BSD 2425-7493

Pierce County

E-VERIFY DECLARATION

Business Name: Bethel School District

Solicitation (NOFA/RFP/RFQ) Number: 24-001-PSTAA

Pierce County requires that, as a condition for the award of any County contract for public works in excess of $100,000.00 or any other County contract in excess of $25,000.00, and the duration of the contract is greater than 120 days, the business entity or contractor shall enroll in the E Verify program, or its successor, and thereafter shall provide the County documentation affirming its enrollment and participation in the program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment upon notification of award. The Prime Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the Prime or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment. Failure to provide this document could result in suspension or termination of the contract.

The Federal E-Verify Program is a web-based application that can be accessed at: www.dhs.gov/everify.

****

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. That the above-named business is currently enrolled in and using the E-Verify system implemented on March 1, 2010, as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as service is being performed under the above-named solicitation.
2. I certify that I am duly authorized to sign this declaration on behalf of the above-named business.
3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the business listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension or termination of this contract.

Signature: Brian M. Lowney Date: 11/5/24

Printed Name and Title: Dr. Brian Lowney, Interim Superintendent

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bethel School District #403

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

516 176th Street E

Requester's name and address (optional)

6 City, state, and ZIP code

Spanaway, WA 98387

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	1	–	0	8	3	2	8	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 01/02/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Pierce County

CLIENT SERVICE AGREEMENT FOR BIRTH-TO-25 SERVICES

Title:	Teen Summer Nights	**Contract Number:**	SC-111308

Start Date:	July 1, 2024	End Date:	December 15, 2025	Fiscal Year:	2024-2025

The County reserves the right to extend this Agreement for additional periods. The decision to extend is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Contractor during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Contractor will occur prior to the expiration of this Agreement.

INITIAL CONTRACT FUNDING NOT TO EXCEED:	**$300,000.00**			
Total Amount Per Fund Source – Fund sources are broken down and identified due to spending restrictions on each one.	**185-PSTAA**			
	$300,000.00			

Contractor:	Bethel School District		
Mailing Address:	516 176th Street E., Spanaway, WA 98387		
Contact Name:	Brian Lowney	**Title:**	Interim Superintendent
Phone:	253-800-2010	**Email:**	blowney@bethelsd.org
Fiscal Contact:	Joanne Klein	**Email:**	jklein@bethelsd.org
Agency UBI:	279-003-337		

Birth-to-25 Initiative Contract Team			
Contract Owner:	**Patti Spaulding-Klewin, SSPS2**	Email:	Patti.Spaulding-Klewin@piercecountywa.gov
Fiscal Contact:	**Arlene Whittington, Grant Accountant 2**	Email:	Arlene.Whittington@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	
B: Compensation and Financial Requirements	
C: General Terms and Conditions	
D: Insurance Requirements	

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.

Signed by: Brian Lowney 2C137463316C4A5...	Brian Lowney Interim Superintendent - Bethel School District		12/11/2024
Contractor Signature	**Printed Name and Title**		**Date**
Signed by: Kimberley DeMarco BD5466261D144EC...	12/16/2024	Signed by: Gary Robinson 88F99CA97BBD418...	12/11/2024
Approved As to Form Only by Deputy Prosecuting Attorney	**Date**	**Gary Robinson, Finance Director**	**Date**
Signed by: Heather Moss 9F4CA0FAB08C488...	12/16/2024	Signed by: Bruce Dammeier 1BD2210628D6495...	12/16/2024
Heather Moss, Human Services Director	**Date**	**Bruce Dammeier, County Executive *(over $250k)***	**Date**

EXHIBIT A – STATEMENT OF WORK

Bethel School District 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. "CFR" means Code of Federal Regulations.

1.3. "Client" or "member" means an individual who receives services, or is eligible to receive services, under this Agreement.

1.4. "RCW" means Revised Code of Washington.

1.5. "WAC" means Washington Administrative Code.

2. BACKGROUND AND PURPOSE

2.1. In 2015, the Washington State Legislature passed SB5987 which created the Puget Sound Taxpayer Accountability Account in the state treasury as a part of transportation funding legislation. The account will be funded from a sale and use tax offset fee of 3.25% of total payments made by Sound Transit on the cost of construction projects from "Sound Transit 3" as approved by voters in 2016. Funds shall be used for "educational services to improve educational outcomes in early learning, K-12, and higher education, including, but not limited to, for youths that are low income, homeless, or in foster care, or other vulnerable populations."

2.2. The work of Pierce County Human Services Birth-to-25 Initiative is supported by the Pierce County Birth-to-25 Advisory Board (B-25) which serves in an advisory capacity to assist the County in creating a long-range plan with policy, systems, and environmental change recommendations to ensure the successful development of infants, children, youth, and young adults ages birth through 25.

2.3. The purpose of the Agreement is to provide "Teen Summer Nights," a dynamic summer program, designed to engage adolescents in a variety of enriching, interactive activities. With a focus on teen mental health, engaging, and skill building activities, this program fosters personal growth and positive peer connections in a safe and supportive environment.

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. CONTRACTOR RESPONSIBILITIES

4.1. The Contractor shall provide the following services:

4.1.1. Provide free, flexible, accessible and inclusive recreational indoor & outdoor opportunities including but not limited to flag football, basketball, volleyball, ping pong, pickle ball, kickball, badminton, arts and crafts, karaoke, and yard and board games to middle and high school students from Bethel School District.

4.1.1.1. Program delivery four (4) nights a week for seven (7) weeks during summer break; two (2) nights at Bethel Middle School 5:00 PM-8:00 PM and two (2) nights at Ceder Crest Middle School 5:00 PM-8:00 PM.

4.1.1.2. Programming starts within two (2) weeks of the school year ending and finishes one (1) week before school starts.

4.1.2. Provide Mental Health Awareness classes, including:

4.1.2.1. Teen Mental Health First Aid Awareness classes teach teenagers how to recognize and support a friend/peer who is having mental health and/or substance use challenges, including how to seek the help of an adult.

4.1.2.1.1. Three (3) part weekly series offered at Cedar Crest and Bethel Middle Schools.

4.1.2.2. "Get Your Mind Right"- Kids Mental Health of Pierce County are non-formal discussions and listening sessions with youth fostering positive mental health well-being.

4.1.2.2.1. Two (2) sessions offered at Cedar Crest and Bethel Middle Schools.

4.1.3. Special Events with partnering agencies to take place at Bethel Middle School and Cedar Crest Middle School:

Name	Description	Frequency	Location
The Game Time Way	Interactive athletic games and contest activities	Seven (7) Weeks One (1) night per week One (1) night per week	 Bethel Middle School Cedar Crest Middle School
Game Truck	Interactive gaming for individuals and groups	Three (3) Weeks One (1) night per week One (1) night per week	 Bethel Middle School Cedar Crest Middle School
NW Small Equine Club	Interactive activities with ponies	One (1) Week One (1) night One (1) night	 Bethel Middle School Cedar Crest Middle School
A Affordable DJ	Games, dancing, karaoke, minute-to-win it games	Four (4) Weeks One (1) night per week One (1) night per week	 Bethel Middle School Cedar Crest Middle School
YMCA	Team trust-building exercises and financial literacy	Seven (7) Weeks Two (2) nights per week Two (2) nights per week	 Bethel Middle School Cedar Crest Middle School

4.1.3.1. Add on additional partnering organizations as needed with approval from Pierce County and within the scope of contractor responsibilities.

4.1.4. Solicit feedback from youth participants in the form of surveys.

4.1.5. Provide and serve meals, snacks and drinks to youth participants to engage and encourage participation.

4.1.6. Contract with Bethel Recreation Association to provide on-site staffing support in the form of site coordination, campus sercurity, program supervision and supports.

4.2 Undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where needs exist. The County is committed to achieving equity in service delivery, decision making, community

engagement and in eliminating racial inequality. The County believes a diverse, inclusive society, that provides opportunities to all of its citizens, will ultimately make us a stronger County.

4.3. Population Served / Eligibility

4.3.1. Participants shall meet the following criteria:

4.3.1.1. Youth and young adult population ages 12-18.

4.3.1.2. Bethel School District middle and high school students, or a guest of a Bethel School District student.

4.3.2. Participants must register in advance or on-demand prior to program participation.

4.4. Access and Capacity

4.4.1. Location(s) of services shall be within the Pierce County Regional Transit Authority jurisdiction:

4.4.1.1. Bethel Middle School

4.4.1.2. Cedarcrest Middle School

5. PERFORMANCE METRICS

5.1. The Contractor shall provide the following performance measure(s):

5.1.1. Serve approximately 1400 unduplicated youth over the contract period.

5.1.2. Provide up to 10 mental health awareness classes.

5.1.3. Provide up to 50 special partner interactive opportunities.

5.1.4. Provide a meal and snacks four (4) nights per week while program is in session.

5.1.5. **Outcome #1:** Participant satisfaction with Teen Summer Nights programming.

5.1.5.1. Activities: Provide services as described in Section 4. Collect, track and measure data based on Outcome #1.

5.1.5.2. Indicator: High level of participant satisfaction of services provided.

5.1.5.3. Target: 75%

5.1.5.4. Source of Verification: Surveys

5.1.6. **Outcome #2:** Increased participation in positive activities.

5.1.6.1. Activities: Provide services as described in Section 4. Collect, track and measure data based on Outcome #2.

5.1.6.2. Indicator: High level of repeat participants.

5.1.6.3. Target: 75%

5.1.6.4. Source of Verification: Surveys and registration data.

6. MONITORING/COMPLIANCE

6.1. The County, or any duly authorized state or federal representatives, may conduct announced and unannounced monitoring of the Agreement and program services. 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 and other terms of this Agreement.

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

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

6.1.5. Inspections and/or audits of financial records, computers, or electronic systems of the Contractor and of any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract per Section 1903(m)(A)(iv) of the Social Security Act.

6.1.6. On-site inspections of any and all contractor and subcontractor locations.

6.2. The Contractor shall notify the County when an entity (state/federal/other local) other than the County performs an audit or monitoring described under this section related to any activity contained in this Agreement. The County reserves the right to request/review copies of the results of any review performed.

6.3. All performance measures, reviews, and monitoring conducted by the County shall meet the minimum standard of ninety (90) percent to be considered compliant, unless otherwise stated. For performance measures, reviews, and monitoring that fall below the ninety (90) percent threshold, the Contractor may be subject to a Corrective Action Plan (CAP).

6.4. Use of County Logo for Marketing

6.4.1. The Contractor shall include the County logo, in a design pre-approved by the County, in all bid solicitations, flyers, posters, and other outreach or marketing materials related to the services provided under this Agreement.

6.4.1.1. The above-referenced materials shall also include a written acknowledgement of County funding, which may be provided in a statement similar to the following: "These services are supported by funding from Pierce County through its [Department name] Department."

6.4.2. The Contractor may contact the County contacts listed on page 1 of this Agreement to obtain an image file of the County logo.

6.5 General Compliance

6.5.1. Assign, orient, supervise, monitor, and perform regularly scheduled performance review sessions for all employee positions.

6.5.2. Maintain documentation on all services and coordination activities provided during this contract.

6.5.3 Maintain documentation that clients served under this contract are Pierce County residents and meet other eligibility criteria found in Section 4, above.

7. REPORTING/DELIVERABLES

7.1. The Contractor is responsible for submitting all deliverables in a timely manner. Deliverables shall be submitted in the format that is identified or provided by the County and shall be submitted to Patti Spaulding-Klewin at PSTAA@piercecountywa.gov unless instructed otherwise**.** Deliverables include:

7.1.1. Quarterly reports on each performance measure to include progress on each measure, status of outcomes, and outputs.

7.1.1.1. Narrative response to be reported quarterly and at the end of the contract via provided form.

7.1.2. As a requirement of the agreement, Contractor will provide client demographic data of clients served by the Puget Sound Taxpayer Accountability Account to provide planning and quality assurance services. Data points to be collected: Age, race/ethnicity, zip code, gender or mutually agreed upon data set.

8. COUNTY RESPONSIBILITIES

8.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:

8.1.1. Provide required forms for any reports the Contractor is required to submit to the County under this Agreement, if applicable.

8.1.2. Provide technical assistance on program-related matters.

9. CORRECTIVE ACTIONS

9.1. 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, at its own discretion, 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.

9.1.1. CAPs must include:

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

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

9.1.1.3. A timetable for completion of the actions.

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

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

9.1.2.1. Accept the plan as submitted.

9.1.2.2. Accept the plan with specified modifications.

9.1.2.3. Request a modified plan.

9.1.2.4. Reject the plan.

EXHIBIT B – COMPENSATION AND FINANCIAL REQUIREMENTS

1. COMPENSATION

1.1. The County shall provide funding for satisfactory performance of the services as set forth in the Statement of Work in this Agreement, at the rates and in the amounts agreed upon in this Agreement. The Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.

1.2. Funding is contingent upon the receipt of funds from contractual Agreements between Pierce County and state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Contractor per section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification.

1.2.1. Should a change in fund source occur or become necessary, the County shall notify the Contractor immediately, by issuing a formal amendment, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions (GTC). The Contractor shall keep a copy of any notices on file with the Agreement as the record of change.

1.3. Funds shall not be obligated for:

1.3.1. Costs incurred prior to start date of this Agreement:

1.3.1.1. 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; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or

1.3.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in the GTC or statement of work.

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

1.4. The Contractor shall provide services in the most effective, efficient, and economical manner possible to establish a prudent financial management system.

1.5. The initial maximum consideration is not to exceed $300,000.00, as shown in the funding table below. It is the responsibility of the Contractor to monitor their monthly expenses and ensure that they do not exceed the maximum consideration for the fund source(s).

Payment Period: July 1, 2024, through December 15, 2025			
Service Designation/Activity	**Rate Method**	**Fund Source**	**Not to Exceed**
Direct Service Wages & Fringe Benefits	Reimbursement	185-PSTAA	$47,600.00
Program-Specific Equipment & Supplies	Reimbursement	185-PSTAA	$95,435.00
Program-Specific Professional Services	Reimbursement	185-PSTAA	$130,040.00
Program-Specific On-going Operations and Maintenance	Reimbursement	185-PSTAA	$1,400.00
Other Costs	Reimbursement	185-PSTAA	$1,300.00
Administration Costs	Reimbursement	185-PSTAA	$24,225.00
		18-Month Total	**$300,000.00**

1.6. Funding for Administration may not exceed the total amount per the table above. Any unspent funding from Administration may be moved to another line without a formal amendment. The Contractor shall inform the County immediately of their intent to move funds between any lines prior to taking action and, if approved by the County, the Contractor must submit an updated budget within 15 days.

2. BILLING AND PAYMENT

2.1. The Contractor shall submit reimbursement requests to the County monthly using an invoice form provided by the County. Each calendar month shall be considered a billing period.

2.2. The Contractor shall submit invoices to PSTAA@piercecountywa.gov no later than the 15th of the month after each billing period ends.

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

2.3.1. The Contract Number.

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

2.3.3. Documentation to support the amount of the request for reimbursement.

2.4. 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.

2.5. 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.

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

2.6.1. Submit the final CPR for the calendar year (CY) in the month of January. The actual date to be determined and communicated to the Contractor by the County.

2.6.2. 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.

2.6.3. The County will provide timely written notification, via a formal letter or an e-mail, of the submission requirements for these time frames.

2.6.4. Failure to follow the year end and/or final CPR instructions, may result in a delayed payment or nonpayment for the given month.

1. **Amendments.** All amendments to this Agreement shall be in writing and approved by the County.

2. **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.

3. **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.

   In addition, all Subcontracts must be in writing and specify all responsibilities and requirements appropriate to the service or activity delegated under the Subcontract and must incorporate or include all terms and conditions of this Agreement. No subcontract terminates the legal responsibility of the Contractor to the County to perform the terms of this Agreement. The Contractor shall be responsible for the acts and omissions of any Subcontractor, and the Contractor is responsible for all contractual obligations, financial or otherwise, to its Subcontractors. The County has no contractual obligations to any Subcontractor under a contract with the Contractor.

4. **Background Checks.** The Contractor shall conduct criminal background checks on all staff, volunteers, and subcontractors' prior to initiating work with any individual under eighteen years of age, a vulnerable adult as defined in chapter 74.34 RCW, or a vulnerable person as defined in RCW 9.96A.060 who is receiving services under this Agreement. The Contractor shall maintain appropriate documentation of all background checks performed in its employees' files.

   In addition, when applicable, the Contractor shall ensure when employees performing services under this Agreement are required to have specific credentials, licenses, and education, employees meet all required standards and source document verification is maintained in employee files.

5. **Billing Limitations.** The Contractor shall submit timely invoices as detailed in Exhibit B. Unless otherwise specified under this Agreement, the County shall not reimburse any claims for services submitted more than six (6) months after the calendar month in which the services were performed.

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. **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 (8) 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 (8) shall be an issue and may reviewed as provided in the Dispute Resolution section (13) below.

9. **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.

10. **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 (12) below from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

11. **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.

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

    12.1. 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.

        12.1.1. The preceding section (12.1) 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.

    12.2. 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.

12.3. 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.

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

12.5. Capital Projects:

12.5.1. 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.

12.5.2. 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.

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

13. 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. 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.

15. 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 Contractor must provide the E-Verify Declaration certifying enrollment in the Federal E-Verify program to the County. The Contractor will remain enrolled in the program for the duration of the Agreement. The 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 Contractor 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.

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.** Contractor and County are and shall at all times be deemed independent contractors. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Contractor and County and the County or any of the Contractor's employees or agents. Contractor and County shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by Contractor and County, respectively, pursuant to this Agreement.

19. **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.

20. **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.

21. **Non-Discrimination.**

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

        21.1.1. 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].

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

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

        21.1.4. 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].

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

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

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

        21.1.8. The Washington Equal Pay and Opportunities Act [Chapter 49.58 RCW].

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

        21.1.10. 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.

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

        21.2.1. 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.

21.2.2. 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.

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

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

21.2.3.2. 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.

21.2.3.3. 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

21.2.3.4. 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.

21.2.4. 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.

22. 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.

23. Patent/Copyright Infringement.

23.1. 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:

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

23.1.2. 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.

24. Payment of Taxes.

24.1. Contractor shall pay all federal, state, and local taxes incurred by Contractor. Contractor shall require payment of all federal, state, and local taxes incurred by any of its subcontractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement. Satisfactory performance of this section (24) is a condition precedent to payment by the County under this Agreement.

25. 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:

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

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

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

26. Recapture Provisions. In the event the Contractor fails to comply with any of the terms and conditions of this Agreement and that failure results in an overpayment, or Contractor fails to expend funds under this Agreement in accordance with state and federal laws and/or provisions of this Agreement, the County reserves the right to recapture funds in an amount equivalent to the overpayment or extent of the noncompliance. Such right of recapture shall exist for a period not to exceed one (1) year following Agreement termination or Agreement completion. Repayment by the Contractor of funds under this recapture provision shall occur within 30 calendar days of demand. If repayment is not made within the specified time frame, the County may secure repayment, plus interest, if any, utilizing available remedies.

27. 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.

28. Religious Activities. In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, generally, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by County under this Agreement:

28.1. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement.

28.2. Contractor may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.

28.3. In performance of this Agreement, Contractor shall not discriminate against an individual beneficiary, or a prospective beneficiary of services based on religion or religious belief.

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

32.1. **Default.**

32.1.1. 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:

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

32.1.1.2. Contractor uses Agreement funds improperly or illegally.

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

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

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

32.1.1.6. Any illegal act by Contractor.

32.1.2. 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.

32.1.3. 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.

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

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

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

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

32.1.4.4. Deliver or convey title to:

32.1.4.4.1. Any property produced by the work terminated.

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

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

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

32.1.4.5. 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.

32.1.5. Upon termination, County will:

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

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

32.1.6. 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.

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

32.2. **Public Convenience.**

32.2.1. 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:

32.2.1.1. 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.

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

32.2.2. 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.

32.3. **Change in Funding.**

32.3.1. Notwithstanding any other termination provisions of this Agreement, in the event funding from state, federal, local or other sources upon which the County relied to establish any Agreement is withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on such funding, the County may terminate the Agreement by providing at least fifteen (15) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

32.3.2. The Contractor may, if the Contractor becomes insolvent or experiences a significant reduction in other funding that renders performance under this Agreement impossible, terminate this Agreement by providing at least sixty (60) calendar days' written notice to the County contact(s) listed on page 1 of this Agreement.

32.3.2.1. The written notice must explain the insolvency or change in funding causing the termination. A Contractor-initiated termination on grounds other than those listed in this section (32.3) is not valid.

32.3.2.2. The Contractor must be responsive to contact from the County to coordinate any necessary transition of services.

33. 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.

34. 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 D – INSURANCE REQUIREMENTS

1. Insurance Requirements. The insurance coverages specified in this Exhibit D 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 (SA/M):** 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. **Workers Compensation:** As statutorily required by the State of Washington.

1.1.5. **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.

1.2. 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. Contractor shall ensure all certificates of insurance (COI) and endorsements are submitted to the County prior to contract execution and upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.

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

1.6. 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).

Certificate Of Completion

Envelope Id: DDD50B85-E540-423D-9022-58182949423F
Subject: SC-111308: Teen Summer Nights
Source Envelope:
Document Pages: 20
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 5
Initials: 0

Status: Completed

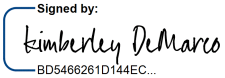
Envelope Originator:
Karlee Iverson
1102 Broadway
Ste 101
Tacoma, WA 98402
karlee.iverson@piercecountywa.gov
IP Address: 131.191.110.165

Record Tracking

Status: Original
12/11/2024 9:39:53 AM

Holder: Karlee Iverson
karlee.iverson@piercecountywa.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Brian Lowney blowney@bethelsd.org Interim Superintendent - Bethel School District Security Level: Email, Account Authentication (None)	Signed by:  2C137463316C4A5... Signature Adoption: Pre-selected Style Using IP Address: 152.157.32.236	Sent: 12/11/2024 9:43:14 AM Viewed: 12/11/2024 3:43:29 PM Signed: 12/11/2024 3:45:30 PM
Electronic Record and Signature Disclosure: Accepted: 12/11/2024 3:43:29 PM ID: 659b8366-359d-47ad-947a-ffb8c6c47ee8		
Heather Moss heather.moss@piercecountywa.gov Director Pierce Co. Human Services Security Level: Email, Account Authentication (None)	Signed by:  9F4CA0FAB08C488... Signature Adoption: Pre-selected Style Using IP Address: 73.239.39.118	Sent: 12/11/2024 3:45:32 PM Viewed: 12/11/2024 3:58:18 PM Signed: 12/16/2024 8:43:47 AM
Electronic Record and Signature Disclosure: Accepted: 12/16/2024 8:43:20 AM ID: 1f496225-7d84-43b9-b036-a356e25f61be		
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: 162.5.8.151	Sent: 12/11/2024 3:45:32 PM Viewed: 12/11/2024 4:17:24 PM Signed: 12/11/2024 4:17:31 PM
Electronic Record and Signature Disclosure: Accepted: 12/11/2024 4:17:24 PM ID: 28dea92d-828c-4812-b214-a3f5afd93555		
Kimberley DeMarco kim.demarco@piercecountywa.gov Deputy Prosecuting Attorney for Pierce County Security Level: Email, Account Authentication (None)	Signed by:  BD5466261D144EC... Signature Adoption: Pre-selected Style Using IP Address: 162.5.213.106	Sent: 12/11/2024 3:45:33 PM Viewed: 12/16/2024 11:04:27 AM Signed: 12/16/2024 11:05:16 AM
Electronic Record and Signature Disclosure: Accepted: 12/16/2024 11:04:27 AM ID: 3667b8de-7b7d-4abc-b100-3b471fcd4a0b		

Signer Events	Signature	Timestamp
Bruce Dammeier PCEXECUTIVE@piercecountywa.gov Pierce County Deputy Executive Pierce County Security Level: Email, Account Authentication (None)	Signed by:  1BD2210628D6495... Signature Adoption: Pre-selected Style Using IP Address: 162.5.117.37	Sent: 12/16/2024 11:05:18 AM Viewed: 12/16/2024 11:05:57 AM Signed: 12/16/2024 11:06:02 AM
Electronic Record and Signature Disclosure: Accepted: 12/16/2024 11:05:57 AM ID: 0a786d92-d157-4bdb-b517-74446dc37bb1		
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**
Patti Spaulding-Klewin patti.spaulding-klewin@piercecountywa.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/11/2024 9:43:14 AM Viewed: 12/11/2024 9:56:05 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/11/2024 9:43:14 AM
Certified Delivered	Security Checked	12/16/2024 11:05:57 AM
Signing Complete	Security Checked	12/16/2024 11:06:02 AM
Completed	Security Checked	12/16/2024 11:06:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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