA** (herein referred to as "CITY").

WHEREAS, the City of Tacoma is a municipal corporation operating under the laws of the state of Washington as a First Class City and has authority pursuant to the Interlocal Cooperation Act (RCW Ch. 39.34) to enter into contracts with other public agencies to perform any government service authorized by law, and

WHEREAS, the CITY has a need for specific aquatic plant and algae maintenance services, and has requested said services as described below to be performed by the Washington Department of Fish and Wildlife, Noxious Weed Program, and

WHEREAS, the Washington Department of Fish and Wildlife is a political subdivision of the state of Washington and public agency for purposes of the Interlocal Cooperation Act and is authorized to provide the services described herein,

WHEREAS, WDFW has experience providing aquatic plant and algae maintenance services and agrees to provide the services described in Exhibit "A" to the City at the convenience of the Washington Department of Fish and Wildlife;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between WDFW and the CITY as follows:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties with regards to aquatic plant and algae maintenance services requested by the City and any costs associated with this work.

**SECTION 2. SCOPE OF WORK/SERVICES.** WDFW agrees to provide aquatic plant and algae maintenance service more specifically described in **Exhibit A**, attached hereto and incorporated herein (Scope of Services) at such locations as may be identified by the City, including but not limited to, the Flett Stormwater Retention Ponds. The CITY shall specify the location and scope of the work to be provided by WDFW and shall annually provide WDFW with a list of the locations for the work to be performed for each year of this Agreement. Any work requested from the CITY shall be initiated through written "Work Authorizations" in the form of **Exhibit B**, which shall identify the specific activities to be

performed and estimated budget. The CITY shall be responsible for acquiring all permits required for the Scope of Services, and for providing such permits to WDFW.

**SECTION 3. COMPENSATION AND PAYMENT.** The total price to be paid by the CITY for the CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$60,000** without the written consent of the CITY.

**SECTION 4. COMPENSATION AND BILLING PROCEDURE.** The CITY has agreed to compensate WDFW for the actual work completed in the maximum amount of **\$60,000.00** for the initial term of this Agreement and an additional maximum amount of **\$60,000.00** for each term of renewal, for a total maximum amount of amount of **\$300,000** to complete the described work or services. Compensation for the services provided on an annual basis shall not exceed the maximum amount without the authorization of the City.

The CITY shall compensate WDFW for the services and deliverables performed under this Contract on the basis of Time and Materials according to the rates as set forth below.

A. The CITY will reimburse WDFW for the actual costs of providing services, including salaries and benefits of WDFW employees directly providing the services estimated to be approximately 36.90\_per hour; vehicle mileage at the current State of Washington approved rate (currently at \$.56 per mile); materials and supplies necessary to provide the services, and indirect costs at WDFW's current federally approved indirect cost rate (currently 31.82% applied against all direct costs). The maximum consideration payable to WDFW under this Contract shall not exceed \$60,000 per calendar year.

B. The labor, equipment use and materials and supplies costs as set forth above will be billed no later than the sixtieth (60<sup>th</sup>) day of the month following the month in which the services were performed. Payments by the CITY will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (0.5%) per month.

C. WDFW acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, WDFW agrees to hold the CITY harmless from such costs, including attorney's fees. WDFW at its expense, shall obtain and keep in force any and all necessary licenses and permits.

**SECTION 5. TERM.** This Agreement shall remain in full force and effect from the Effective Date until midnight December 31, 2020 and will automatically be renewed for four (4) consecutive one (1) year terms unless, no less than 14 days prior to the end of the initial term or any one-year renewal term, either party gives written notice to the other party of intent not to renew the Agreement. This Agreement shall be effective upon execution by all of the parties and filing of a fully executed copy hereof with the Office of the Pierce County Auditor, or in the alternative, listed by subject on the City's or the WDFW's web site or other electronically retrievable public source.

**SECTION 6. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, WDFW shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, to the extent resulting from or arising

out of, the acts or omissions of WDFW, its officers, employees, or agents associated with this Agreement; provided that, this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term “fault” as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. The WDFW specifically assumes potential liability for actions brought by the WDFW’S own employees against the CITY and, solely for the purpose of this indemnification and defense, the WDFW specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE WDFW RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

The CITY shall defend, indemnify and save harmless WDFW, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, to the extent resulting from or arising out of, the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement; this provision shall not apply to the extent that damage or injury results from the fault of the WDFW, or its officers, agents, or employees. The term “fault” as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. The City specifically assumes potential liability for actions brought by the City’s own employees against the WDFW and, solely for the purpose of this indemnification and defense, the City specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CITY RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

**SECTION 7. NO THIRD-PARTY BENEFICIARY.** WDFW does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the WDFW. WDFW and the CITY do not intend that there be any third-party beneficiary to this Agreement.

**SECTION 8. NON-DISCRIMINATION.** WDFW and the CITY certify that they are Equal Opportunity Employers.

**SECTION 9. ASSIGNMENT.** Neither WDFW nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**SECTION 10. NOTICE.** Any formal notice or communication to be given by WDFW to the CITY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Tacoma  
Center for Urban Waters  
326 E D St.  
Tacoma, WA 98421  
Attention: John Burk/Chris Burke

Any formal notice or communication to be given by the CITY to the WDFW under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Washington Department of Fish and Wildlife  
PO Box 43135  
Olympia, WA 98504-3135  
Attention: Jeff Hugdahl, Contracts Manager

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the WDFW giving notice thereof to the other as herein provided.

**SECTION 11. CONTRACT ADMINISTRATION AND RIGHT TO AUDIT.** Environmental Services Division Manager, **John Burk** or designee, shall have primary responsibility for contract administration and approval of services to be performed by WDFW, and shall coordinate all communications between WDFW and the CITY. WDFW shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Agreement. Upon the CITY's request, WDFW shall make available to the City all accounts, records, and documents related to the Scope of Work for the CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by the City to assess performance, compliance, and/or quality assurance under this Agreement.

**SECTION 12. WAIVER.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**SECTION 13. ENTIRE AGREEMENT.** This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

**SECTION 14. AMENDMENT.** Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

**SECTION 15. SEVERABILITY.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 16. COUNTERPARTS.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete agreement between the parties. Signatures to this Agreement by the parties transmitted via electronic mail shall be acceptable and binding.

**SECTION 17. CHOICE OF LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates set forth below to be effective upon the Effective Date

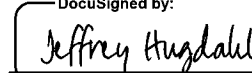
**CITY OF TACOMA:**

DocuSigned by:  
  
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Title: Assistant City Manager

12/3/2020

Date: \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF FISH AND WILDLIFE:**

DocuSigned by:  
  
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
Title: Contracts and Purchasing Manager


12/3/2020

Date: \_\_\_\_\_

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

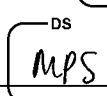
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Director of Finance:  <sup>DS</sup> Andrew Cherullo

City Attorney (approved as to form):  <sup>DS</sup> Charles S Lee

Approved By:  <sup>DS</sup> Chris Burke

Approved By:  <sup>DS</sup> John Burk

Approved By:  <sup>DS</sup> Michael P. Slevin III, P.E.

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_





## Management

### Herbicide Option

Since smartweed is a perennial plant, control can start in the summer as soon as the majority of growth has occurred and the plant has emerged enough to allow a foliar application of herbicides. The treatment would use aquatically-approved imazapyr (Table 1) and adjuvants applied under the Aquatic Plant and Algae Management General Permit (NPDES). The herbicides are non-selective and the imazapyr should provide three months of residual control. In addition, other noxious weeds will be treated (e.g yellow flag iris).

Herbicides would be applied using a combination of boom and handgun off of a Marshmaster (low ground pressure amphibious tractor) or watercraft (e.g. airboat, canoe, skiff), depending on site conditions. It is estimated that it would take five days over several months to complete the application of herbicide in four Flett ponds if plant phenology and environmental conditions (i.e. no rain and low water in the ponds) were appropriate. However, the complete treatment of all ponds may need to spread over several years to maintain water quality.

**Table 1.** Estimated acreage of emergent/surface aquatic vegetation at Flett by pond number and maximum herbicide label rate for imazapyr<sup>1</sup>.

Pond Number	Acres	Pints Imazapyr (2 pts/ac)
1	3.00	6.00
2	4.43	8.86
3	2.34	4.68
4	1.97	3.98
Total	11.74	23.48

<sup>1</sup>If appropriate, another herbicide approved by the Department of Ecology may be used.

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>

**Table 2.** Budget for herbicide application to smartweed at Flett Ponds 1-4.

Category	Description	Cost
Labor	Salaries & benefits for up to five field staff	\$7,379
Goods & Services	Fuel, herbicide, safety supplies	\$1,436
Equipment	Marshmaster lease/parts/repair, sprayer parts/repair, airboat parts/repair	\$3,690
Travel	Per diem, lodging, mileage	\$3,715
Subtotal		\$16,220
Indirect	31.82%	\$5,161
Total		\$21,381

## Mowing Options

The Marshmaster has a brushhog-type mower and is capable of moving over very soft substrates. If the smartweed had very little water under it during the driest part of the summer, or early fall, the Marshmaster could be used to mow it. Mowing would produce smaller pieces that could decompose before fall rains, or pieces small enough to pass through the water infrastructure without interfering with its operation. A second alternative would be to attach a flail-type mower to create even smaller pieces of plant material.

Unfortunately, mowing does not affect the seeds that have already been produced and could produce root fragment capable of colonizing new areas. Also, neither mowing method will cut plants and stems below the waterline. For these reasons, mowing may have a limited role.

**Table 3.** Budget for mowing smartweed at Flett Ponds 1-4.

Category	Description	Cost
Labor	Salary & benefit for up to five field staff	\$7,379
Goods & Services	Fuel, herbicide, safety supplies	\$500
Equipment	Marshmaster lease/parts/repair, sprayer parts/repair, airboat parts/repair	\$2,500
Travel	Per diem, lodging, mileage	\$3,715
Subtotal		\$14,094
Indirect	31.82%	\$4,485
Total		\$18,579

## Tacoma Environmental Services, Actions Prior to Project

According to Ecology, Tacoma Environmental Services would need to apply for coverage under Aquatic Plant and Algae Management General Permit for a vendor to treat smartweed with herbicides.

To be exempt from the permit, Flett would need to be:

Constructed **detention or retention ponds** designed specifically for wastewater or stormwater treatment that do not discharge to other water bodies during and for two weeks after treatment, or where Ecology regulates the discharge under another permit that allows chemical treatment.

## Tacoma Environmental Services, Coverage

Ecology has issued coverage for the aforementioned herbicide treatment on Flett Stormwater Ponds under the Aquatic Plant and Algae Management General Permit (Permit #WAG994399)

issued on 09/17/18 (Exhibit C). This permit allows herbicide application between July 15 and October 31 annually.

**EXHIBIT “B”**

**City of Tacoma Environmental Services  
Work Authorization**

Date:	City Staff Contact:		John Burk
Project Name:	Aquatic Plant and Alga Maintenance Services – Flett Stormwater Ponds	Phone:	253-502-2161
Project No.:		Fax:	253-502-2107
Request Made To:	WDFW		
WDFW Contact Phone:			

**Scope of Work Authorization**

Control swamp smartweed growth in Flett stormwater holding ponds 1, 2, 3 and 4 using a foliar herbicide application. The goal is to prevent plugging of screens and pumps that pump water out of downstream pond 4 into the wetland complex, and thus prevent flooding. The treatment would use aquatically-approved imazapyr and adjuvants applied under the Aquatic Plant and Algae Management General Permit (NPDES). The herbicides are non-selective and the imazapyr should provide three months of residual control. Herbicides would be applied using a combination of boom and handgun off of a Marshmaster (low ground pressure amphibious tractor) or watercraft, depending on site conditions. Mowing is an alternative in the event herbicide application is not feasible.

**Budget Estimate:** \$21,381

**Task Request Approval:**

	Written Name		Title
	Signature		Date

Exhibit C. Coverage Letter

Interlocal Agreement between  
WDFW and City of Tacoma – Aquatic Plant and Algae Maintenance



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98501-7600 • 360-407-6000  
Toll free Washington Relay Service • Persons with a speech disability can call 877-833-6344

September 17, 2018

Chris Burke  
City of Tacoma  
326 East D Street  
Tacoma, WA 98421

Permit Number: WAC0904390  
Site Name: Flott Stormwater Ponds

**RE: Issuance of Coverage under the Aquatic Plant and Algae Management General Permit**

Dear Mr. Burke

The Washington Department of Ecology (Ecology) received your application for coverage under the Aquatic Plant and Algae Management General Permit (APAM permit). Ecology is issuing you coverage under the APAM permit as of September 17, 2018. Retain this letter with your permit documents. It is part of the official record of permit coverage.

A copy of the APAM permit, forms, and supporting documents may be viewed and downloaded at <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>

Please take time to read the entire permit. It contains the requirements you must follow to maintain compliance. Contact Jon Jennings (email and phone number listed below) if you have questions about the APAM permit, or would like to receive a hard copy.

**Treatment Timing Window**

Ecology is conditioning this permit coverage for some active ingredients to set allowed treatment periods for mitigating impacts to salmonids and Washington Department of Fish and Wildlife priority habitats and species using Treatment Timing Windows. For this coverage, the Treatment Timing Windows are:

**Waterbody Treatment Timing Window: July 15 to October 31, dates inclusive.**

To determine which active ingredients are subject to Treatment Timing Windows see permit condition S4.D, Table 3. All current Treatment Timing Windows are available here: <https://ecology.wa.gov/Asset-collections/Duc-Assets/Water-quality/freshwater/Water-Quality-Permits/Aquatic-Pesticides/Permits-watstimingtable>.



Chris Burke  
September 17, 2018  
Page 2

**Permit Fees**

State law (RCW 90.48 405) requires that all Permittees pay an annual permit fee based upon the state fiscal year. The state fiscal year begins each year on July 1, and ends June 30 the following year. Ecology mails permit fee bills to all Permittees annually. Permittees that have permit coverage on July 1 will receive a permit fee bill. If you would like more information on the permit fee process, contact the Water Quality Program Permit Fee Administrator at (360) 407-6425.

**Appeal**

The issuance of permit coverage may be appealed within 30 days of receiving this letter as detailed in the Appeal of General Permit Coverage focus sheet, which may be viewed and downloaded at <https://fortress.wa.gov/ecy/publications/documents/1710007.pdf>.

**Questions and Permit Technical Assistance**

If you have questions about this letter, or you have questions or need more information about APAM permit requirements please contact Jon Jennings at (360) 407-6283 or [jonathan.jennings@ecy.wa.gov](mailto:jonathan.jennings@ecy.wa.gov)

Sincerely,



Vincent McGowan, Manager  
Program Development Services Section  
Water Quality Program



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20





## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

### 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

### 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

### 4. 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.

#### 4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

#### 4.2 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work.



## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

4.2.1 A per project aggregate policy limit.

4.2.2 Personal/Advertising Injury.

### 4.3 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

### 4.4 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 an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.5 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.6 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.

### 4.7 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.7.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.7.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

### 4.8 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.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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**CERTIFICATE OF LIABILITY INSURANCE**

Issue Date 2/21/2018

**ISSUED BY:**

State of Washington  
 Department of Enterprise Services  
 Office of Risk Management  
 PO Box 41466  
 Olympia WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

**COVERAGE AFFORDED BY**

**State of Washington Self Insurance Liability Program**

**INSURED:**

State of Washington  
 Department of Fish and Wildlife  
 ATTN: Jeff Hugdahl  
 PO Box 43135  
 Olympia, WA 98504-3135

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

**COVERAGES**

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	L & I 52WEGE1229	Continuous 6/30/17	Continuous 6/30/18	WC – STATUTORY EL - \$1,000,000 – per Accident/\$1,000,000 Disease per Policy/\$1,000,000 Disease per Employee
<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:** Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

**CERTIFICATE HOLDER:****CANCELLATION****EVIDENCE OF INSURANCE**

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE:**

  
 Jason Siems, State Risk Manager

**CERTIFICATE NUMBER CRT 18-500**

**INTERLOCAL AGREEMENT FOR AQUATIC PLANT AND ALGAE MAINTENANCE  
SERVICES**

**BETWEEN**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

**AND**

**CITY OF TACOMA**

**THIS INTERLOCAL AGREEMENT FOR SERVICES** (Agreement) is entered into this 1st day of September, 2020, by and between **WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**, a political subdivision of the State of Washington (herein referred to as "WDFW") and the undersigned, **CITY OF TACOMA** (herein referred to as "CITY").

WHEREAS, the City of Tacoma is a municipal corporation operating under the laws of the state of Washington as a First Class City and has authority pursuant to the Interlocal Cooperation Act (RCW Ch. 39.34) to enter into contracts with other public agencies to perform any government service authorized by law, and

WHEREAS, the CITY has a need for specific aquatic plant and algae maintenance services, and has requested said services as described below to be performed by the Washington Department of Fish and Wildlife, Noxious Weed Program, and

WHEREAS, the Washington Department of Fish and Wildlife is a political subdivision of the state of Washington and public agency for purposes of the Interlocal Cooperation Act and is authorized to provide the services described herein,

WHEREAS, WDFW has experience providing aquatic plant and algae maintenance services and agrees to provide the services described in Exhibit "A" to the City at the convenience of the Washington Department of Fish and Wildlife;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between WDFW and the CITY as follows:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties with regards to aquatic plant and algae maintenance services requested by the City and any costs associated with this work.

**SECTION 2. SCOPE OF WORK/SERVICES.** WDFW agrees to provide aquatic plant and algae maintenance service more specifically described in **Exhibit A**, attached hereto and incorporated herein (Scope of Services) at such locations as may be identified by the City, including but not limited to, the Flett Stormwater Retention Ponds. The CITY shall specify the location and scope of the work to be provided by WDFW and shall annually provide WDFW with a list of the locations for the work to be performed for each year of this Agreement. Any work requested from the CITY shall be initiated through written "Work Authorizations" in the form of **Exhibit B**, which shall identify the specific activities to be

performed and estimated budget. The CITY shall be responsible for acquiring all permits required for the Scope of Services, and for providing such permits to WDFW.

**SECTION 3. COMPENSATION AND PAYMENT.** The total price to be paid by the CITY for the CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed **\$60,000** without the written consent of the CITY.

**SECTION 4. COMPENSATION AND BILLING PROCEDURE.** The CITY has agreed to compensate WDFW for the actual work completed in the maximum amount of **\$60,000.00** for the initial term of this Agreement and an additional maximum amount of **\$60,000.00** for each term of renewal, for a total maximum amount of amount of **\$300,000** to complete the described work or services. Compensation for the services provided on an annual basis shall not exceed the maximum amount without the authorization of the City.

The CITY shall compensate WDFW for the services and deliverables performed under this Contract on the basis of Time and Materials according to the rates as set forth below.

A. The CITY will reimburse WDFW for the actual costs of providing services, including salaries and benefits of WDFW employees directly providing the services estimated to be approximately 36.90 per hour; vehicle mileage at the current State of Washington approved rate (currently at \$.56 per mile); materials and supplies necessary to provide the services, and indirect costs at WDFW's current federally approved indirect cost rate (currently 31.82% applied against all direct costs). The maximum consideration payable to WDFW under this Contract shall not exceed \$60,000 per calendar year.

B. The labor, equipment use and materials and supplies costs as set forth above will be billed no later than the sixtieth (60<sup>th</sup>) day of the month following the month in which the services were performed. Payments by the CITY will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (0.5%) per month.

C. WDFW acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, WDFW agrees to hold the CITY harmless from such costs, including attorney's fees. WDFW at its expense, shall obtain and keep in force any and all necessary licenses and permits.

**SECTION 5. TERM.** This Agreement shall remain in full force and effect from the Effective Date until midnight December 31, 2020 and will automatically be renewed for four (4) consecutive one (1) year terms unless, no less than 14 days prior to the end of the initial term or any one-year renewal term, either party gives written notice to the other party of intent not to renew the Agreement. This Agreement shall be effective upon execution by all of the parties and filing of a fully executed copy hereof with the Office of the Pierce County Auditor, or in the alternative, listed by subject on the City's or the WDFW's web site or other electronically retrievable public source.

**SECTION 6. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, WDFW shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, to the extent resulting from or arising

out of, the acts or omissions of WDFW, its officers, employees, or agents associated with this Agreement; provided that, this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term “fault” as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. The WDFW specifically assumes potential liability for actions brought by the WDFW’S own employees against the CITY and, solely for the purpose of this indemnification and defense, the WDFW specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE WDFW RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

The CITY shall defend, indemnify and save harmless WDFW, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, to the extent resulting from or arising out of, the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement; this provision shall not apply to the extent that damage or injury results from the fault of the WDFW, or its officers, agents, or employees. The term “fault” as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. The City specifically assumes potential liability for actions brought by the City’s own employees against the WDFW and, solely for the purpose of this indemnification and defense, the City specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CITY RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

**SECTION 7. NO THIRD-PARTY BENEFICIARY.** WDFW does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the WDFW. WDFW and the CITY do not intend that there be any third-party beneficiary to this Agreement.

**SECTION 8. NON-DISCRIMINATION.** WDFW and the CITY certify that they are Equal Opportunity Employers.

**SECTION 9. ASSIGNMENT.** Neither WDFW nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**SECTION 10. NOTICE.** Any formal notice or communication to be given by WDFW to the CITY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:



City of Tacoma  
Center for Urban Waters  
326 E D St.  
Tacoma, WA 98421  
Attention: John Burk/Chris Burke

Any formal notice or communication to be given by the CITY to the WDFW under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Washington Department of Fish and Wildlife  
PO Box 43135  
Olympia, WA 98504-3135  
Attention: Jeff Hugdahl, Contracts Manager

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the WDFW giving notice thereof to the other as herein provided.

**SECTION 11. CONTRACT ADMINISTRATION AND RIGHT TO AUDIT.** Environmental Services Division Manager, **John Burk** or designee, shall have primary responsibility for contract administration and approval of services to be performed by WDFW, and shall coordinate all communications between WDFW and the CITY. WDFW shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Agreement. Upon the CITY's request, WDFW shall make available to the City all accounts, records, and documents related to the Scope of Work for the CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by the City to assess performance, compliance, and/or quality assurance under this Agreement.

**SECTION 12. WAIVER.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**SECTION 13. ENTIRE AGREEMENT.** This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

**SECTION 14. AMENDMENT.** Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

**SECTION 15. SEVERABILITY.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 16. COUNTERPARTS.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete agreement between the parties. Signatures to this Agreement by the parties transmitted via electronic mail shall be acceptable and binding.

**SECTION 17. CHOICE OF LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates set forth below to be effective upon the Effective Date

**CITY OF TACOMA:**

DocuSigned by:  
  
AEFCB3C56D4C473...  
Title: Assistant City Manager

12/3/2020

Date: \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF FISH AND WILDLIFE:**

DocuSigned by:  
  
CB08E65558A74DA...


Title: Contracts and Purchasing Manager


12/3/2020

Date: \_\_\_\_\_

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

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Director of Finance:  <sup>DS</sup> Andrew Cherullo

City Attorney (approved as to form):  <sup>DS</sup> Charles S Lee

Approved By:  <sup>DS</sup> Chris Burke

Approved By:  <sup>DS</sup> John Burk

Approved By:  <sup>DS</sup> Michael P. Slevin III, P.E.

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

## EXHIBIT A

### Scope of Work

#### Flett Stormwater Retention Ponds Weed Project

##### Background

Swamp smartweed (*Polygonum hydropiperoides*) is a perennial wetland plant affecting water retention infrastructure at the Flett Stormwater Retention Ponds in Tacoma, WA. A series of four manmade ponds, where water can be controlled, are connected by Flett Creek (Figure 1). Water is pumped into a marsh southwest of Pond #4, where Flett Creek reforms and eventually runs into Chambers Creek. In the fall, after smartweed has senesced, the long, woody stems dislodge and can plug screens and pumps.



**Figure 1.** Flett Creek stormwater retention ponds with emergent/surface aquatic vegetation outlined.

## Management

### Herbicide Option

Since smartweed is a perennial plant, control can start in the summer as soon as the majority of growth has occurred and the plant has emerged enough to allow a foliar application of herbicides. The treatment would use aquatically-approved imazapyr (Table 1) and adjuvants applied under the Aquatic Plant and Algae Management General Permit (NPDES). The herbicides are non-selective and the imazapyr should provide three months of residual control. In addition, other noxious weeds will be treated (e.g yellow flag iris).

Herbicides would be applied using a combination of boom and handgun off of a Marshmaster (low ground pressure amphibious tractor) or watercraft (e.g. airboat, canoe, skiff), depending on site conditions. It is estimated that it would take five days over several months to complete the application of herbicide in four Flett ponds if plant phenology and environmental conditions (i.e. no rain and low water in the ponds) were appropriate. However, the complete treatment of all ponds may need to spread over several years to maintain water quality.

**Table 1.** Estimated acreage of emergent/surface aquatic vegetation at Flett by pond number and maximum herbicide label rate for imazapyr<sup>1</sup>.

Pond Number	Acres	Pints Imazapyr (2 pts/ac)
1	3.00	6.00
2	4.43	8.86
3	2.34	4.68
4	1.97	3.98
Total	11.74	23.48

<sup>1</sup>If appropriate, another herbicide approved by the Department of Ecology may be used.

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>

**Table 2.** Budget for herbicide application to smartweed at Flett Ponds 1-4.

Category	Description	Cost
Labor	Salaries & benefits for up to five field staff	\$7,379
Goods & Services	Fuel, herbicide, safety supplies	\$1,436
Equipment	Marshmaster lease/parts/repair, sprayer parts/repair, airboat parts/repair	\$3,690
Travel	Per diem, lodging, mileage	\$3,715
Subtotal		\$16,220
Indirect	31.82%	\$5,161
Total		\$21,381

## Mowing Options

The Marshmaster has a brushhog-type mower and is capable of moving over very soft substrates. If the smartweed had very little water under it during the driest part of the summer, or early fall, the Marshmaster could be used to mow it. Mowing would produce smaller pieces that could decompose before fall rains, or pieces small enough to pass through the water infrastructure without interfering with its operation. A second alternative would be to attach a flail-type mower to create even smaller pieces of plant material.

Unfortunately, mowing does not affect the seeds that have already been produced and could produce root fragment capable of colonizing new areas. Also, neither mowing method will cut plants and stems below the waterline. For these reasons, mowing may have a limited role.

**Table 3.** Budget for mowing smartweed at Flett Ponds 1-4.

Category	Description	Cost
Labor	Salary & benefit for up to five field staff	\$7,379
Goods & Services	Fuel, herbicide, safety supplies	\$500
Equipment	Marshmaster lease/parts/repair, sprayer parts/repair, airboat parts/repair	\$2,500
Travel	Per diem, lodging, mileage	\$3,715
Subtotal		\$14,094
Indirect	31.82%	\$4,485
Total		\$18,579

## Tacoma Environmental Services, Actions Prior to Project

According to Ecology, Tacoma Environmental Services would need to apply for coverage under Aquatic Plant and Algae Management General Permit for a vendor to treat smartweed with herbicides.

To be exempt from the permit, Flett would need to be:

Constructed **detention or retention ponds** designed specifically for wastewater or stormwater treatment that do not discharge to other water bodies during and for two weeks after treatment, or where Ecology regulates the discharge under another permit that allows chemical treatment.

## Tacoma Environmental Services, Coverage

Ecology has issued coverage for the aforementioned herbicide treatment on Flett Stormwater Ponds under the Aquatic Plant and Algae Management General Permit (Permit #WAG994399)

issued on 09/17/18 (Exhibit C). This permit allows herbicide application between July 15 and October 31 annually.

**EXHIBIT “B”**

**City of Tacoma Environmental Services  
Work Authorization**

Date:	City Staff Contact:		John Burk
Project Name:	Aquatic Plant and Alga Maintenance Services – Flett Stormwater Ponds	Phone:	253-502-2161
Project No.:		Fax:	253-502-2107
Request Made To:	WDFW		
WDFW Contact Phone:			

**Scope of Work Authorization**

Control swamp smartweed growth in Flett stormwater holding ponds 1, 2, 3 and 4 using a foliar herbicide application. The goal is to prevent plugging of screens and pumps that pump water out of downstream pond 4 into the wetland complex, and thus prevent flooding. The treatment would use aquatically-approved imazapyr and adjuvants applied under the Aquatic Plant and Algae Management General Permit (NPDES). The herbicides are non-selective and the imazapyr should provide three months of residual control. Herbicides would be applied using a combination of boom and handgun off of a Marshmaster (low ground pressure amphibious tractor) or watercraft, depending on site conditions. Mowing is an alternative in the event herbicide application is not feasible.

**Budget Estimate:** \$21,381

**Task Request Approval:**

	Written Name		Title
	Signature		Date



Exhibit C. Coverage Letter

Interlocal Agreement between  
WDFW and City of Tacoma – Aquatic Plant and Algae Maintenance



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98501-7600 • 360-407-6000  
Toll free Washington Relay Service • Persons with a speech disability can call 877-833-6344

September 17, 2018

Chris Burke  
City of Tacoma  
326 East D Street  
Tacoma, WA 98421

Permit Number: WAC0904390  
Site Name: Flott Stormwater Ponds

**RE: Issuance of Coverage under the Aquatic Plant and Algae Management General Permit**

Dear Mr. Burke

The Washington Department of Ecology (Ecology) received your application for coverage under the Aquatic Plant and Algae Management General Permit (APAM permit). Ecology is issuing you coverage under the APAM permit as of September 17, 2018. Retain this letter with your permit documents. It is part of the official record of permit coverage.

A copy of the APAM permit, forms, and supporting documents may be viewed and downloaded at <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>

Please take time to read the entire permit. It contains the requirements you must follow to maintain compliance. Contact Jon Jennings (email and phone number listed below) if you have questions about the APAM permit, or would like to receive a hard copy.

**Treatment Timing Window**

Ecology is conditioning this permit coverage for some active ingredients to set allowed treatment periods for mitigating impacts to salmonids and Washington Department of Fish and Wildlife priority habitats and species using Treatment Timing Windows. For this coverage, the Treatment Timing Windows are:

**Waterbody Treatment Timing Window: July 15 to October 31, dates inclusive.**

To determine which active ingredients are subject to Treatment Timing Windows see permit condition S4.D, Table 3. All current Treatment Timing Windows are available here: <https://ecology.wa.gov/Asset-collections/Duc-Assets/Water-quality/freshwater/Water-Quality-Permits/Aquatic-Pesticides/Permits-watstimingtable>.



Chris Burke  
September 17, 2018  
Page 2

**Permit Fees**

State law (RCW 90.48 405) requires that all Permittees pay an annual permit fee based upon the state fiscal year. The state fiscal year begins each year on July 1, and ends June 30 the following year. Ecology mails permit fee bills to all Permittees annually. Permittees that have permit coverage on July 1 will receive a permit fee bill. If you would like more information on the permit fee process, contact the Water Quality Program Permit Fee Administrator at (360) 407-6425.

**Appeal**

The issuance of permit coverage may be appealed within 30 days of receiving this letter as detailed in the Appeal of General Permit Coverage focus sheet, which may be viewed and downloaded at <https://fortress.wa.gov/ecy/publications/documents/1710007.pdf>.

**Questions and Permit Technical Assistance**

If you have questions about this letter, or you have questions or need more information about APAM permit requirements please contact Jon Jennings at (360) 407-6283 or [jonathan.jennings@ecy.wa.gov](mailto:jonathan.jennings@ecy.wa.gov)

Sincerely,



Vincent McGowan, Manager  
Program Development Services Section  
Water Quality Program



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## 4. 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.

### 4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

### 4.2 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work.



## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

4.2.1 A per project aggregate policy limit.

4.2.2 Personal/Advertising Injury.

### 4.3 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

### 4.4 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 an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.5 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.6 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.

### 4.7 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.7.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.7.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

### 4.8 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.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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**CERTIFICATE OF LIABILITY INSURANCE**

Issue Date 2/21/2018

**ISSUED BY:**

State of Washington  
 Department of Enterprise Services  
 Office of Risk Management  
 PO Box 41466  
 Olympia WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

**COVERAGE AFFORDED BY****State of Washington Self Insurance Liability Program****INSURED:**

State of Washington  
 Department of Fish and Wildlife  
 ATTN: Jeff Hugdahl  
 PO Box 43135  
 Olympia, WA 98504-3135

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

**COVERAGES**

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	L & I 52WEGE1229	Continuous 6/30/17	Continuous 6/30/18	WC – STATUTORY EL - \$1,000,000 – per Accident/\$1,000,000 Disease per Policy/\$1,000,000 Disease per Employee
<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:** Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

**CERTIFICATE HOLDER:****CANCELLATION****EVIDENCE OF INSURANCE**

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE:**

  
 Jason Siems, State Risk Manager

**CERTIFICATE NUMBER CRT 18-500**



Req. #20-0500

## RESOLUTION NO. 40644

1 A RESOLUTION relating to storm pond maintenance; authorizing the execution of  
 2 an Interlocal Agreement with the Washington State Department of Fish and  
 3 Wildlife, Noxious Weed Program, in the total amount of \$300,000 over a  
 4 five-year period, budgeted from the Surface Water Fund, for the treatment  
 of nuisance weeds in the Regional Flett Stormwater Ponds located within  
 the Mountain View Cemetery.

5 WHEREAS the Flett Stormwater Ponds receive runoff from over 7,000 acres  
 6 within the City, and act to slow down and retain runoff during storm events,  
 7 preventing upstream flooding, downstream erosion, and habitat degradation, and  
 8

9 WHEREAS nuisance weeds block intake screens of the Flett Creek pump  
 10 station, and removal of these aquatic plants will reduce the flood risk to the  
 11 Mountain View Cemetery and upstream properties; reduce risk to maintenance  
 12 workers who clear blocked intake screens by hand; and prevent the spread of  
 13 these weeds to downstream habitats, including the Flett Wetland and Flett Creek,  
 14 a fish-bearing tributary of Chambers Creek and a key habitat for local fisheries,  
 15 and  
 16

17 WHEREAS the Environmental Services ("ES") Department is recommending  
 18 the execution of an interlocal agreement with the Washington State Department of  
 19 Fish and Wildlife in the maximum amount of \$60,000 per year, for a total of  
 20 \$300,000 over a five-year period, budgeted from the Surface Water Fund, for  
 21 annual aquatic plant and algae maintenance services in the Regional Flett  
 22 Stormwater Ponds located within the Mountain View Cemetery, and  
 23  
 24  
 25  
 26



WHEREAS herbicide application will provide five years of direct control, an additional four to six years post-control, will act on plant roots, and is significantly lower in cost than mechanical harvesting and dredging, and

WHEREAS the NPDES Aquatic Plant and Algae General Permit allows annual herbicide treatment of 60 percent of the surface area of the ponds, and aerial video will be obtained prior to and six to eight weeks following treatment, and

WHEREAS evaluation criteria will include post-application extent of nuisance plants, evidence of nuisance plants regrowth, native plant establishment, and occurrence of algae blooms, and

WHEREAS the state Department of Fish and Wildlife is ideally suited for this work, as the application team has intimate knowledge of sensitive aquatic species, experience working in critical aquatic habitats, and a favorable relationship with the state Department of Ecology, and

WHEREAS ES staff is recommending execution of the proposed interlocal agreement with the Washington State Department of Fish and Wildlife for the purpose of establishing a maintenance contract for storm pond maintenance for localized flood control; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an Interlocal Agreement with the Washington State Department of Fish and Wildlife, Noxious Weed Program, in the amount of \$300,000 over a five-year period, budgeted from the Surface Water Fund, for the treatment of nuisance weeds in the



1 Regional Flett Stormwater Ponds, located within Mountain View Cemetery, said  
2 interlocal agreement to be substantially in the form of the document on file in the  
3 office of the City Clerk.  
4

5 Adopted September 1, 2020

6  
7 *M. Woodard*  
8 Mayor

9 Attest:

10 *Doris Soum*  
11 City Clerk

12 Approved as to form:

13 *Christopher D. Reed*  
14 Chief Deputy City Attorney  
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