Pierce County

CONTRACT FOR FUNDING PARTNERSHIP

Title:	**FOOD WASTE REDUCTION CULINARY PROGRAM**			**Contract Number:**	SC-110992
Start Date:	July 1st, 2024	End Date:	December 31, 2025	Fiscal Year:	2024-2025

INITIAL CONTRACT FUNDING NOT TO EXCEED:	**$125,000**
Total Amount Per Fund Source – Fund sources are broken down and identified due to spending restrictions on each one.	**470-01**
	$125,000

Contractor:	Bethel School District 403		
Mailing Address:	516 176th Street East Spanaway, WA 98387		
Contact Name:	Scott Martin	**Title:**	PCSC Director
Phone:	253-800-4800	**Email:**	smartin@bethelsd.org
Fiscal Contact:	Jennifer Iyall	**Email:**	jiyall@bethelsd.org
Agency UBI:			

Sustainable Resources Contract Team

Contract Owner:	**Lauren Dase**	Email:	Lauren.Dase@piercecountywa.gov
Program Contact:	**Mallory Sashko**	Email:	mallory.sashko@piercecountywa.gov

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Contractor, mutually agree that Contractor shall provide the services and comply with the requirements set forth herein and the exhibits and attachments, incorporated by reference into this Agreement:

EXHIBITS AND ATTACHMENTS

A: Statement of Work	E: Insurance Requirements
B: Compensation and Financial Requirements	
C: Contract Compliance	
D: General Terms and Conditions	

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter this Agreement.

	Scott Martin		9/19/24
Contractor Signature	**Printed Name and Title**		**Date**
Signed by: 899CE74C5CDC4C6...	9/24/2024	Signed by: Gary Robinson 88F99CA97BBD418...	9/24/2024
Approved As to Form Only by Deputy Prosecuting Attorney	**Date**	**Gary Robinson, Finance Director**	**Date**
Signed by: Bruce Wagner 507FE1CD37CE44D...	9/25/2024		
Bruce Wagner, Deputy Director	**Date**	**Bruce Dammeier, County Executive *(over $250k)***	**Date**

EXHIBIT A – STATEMENT OF WORK

Bethel School District 403, hereinafter referred to as the "Contractor," has been awarded an Agreement by Pierce County, hereinafter referred to as the "County", reflected by the **Total Contract Funding** set forth herein on page one (1) of this Agreement. The Contractor shall use this funding to implement the Agreement requirements set forth below.

1. DEFINITIONS

For purposes of this Agreement, the term:

1.1. "Agreement" or "Contract" means this document and all Exhibits and other documents incorporated by reference, containing all terms and conditions agreed upon by the parties.

1.2. "RCW" means Revised Code of Washington.

1.3. "WAC" means Washington Administrative Code.

2. BACKGROUND AND PURPOSE

2.1. The Sustainable Resources Division is a subdivision of the County.

2.2. Sustainable Resources is charged with implementing the Tacoma-Pierce County Solid & Hazardous Waste Management Plan (SHWMP).

2.3. The SHWMP directs the COUNTY to provide and support programs to reduce food waste.

2.4. In the passage of the 2024-2025 budget, the Pierce County Council authorized a transfer of $125,000 from the County to the Contractor.

2.5. The purpose of this Agreement is to provide the Contractor with funds to purchase equipment and materials for the Food Waste Reduction Culinary Program.

3. TERM OF AGREEMENT

3.1. The initial term of this Agreement begins on the Start Date listed on page 1 of this Agreement and ends on the End Date listed on page 1 of this Agreement.

3.2. The term of this Agreement may not be extended.

4. SCOPE OF WORK

4.1. Task 1 – In support of the Food Waste Reduction Culinary Program, contractor will purchase supplies directly related to equipment needs to facilitate the increased production of available products to local food banks.

4.1.1. The Contractor shall evaluate program needs, and properly purchase supplies, materials and equipment directly related to assisting in prepping food.

4.1.2. Examples of supplies, materials and equipment includes:

4.1.2.1. Freezer, Electric Kettle, Label Printer, Film Wrapping Machine, Vacuum Packaging Machine, Freeze Dryer, Food Dehydrator, Rotisserie Oven, Digital Scale, Juicer, Pressure Canner, Prep Knives, Japanese Style Knives, and Chef's Knives

4.1.3. Additional items outside of this list may be purchased at the Contractor's discretion with prior approval from the County.

4.2. Project Schedule

4.2.1. The Contractor shall adhere to the following project timeline in performance of this Agreement:

4.2.1.1. All supplies, materials and equipment must be purchased and received by December 31, 2025

5. PERFORMANCE METRICS

5.1. The Contractor's performance will be measured by the following outcomes:

5.1.1. Divert food products from the landfill and create meals for distribution at food banks.

5.1.1.1. Outcome: Organic material (food) diverted from the landfill

5.1.1.2. Outputs:

5.1.1.2.1. Create up to 1,000 meals for distribution at food bank partners

5.1.1.2.2. Up to 5 tons of food waste diverted from the landfill

6. MONITORING/COMPLIANCE

6.1. The County may monitor Contractor's performance of the work and compliance with laws and regulations. Monitoring may include, but is not limited to:

6.1.1. Reviews of invoices and backup documentation.

6.1.2. Reviews of compliance with background checks, licensing and certification requirements, prevailing wage requirements, and other terms of this Agreement.

6.1.3. Physical observation and inspections of job site, if applicable.

6.1.4. Reviews of records related to the performance of this Agreement, including personnel and other records, policies, procedures, or service delivery data.

6.1.5. Reviews regarding the quality, appropriateness and timeliness of services provided under this Agreement.

6.1.6. Inspections and/or audits of financial records.

6.2. The Contractor shall notify the County when an entity other than the County performs an audit or review described under this section related to any activity contained in this Agreement.

6.3. Upon request by the County, the Contractor shall provide records related to the performance of this Agreement.

6.4. Compliance with Laws and Regulations

6.5. General Compliance

7. REPORTING/DELIVERABLES

7.1. The Contractor is responsible for submitting all deliverables in a timely manner. Deliverables shall be submitted to Mallory Sashko at Mallory.sashko@piercecountywa.gov unless instructed otherwise. Deliverables include:

7.1.1. Quarterly reports to include updates on the following areas:

7.1.1.1. Weight of organic material diverted from the landfill.

7.1.1.1.1. Weight of organic material that still needed to be disposed of at the landfill.

7.1.1.2. Total meals provided to local food bank partners.

8. CORRECTIVE ACTION PLAN

8.1. If the Contractor defaults as defined in the Termination for Default section of the General Terms and Conditions, or is at risk of default, the County may require the Contractor to develop and execute a corrective action plan (CAP), which must be submitted for approval to the County within 30 calendar days of notification. CAPs may require modification of policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

8.1.1. CAPs must include:

8.1.1.1. A brief description of the situation requiring corrective action.

8.1.1.2. The specific actions to be taken to remedy the situation.

8.1.1.3. A timetable for completion of the actions.

8.1.1.4. Identification of individuals responsible for implementation of the plan.

8.1.2. Corrective action plans are subject to approval by the County, which may:

8.1.2.1. Accept the plan as submitted.

8.1.2.2. Accept the plan with specified modifications.

8.1.2.3. Request a modified plan.

8.1.2.4. Reject the plan.

EXHIBIT B: COMPENSATION AND FINANCIAL REQUIREMENTS

1. COMPENSATION

1.1. The County shall reimburse for supplies, materials and equipment related to the Food Waste Reduction Culinary program.

1.2. The County will not provide payment for:

1.2.1. Costs incurred prior to start date of this Agreement;

1.2.2. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; or

1.2.3. Payment requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in this Agreement.

1.2.3.1. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, subcontractors, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.

1.3. The Contractor shall follow their established purchasing guidelines.

2. BUDGET

2.1. Payment under this Agreement shall be for the actual cost of supplies, materials and equipment purchased directly related to and for the Food Waste Reduction Culinary program.

2.2. The maximum consideration is not to exceed the amount listed on page one of this agreement.

3. BILLING AND PAYMENT

3.1. The Contractor shall bill the County quarterly using an invoice form acceptable to the County.

3.2. The Contractor shall submit invoices to pcpwcontractservices@piercecountywa.gov.

3.3. The Contractor shall include the following items with each invoice:

3.3.1. The Contract Number.

3.3.2. The start and end date of the billing period.

3.3.3. Documentation to support the amount of the request for reimbursement to include copies of supplier invoices outlining the costs of the supplies.

3.3.4. A brief narrative of the services provided, including:

3.3.4.1. Deliverables completed and submitted.

3.4. The County shall issue payment no later than thirty (30) calendar days after receipt of a properly completed invoice. Invoices that are incomplete or missing required documentation may result in delayed payment.

3.5. The County reserves the right to modify the invoice form as necessary. The County will provide any revisions or changes to the Contractor in a timely manner.

3.6. **Fiscal Year End.** The Contractor shall:

3.6.1. For the final invoice of the current calendar year, submit the invoice to the County by no later than January 7th of the new year in order to ensure final payment is accrued.

3.6.2. For Agreements ending in any month other than December, submit the final invoice no later than the specific date to be provided by the County.

EXHIBIT C – CONTRACT COMPLIANCE

1. **Non-Segregated Facilities.** The Contractor, by signature of this Agreement, certifies that no segregated facilities are maintained and will not be maintained during the execution of this Agreement at any of Contractor's establishments.

   1.1. The Contractor further certifies that none of the Contractor's employees are permitted to perform their services at any location under the Contractor's control during the life of this Agreement where segregated facilities are maintained. The Contractor certifies further that they will not maintain or provide for the employees any segregated facilities at any of its establishments, and that they will not permit the employees to perform their services at any location, under his control, where segregated facilities are maintained.

   1.2. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

   1.3. The Contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to County.

2. **Non-collusion and Debarment.** The Contractor, also by signature of this Agreement, certifies that said firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

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

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

4. **MBE & WBE Participation.** Pierce County has made efforts to ensure opportunities for subcontracting are available within the scope of work, pursuant to the subcontracting requirements of this Agreement. Contractors are encouraged to solicit proposals from MWBEs and award subcontracts to MWBEs whenever possible.

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

5. **E-Verify Participation.** Pierce County requires that all businesses which contract with the County for contracts more than $25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the Agreement. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the Agreement. Failure to provide this document could result in suspension of the project.

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

2. **Amendments.** All amendments to this Agreement shall be in writing and signed by each of the parties.

3. **Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Contractor or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Contractor and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Contractor and County shall be responsible for their own attorney's fees and costs.

4. **Assignment and Subcontracting.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County. The County has the right to request copies of all subcontracts, agreements, or memorandum of understandings if subcontracting is approved. All subcontracts must incorporate or include all terms and conditions of this Agreement.

5. **Background Checks.** The Contractor may be required to conduct criminal background checks on all staff, volunteers, and subcontractors accessing certain buildings or systems under this Agreement. Specific background check requirements may be included in Exhibit A, Statement of Work or a Work Assignment, if applicable.

6. **Confidentiality**. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees, and costs resulting from Contractor's breach of this provision.

7. **Close-Out.** Contractor shall submit to County at the end of the period of performance of this Agreement all financial, performance, and other reports as required by Exhibits A and B of this Agreement.

8. **Compliance with Laws.** This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit C.

9. **Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Contractor, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided

above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of this Agreement by Contractor. The rights and remedies of County provided for in this section (9) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County decides under this section (9) shall be an issue and may reviewed as provided in the Dispute Resolution section (14) below.

10. **Contractor Commitments, Warranties, and Representations.** Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.

11. **Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend, and hold harmless Pierce County per section (11) below from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

12. **Data Security.** Contractor agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.

13. **Defend, Hold Harmless, and Indemnity.**

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

        13.1.1. The preceding section (11.1) is valid and enforceable only to the extent of Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (1) the County or its agents or employees, and (2) the Contractor or the Contractor's agents or employees.

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

13.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Contractor as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.

13.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

13.5. Capital Projects

13.5.1. Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.

13.5.2. Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.

13.5.3. Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

14. Dispute Resolution. Differences between Contractor and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Contractor and County shall meet and confer in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.

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

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

15. Drug-Free Workplace. Contractor shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

16. **Entire Agreement.** This written Agreement represents the entire Agreement between the Contractor and County and supersedes any prior oral statements, discussions, or understandings between Contractor and County.

17. **Future Non-Allocation of Funds.** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services of amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by County ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

18. **Independent Contractor Relationship.**

    18.1. The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

    18.2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

    18.3. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

    18.4. Contractor will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees, or costs incurred by reason of claims or demands because of breach of the provisions of this section.

19. **Insurance Requirements.** The insurance coverages specified in Exhibit E are required.

20. **Licensing and Accreditation Standards**. Contractor agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.

21. **No Third-Party Beneficiary.** County does not intend by this Agreement to assume any contractual obligations to anyone other than Contractor, and Contractor does not intend by this Agreement to assume any contractual obligations to anyone other than County. County and Contractor do not intend that there be any third-party beneficiary to this Agreement.

22. **Non-Discrimination.**

    22.1. During the performance of this Agreement, Contractor shall comply with federal, state, and local laws including, but not limited to:

        22.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981].

22.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.].

22.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.].

22.1.4. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621].

22.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102].

22.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011].

22.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States.

22.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW].

22.1.9. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.

22.2. Requirements of County's Equal Employment Opportunity Policy are incorporated by reference to this Agreement and include, but are not limited to, the following:

22.2.1. Contractor shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

22.2.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, Contractor may state that Contractor is an Equal Opportunity Employer, instead of using the longer qualification.

22.2.3. Contractor will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:

22.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.

22.2.3.2. Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement.

22.2.3.3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor's facilities, or other benefits provided under this Agreement; nor

22.2.3.4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (1) the types of service or the benefits to be provided; (2) the class of individuals to whom, or the

situation in which, such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Contractor will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.

22.2.4. As required by Title II/III of the ADA regarding places of public accommodation, Contractor will ensure equal opportunity for individuals with disabilities to receive services. Contractor will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

23. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to the County shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett, Tacoma WA 98402. Notice to the Contractor for all purposes under this Agreement shall be given to the contact reflected on page 1 of this Agreement. Notice may be given by physical delivery or by depositing in the US Mail, first class, postage prepaid.

24. Ownership of Items Produced. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

25. Patent/Copyright Infringement.

25.1. Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

25.1.1. That Contractor shall be notified promptly in writing by County of any notice of such claim.

25.1.2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

26. Payment of Taxes.

26.1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

26.2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Satisfactory performance of this section (26) is a condition precedent to payment by the County under this Agreement.

27. Proprietary Software. In the event Contractor accesses County's proprietary software applications to perform any work under this Agreement, Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

27.1. The use of the software application shall be restricted to employees or subcontractors.

27.2. The Contractor shall not "pirate" or reverse engineer the software application; and/or

27.3. Otherwise use the application in any way that may harm the County.

28. Recordkeeping, Reporting, Audits. Contractor shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all "public records" associated with this Agreement for up to six (6) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law.

29. Right to Review. This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract expiration or termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

30. Severability. In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

31. Survivability. The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive.

32. Suspension & Termination for Default.

32.1. If the Contractor defaults, the County may, upon written notice to Contractor, immediately terminate this Agreement. Default includes, without limitation, the occurrence of any one or more of the following:

32.1.1. Contractor fails to comply with any of the terms or conditions of this Agreement or perform any of the obligations of the Agreement.

32.1.2. Contractor uses Agreement funds improperly or illegally.

32.1.3. Contractor provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently.

32.1.4. Contractor fails to resolve in a timely fashion audit finding(s) associated with this Agreement which could materially impact performance of this Agreement.

32.1.5. Contractor is unable to carry out the terms and conditions of this Agreement in compliance with applicable federal, state, or local law; or

32.1.6. Any illegal act by Contractor.

32.2. The County may, in its sole discretion, provide in its written notice an opportunity to cure the default with a deadline for said cure. No opportunity to cure will be given for illegal acts by the Contractor or for a default that causes an immediate risk to the health, safety, or financial security of the County or its residents.

32.3. Whenever the Agreement is terminated for default, Contractor shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Contractor and supported by appropriate documentation prior to termination. Termination of this Agreement by County at any time during its term, whether for default or convenience, shall not constitute a breach by County.

32.4. If Contractor receives a notice of termination from County, Contractor shall:

32.4.1. Cease performance under this Agreement to the extent specified in the notice of termination.

32.4.2. Place no further orders or agreements for goods, services, or facilities to complete the performance now terminated.

32.4.3. Assign to County all Contractor's rights, title, and interest under the orders and agreements placed by Contractor to complete the performance now terminated.

32.4.4. Deliver or convey title to:

32.4.4.1. Any property produced by the work terminated.

32.4.4.2. Any usable personal property in which County has a secured interest.

32.4.4.3. Any usable property carried on the County's inventory.

32.4.4.4. Any real property in which County, or any entity names by County, has a secured interest.

32.4.5. Send a final request for reimbursement, supported by appropriate documentation, for the performance now terminated to County within thirty (30) calendar days of the date of termination.

32.5. Upon termination, County will:

32.5.1. Arrange to take delivery of property or the right, title, or interest of real property conveyed by Contractor in conjunction with this Agreement; and

32.5.2. Make final payment upon receipt of final billings for all authorized services, if Contractor has provided documentation that County's interests are fully protected.

32.6. After termination for default, the County may issue a new solicitation to reprocure the services provided under this Agreement. The Contractor shall not respond to the solicitation unless authorized by the County.

32.7. The rights and remedies in this section (32) are in addition to any other rights and remedies provided by law or under this Agreement.

33. Termination for Public Convenience.

33.1. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Events that may warrant a termination for public convenience include, but are not limited to:

33.1.1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion.

33.1.2. Performance of this Agreement is rendered unfeasible or impossible for any reason.

33.2. Whenever the contract is terminated in accordance with this section, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

34. Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by Contractor and County.

35. Waiver of Non-Competition. Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

36. Withholding Payment. In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

EXHIBIT E – INSURANCE REQUIREMENTS

1. Insurance Requirements. The insurance coverages specified in this Exhibit are required.

1.1. The Contractor shall, at the Contractor's own expense, procure and maintain for the duration of this Agreement, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, the minimum coverages as outlined below:

1.1.1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence.

1.1.2. **Sexual Abuse and Molestation Liability:** If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall, at their own expense, obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

1.1.3. **Automobile Liability:** ISO form CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

1.1.4. **Professional Liability (Errors and Omissions)**: Limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

1.1.5. **Workers Compensation:** As statutorily required by the State of Washington.

1.1.6. **Employers' Liability or Stop Gap Coverage:** Employers' Liability with limits not less than $1,000,000 or an endorsement on the General Liability policy providing Stop Gap Coverage.

1.1.7. **Crime Insurance:** Contractor's handling County funds or assets, providing financial assistance, or distributing funds on behalf of the County shall maintain Crime Insurance with limits adequate to cover the maximum amount of risk at any one time; or a total of one year's receipts. This policy shall include coverage for Fidelity, Theft, Disappearance, and Employee Dishonesty. Coverage shall include Joint Loss Payable Endorsement ISO form CR 20 15 or equivalent; and Provide Required Notice of Cancellation to Another Entity Endorsement ISO form CR 20 17.

1.2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Pierce County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

1.3. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1.3.1. ***Additional Insured Status***

1.3.1.1. **Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on all required policies.

1.3.2. ***Primary Coverage***

1.3.2.1. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects Pierce County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess

of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

1.3.3. ***Umbrella or Excess Policy***

1.3.3.1. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by Pierce County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

1.3.4. ***Notice of Cancellation***

1.3.4.1. In the event of nonrenewal, or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished to Pierce County prior to the date of, change or nonrenewal, such notice shall be sent to the Pierce County Risk Manager, 950 Fawcett Avenue, Suite 200, Tacoma, WA 98402.

1.3.5. ***Waiver of Subrogation***

1.3.5.1. Contractor hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Pierce County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Pierce County has received a waiver of subrogation endorsement from the insurer.

1.3.6. ***Self-Insured Retentions***

1.3.6.1. Self-insured retentions must be declared to and approved by Pierce County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor and shall not apply to the Indemnified Additional Insured Parties. Pierce County reserves the right to obtain a copy of any policies and endorsements for verification.

1.3.7. ***Acceptability of Insurers***

1.3.7.1. Insurance is to be placed with insurers authorized to conduct business in the State of Washington with a current A.M. Best's rating of no less than A:VII.

1.3.8. ***Claims Made Policies***

1.3.8.1. If any of the required policies provide coverage on a claims-made basis:

1.3.8.1.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

1.3.8.1.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

1.3.8.1.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

1.3.9. ***Verification of Coverage***

1.3.9.1. Contractor shall furnish Pierce County Risk Management with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Pierce County Risk Management before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Pierce County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

1.3.10. ***Subcontractors***

1.3.10.1. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Pierce County is an additional insured on insurance required from subcontractors.

1.3.11. ***Special Risks or Circumstances***

1.3.11.1. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any modification to these requirements shall be made in writing, by a mutually agreed amendment signed by both parties.

1.4. Pierce County shall have no obligation to pay premiums.

1.5. Pierce County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

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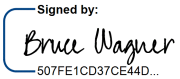
Certificate Of Completion

Envelope Id: 879890A4ACB84F4E9ACFC54E35FDA6BB
Status: Completed
Subject: SC-110992: 2024-2025 FOOD WASTE REDUCTION CULINARY PROGRAM
Source Envelope:
Document Pages: 19
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Karlee Iverson
1102 Broadway
Ste 101
Tacoma, WA 98402
karlee.iverson@piercecountywa.gov
IP Address: 97.126.93.111

Record Tracking

Status: Original
9/13/2024 7:05:06 AM
Holder: Karlee Iverson
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Signer Events	Signature	Timestamp
Bruce Wagner ppwdirector@piercecountywa.gov Director, Planning and Public Works Security Level: Email, Account Authentication (None)	Signed by:  507FE1CD37CE44D... Signature Adoption: Pre-selected Style Using IP Address: 162.5.15.62	Sent: 9/24/2024 10:19:57 AM Viewed: 9/24/2024 10:29:50 AM Signed: 9/25/2024 12:24:20 PM
Electronic Record and Signature Disclosure: Accepted: 9/24/2024 10:29:50 AM ID: 932f7a34-a49c-4fc0-a80d-5d7ad2f842bd		
Gary Robinson Gary.Robinson@piercecountywa.gov Finance Director Security Level: Email, Account Authentication (None)	Signed by:  88F99CA97BBD418... Signature Adoption: Pre-selected Style Using IP Address: 131.191.116.13	Sent: 9/24/2024 10:19:58 AM Viewed: 9/24/2024 10:26:48 AM Signed: 9/24/2024 10:26:54 AM
Electronic Record and Signature Disclosure: Accepted: 9/24/2024 10:26:48 AM ID: 82dc5549-f134-4bf1-9629-13cce0415438		
Ian Northrip ian.northrip@piercecountywa.gov Deputy PA, approved as to legal form only Security Level: Email, Account Authentication (None)	Signed by:  899CE74C5CDC4C6... Signature Adoption: Uploaded Signature Image Using IP Address: 162.5.4.21	Sent: 9/24/2024 10:19:58 AM Viewed: 9/24/2024 10:58:47 AM Signed: 9/24/2024 11:00:18 AM
Electronic Record and Signature Disclosure: Accepted: 9/24/2024 10:58:47 AM ID: 59aea3b1-d088-4554-906c-d189e4153021		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lauren Dase lauren.dase@piercecountywa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/13/2024 7:10:38 AM Viewed: 9/13/2024 7:19:47 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/24/2024 10:58:47 AM
Signing Complete	Security Checked	9/24/2024 11:00:18 AM
Completed	Security Checked	9/25/2024 12:24:20 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FPM_DocuSign_Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: curtis.hanson@piercecountywa.gov

To advise FPM_DocuSign_Procurement of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at curtis.hanson@piercecountywa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from FPM_DocuSign_Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to curtis.hanson@piercecountywa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FPM_DocuSign_Procurement

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to curtis.hanson@piercecountywa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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