

RESOLUTION 1303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE EXISTENCE OF AN EMERGENCY NECESSITATING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO ADDRESS THE EMERGENCY REPAIR OF A GRAVITY SEWER MAIN IN HARBORVIEW DRIVE; WAIVING THE REQUIREMENTS OF RCW 39.04.190, RCW 39.04.155, AND CITY OF GIG HARBOR RESOLUTION NO. 1066; AND AUTHORIZING THE EMERGENCY WORK

WHEREAS, on January 3, 2024, the city was informed that the gravity sewer main (GM-444) that runs along Harborview Drive, between the intersections of N. Harborview Drive and Austin Street, was broken through by the city's consultant who was performing geotechnical borings for the North Creek Culvert Replacement Project. City staff located the sewer main before drilling using the best information available, per state law, but an unknown sewer manhole was shifting the sewer main 8-feet over from their located sewer mark. City staff found the paved over manhole lid while investigating the sewer main break; and

WHEREAS, on January 4, 2024, the sewer line was inspected by city staff with a remote camera to determine the extent of damage to the existing 15" diam. PVC sewer main; and

WHEREAS, the city now prepared to correct the damaged gravity sewer main by using trenchless repair technology to correct the issue without creating a large open trench excavation that has increased risks and increased costs; and

WHEREAS, time is of the essence to avoid any future discharge of raw sewer; and

WHEREAS, on January 12, 2024, the city administrator declared an emergency existed related to this damaged gravity sewer main and awarded a contract to Complete Trenchless Inc. to place a lining in the damaged section of the 15" diam. gravity sewer main; and

WHEREAS, Resolution 1066 authorizes the city to waive competitive bidding and professional selection requirements in the event of an emergency; and

WHEREAS, Resolution 1066 defines an emergency as an unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of an essential function; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken; and

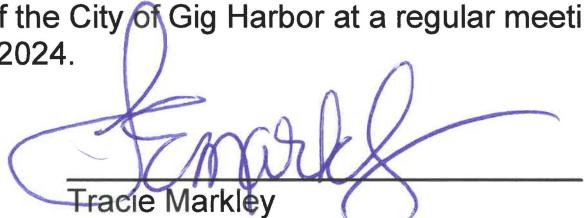
WHEREAS, because of this emergency, the city is unable to comply with the city's resolution applicable to bidding procedures;

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

Section 1. Finding and Declaration of Emergency. Based upon the WHEREAS clauses above, which are incorporated as findings, the city council hereby declares that an emergency exists requiring the immediate action by the city in order to preserve the public health, safety, property and welfare. The city council further declares that the delay necessitated by compliance with the procedures for procurement of equipment and construction of public works found in Resolution 1066 prevents the city from coping with the emergency in time to minimize impact to the city's vital infrastructure.

Section 2. Authorization of Repairs. The city council hereby authorizes expenditures necessary for the emergency repairs and authorizes the city administrator to execute the contract(s) necessary to complete the work.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 22nd day of January, 2024.



Tracie Markley
Mayor

Attest:



Joshua Stecker, CMC
City Clerk

EXHIBIT A



Applicant Resolution/Authorization

Organization Name (sponsor) City of Gig Harbor

Resolution No. or Document Name Resolution 1304

Project(s) Number(s), and Name(s) 23-1938 North Creek Culvert Replacement

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Tracie Markley, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jeff Langhelm, PE, Public Works Director
RCO Grant Agreement (Agreement)	Tracie Markley, Mayor
Agreement amendments	Jeff Langhelm, PE, Public Works Director
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Tracie Markley, Mayor

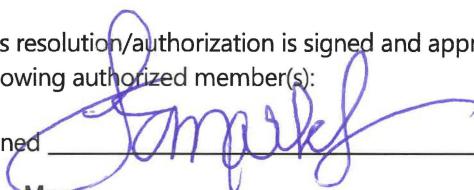
The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only—If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only—If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed  _____
Title Mayor Date 1/22/24

On File at: City of Gig Harbor

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: City of Gig Harbor Date: 1/22/2024

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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