



COMMUNITY NEEDS GRANT AGREEMENT

Title: Family Resource Center**Contract Number:**

SC-112359

Start Date: January 01, 2026**End Date:** December 31, 2027**Fiscal Year:** 26/27

The County reserves the right to extend or add funds this Agreement for additional periods pursuant to Chapter 2.113 of the Pierce County Code. The decision to extend or add funding is subject to the availability of funding, the continued priority of need for a specific public benefit, and demonstrated impact by the Recipient during the period specified in this Agreement. Notification of intent to extend Agreement or add funds with the Recipient will occur prior to the expiration of this Agreement.

GRANT FUNDING NOT TO EXCEED:

\$50,000

Recipient: Franklin Pierce School District**Mailing Address:** 315 129th St S Tacoma WA 98444**Contact Name:** Lance Goodpaster**Title:** Superintendent**Phone:** (253) 298-3087**Email:** lgoodpaster@fpschools.org**Agency UBI:** 278 035 584**Community Needs Grant Contract Team****Contract Owner:** Kristy Lysell**Email:** Kristy.lysell@piercecountywa.gov

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Recipient, mutually agree that Recipient shall provide the public benefit 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

D: Insurance Requirements

B: Compensation and Financial Requirements

C: 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.

DocuSigned by:

Lance Goodpaster

385A151A17C94AA...

Lance Goodpaster, Superintendent

6/3/2026

Recipient Signature**Printed Name and Title****Date**

Signed by:

Kimberley DeMarco

BD5466261D144EC...

6/3/2026

Signed by:

Julie Demuth

AA0D6E9ADF3C4AD...

6/3/2026

**Approved As to Form Only by
Deputy Prosecuting Attorney****Date**

Julie Demuth, Director of Finance

Date

See Finance Signature

Department Director**Date**

Ryan Mello, County Executive (over \$250k)

Date

EXHIBIT A – STATEMENT OF WORK

Franklin Pierce School District hereinafter referred to as the “Recipient” has been awarded a Grant Agreement by Pierce County, hereinafter referred to as the “County”, reflected by the **Total Grant Funding** set forth herein on page one (1) of this Agreement. The Recipient shall use this funding to provide the public benefit set forth below.

1. BACKGROUND AND PURPOSE

- 1.1. The Community Needs Grant Program, authorized under Chapter 2.113 of the Pierce County Code, allows the County to award funds to organizations who support community needs by providing a public benefit to Pierce County residents.
- 1.2. The purpose of the Agreement is to benefit the community by helping families in unincorporated Pierce County access basic needs. Schools serve as vital hubs for connection and support, yet they often lack the funding to address families’ immediate needs. Investing in Franklin Pierce Schools and our Family Resource Center will allow for leverage of trusted relationships to reduce barriers and expand access to essential resources. Funding will specifically support the costs associated with staffing the Family Resource Center to ensure community need continues to be met.

2. RECIPIENT RESPONSIBILITIES

- 2.1. Sustain and expand the capacity of the Franklin Pierce Family Resource Center to provide culturally relevant, multilingual, and dignified services year-round.
 - 2.1.1. Maintain year-round operations of the Family Resource Center.
 - 2.1.2. Offer evening and weekend parenting classes to accommodate working families.
 - 2.1.3. Participate in community outreach and engagement events across Pierce County.
 - 2.1.4. Invest in staff development, including professional development and social work internship programs.
 - 2.1.5. Develop and distribute outreach and engagement materials to attract and retain families.

3. PUBLIC BENEFIT METRICS

- 3.1. The benefit to the community will be measured by the following number of:
 - 3.1.1. Parenting Classes provided, including number of classes offered in the evening and offered on the weekend.
 - 3.1.2. Community outreach and engagement events participated in, including event title and date.
 - 3.1.3. Internship programs or staff development opportunities.

4. REPORTING/DELIVERABLES

- 4.1. The Recipient is responsible for submitting all deliverables in a timely manner. Deliverables shall be submitted in an easy-to-read format to ensure metrics have been met. Deliverables include:
 - 4.1.1. Quarterly reports on benefit metrics as defined in Exhibit A, section 3 above, to include progress on each metric, status of outcomes, and outputs, as applicable. Reports will be submitted to Kristy.lysell@piercecountywa.gov.

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. Funds shall not be obligated for:
 - 1.2.1. Costs incurred prior to start date of this Agreement.
 - 1.2.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations or as defined elsewhere in this Agreement.
- 1.3. The maximum consideration is not to exceed \$50,000, as shown in the funding table below. It is the responsibility of the Recipient to monitor their monthly expenses and ensure that they do not exceed the maximum consideration for the fund source(s).

Payment Period: January 01, 2026, through December 31, 2027		
Project Description	Target Date	Not to Exceed
Family Resource Center Staff Salaries and Benefits	2026	\$25,000
Family Resource Center Staff Salaries and Benefits	2027	\$25,000
Total Award:		\$50,000

2. BILLING AND PAYMENT

- 2.1. The Recipient shall submit reimbursement requests to the County monthly using an invoice form provided by or acceptable to the County. Each calendar month shall be considered a billing period.
- 2.2. The Recipient shall submit invoices to Kristy.lysell@piercecountywa.gov no later than fifteen (15) calendar days after each billing period ends.
- 2.3. The Recipient 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. Documentation must include proof of expenses incurred (receipts, timesheets, bills/invoices, etc.) and proof that the organization has paid expenses (receipts, credit card statements, payroll, bank statements, etc.)
- 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.

EXHIBIT C – GENERAL TERMS & CONDITIONS

1. **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 Recipient or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Recipient and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Recipient and County shall be responsible for their own attorney's fees and costs.
2. **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.
3. **Background Checks.** The Recipient 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 Recipient shall maintain appropriate documentation of all background checks performed.

In addition, when applicable, the Recipient 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.

4. **Confidentiality.** The Recipient, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Recipient 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. Recipient shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Recipient 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 Recipient's breach of this provision.
5. **Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Recipient, 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 Recipient 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 Recipient as it could pursue in the event of a breach of this Agreement by Recipient. The rights and remedies of County provided for in this section (5) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law.
6. **Recipient Commitments, Warranties, and Representations.** Any written commitment received from the Recipient concerning this Agreement shall be binding upon the Recipient, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Recipient to fulfill such a commitment shall render the Recipient 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.
7. **Data Security.** Recipient agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.
8. **Defend, Hold Harmless, and Indemnity.**
 - 8.1. Recipient, 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 Recipient, 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.

8.1.1. The preceding section (8.1) is valid and enforceable only to the extent of Recipient'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 Recipient or the Recipient's agents or employees.

8.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents, and employees, Recipient 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 Recipient. This waiver is mutually negotiated by the parties to this Agreement.

8.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Recipient 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.

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

8.5. Capital Projects:

8.5.1. Recipient 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.

8.5.2. Recipient 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.

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

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

10. 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.

11. Independent Contractor Relationship. Recipient 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 Recipient and County and the County or any of the Recipient's employees or agents. Recipient 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 Recipient and County, respectively, pursuant to this Agreement.

12. Non-Discrimination.

- 12.1. During the performance of this Agreement, Recipient shall comply with applicable laws as determined by the County, including, but not limited to:
- 12.1.1. 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].
 - 12.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.].
 - 12.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.].
 - 12.1.4. 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].
 - 12.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102].
 - 12.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011].
 - 12.1.7. The Washington Equal Pay and Opportunities Act [Chapter 49.58 RCW].
 - 12.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW].
 - 12.1.9. 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.
- 12.2. Requirements of County's Equal Employment Opportunity Policy are incorporated by reference to this Agreement and include, but are not limited to, the following:
- 12.2.1. Recipient 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.
 - 12.2.2. Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, 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, Recipient may state that Recipient is an Equal Opportunity Employer, instead of using the longer qualification.
 - 12.2.3. Recipient will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:

- 12.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.
- 12.2.3.2. 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.
- 12.2.3.3. 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 Recipient's facilities, or other benefits provided under this Agreement; nor
- 12.2.3.4. 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 Recipient 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.
- 12.2.4. As required by Title II/III of the ADA regarding places of public accommodation, Recipient will ensure equal opportunity for individuals with disabilities to receive services. Recipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

13. Recordkeeping, Reporting, Audits. Recipient 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.

14. 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:

- 14.1. Recipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement.
- 14.2. Recipient 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.
- 14.3. In performance of this Agreement, Recipient shall not discriminate against an individual beneficiary, or a prospective beneficiary of services based on religion or religious belief.

15. 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 Recipient 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.

16. 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.

17. Suspension & Termination

17.1. Default.

- 17.1.1. If the Recipient defaults, the County may, upon written notice to Recipient, immediately terminate this Agreement.
- 17.1.2. Whenever the Agreement is terminated for default, Recipient shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Recipient 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.
- 17.1.3. If Recipient receives a notice of termination from County, Recipient shall:
 - 17.1.3.1. Cease performance under this Agreement to the extent specified in the notice of termination.
 - 17.1.3.2. Place no further orders or agreements for goods, services, or facilities to complete the performance now terminated.
 - 17.1.3.3. 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.
- 17.1.4. Upon termination, County will:
 - 17.1.4.1. Make final payment upon receipt of final billings for all authorized services.

17.2. Public Convenience.

- 17.2.1. 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.
- 17.2.2. Whenever the contract is terminated in accordance with this section, the Recipient 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.

EXHIBIT D – INSURANCE REQUIREMENTS

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

- 1.1. The Recipient shall, at the Recipient'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, Recipient 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. **Workers Compensation:** As statutorily required by the State of Washington.
 - 1.1.4. **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 Recipient 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 Recipient.
- 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 Recipient'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 Recipient'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 Recipient 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 Recipient'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. Recipient hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Recipient may acquire against Pierce County by virtue of the payment of any loss under such insurance. Recipient 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 Recipient 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 Recipient 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. Recipient 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 Recipient'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. Recipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Recipient 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. Recipient 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).