STUDY SESSION
City Hall – 1104 Maple Street
September 22, 2025 6:00 PM

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.-

https://sumnerwa-gov.zoom.us/j/89395607503
Phone one-tap: +12532158782,,89395607503# | +12532050468,,89395607503#

Join via audio: +1 253 215 8782
Webinar ID: 893 9560 7503

CALL TO ORDER

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

REGULAR BUSINESS

1. Library Update and Lease Extension
2. Sk8 Park Demolition
3. Resolution No. 1731 - Senior Center Community Development Block Grant Acceptance
4. Ordinance No. 2938 - Donation, Naming Rights & Sponsorship

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Agenda Calendar

EXECUTIVE SESSION

ADJOURNMENT

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

STUDY SESSION
DATE: September 22, 2025
AGENDA BILL: 25-641

SUBJECT: Library Update and Lease Extension | **CATEGORY:** Motion

BUDGET IMPACT:
Expenditure Required: None | Within Budget Allocation: N/A

ATTACHMENTS:
1. Presentation
2. 2025 Lease Extension

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:
Pierce County Library Executive Director Gretchen Casseroti will provide the council with an update on the status of the new Sumner Library.

In addition, Council will discuss an amendment to their existing lease of the "old" library site. The 2021 lease expired on September 12, 2025, and the Mayor entered into an amendment to extend the lease for an additional three years. The amendment also shifts additional maintenance and capital responsibilities (up to $150,000) to the library district, while preserving cost share requirements for significant capital repairs (over $75,000). Council will be asked to ratify the lease amendment and confirm the Mayor's actions.

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Move to approve a 3-year extension to the 2021 Amended and Restated Lease Agreement between the City of Sumner and the Pierce County Library System, in a form as approved by the City attorney, and ratify and confirm any and all prior acts consistent with this approval.

New Sumner Pierce County Library Project Update

Sumner City Council

Sept. 22, 2025

Pierce County Library System

Pierce County Library System

Pierce County Library System

Pierce County Library System

Thank you

Pierce County Library System

Information & Imagination

mypcls.org

EXTENSION TO AMENDED AND RESTATED LEASE AGREEMENT

This Extension to Amended and Restated Lease Agreement (this "Extension") is made and entered into by and between the CITY OF SUMNER, a Washington municipal corporation ("Landlord"), and the PIERCE COUNTY LIBRARY SYSTEM, a Washington Public Library Municipal Corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Amended and Restated Lease Agreement dated September 13, 2021 (the "Lease") with respect to the building located at 1116 Fryar Avenue, Sumner, Washington (the "Premises") owned by Landlord and being operated by Tenant as the Sumner Library Branch.

B. Tenant has occupied the Premises for the entirety of the Initial Term and has exhausted all available Renewal Terms of the Lease, which expire on September 12, 2025.

C. Tenant is in the process of developing a new Sumner Library Branch on Main Street in Sumner, and due to delays in the construction schedule, requires an extension to the current Lease.

C. Landlord and Tenant now desire to further extend the Lease and amend certain provisions, subject to the terms and conditions set forth below.

AGREEMENT

1. Defined Terms. Unless otherwise defined herein, capitalized terms used in this Extension shall have the meanings set forth in the Lease.

2. Amendment to Section 3(a) – Initial Term. Section 3(a) of the Lease, entitled "Initial Term," is hereby amended solely to provide that the Lease is extended for an additional three (3) year period beginning on the date this Extension is executed by both Parties (the "Extension Period").

3. Amendment to Section 8(a) – Maintenance and Repairs. Section 8(a) of the Lease is hereby deleted in its entirety and replaced with the following:

> (a) Obligations of Tenant. During the Extension Period, Tenant shall, at its sole expense, maintain the building on the Premises referenced in this Lease in good condition and promptly make all repairs and replacements necessary to keep the Premises in safe operating condition, including the entire interior and exterior of the building, floors, and glass/windows, the roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the heating, ventilation, air conditioning ("HVAC") equipment at the Premises, and any repairs or changes needed to comply with code requirements (collectively, the "Tenant Repair Items"), up to a cumulative dollar value of One Hundred Fifty Thousand Dollars ($150,000.00) over the course of the Extension Period. Landlord shall remain responsible for the maintenance of the grounds of the Premises, including the sidewalks, landscaping, and parking lot areas (collectively, the "Landlord's Repair Items"), which Landlord shall maintain in good condition and repair at Landlord's expense. Should any single Tenant Repair Item exceed the cost of Seventy-Five Thousand Dollars ($75,000.00), the Parties agree to meet in advance of the repair and confer about the item to determine whether there are appropriate alternatives to the repair, including but not limited to cost sharing or

relocation. Landlord shall maintain the landscaping, the parking lot, and the sidewalks in safe operating condition. Tenant shall not damage any Landlord's Repair Items and shall promptly repair any damage or injury done thereto caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein.

Tenant's insurance coverage for the Premises shall be primary as to any insurance maintained by Landlord, and shall include a waiver of subrogation in favor of Landlord, its officers, employees, and agents.

4. No Other Amendments; Authorization. Except as expressly modified by this Extension, all provisions of the September 13, 2021 Amended and Restated Lease Agreement shall remain unmodified and in full force and effect. This agreement shall be subject to approval by the City Council for the City of Sumner.

IN WITNESS WHEREOF, the Parties have executed this Extension as of the dates written below.

Landlord:

Approved as to legal form only:

DocuSigned by:
Andrea Marquez
20517410A6DD49A...
9/12/2025 | 9:46 AM PDT

Andrea Marquez Date
City Attorney

Final Action:

Signed by:
Kathy Hayden
3420AB72F52C4FD...
9/12/2025 | 10:18 AM PDT

Kathy Hayden Date
Mayor

Tenant:

Signed by:
Gretchen Caserotti
03E8B4BBF4AA4D9...
9/12/2025 | 9:51 AM PDT

Gretchen Caserotti Date
Executive Director

STUDY SESSION
DATE: September 22, 2025
AGENDA BILL: 25-639

SUBJECT: Sk8 Park Demolition — **CATEGORY:** Motion

BUDGET IMPACT:
Expenditure Required: $113,179.63 — Within Budget Allocation: No

ATTACHMENTS:
1. Presentation
2. Sk8Park Assessment

STAFF CONTACT: Jason Wilson, City Administrator, Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:
The City constructed a skatepark (Sk8 park) in 2001 on the property of the Bill Heath Sports Complex. Since that time, the park has endured significant maintenance challenges related to the construction, use and vandalism of the park. In 2018 the northern "pro bowl" was partially demolished and filled due to hazardous conditions. In 2023 the southern edge of the bowl collapsed and a repair was completed to reinforce the base and improve the structural integrity.

In the fall of 2024 the Sk8 park was closed due to visible hazards and sinking concrete. An assessment (attached) was completed by skatepark consultant Grindline. The assessment showed that the facility was in poor condition and considered end of life, with widespread structural issues that require immediate attention. They estimated the hazards could be mitigated for approximately $185,000 not including drainage improvements, grading or other unknown conditions. These repairs are estimated to gain an additional five years of use. Grindline estimates a new Sk8 park to cost approximately $1,000,000 for the improvements only.

Based on the end of life and unsafe condition of the sk8 park, and the uncertain cost of a short-term repair, staff is recommending the demolition of the Sk8 park. Failure to demolish the Sk8 park leaves the city exposed to liability risk, as fencing around the perimeter and conspicuous signage is unfortunately ignored by eager park users. The 2024 Parks and Open Space Plan includes goals related to building a new skate park or pump track facility. While in the plan, there is currently no project in the budget.

The city solicited bids for the demolition and received 12 responsive bids. Afdem Trucking and Excavating was the lowest responsive bidder at $102,890.58 plus a 10% contingency. This is an unbudgeted expenditure, and the recommendation is to allocate general fund balance to cover the demolition costs.

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Afdem Trucking and Excavating, in an amount not-to-exceed $113,179.63 for the demolition of the Sk8 Park (W-25-17), substantially in a form approved by the City Attorney.

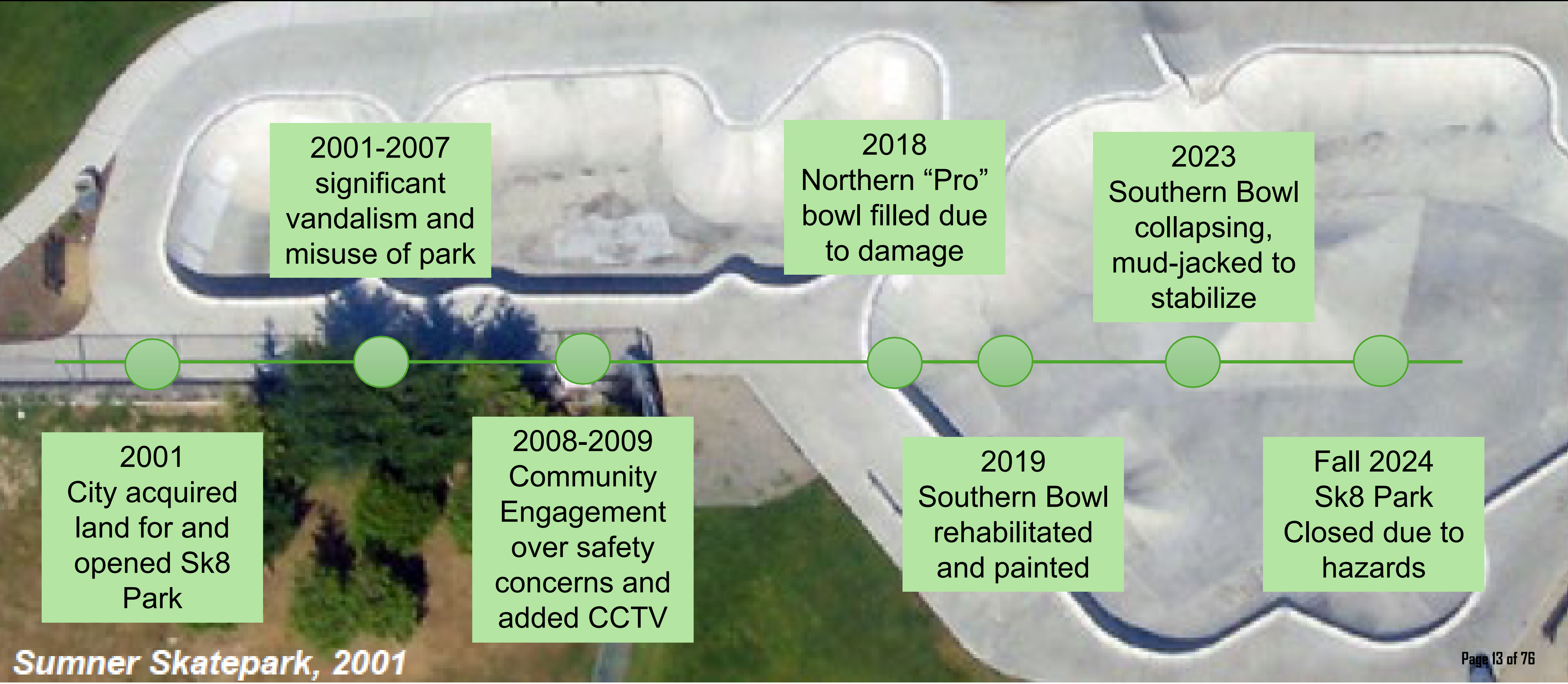
Sk8 Park Demolition

Study Session

September 22, 2025

CITY OF SUMNER WASHINGTON

History



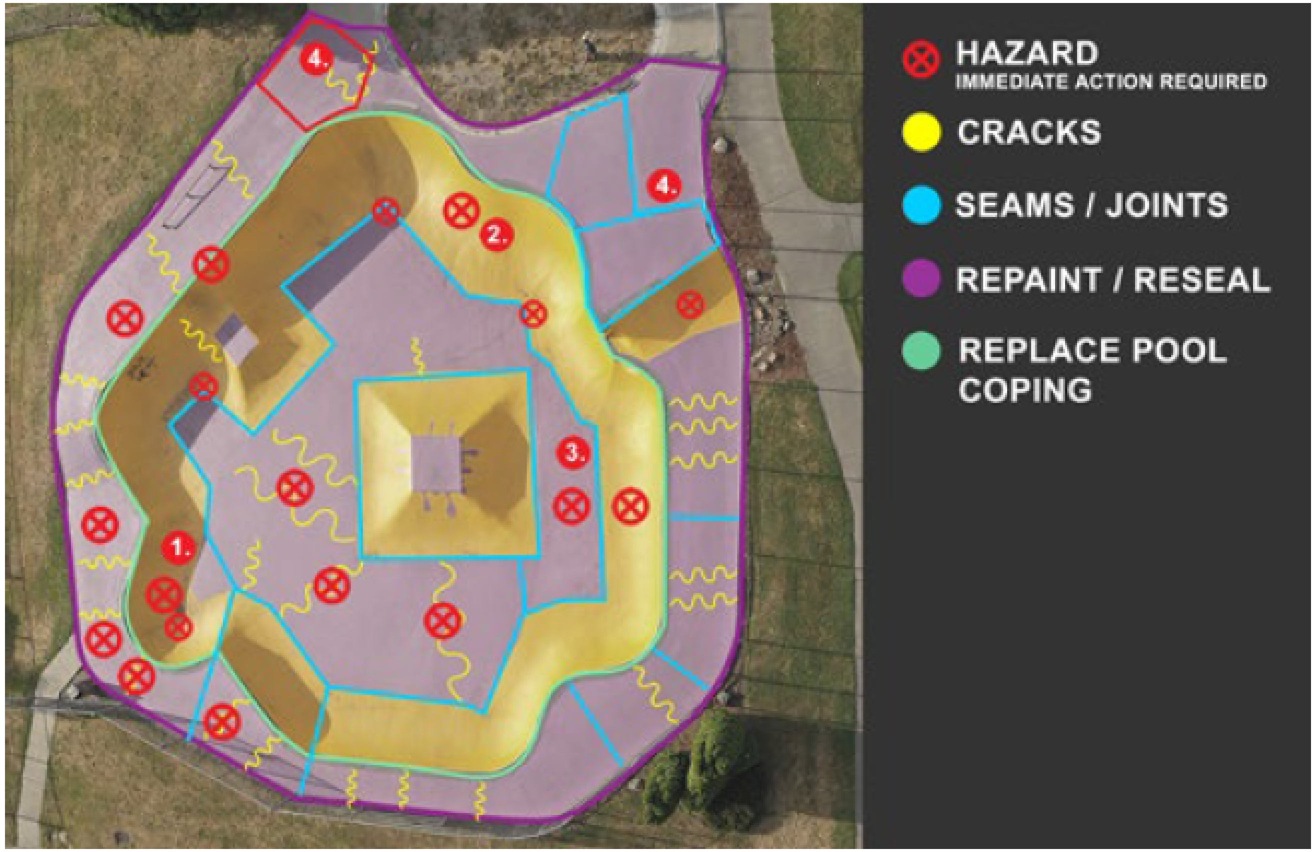
- 2001 City acquired land for and opened Sk8 Park
- 2001-2007 significant vandalism and misuse of park
- 2008-2009 Community Engagement over safety concerns and added CCTV
- 2018 Northern “Pro” bowl filled due to damage
- 2019 Southern Bowl rehabilitated and painted
- 2023 Southern Bowl collapsing, mud-jacked to stabilize
- Fall 2024 Sk8 Park Closed due to hazards

Sumner Skatepark, 2001

Current Condition

- North bowl decommissioned in 2018.
- South area closed to the public since Fall 2024

Grindline Assessment—March 2025



"Sumner Skatepark has widespread structural issues that require immediate attention."

Current condition: Poor – End of Life

"Your skatepark is old and shows a high level of wear and tear. A high level of maintenance and major work will be required to bring the condition to an acceptable level."

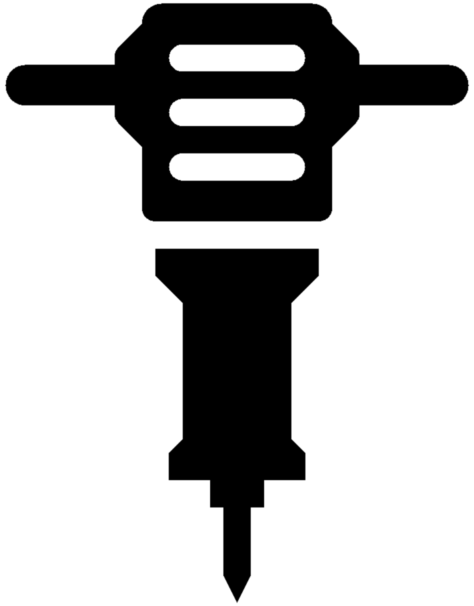
"Without immediate intervention, the facility will remain unusable, but with a comprehensive restoration plan, Sumner Skatepark can once again serve the local skateboarding community for years to come."

Grindline Assessment—March 20

- Hazard mitigation and rehab is estimated at **$182,494.**
- This does not include required drainage improvements, additional grading or other unknown conditions.
- Building a new skatepark on the site is estimated at approximately $1M.

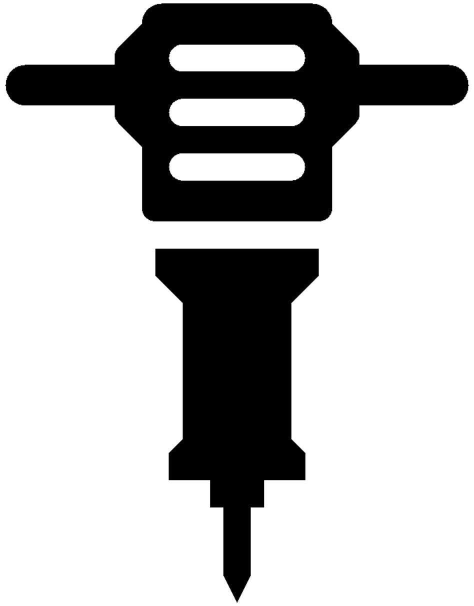
Recommended Action

- Mitigate risk and hazards by:
  - Demolish existing hardscapes.
  - Grade and hydroseed site.
- Parks and Trail Plan recommends that the City explore Sk8 park and/or pump track improvements as part of future park planning.



Bid Results

- 12 bids received
- Low Bid $102,890.58 + 10% contingency, from Afdem Trucking & Excavating
- Recommended Funding:
  General Fund Reserves



Next Steps

- October 6: Council Action on demolition contract.
- Demolition would occur within 45 days.

CITY OF SUMNER WASHINGTON

Sumner Skatepark
Sumner, Washington

GRINDLINE

CONCRETE SKATEPARK DESIGN & CONSTRUCTION

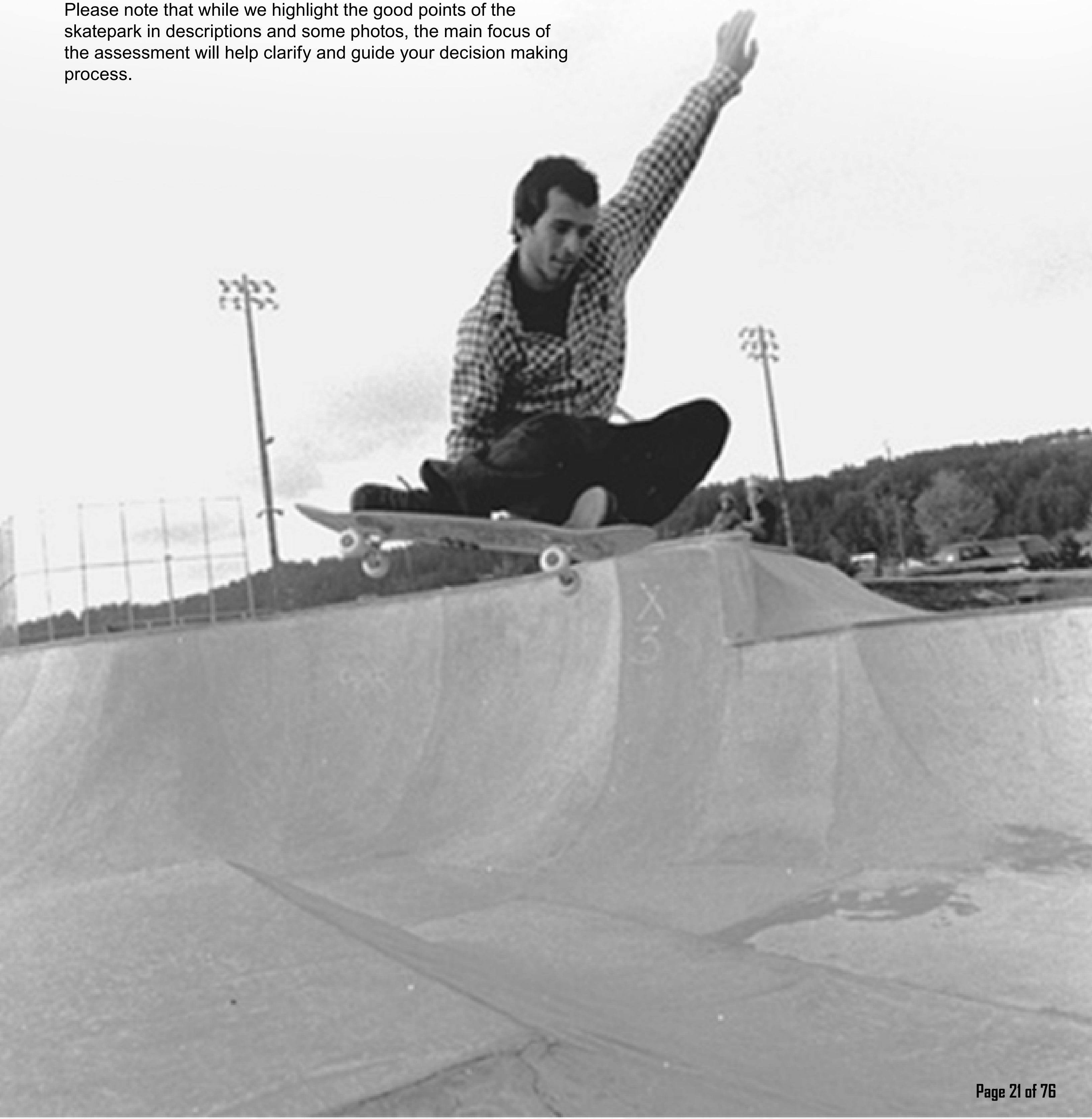
4619 14TH AVE SW, SEATTLE, WA 98106 · 206-932-6414 · GRINDLINE.COM

GRINDLINE SKATEPARKS INC.

We use Best Management Practices and our collective experience in the field of Skatepark Design and Build to assess skateparks in terms of condition, safety, & function.

This assessment identifies and outlines the current function and condition of the skatepark, cost of repairs, potential hazards and a strategic plan for repair and/or upgrade/replacement.

Please note that while we highlight the good points of the skatepark in descriptions and some photos, the main focus of the assessment will help clarify and guide your decision making process.



Sumner Skatepark aka "Sumner Sk8"

Location:
15263-15399 Washington St,
Sumner, WA 98390

Located in the Bill Heath Sports Complex

Description

Sumner Sk8 is a 7,200-square-foot concrete skate facility located in the Bill Heath Sports Complex in Sumner, Washington. Designed and constructed by Grindline Skateparks in 2001, the park features a modified street skate bowl with several hot boxes, but with rounded sides and a three- to five-foot drop, allowing for continuous flow. The park also includes a mix of quarter pipes, banks, stairs, rails, ledges, and a large bowl section with multiple depths and transitions.

The park has undergone significant changes over the years. Initially, it featured two bowls, one 8 feet deep, which was later filled due to safety concerns, leaving a remaining bowl of 3 to 5 feet. By 2018, the park had deteriorated, prompting Sumner police officer Kevin Martin to lead a community-driven restoration, repairing concrete, repainting the park in Sumner High School colors, and advocating for a safer, more welcoming space. Unfortunately the degradation continued, and is currently closed to the public.

Assessment Overview

Rating the Overall Physical Condition of Your Skatepark

Skateparks are relatively new in terms of construction (the oldest surviving facilities date back only to the late 1970's). As a result, it can be difficult to determine how long a skatepark will last in terms of both condition and function. Some of the skateparks that were built in the 70's and 80's are still used on a daily basis. Other projects that are only a few years old already need to be redone due to a combination of poor design, construction deficiencies, and lack of maintenance. Our Skatepark Assessments focus on the current physical condition of your skatepark and touch on an analysis of the design, function, and safety of the park. Our repair work will mitigate these issues and greatly extend the life of your skatepark.

Skatepark condition covers items including:

- Hazards
- Graffiti
- Spalls & Cracks
- Surface Finishes
- Wear & Tear
- Damage (Malicious)
- Structural Failure
- Differential Settlement
- Rust & Corrosion
- Erosion
- Drainage Issues

Prior to determining a specific list of maintenance items, we will rate the overall condition of your skatepark using the following rubric:

EXCELLENT - END OF LIFE ESTIMATE: **20 YEARS**

The skatepark has been recently constructed and shows little to no signs of wear and tear. Regular maintenance is required to maintain.

VERY GOOD - END OF LIFE ESTIMATE: **15 YEARS**

The skatepark is a few years old and shows some minor wear and tear. Regular maintenance is required to maintain its performance and minor repairs/upgrades/improvements should be considered at this time for future planning (funding/design/construction).

GOOD - END OF LIFE ESTIMATE: **10 YEARS**

Your skatepark is beginning to age and shows a noticeable level of wear and tear. An increase in the level of regular maintenance is required to maintain its performance and minor repairs, upgrades, and improvements should be implemented at this time (funding/design/construction).

POOR - END OF LIFE ESTIMATE: **5 YEARS**

Your skatepark is old and shows a high level of wear and tear. A high level of maintenance and major work will be required to bring the condition to an acceptable level. A plan for skate park repairs, redevelopment, demolition, or replacement should be in place and ready for action.

Assessing Hazards and Critical Repairs

After assessing the overall condition of your park, we will identify any hazards that need to be dealt with and produce a list of action items. Hazards may include things like extremely worn or damaged surfaces, structural failure, dangerous elements, drainage issues, and others. Hazards will be listed in terms of urgency so that the most critical items can be dealt with immediately.

Sumner Assessment

The supporting photos and descriptions outline the specifics of our assessment. Based on these, and our site visit, the skatepark has been rated as:

POOR - END OF LIFE ESTIMATE: **5 YEARS**

Your skatepark is old and shows a high level of wear and tear. A high level of maintenance and major work will be required to bring the condition to an acceptable level. A plan for skate park repairs, redevelopment, demolition, or replacement should be in place and ready for action.

Sumner Skatepark is currently closed due to severe hazards that make it unsafe for public use. Years of wear, environmental exposure, and structural issues have caused widespread deterioration, rendering the park dangerous for skaters. Without immediate intervention, the facility will remain unusable, but with a comprehensive restoration plan, Sumner Skatepark can once again serve the local skateboarding community for years to come.

Primary Hazards and Required Repairs:

1. Small Bowl Pocket – The drains in this section are non-functional, leading to water accumulation and accelerated deterioration. Dangerous seams and large cracks have formed, making this area unsafe. A complete tear-out and replacement are necessary.

2. Large Wall – Like the small bowl pocket, the large wall suffers from hazardous seams, cracks, and structural failures. These issues compromise the safety and functionality of the park, requiring a full removal and rebuild.

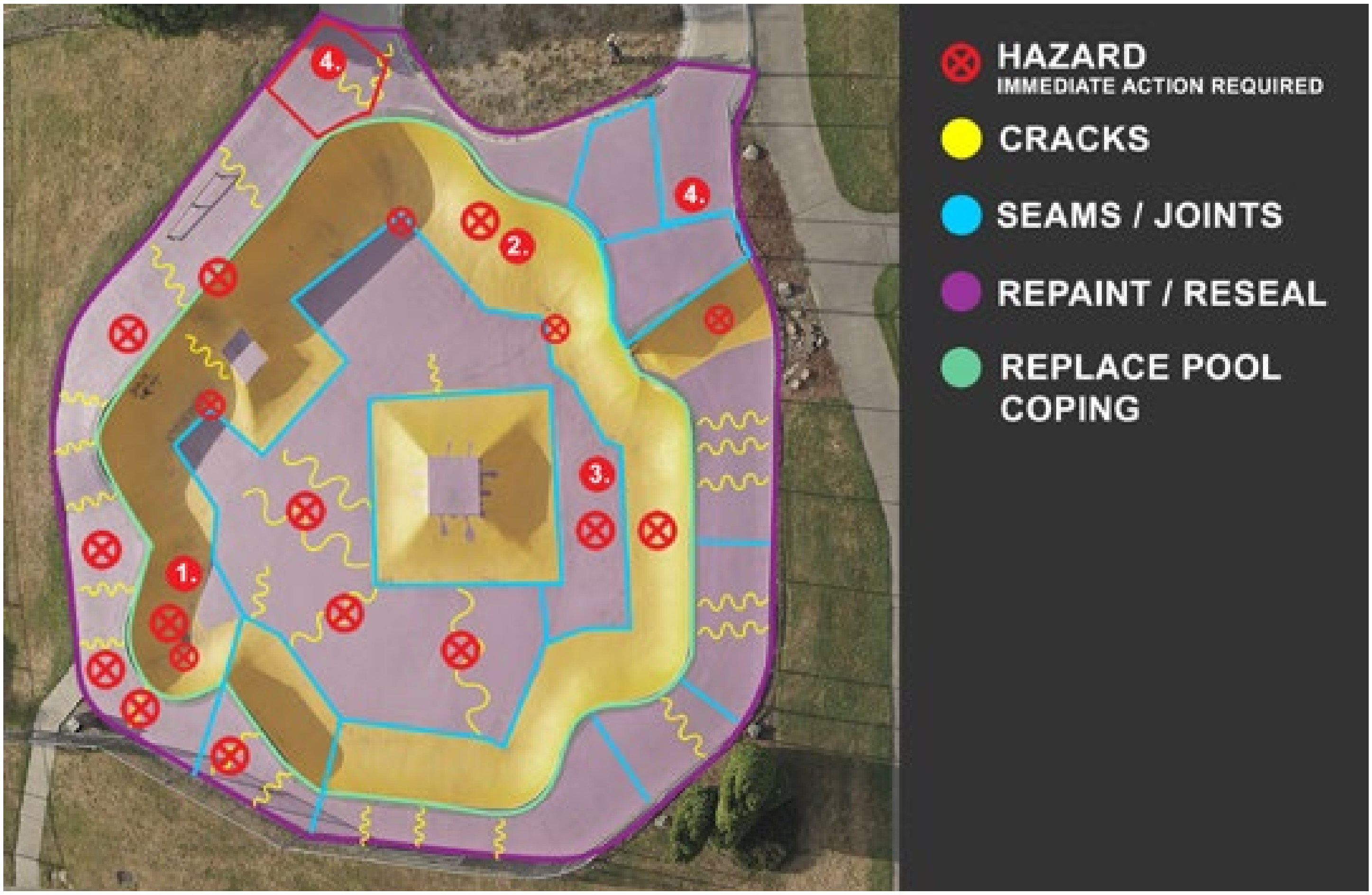
3. Flat Bottom – The flat bottom has sustained extensive damage, with a dangerously uneven surface that poses a significant risk to skaters. The entire section must be removed and replaced to restore safe riding conditions.

4. Deck – The deck has widespread cracks and failed seams that cannot be effectively repaired. The deterioration has reached a point where the only viable solution is to remove and replace the entire deck.

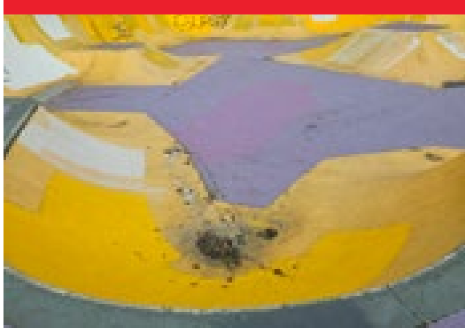
In addition to the major reconstruction needs, Sumner Skatepark has widespread structural issues that require immediate attention. Large and hazardous cracks, along with failing seams throughout the park, create significant safety risks and must be repaired to prevent further deterioration. The pool coping has also failed, making the bowl edges unsafe and in need of full replacement to restore proper function and durability. To protect the skatepark from further environmental damage and extend its lifespan, the entire concrete surface must be repainted and sealed. Furthermore, several cracks beyond the primary reconstruction areas require repair to prevent expansion and ensure a smooth and safe riding experience. Due to the severity of these issues, a full-scale restoration is essential to reopening Sumner Skatepark safely. Addressing these hazards will not only make the park functional again but will also preserve it as a valuable asset for the Sumner skateboarding community for years to come.

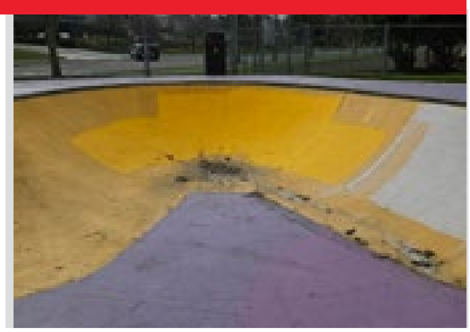
Sumner Skatepark, 2001

Sunmer Skatepark Assessment



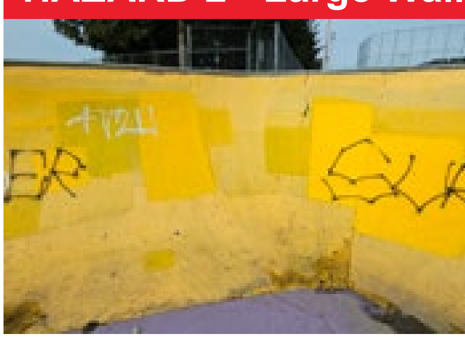
HAZARD 1 - Small Bowl Pocket

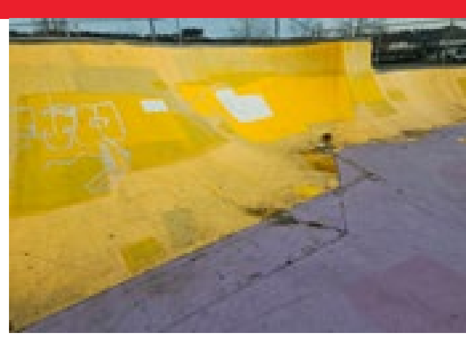


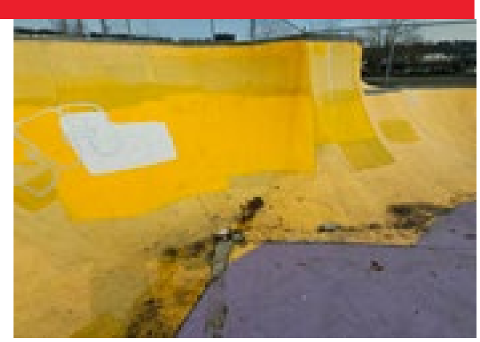


Unfunctional drains. Dangerous seams and cracks. Tear out and replace.

HAZARD 2 - Large Wall



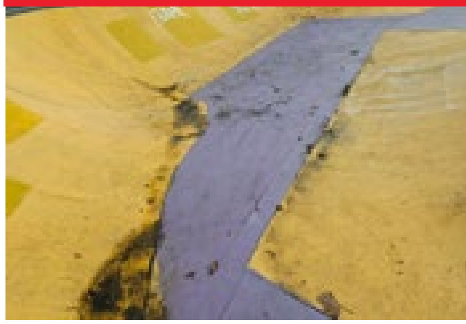
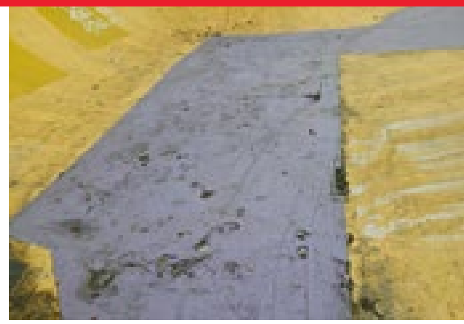
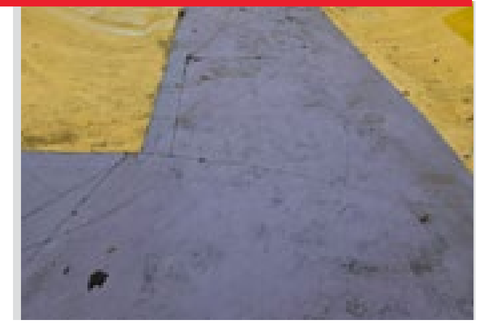




Unfunctional drains. Dangerous seams and cracks. Tear out and replace.

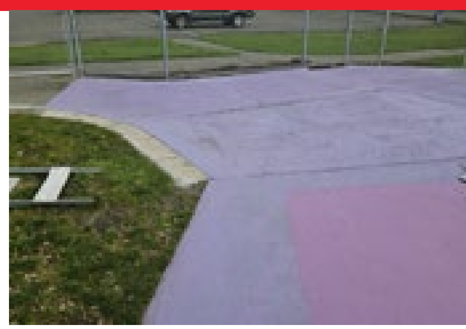
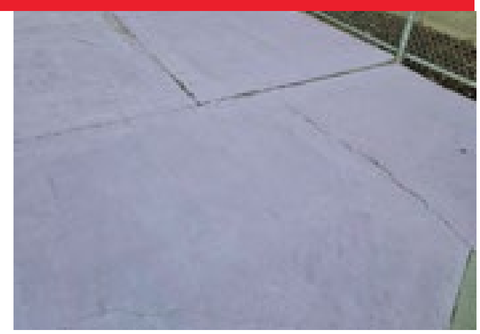
Sunmer Skatepark Assessment

HAZARD 3 - Flat Bottom

Damaged flat bottom, dangerous surface. Remove and replace.

HAZARD 2 - Deck

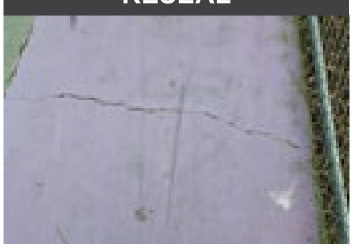




Dangerous seams and cracks. Unrepairable. Remove and replace.

Sunmer Skatepark Condition

CRITICAL: IMMEDIATE ACTION REQUIRED

CRACK REPAIR AND RESEAL



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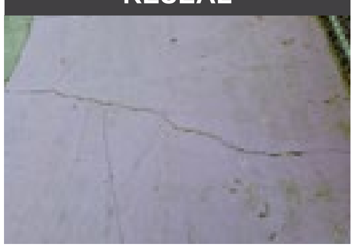

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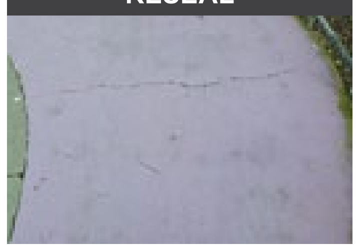
CRACK REPAIR AND RESEAL



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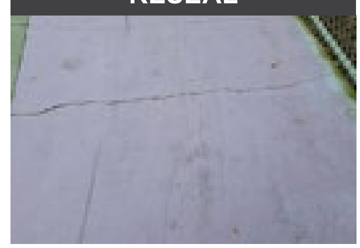

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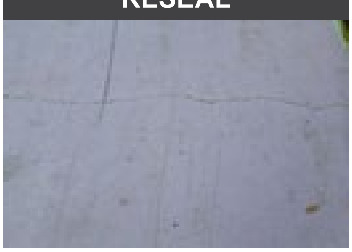

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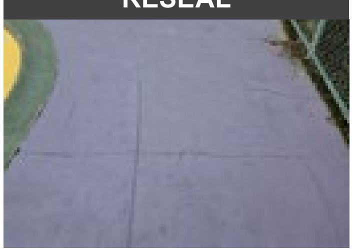

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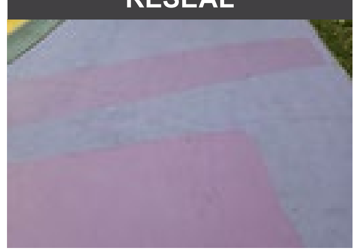

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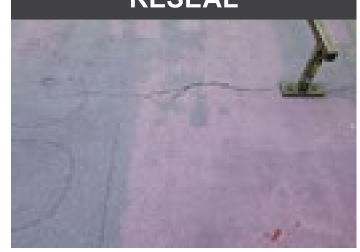
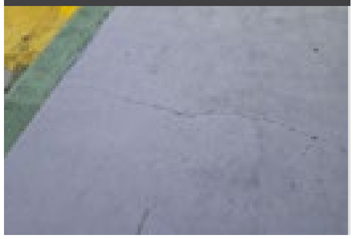


CRITICAL: IMMEDIATE ACTION REQUIRED

CRACK REPAIR AND RE-SEAL

CRITICAL: IMMEDIATE ACTION REQUIRED

CRACK REPAIR AND RE-SEAL



CRITICAL: IMMEDIATE ACTION REQUIRED

CRACK REPAIR AND RE-SEAL

CRITICAL: IMMEDIATE ACTION REQUIRED

CRACK REPAIR AND RE-SEAL

CRITICAL: IMMEDIATE ACTION REQUIRED

SEAM REPAIR AND RESEAL

CRITICAL: IMMEDIATE ACTION REQUIRED

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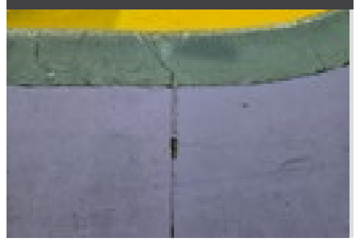
CRITICAL: IMMEDIATE ACTION REQUIRED

SEAM REPAIR AND RESEAL



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SEAM REPAIR AND RESEAL

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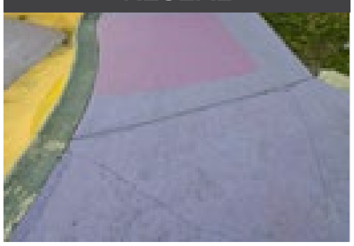
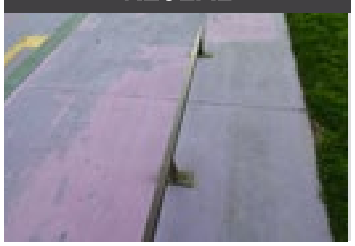
SEAM REPAIR AND RESEAL



CRITICAL: IMMEDIATE ACTION REQUIRED

SEAM REPAIR AND RESEAL



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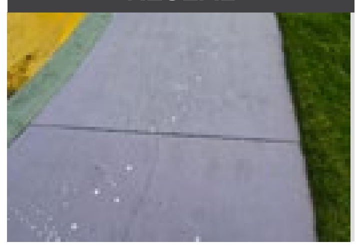

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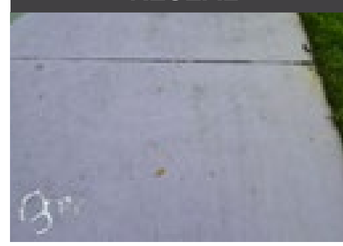

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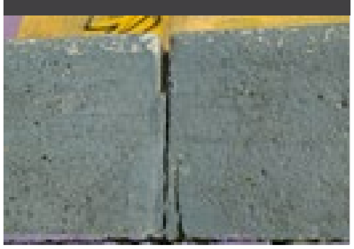

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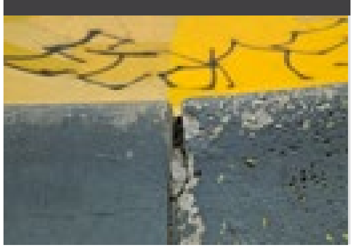

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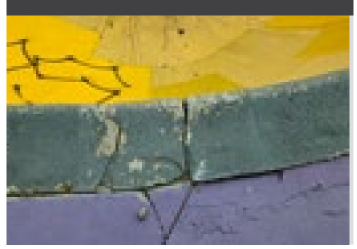

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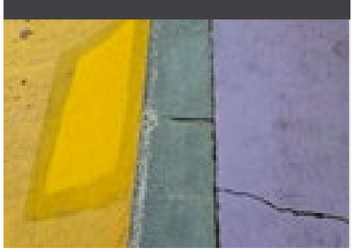

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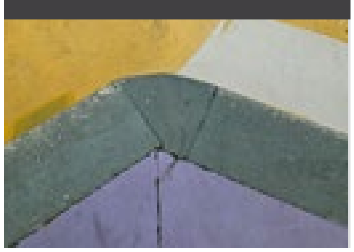

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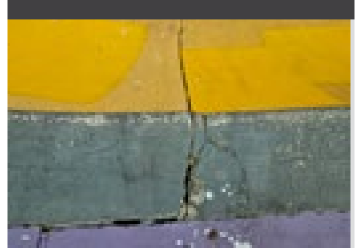

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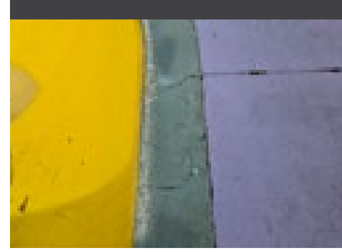


GRINDLINE
S K A T E P A R K S, I N C.

SKATEPARK ASSESSMENT ESTIMATED COSTS:

SUBMITTED TO:

Name:	Derek Barry	**Project Name:**	Sumner Skatepark Assessment
Organization:	City of Sumner	**City:**	Sumner
Phone:	253.299.5714	**State:**	Washington
Fax:	253.299.5539	**Date:**	March 7, 2025

Grindline proposes to provide all necessary labor, materials, and equipment to complete the work detailed below within the skatepark footprint, Including:

Hazards/Immediate Action Required:

The items below are deemed Hazarads and Need Immediate action for the skatepark to fuction safely. The Hadards need to be completed before any repairs or maintenance can take place. The skatepark is at a point where it needs signigicant rework and rebuilding to make the skatepark safe and functional. The earthwork under the skatepark is not stable and the only way solve this problem correctly is a demo and new earth work with proper compaction to 95% and repouring of the hazardous ares with new concrete.

• Demo/replace Bowl Pocket - Dangerous seams and cracks, unfunctional drain - Approx. 250 SQFT	**$37,263.03**
• Remove/Replace Large Wall - Dangerous seams and cracks, unfunctional drain - Approx. 560 SQFT	**$49,684.03**
• Remove/Replace Flat Bottom - Dangerous Surface - Approx. 170 SQFT	**$24,842.02**
• Remove/Replace Deck - Dangerous seams and cracks - Approx. 465 SQFT	**$8,694.71**
• Remove/Replace Broken Pool Blocks - Repair failed pool coping seams - Approx. 20 spots	**$3,726.30**

Repairs:

- Route out and fill cracks with high end joint sealant - Approx. 300 LF
- Repair mortar bed for pool coping as needed
- Caulk behind pool coping as needed - 300 LF

Maintenance:

• Pressure Wash entire skatepark footprint - Approx. 6250 SQFT	**$5,094.20**
• Repaint/Reseal entire skatepark footprint - Approx. 6250 SQFT	**$11,886.47**

Future Improvements:

• Skatepark addition where old bowl is - Approx. 5,000 SQ/FT	**$85 per SQ/FT**
• Rebuilding Entire Skatepark - Apporx. 11,000 SQ/FT	

Exclusions:

- Water and power supply
- Landscaping (including seeding and planting) /Irrigation (including sleeving) and/or restoration
- Construction road to access our work
- Permits
- Performance/Payment Bond. If required add 2% to total bid.
- Construction staking/surveying
- Rules Sign or any other signage
- Non Skateable Gaurdrails, Fences or Handrails within the skatepark footprint
- Mass excavation (Flat pads to be +/- 1/2" from subgrade and transition walls banked at a 1:1 slope)
- Underground drainlines/structures
- Finish grading around skatepark perimeter
- Non skatepark concrete
- Site amenities. Including but not limited to benches, trash cans, shade strucutures, picnic tables
- Material testing/special inspections
- Any other work outside of areas referenced above

GRINDLINE
S K A T E P A R K S, I N C.

PROPOSED SCOPE OF WORK:

SUBMITTED TO:

Name:	Derek Barry <DerekB@sumnerwa.gov>	**Project Name:**	Sumner Skatepark Assessment
Organization:	City of Sumner	**City:**	Sumner
Phone:	253.299.5714	**State:**	Washington
Fax:	253.299.5539	**Date:**	March 7, 2025

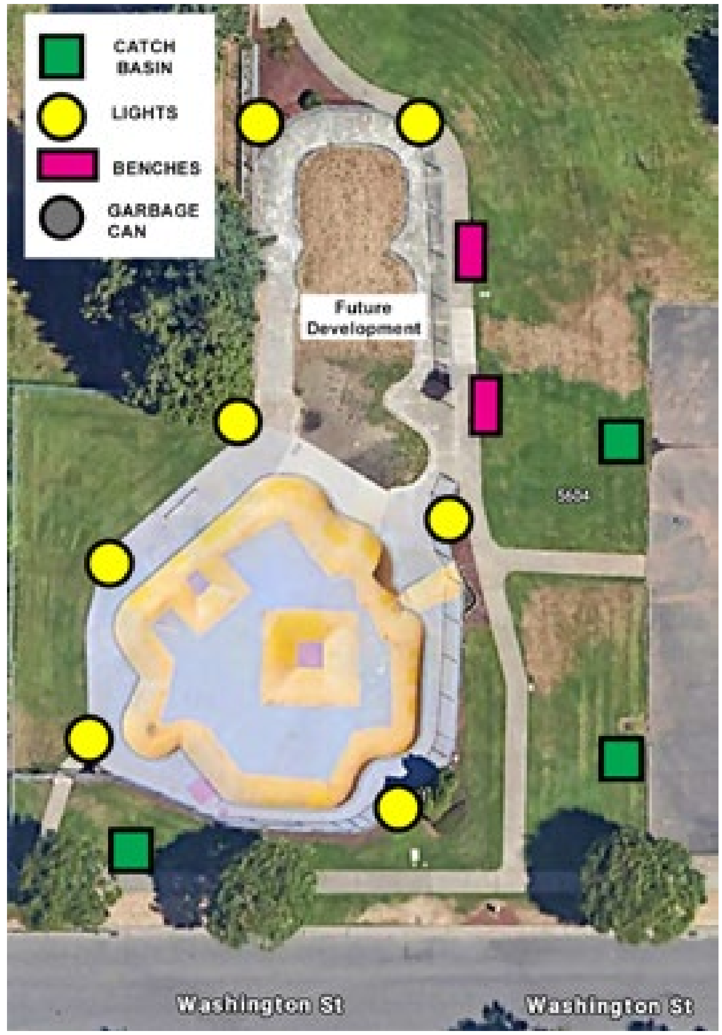
We propose to complete the scope listed above for:

HAZARDS LUMP SUM TOTAL:		**$124,210.09**
REPAIRS LUMP SUM TOTAL:		**$25,471.00**
MAINTENANCE LUMP SUM TOTAL:		**$16,980.67**
FUTURE IMPROVEMENTS LUMP SUM TOTAL:	**Approx. $85 per/sq ft.**	
Old Bowl Area - 5,000 Sq/Ft availible	approx.	$425,000.00
11,000 Sq/FT Full Park Replacement	approx.	$935,000.00

*tax not included in estimates

Site Inventory/Analysis

To further enhance Sumner Skatepark and ensure it remains a thriving community space, we recommend additional improvements beyond structural repairs. Removing the fence will create a more open and inviting atmosphere, making the park feel more accessible to skaters and the public. Installing catch basins will improve drainage and prevent water accumulation, reducing long-term wear and tear on the concrete. Adding benches and garbage cans will provide essential amenities for skaters and spectators, promoting a cleaner and more comfortable environment. Improved lighting will extend the park's usability into the evening hours, increasing safety and accessibility. Additionally, a future development plan for a street skateboarding area over the filled-in bowl will introduce new terrain and opportunities for progression. These enhancements, combined with the essential structural restorations, will extend the park's lifespan and transform it into a more functional and welcoming space for the Sumner skateboarding community.



Conceptual view of a future Sumner Skatepark

CITY OF SUMNER WASHINGTON

STUDY SESSION
DATE: September 22, 2025
AGENDA BILL: 25-642

SUBJECT: Resolution No. 1731 - Senior Center Community Development Block Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1731 - Senior Center Community Development Block Grant Acceptance
2. Senior Center Subrecipient Agreement Form

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City of Sumner Senior Center was built in 1998 and has seen a lot of use. To continue providing needed and valued programming for the community staff applied for funding through Pierce County's Community Development Block Grant (CDBG) Public Facilities and Improvements program. The City was selected to receive $203,038 in funding to replace all hard surfaced flooring as well as replace the manual partitions with motorized partitions.

COUNCIL COMMITTEE/STUDY SESSION: September 22, 2025 Study Session
MEETING/STUDY SESSION DATE: 9/22/2025
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Forward Resolution No. 1731- Senior Center Community Development Block Grant Acceptance to a regular council meeting of October 6, 2025, for council consideration.

RESOLUTION NO. 1731
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT FOR SENIOR CENTER PUBLIC FACILITIES AND IMPROVEMENTS, AS ADMINISTERED THROUGH PIERCE COUNTY.

WHEREAS, The City of Sumner provides programs and activities for the senior citizens in our community; and

WHEREAS, to help make the facility more useful and extend its life by updating the hard surface flooring throughout and install new automatic partitions, the City of Sumner applied for a Community Development Block Grant ("CDBG") to replace the Senior Center flooring and partitions, among other approved uses of the funds; and

WHEREAS, Pierce County awarded the City $203,038; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a subrecipient agreement with Pierce County is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary subrecipient agreements regarding the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the CDBG Public Facilities and Improvements subaward and authorizes the Mayor to execute any necessary subrecipient funding agreements with Pierce County, and any and all documents necessary to carry out and effectuate the acceptance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in full force immediately.

ADOPTED AND APPROVED this 6th of October, 2025.

____
Kathy Hayden, Mayor

Attest:

____
Michelle Converse, City Clerk

Approved as to form:

____
Andrea J. Marquez, City Attorney

SUBRECIPIENT AGREEMENT
FOR CDBG PUBLIC FACILITIES AND IMPROVEMENTS

Pierce County

Title:	Sumner Senior Center- Senior Center Flooring & Partitions			**Contract Number:**	SC-111933
Start Date:	07/1/2024	End Date:	06/30/2026	Fiscal Year:	2024-2026

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 Subrecipient during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

ALN(s):	**14.218**	FAIN(s):	B-24-UC-53-0002

INITIAL CONTRACT FUNDING NOT TO EXCEED:	**$ 203,038**			
Total Amount Per Fund Source – Fund sources are broken down and identified due to spending restrictions on each one.	**134-00**			
	$203,038			

Subrecipient:	City of Sumner		
Mailing Address:	1104 Maple St, Sumner, WA 98390		
Contact Name:	Derek Berry	**Title:**	Community Services Manager
Phone:	(253) 299-5541	**Email:**	derekb@sumnerwa.gov
Fiscal Contact:	Kassandra Raymond (Chief Financial Officer)	**Email:**	kassandrar@sumnerwa.gov
Agency UBI:	277-000-014	**Agency UEI:**	Q3ZKNC1EXZC9

Community Development Contract Team

Contract Owner:	**Stephanie Bray, Comm. Dev. Supervisor**	Email:	Stephanie.Bray@piercecountywa.gov
Program Contact:	**Isis Ishino-Amen, Program Specialist II**	Email:	Isis.ishino-amen@piercecountywa.gov
Other Contact:	**Evangelyn Choksi, Office Assistant**	Email:	Evangelyn.Choksi@piercecountywa.gov

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

EXHIBITS AND ATTACHMENTS

A: Statement of Work	E: Insurance Requirements
B: Compensation and Financial Requirements	F: Subaward Information
C: Special Terms and Conditions	G: Covenant
D: General Terms and Conditions	

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

	Derek Barry, Community Services Manager		
Subrecipient Signature	**Printed Name and Title**		**Date**
Approved As to Form Only by Deputy Prosecuting Attorney	**Date**	**Julie Demuth, Director of Finance**	**Date**
Gary Gant, Director of Human Services	**Date**	**Ryan Mello, County Executive**	**Date**

EXHIBIT A – STATEMENT OF WORK

The City of Sumner hereinafter referred to as the "Subrecipient" has been granted a Subaward 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 Subrecipient 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" or "Subaward" means this document and all Exhibits and other documents incorporated by reference, containing all terms and conditions agreed upon by the parties.

1.2. "CDBG" means Community Development Block Grant.

1.3. "CFR" means Code of Federal Regulations.

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

1.5. "RCW" means Revised Code of Washington.

1.6. "WAC" means Washington Administrative Code.

2. BACKGROUND AND PURPOSE

2.1. The purpose of this agreement is to fund public facilities improvements to the Sumner Senior Center. This project will enhance the Senior Center by upgrading flooring with slip-resistant materials for safer mobility and installing automated partitions to improve space flexibility for events and activities.

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.

4. SUBRECIPIENT RESPONSIBILITIES

4.1. To accomplish the intent of this Agreement the Subrecipient will complete improvements to the facility. The project will improve the flooring, including slip resistant flooring for seniors that come in with canes, walkers, and wheelchairs. The project will also install automated partitions to better program the space for guest speakers, workshops, exercise programs and other activities that are offered on a daily and weekly basis.

4.1.1. Property Address: 15506 62nd St Ct E, Sumner, WA 98390

4.1.2. Assessor's Parcel Number: 0520193200

4.1.3. Legal Description: Beginning at a point 635.12 feet South from the Northeast corner of the Southeast quarter of the Southwest quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian; thence South North 89 degrees 58' 10" East 639.33 feet to the West line of Parker Road; thence South 00 degrees 17'50" West 220 feet; thence South 89 degrees 58'10" West 639.29 feet; thence North 00 degrees 16'50" East 220 feet to the point of beginning, in Pierce County, Washington.

4.1.4. In the twelve months following the completion of the project, the Subrecipient will report on services provided to moderate-income persons, specifically seniors as described in Section 4.3 National Objective Criteria.

4.1.4.1. The Subrecipient shall provide services to any eligible Pierce County resident (or special population), regardless of the client's address, as long as the person resides in one of the cities as defined in the table below. Locations not eligible for services include the following locations: the cities of Auburn, Enumclaw, Lakewood, Pacific, or Tacoma.

Pierce County Consortium

City of Buckley	**City of Bonney Lake**	**Town of Carbonado**
City of DuPont	**City of Fife**	**Town of Eatonville**
City of Edgewood	**City of Fircrest**	**City of Gig Harbor**
City of Milton	**City of Orting**	**City of Puyallup**
City of Roy	**Town of Ruston**	**Town of South Prairie**
Town of Steilacoom	**City of Sumner**	**City of University Place**
Town of Wilkeson	**Unincorporated Pierce County**	

4.1.5. All work and material for the Agreement, including any change order work, shall be at the sole risk of the Subrecipient.

4.1.6. The Subrecipient shall rebuild, repair, restore, and make good all damages to any portion of the permanent or temporary work occurring before final acceptance and shall bear all the expense to do so, except damage to the permanent work caused by: (a) acts of God, such as earthquake, floods, or other cataclysmic phenomenon of nature, or (b) acts of public enemy or of governmental authorities; provided, however that these exceptions shall not apply should damages result from the Subrecipient's failure to take reasonable precautions or to exercise sound engineering and construction practices in conducting the work.

4.1.7. The Subrecipient shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the work. The Subrecipient shall be solely responsible for all methods, techniques, safety precautions and for specifications and/or procedures set forth in this Agreement.

4.1.8. If the Subrecipient performs any work contrary to such laws, specifications, ordinances, rules, regulations, and procedures, the Subrecipient shall assume full responsibility and shall bear all costs attributable thereto.

4.1.9. If, during this Agreement, the work provided does not comply with the laws, specifications, ordinances, rules, regulations, and procedures the Subrecipient shall take such corrective action as the County may require. Failure to make the necessary corrections shall be a materials breach of this Agreement and cause for termination.

4.1.10. The Subrecipient shall plan, administer, and implement the project in compliance with applicable local, state and federal laws, and regulations, unless specifically noted to the contrary, the Subrecipient, its consultants and contractors shall obtain all permits and approvals necessary to lawfully implement the project.

4.1.11. Failure to lawfully plan, administer, and implement the project or to demonstrate the substantial process within ninety (90) days of the effective date of this Agreement, shall cause the County to re-evaluate the need for and methods of the project. The result of such re-evaluation may necessitate restructure of the scope, redefinition of milestones and/or units or service or termination of the Agreement for lack of need, ineffective or improper use of funds, and/or failure to implement the project in a timely and reasonable manner.

4.2. National Objective Criteria

4.2.1. Clients shall meet the HUD national objective for Activities Benefitting low- to moderate-income persons at 24 CFR 570.208 (a)(2) – Limited Clientele Activities.

4.2.2. The activity will meet the HUD eligible activity of Public Facilities and Improvements as defined by 24 CFR 570.201(c), under the national objective criteria of limited Clientele Activities, by benefitting clientele generally presumed to be principally Moderate-income persons, as provided in 24 CFR 570.208(a)(2)(i)(A). Agencies must maintain program documentation showing that the activity is limited to the presumed benefit group. Unless specifically evidence is provided to the contrary, the activity beneficiaries shall be presumed to automatically qualify as moderate-income individuals and individual client records will be maintained to document that this project will serve exclusively seniors. Agencies must maintain program documentation showing that the activity is limited to the presumed benefit group. Projects that acquire, construct, convert, and/or rehabilitate a senior center or pay for providing center-based senior services, will report beneficiaries as moderate income (50-80% AMI).

5. PERFORMANCE METRICS

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

5.1.1. Construction and Milestone Schedule:

Task	**Approximate Completion Date**
Relocation Notifications (if applicable)	NA
Environmental Review Complete (NEPA)	Completed March 2025
Design Completed	October 2025
Bid Specs approved by the County (allow 10 days after submittal)	October 2025
Bid Advertised in the News Tribune & https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities	November 2025
Bid Opening / Award	December 2025
Preconstruction Conference / Notice to Proceed	January 2026
Project 50% Complete	May 2026
Construction Substantially Complete/notice of completion filed with the State	June 2026
Final Payment Request Submitted	September 2026

5.1.2. In order to meet the HUD National Objective for this funding, Subrecipient shall provide services to moderate-income seniors as described in Exhibits G: Covenant. For a twelve-month period, the Subrecipient will submit quarterly reports, as described in 7.1.1, on the number of unduplicated clients served. The center will stay open during construction and services will continue. The Subrecipient has set a target of 3,780 of unduplicated clients to be served.

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 Subrecipient 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 Subrecipient and subcontractor locations.

6.2. The Subrecipient 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 Subrecipient may be subject to a Corrective Action Plan (CAP).

6.4. Use of County Logo for Marketing

6.4.1. The Subrecipient 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 Human Services Department.”*

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

6.5. Compliance with Laws and Regulations

6.5.1. It is the sole responsibility of the Subrecipient to complete projects and provide services in compliance with following:

6.5.1.1. 2 CFR Part 200.318-326, the OMB Guidance for Federal Financial Assistance.

6.5.1.2. 2 CFR Subpart D Appendix II

6.5.1.3. Chapter 36.32.235 RCW Competitive Bids

6.5.1.4. Chapter 39.04 RCW Public works

6.5.1.5. Chapter 39.12 RCW Prevailing Wages on Public Works

7. REPORTING/DELIVERABLES

7.1. The Subrecipient 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 Isis Ishino-Amen at isis.ishino-amen@piercecountywa.gov unless instructed otherwise**.** Deliverables include:

7.1.1. Quarterly reports are required on each performance measure and must include updates on progress, status of outcomes, and outputs. Quarterly progress reports are due by the tenth (10^{th}) of the month after the close of the quarter reported. If no costs are incurred during a given quarter, quarterly report is still required by the 10^{th} of the month following the end of that quarter for the duration of the 12 month period for which outcome reporting is required.

7.1.2. The Subrecipient shall provide financial and demographic information as required by the County to demonstrate compliance with regulations, eligibility, goals, and objectives to support the HUD annual Consolidated Annual Performance Evaluated Report (CAPER), and provide such other financial or performance reports, as may be required by the County. This report includes information gathered from the public beneficiaries of these funds, which determines their income status for eligibility confirmation, as well as their racial and ethnic origin for the term of the Agreement. This form will be made available to the Subrecipient via email.

7.1.3. The Subrecipient shall provide compliance reporting as requested to meet the requirements of Exhibit C – Special Terms and Conditions

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 Subrecipient is required to submit to the County under this Agreement, If applicable.

8.1.2. Provide technical assistance to the Subrecipient, its contractors, and consultants, particularly regarding compliance with federal and local laws and regulations specific to implementation of this agreement, and in development of processes and procedures to assure attainment of the project goals and objectives. This will include items such as, but not limited to, review of procurement documents and processes, and review of federal and state prevailing wages and labor documentation and assistance with meeting other federal requirements. The provision of technical assistance in including approval of documents, on-site assistance with bidding, inspection of work, etc. does not relieve the Subrecipient, its contractors, and consultants of their obligations under this agreement, any other applicable agreement, and any applicable laws and regulations.

8.1.3. The County will conduct monitoring and performance assessments of all performance measures provided under this Agreement, in the manner and at reasonable times, with reasonable notice, as the County considers appropriate.

8.1.4. Monitoring and assessment activities include, but are not limited to, review of performance and financial reports (including all books, records, documents, and other data), facilities, activities, and on-site visits by County staff or their designees, state, or federal representatives.

8.1.5. Unless the County elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violence of terms or conditions of the Agreement, the Subrecipient and the County shall negotiate a mutual agreement plan of action to address the identified problem. If the parties are unable to come to agreement, the Subrecipient may file a compliance per the General Terms and Conditions (GTC).

9. CORRECTIVE ACTIONS

9.1. If the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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, Pierce County will notify the Subrecipient 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, Pierce County will not be responsible for reimbursing the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, Subcontractor's, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.

1.4. The Subrecipient 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 $203,038 as shown in the funding table below. It is the responsibility of the Subrecipient 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 June 30, 2026				
Budget Categories OR Service Designation/Activity	**Rate Method**	**Fund Source**	**Funding Relationship**	**Not to Exceed**
Facility Improvements	Cost Reimbursement	CDBG	Subrecipient	$203,038
			24-Month Total	**$203,038**

*Funds will not pay for any salaries/benefits nor any indirect costs

2. FEDERAL FUNDING REQUIREMENTS

2.1. It is understood when applicable, federal funds provided by this Agreement and program income generated by the project are federal funds administered by the County and are subject to those regulations and restrictions normally associated with federal programs including the OMB Guidance for Federal Financial Assistance, Cost Principles, and Audit Requirements, per 2 CFR §200.

2.2. Federal funding under this Agreement is awarded by the Assistance Listing Number (ALN) 14.218. Federal fund sources have spending limitations and/or restrictions, it is the Subrecipients responsibility to clearly separate allowable costs from unallowable costs, in accordance with federal programs, per 2 CFR §200.

3. BILLING AND PAYMENT

3.1. The Subrecipient shall bill the County monthly using an invoice form provided by the County. Each calendar month shall be considered a billing period.

3.2. The Subrecipient shall submit invoices to PCCCCDinv@piercecountywa.gov no later than fifteen (15) calendar days after each billing period ends.

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

3.3.1. The Contract Number.

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

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

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

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

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

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

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

EXHIBIT C – SPECIAL TERMS & CONDITIONS

1. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

1.1. The Subrecipients and its consultants and contractors shall comply with the following federal laws and regulations, wherever and wherever they are appliable. The Subrecipient and its consultants and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project.

1.2. The Subrecipient and its contractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

1.2.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) relating to non-discrimination in performance of the project and to the benefits deriving from it, as implemented by HUD regulation 24 CFR 570.601(a)(1)

1.2.2. Title VIII of the Civil Rights Act of 1968, as amended, also known as the Fair Housing Act (42 U.S.C. 3601-2630), relation to non-discrimination in housing, as implemented by HUD regulation 24 CFR 570.601 (a)(2)

1.2.3. Executive Oder 11063, as amended by Executive Order 12259, relating to non-discrimination in housing, as implemented by HUD relation 24 CFR 570.601(b)

1.2.4. Construction projects must comply with the applicable requirements of Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990 (ADA)

1.2.5. Section 109 of the Housing and Community Development Act of 1974, as amended, prohibiting discrimination in program benefits due to race, religion, color, national origin, sec, age (Age Discrimination Act) or disability (Section 504), as implemented by HUD regulation 24 CFR 570.602, and the Americans with Disabilities Act (ADA) requirements, as implemented by HUD regulation 24 CFR 570.614(b)

1.2.6. Executive Order 19988 relation to evaluation of flood hazards and the flood hazard and insurance protection requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106(a)0, as implemented by HUD regulation 24 CFR 570.605.

1.2.7. The relocation, acquisition, and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as implement by HUD regulation 24 CFR 570.606

1.2.8. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4851b), and implementing regulations at 24 CFR 35.80-35.175, 35.900 -35.1020 and 35.1300-25.1355 implemented by 24 CFR 570.608.

1.2.9. EPA's Lead Renovation, Repair and Painting Program Rule (40CFR 745.61 – 745.339). EPA RRP rule applied to pre-1978 housing and child-occupied facilities and schools located in public and commercial buildings.

1.2.10. The regulations, policies, guidelines, and OMB Guidance for Federal Financial Assistance at 2 CFR 200 et seq. as they related to the acceptance and use of federal funds as implemented by HUD regulation 24CFR 570.610 and 24 CFR 570.502 (applicability of OMB Guidance for Federal Financial Assistance)

1.2.11. The National Environmental Policy Act (NEPA) of 1969 and other statutory environmental requirements, as implemented by HUD regulation 24 CFR 570.604

1.2.12. Executive Orders 11625, 12138, and 2 CFR 200.321 in regard to use of minority and women's business firms, as implemented by HUD regulation 24 CFR 570.904(d).

1.2.13. The Subrecipient agrees that CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, as implemented by HUD regulation 24 CFR 570.207(a)(3).

1.2.14. HUD Regulations for implementing the Community Development Block Grant contained in 24 CFR 570.

1.2.15. The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103) and regulations set forth at 48 CFR 23.500.

1.2.16. The Subrecipient will comply with all applicable Washington State requirements regarding liens and shall disclose all potential lien claimants as a condition of payment and requirement the prime contractor to disclose all potential lien claimants prior to payment by the Subrecipient.

1.2.17. The Construction Labor standards and wage rates set forth in Section 110 of the Housing and Community Development Act of 1974 as amended (42 U.S.C §5310) and as implemented by the HUD regulation of 24 CFR 570.603. Provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

1.2.18. The Davis Bacon Act (DBA) and Related Acts or HUD-assisted (DBRA)(40.U.S.C §3141 - §3148 provides that contracts to which federal funding is applied for the construction, alternation, and/or repair, including painting and decorating, or of public buildings or public works, which involved the employment of laborers and /or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

1.2.19. Any construction performed as a part of this agreement is considered a public work project and subject to the Prevailing Wages of Public Works Act (Chapter 39.12 RCW). All bid specifications and contracts for public work projects must contain a provision stating that the required prevailing rates of pay and stipulate that all worked shall receive no less than Washington State prevailing rate of wage for work performed. All contractors and subcontractors working on this project are required to fully comply with these regulations.

1.2.20. Executive Order 11246, as amended, addressing non-discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and as implement by HUD regulation 24 CFR 570.607(a). During the performance of this Agreement, the Subrecipient agrees as follows:

1.2.20.1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmation action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation,

1.2.20.2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting form the provisions of this nondiscrimination clause.

1.2.20.3. The Subrecipient, will, in all solicitations or advances for employees placed by or on behalf of the Subrecipient, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.2.20.4. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about discussed or disclosed the compensation of the employees or applicant or another employee or applicant. This provision shall not apply to instances in which an employees who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.2.20.5. The Subrecipient will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers 'representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.2.20.6. The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.2.20.7. The Subrecipient will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.2.20.8. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspected in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by the law.

1.2.20.9. The Subrecipient will include the provisions of paragraphs 1.2.20.1 through 1.2.20.7 is every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order no. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Subrecipient will take such action with respect to any subcontract or purchase odder as the County may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event of the Subrecipient becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United State to enter into such litigation to protect the interest of the United States.

1.2.21. Section 3 of the Housing and Community Development Act of 1968 as amended, dealing with employment and training of County low-income residents as employees and trainees and utilization of Pierce County businesses as contractors, subcontractors, and suppliers, as implemented by HUD regulations 24 CFR 75 et seq. and 24 CFR 570.607(b):

1.2.21.1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1.2.21.2. The parties to the Agreement agree to comply with HUD's regulations at 24 CFR 75 et seq, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

1.2.21.3. The Subrecipient agrees to send each labor organization or representative of the workers with which the Subrecipient has a collective bargaining agreement or other understand if any a notice advising the labor organization or works representative of the Subrecipients commitments under this Section clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for the training and employment positions can see the notice. That notice shall describe the Section preference, shall set forth minimum number of job titles and subject to hire, availability of apprenticeship and training positions, the qualification for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date that the work shall begin.

1.2.21.4. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75 et seq. and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon funding that the subcontractor is in violation of the regulations in 24 CFR 75 et seq. The Subrecipient will not subcontract with any subcontractors where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 74 et seq.

1.2.21.5. The Subrecipient will certify that any vacant employment positions including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed and two (2) with persons other than those to whom the regulations of 24 CFR et seq. require employment opportunities to be direct, were not filled to circumvent the Subrecipient's obligations under 24 CFR 75 et seq.

1.2.21.6. Noncompliance with HUD's regulations in 24 CFR 75 et seq. may result in sanctions, termination of this contract of default, and debarment or suspension from future HUD-assisted contracts.

1.2.21.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b) also applied to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the ward of contract and subcontract shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this Agreement that are subject the provisions of Section 3 and Section 7(b) agree to comply with Section3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

1.3. Note: Copies of applicable laws and regulations are available upon request from the Department of Human Services. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract, and consultant agreement issued by Subrecipient or its contractors.

2. ADDITIONAL NEPA REQUIREMENTS

2.1. Funding is subject to the National Environmental Policy Act (NEPA) regulations. The County must be contacted if there are any changes to the project after completion of the NEPA process. The County must also be contacted in the event cultural resources are discovered during ground disturbance because of this project. The Subrecipient will include this condition in any contracts or subcontracts to complete the work.

2.2. There is no ground disturbance described in the project. If any ground disturbance is necessary, the project must be stopped, and Pierce County Community Development staff notified. Pierce County must reconsider Historic Preservation under NEPA including Section 106 consultation with Washington State Department or Archaeological and Historic Preservation and tribes that have indicated an interest in Pierce County HUD funded projects. This process takes a minimum of 30 days.

2.3. In accordance with *Guidelines for the Inadvertent Discovery of Human Skeletal Remains on Non-Federal and Non-Tribal Lands in the State of Washington,* any person engaging in ground disturbing activity that encounters skeletal human remains must crease all activity which may cause further disturbance to the remains, make a reasonable effort to protect the area from further disturbance, and report the presence and location of those remains to the county coroner and local law enforcement (Chapters 27.44;68.5' and 68.60 RCW). Pierce County Department of Human Services staff must then be contacted.

2.4. If any potentially archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop, the area must be secured, and Pierce County Department of Human Services staff must be contacted. Thereafter, Pierce County staff must contact the concerned Tribe cultural staff and cultural committee and notify the Washington State Department of Archaeology and Historic Preservation.

3. REVERSION OF ASSETS

3.1. Where the Subrecipient is a city or town that is a member of the Pierce County Urban County Consortium for the CDBG program, real property acquired or improved with CDBG Funds in conjunction with this Agreement is subject to a reversion of assets limiting the Subrecipient's right to dispose of said property or to use it for a purpose other than that specific in the Agreement until five years after Pierce County is no longer a CDBG entitlement recipient.

3.2. Where the Subrecipient is not either a city or a town that is a member of the Pierce County Urban County Consortium for the CDBG program, real property acquired or improved with CDBG funds in conjunction with this Agreement is subject to a reversion of assets limiting the Subrecipient's rights to dispose of said property or to use it for a purpose other than that specified in this Agreement for a period of thirty (30) years after the Agreement end date.

3.2.1. A Subrecipient's Covenant Agreement for the length of the period of interest.

3.2.2. Any combination of the above documents.

3.3. Disposition of real property acquired and/or improved in whole or in part with Block Grant funds shall be subject to approval by the County and shall be at current appraised fair market value. The property may be disposed of for lesser value including donations if the disposition at the lesser value is necessary to meet one of HUD's national objectives and is permissible under state and local law and is approved by the County. When disposition is recommended by the Subrecipient for lesser value, or if the County should determine that disposition for such lesser value is in the best interest of the program, those reason shall be fully documented.

3.4. Non-expendable equipment, materials, operating supplies, and other assets other than real property, purchased in whole or in part with CDBG funds, who per unit fair market value (or total value for supplies) at the time of completion of use is more than $5,000, are the property of the County are to be utilized, maintained, inventoried controlled and disposed of, pursuant to applicable federal regulations.

3.5. The Subrecipient shall be responsible for loss or damage to all such equipment, materials, operating supplies, and other assets in its care, and after completion of use shall return all such equipment, materials and assets to the County for disposition within thirty (30) days following completion of the project(s), unless otherwise specified.

3.6. If such equipment, materials, operating supplies, or other assets are partially funded from other sources, the County shall share any funds received because of said disposition at a percentage of value received equal to the percentage of the original costs provided by the individual funding sources.

3.7. Any equipment, materials, operation supplies, and other assets with per unit fair market value (or total value for supplies) at the time of completion of use of less than $5,000, may be retained or disposed of by the Subrecipient. The County retains no financial interest in these items.

3.8. Any assets whose fair market value is in question should be referred to the County before any disposition action is taken by the Subrecipient.

4. RECORDS

4.1. The Subrecipient shall maintain all project records required by applicable federal, state and county regulations, which are incorporated herein by reference. The public, County representatives, the State Auditor, and officials of the federal government shall be granted reasonable access to all records associated with this Agreement until three (3) years after the County submits their annual performance and evaluation report to HUD which will be done on September 30th of the year the project is completed and/or after the period of affordability has been met, whichever is later, in accordance with 24 CFR 570.502(a)(7)(ii).

4.2. The Subrecipient shall maintain records and files for this project containing the following items:

4.2.1. Notice of Grant Award.

4.2.2. Motions, resolutions, or minutes documenting Board or Council actions

4.2.3. A copy of this Scope and the County's notice to proceed on this project.

4.2.4. Correspondence regarding budget revision requests.

4.2.5. Copies of all invoices and reports submitted to the County for this project.

4.2.6. Copies of approved invoices and warrants.

4.2.7. Records documenting those costs reimbursed with funding provided under this Scope are allowable in accordance with 2 CFR 200, OMB Guidance for Federal Financial Assistance, Cost Principles, and Audit Requirements for Federal Awards. Such records include, but are not limited to:

4.2.7.1. Personnel costs require payroll time sheets for actual salary and fringe benefit costs. Time sheets must be signed by a supervisor and annotated to document percent of time charged against this project. Direct salaries and wages of employees chargeable to more than one grant program or other cost objective(s) must be supported by time distribution records. Timesheets should contain an after the fact determination of the actual activity of each employee and be annotated to document the time charged to the project if daily hours being paid for by the respective CDBG award are not noted.

4.2.7.2. Staff travel costs require documentation of mileage charges for private auto use must include a) destination and starting location, and b) purpose of trip.

4.2.7.3. Copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and no invoice is available require log sheets or annotated invoices.

4.2.8. Documentation of the solicitation process used to select vendors and subcontractors with original purchase orders and subcontracts.

4.2.9. Documentation of client income, demographics and eligibility as required in the Exhibit A, Statement of Work.

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

5.1. The Subrecipient covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant (CDBG) program has any person financial interest, direct or indirect, in this Agreement as outlined in Section 6 of the General Terms and Conditions and/or 24 CFR 670.611

6. AFFIRMATIVE ACTION

6.1. If the Subrecipient has an established Affirmative Action Plan in place, it shall furnish a copy to the County as part of this Agreement. Where the Subrecipient has no existing Affirmative Action Plan, it must complete and abide by an Affirmative Action Plan approved by the County and incorporated as part of this Agreement. When new full-time or part-time employees or trainees are hired, the Subrecipient should make a “good faith” effort to hire woman, minorities, and low- and moderate-income Pierce County residents for all positions to be filled.

7. RELIGIOUS ACTIVITY

7.1. As noted in the General Terms and Conditions (GTC), the First Amendment to the Constitution of the United States of America prohibits Congress from enacting any laws respecting the establishment of religion. Regulations have been established for the Community Development Block Grant Program addressing involvement of religious organizations. For reference, see 24 CFR 570.200(j) and 24 CFR 5.109.

8. BUILD AMERICA BUY AMERICA ACT (BABA) and the BUY AMERICAN PREFERENCE (BAP)

8.1. The Grantee must comply with the requirements of the Build America, Buy American (BABA Act), 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

9. VIOLENCE AGAINST WOMEN ACT (VAWA)

9.1. The Violence Against Women Act (VAWA) Reauthorization of 2022 includes a new requirement for U.S. Department of Housing and Urban Development (HUD) Recipients to support an individual’s right to seek law enforcement or emergency assistance. As of October 2022, the law requires CDBG Recipients to certify that they and their Subrecipients have policies that do not impose penalties based on requests for law enforcement or emergency assistance that occurred at a covered property and that they are in compliance with or describe the steps they and their Subrecipients must take to comply within 180 days of the report to HUD. As the new law has gone into effect, but HUD has not yet provided guidance on certification methods, Subrecipient is required describe the steps they will take to ensure compliance with the new requirements. Once HUD provides certification guidance, Subrecipient is required to certify compliance.

EXHIBIT D – GENERAL TERMS & CONDITIONS

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 Subrecipient or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Subrecipient and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Subrecipient 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 Subrecipient to the County to perform the terms of this Agreement. The Subrecipient shall be responsible for the acts and omissions of any Subcontractor, and the Subrecipient 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 Subrecipient 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 Subrecipient shall maintain appropriate documentation of all background checks performed in its employees' files.

   In addition, when applicable, the Subrecipient 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 Subrecipient 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 Subrecipient, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Subrecipient 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. Subrecipient shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Subrecipient 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 Subrecipient's breach of this provision.
7. **Close-Out.** Subrecipient shall submit to County at the end of the period of performance of this Agreement all financial, performance, and other reports as required by Exhibit's A and B of this Agreement.
8. **Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Subrecipient, 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 Subrecipient 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 Subrecipient as it could pursue in the event of a breach of this Agreement by Subrecipient. 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 makes a determination under this section (8) shall be an issue and may reviewed as provided in the Dispute Resolution section (13) below.

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

10. **Debarment.** Subrecipient shall assure that its officers, agents, subcontractors, and consultants shall not fund, have an Agreement with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds. Subrecipient certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by County, Subrecipient shall complete a certification to the terms of this section (10).

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

11.1. Subrecipient, 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 Subrecipient, 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.

11.1.1. The preceding section (11.1) is valid and enforceable only to the extent of Subrecipient'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 Subrecipient or the Subrecipient's agents or employees.

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

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

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

11.5. Capital Projects

11.5.1. Subrecipient 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.

11.5.2. Subrecipient 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.

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

12. **Dispute Resolution.** Differences between Subrecipient 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. Subrecipient 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.

13. **Drug-Free Workplace.** Subrecipient 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.

14. **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 Subrecipient must provide the E-Verify Declaration certifying enrollment in the Federal E-verify program to the County. The Subrecipient will remain enrolled in the program for the duration of the Agreement. The Subrecipient is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Subrecipient 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.

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

16. **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.

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

18. **Licensing and Accreditation Standards**. Subrecipient 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.

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

20. **Non-Discrimination.**

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

20.1.1. 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].

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

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

20.1.4. 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].

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

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

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

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

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

20.1.10. 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.

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

20.2.1. Subrecipient 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.

20.2.2. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, 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, Subrecipient may state that Subrecipient is an Equal Opportunity Employer, instead of using the longer qualification.

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

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

20.2.3.2. 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.

20.2.3.3. 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 Subrecipient's facilities, or other benefits provided under this Agreement; nor

20.2.3.4. 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 Subrecipient 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.

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

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

22. Patent/Copyright Infringement.

22.1. Subrecipient 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 Subrecipient infringes any patent or copyright. The Subrecipient 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:

22.1.1. That Subrecipient shall be notified promptly in writing by County of any notice of such claim.

22.1.2. Subrecipient 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.

23. Payment of Taxes. Subrecipient shall pay all federal, state, and local taxes incurred by Subrecipient. Subrecipient shall require payment of all federal, state, and local taxes incurred by any of its subrecipients, 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 (23) is a condition precedent to payment by the County under this Agreement.

24. Political Activity Prohibited – Byrd Anti-Lobbying Compliance. By signature of this Agreement, the Subrecipient agrees none of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying activities, or to further the election or defeat of any candidate for public office as defined in 2 CFR §200.450 or any successor.

25. Proprietary Software. In the event Subrecipient accesses County's proprietary software applications to perform any work under this Agreement, Subrecipient 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 Subrecipient 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 Subrecipient fails to comply with any of the terms and conditions of this Agreement and that failure results in an overpayment, or Subrecipient 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 Subrecipient 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, and Audits.

27.1. Subrecipient 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. This Agreement is subject to review by any Federal or State auditor. County or its designees shall have the right to review and monitor the financial and service components of this Agreement by whatever means are deemed expedient by the County. Such review/right to access may occur with or without notice, and may include, but is not limited to, on-site inspection and inspection of all records or other materials which the County deems pertinent to this Agreement and its performance. Subrecipient shall preserve and maintain all financial records and records relating to performance of this Agreement for six (6) years after termination or expiration, and shall make them available for such review, within Pierce County, State of Washington, upon reasonable request.

27.2. Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.

27.3. Subrecipient shall establish and maintain in conformance with applicable accounting laws, regulations, and standards an accounting system that, at a minimum:

27.3.1. Adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.

27.3.2. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated more than allowable costs.

27.3.3. Accurately identifies all costs incurred by Subrecipient, even when no revenue is received from services.

27.4. Subrecipient shall maintain all records containing information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.

27.5. Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles.

27.6. Upon reasonable request by County, Subrecipient shall provide to County all information, data, and other reporting, to the fullest extent permitted by law, that is required by the County to comply with federal, state, and local laws and to meet the County's reporting obligations.

27.7. Audit Obligations

27.7.1. Subrecipient shall submit to the County's fiscal representative an independent audit engagement letter and satisfy the other conditions set forth below, as applicable:

27.7.1.1. Subrecipients that are required to have a Single Audit under 2 CFR §200 Subpart F must submit a copy of the independent audit engagement letter to the County upon execution of this Agreement.

27.7.1.2. When state funds are also to be paid under this Agreement, a Schedule of State Financial Assistance must also be included.

27.7.1.3. Subrecipient shall inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with Subrecipient so that a County representative can be present if the County so desires.

27.7.1.4. Subrecipient shall submit the independent Certified Public Accountant (CPA) auditor's financial statement report, Single Audit reports and the management letter (collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports. Further, Subrecipient shall:

27.7.1.4.1. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.

27.7.1.4.2. Make available working papers of the reports to County.

27.7.1.5. Subrecipient shall include all relevant audit requirements in any subcontracts.

27.7.2. When Subrecipient is a state or local government entity, the Office of the State Auditor will conduct the audit.

27.7.3. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient in accordance with 2 CFR §200.509.

27.7.4. In the event Subrecipient's independent auditor does not provide the assurances necessary to satisfy relevant legal audit requirements, County retains the right to request a full audit and Subrecipient will be responsible for all costs incurred to provide the required audit and assurances.

27.7.5. If Subrecipient receives an annual audit due to requirements other than stated in this Agreement, Subrecipient shall submit all reports from these audits to the County's fiscal representative in accordance with section 27.7.1.4 above.

27.7.6. For Subrecipients who are not required to obtain a Single Audit, County, at its discretion, may require the Subrecipient to obtain an independent review or an independent audit, at the Subrecipient's expense, conducted by an independent CPA. A Single Audit requirement may also apply.

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. Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient 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. **Subrecipient Assets.**

31.1. Title to all property furnished by Subrecipient in performance of this Agreement shall remain with the regulating authority; and title to all property furnished by the County in performance of this Agreement shall remain with County.

31.2. Subrecipient shall obtain prior written approval by County when purchasing nonexpendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.

31.3. Title of all non-expendable personal property purchased by Subrecipient, the cost of which Subrecipient is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the County upon acceptance of such property by the Subrecipient.

31.4. Non-expendable personal property purchased by Subrecipient under the terms of this Agreement, in which title is vested in the County, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the County.

31.5. Any non-expendable personal property furnished to, or purchased by, Subrecipient, title to which is vested in the County shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.

31.6. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, Subrecipient agrees to provide all necessary information and documents for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Title 62A RCW.

31.7. Subrecipient will furnish to County by the fifteenth (15th) day of October each year while this Agreement is in effect, unless otherwise stated, an inventory of all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all nonexpendable personal property, including small and attractive items, purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging, or marking, describing, recording, and reporting the property involved.

31.8. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.

31.9. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). Subrecipient shall take all reasonable steps to protect that property from further damage.

31.10. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between Subrecipient and County, Subrecipient shall surrender to County all property of the County.

31.11. County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.

31.12. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.

31.13. Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.

32. **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.

33. Suspension & Termination

33.1. **Default.**

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

33.1.1.1. Subrecipient fails to comply with any of the terms or conditions of this Agreement or perform any of the obligations of the Agreement.

33.1.1.2. Subrecipient uses Agreement funds improperly or illegally.

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

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

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

33.1.1.6. Any illegal act by Subrecipient.

33.1.2. 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 Subrecipient or for a default that causes an immediate risk to the health, safety, or financial security of the County or its residents.

33.1.3. Whenever the Agreement is terminated for default, Subrecipient shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Subrecipient 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.

33.1.4. If Subrecipient receives a notice of termination from County, Subrecipient shall:

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

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

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

33.1.4.4. Deliver or convey title to:

33.1.4.4.1. Any property produced by the work terminated.

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

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

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

33.1.4.5. 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.

33.1.5. Upon termination, County will:

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

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

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

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

33.2. **Public Convenience.**

33.2.1. 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:

33.2.1.1. 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.

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

33.2.2. The Subrecipient may terminate the contract for convenience by providing sixty (60) calendar days' written notice to the County contacts listed on page 1 of this Agreement. The Subrecipient must be responsive to contact from the County to coordinate any necessary transition of services.

33.2.3. Whenever the contract is terminated in accordance with this section, the Subrecipient 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, if allowable under federal and state regulations, 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.

33.3. **Change in Funding.**

33.3.1. 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 Subrecipient. The termination shall be effective on the date specified in the notice of termination.

33.3.2. The Subrecipient may, if the Subrecipient 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.

33.3.2.1. The written notice must explain the insolvency or change in funding causing the termination. A Subrecipient-initiated termination on grounds other than those listed in this section (33.3) is not valid.

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

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

35. Withholding Payment. In the event the Contracting Officer determines that the Subrecipient 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 Subrecipient 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 Subrecipient to termination or damages, provided that the County promptly gives notice in writing to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, (3) to set off any amount so paid or incurred from amounts due or to become due the Subrecipient. In the event the Subrecipient obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Subrecipient by reason of good faith withholding by the County under this clause.

EXHIBIT E – INSURANCE REQUIREMENTS

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

1.1. The Subrecipient shall, at the Subrecipient'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 <u>is not endorsed</u> to include affirmative coverage for sexual abuse or molestation, Subrecipient 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 Subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

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

1.1.7.1.

1.2. If the Subrecipient 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 Subrecipient.

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 Subrecipient'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 Subrecipient'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 Subrecipient 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 Subrecipient'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. Subrecipient hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against Pierce County by virtue of the payment of any loss under such insurance. Subrecipient 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 Subrecipient 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 Subrecipient 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. Subrecipient 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 Subrecipient’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. Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient 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. Subrecipient 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).

EXHIBIT F – SUBAWARD INFORMATION

Subrecipient Name:	Sumner Senior Center
Subrecipient Unique Entity Identifier (UEI):	Q3ZKNC1EXZC9
Federal Award Identification Number (FAIN):	B-24-UC-53-0002
Federal Award Date:	July 1 2024
Subaward Period of Performance Start and End Date:	July 1, 2024 – June 30, 2026
Subaward Budget Period Start and End Date:	July 1, 2024 – June 30, 2026
Amount of Federal Funds Obligated:	$203,038
Total Amount of Federal Funds Obligated to Subrecipient (including the current financial obligation):	$203,038
Total Amount of Federal Award Funds Committed to Subrecipient:	$203,038
Federal Award Project Description:	Community Development Block Grant
Name of Primary Awarding Entity:	U.S. Department of Housing and Urban Development
Name of First Pass Through Entity:	Pierce County
Contact Information for Pierce County:	isis.ishino-amen@piercecountywa.gov
Assistance Listing Number (ALN):	14.218
Assistance Listing Program Title:	Community Development Block Grant
Research and Development:	☐ Yes ☒ No ☐ NA
Indirect Rate *(*federally recognized)* **OR De Minimis Rate** *(up to 15%)*:	N/A

EXHIBIT G – COVENANT

When Recorded Return To:

Pierce County Department of Human Services or its successor

Community Development Unit

3602 Pacific Ave, Suite 200

Tacoma, WA 98418

Attn: Isis Ishino-Amen, isis.ishino-amen@piercecountywa.gov

SUBRECIPIENT COVENANT AGREEMENT

CDBG Public Facilities

Grantor:	City of Sumner, Washington (“Grantor” and “Subrecipient”)
Grantee:	Pierce County (“Grantee” and “Beneficiary”)

This Subrecipient Covenant Agreement (“Covenant Agreement”) is made by the City of Sumner, Washington (“Subrecipient”) and is part of the consideration for the financial assistance provided by Pierce County (“County”) for the Senior Center Flooring and Partitions (“Property”) legally described as follows:

Assessor’s Parcel No.: 0520193200

Legal Description: Beginning at a point 635.12 feet South from the Northwest corner of the Southeast quarter of the Southwest quarter of Section 19, Township 20 North, Range 5 East of the Willamette Meridian; thence North 89 degrees 58’10” East 639.33 feet to the West line of Parker Road; thence South 00 degrees 17’50” East 220 feet; thence South 89 degrees 58’10” West 639.29 feet; thence North 00 degrees 16’50” East 220 feet to the point of beginning, in Pierce County, Washington.

EXCEPT the East 343 feet of the South 190 feet;

ALSO EXCEPT additional right-of-way to City of Sumner for street by Deed recorded under Auditor’s No. 8808290080. (also known as Parcel “B” of Boundary Line Revision recorded under Auditor’s No. 9507190304).

This Covenant Agreement will be recorded with the Pierce County Auditor’s Office and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant Agreement, until five years (5 years) after Pierce County is no long a Community Development Block Grant (CDBG) recipient.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Subrecipient, his successors and assigned heirs, grantees, or lessees of the Property, beginning on the date of substantial project completion. Each and every contract, deed or other instrument covering or conveying the property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed or other instruments.

NOW, THEREFORE, a covenant is hereby made as follows:

1. NOW, THEREFORE, a covenant is hereby made until five years following the date at which point Pierce County is no longer a Community Development Block Grant recipient

1. The real property described above will be improved using Community Development Block Grant Funds. The end use of the real property described above will be to serve clients limited to the presumed benefit group, who automatically qualify as Moderate-income individuals (50-80% AMI). Income status will be based on the United States Department of Housing and Urban Development ("HUD") median income and household size, revised annually; and

2. The Subrecipient will maintain safe and sanitary facilities and will comply with all state and local building codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located; and

3. The Subrecipient will keep any records and make any reports relating to compliance with this covenant that the County may reasonably require; and

4. DEFAULT: If a violation of any of the foregoing covenant occurs, the County may, after thirty days' notice to the Subrecipient, and/or any successors, institute and prosecute any proceeding at law or equity to abate, default the loan, prevent or enjoin any such violation or to compel specific performance by the Subrecipient of its obligations hereunder; provided that, the Subrecipient shall not be required by any provision herein to evict a tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS WHEREOF, Grantor has executed this Covenant Agreement or has caused the same to be executed by its representatives thereunder duly authorized.

Grantor:

City of Sumner, Washington

By: ______________________

(name)

Its: ______________________

(title)

____

(signature)

STATE OF WASHINGTON)

)ss.

County of Pierce)

On this day personally appeared before me _______________________, to me known to be the ____________________of the corporation/partnership/association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this _______ day of ____________, 2025.

____

Signature of officer and official seal

Notary Public in and for the state of Washington, residing at __________________, Washington.

NOTICE CONCERNING ORAL AGREEMENTS
Oral agreements or oral commitments to lend money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington State Law.

CITY OF SUMNER WASHINGTON

STUDY SESSION
DATE: September 22, 2025
AGENDA BILL: 25-643

SUBJECT: Ordinance No. 2938 - Donation, Naming Rights & Sponsorship **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Ordinance No. 2938 - Donation, Naming Rights & Sponsorship

STAFF CONTACT: Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:
The ordinance updates the amounts that define each level of approval authority for both monetary and non-monetary donations offered to the city. The ordinance adds a requirement that accepted donations be accompanied by a donation agreement, to expressly acknowledge any conditions connected to a donation. It clarifies that donating a non-monetary item to the city passes title to the city. Provisions for granting naming rights for parks, facilities and portions of facilities are added to the code. Code provisions describing the city's obligation to maintain and repair past donated items still in the city's possession are also added. The ordinance adopts by reference a city policy for administering donations and naming rights applications.

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE: 9/22/2025
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Forward to regular council meeting for approval.

ORDINANCE NO. 2938
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SECTION 3.54.050, ACCEPTANCE AUTHORITY, AND ADOPTING NEW SECTIONS, 3.54.060, NAMING RIGHTS, AND 3.54.065, EXISTING DONATIONS.

WHEREAS, the City of Sumner has established guidelines, standards, and procedures for the installation and care of donated park improvements, either as a result of a cash or physical property donation;

WHEREAS, the City of Sumner desires to encourage donations while at the same time managing aesthetic impacts and mitigating on-going maintenance costs; and

WHEREAS, the adoption of this ordinance gives guidance related to managing the purchasing of applicable equipment, installation techniques, maintenance and replacement policies, donation acknowledgments, and long-term care and disposal protocols for donations made after the adoption of this policy.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The following section of SMC 3.54.050, Acceptance Authority, shall be amended as follows:

3.54.050 ACCEPTANCE AUTHORITY

A. Monetary Donations. The C~~c~~ity A~~a~~dministrator or designee shall have the authority to accept all monetary donations with a current value less than ~~$1,000~~$5,000. The Finance Committee shall have the authority to accept all monetary donations with a current value greater than ~~$1,000~~$5,000 and less than ~~$5,000~~ $50,000 during a properly noticed regular or special committee meeting. The ~~c~~City ~~c~~Council shall have the authority to accept and approve all monetary donations with a value of $50,000 ~~$5,000~~ or greater by motion or resolution during a properly noticed regular or special council meeting. This ~~provision~~ section shall grant the authority~~, but not the obligation,~~ to accept any monetary donation, devise, or bequeathal~~.~~, but the City reserves the right to reject any monetary donation for any reason, including conditions placed on the donation that are unacceptable to the City. To be binding, all conditions of a donation must be acknowledged in writing by the City at the time of acceptance of the donation. Any item purchased pursuant to a condition of a donation accepted by the City shall be the property of the City immediately upon purchase. Monetary donations shall be subject to the city policy for those types of donations. The donations policy, together with all subsequent revisions, is adopted by reference and a copy of the policy shall be on file with the City Clerk and available for public inspection. If any policy provision conflicts with this ordinance, the policy provision shall control as to administrative and executive matters and the ordinance provision shall control as to policy matters.

B. Nonmonetary Donations. Department directors and the ~~c~~City ~~a~~Administrator may approve in-kind donations supporting budgeted or planned projects, regardless of the value of the nonmonetary donation. The department accepting the donation may be required to detail all related ~~future~~ projected costs and/or obligations associated with the acceptance of the donation and submit the list of expenses to the approving authority with the donation request. The ~~c~~City ~~a~~Administrator may accept all nonmonetary donations of any other kind, regardless of value, including but not limited to equipment and goods, but may reject any nonmonetary donation for any reason. Any donated item accepted by the City shall be the property of the City. Nonmonetary donations for the purpose of park and right-of-way improvements shall be subject to city policy for those types of donations.

C. Referral to City Council; Finality. Notwithstanding the authority granted by this section, the City Administrator or the Finance Committee may refer to the City Council any decision whether to accept a donation that is otherwise within the City Administrator's or finance Committee's authority to approve. Unless referred to the City Council, a determination by the City Administrator or Finance Committee is final.

D. Recognition and Sponsorships. In response to a monetary or nonmonetary donation to support a City program or event, the Mayor may recognize a donor at the event or through the program. Recognition may include the publication of the donor's name on banners or other printed materials made for the event or program. The recognition shall identify the sponsor but will not promote or market any business, service, product, or facility. The Mayor may also execute sponsorship agreements for City special events and programs. The City Administrator shall create appropriate administrative policies and procedures for the acceptance of sponsorships.

Section 2. A new section of Chapter 3.54 SMC, "Naming Rights Donations," shall be added to the Sumner Municipal Code to read as follows:

3.54.060 NAMING RIGHTS DONATIONS

A. Authority. The City may accept monetary or non-monetary donations for the naming rights of City parks, facilities, portions of facilities or associated amenities.

B. Facilities & Parks. Donations made to the City in exchange for naming rights of a City Facility or City Park are at the sole discretion of the City Council. Nothing in this section is intended to limit the Council's authority to select the name of City Parks and Facilities.

C. Naming Other Areas; Recission of Name. The Mayor may accept monetary or non-monetary donations for the naming rights of portions of parks or facilities or associated amenities, provided that the amount is $50,000 or less. All donations of greater value shall be subject to City Council approval and any terms and conditions imposed by the City Council. City Council shall have the sole discretion to rescind all naming rights.

D. Naming Rights Agreements. Any accepted naming rights donation shall be by written agreement containing the terms and conditions applicable to the naming rights donation and approved by the City Council or Mayor, as appropriate. Acceptance by the Mayor or City Council of any naming right donation shall not suggest in any way an endorsement of the donor's goods, services, or proprietary interest.

E. Administrative Policy. The Mayor and City Administrator shall create appropriate administrative policies and procedures to accept donations for the naming of city parks, facilities, portions of facilities or associated amenities. The policy, together with all subsequent revisions, is adopted by reference and a copy shall be on file with the City Clerk and available for public inspection. If any policy provision conflicts with this ordinance, the policy provision shall control as to administrative and executive matters and the ordinance provision shall control as to policy matters.

Section 3. A new section of Chapter 3.54 SMC, "Existing Donations," shall be added to the Sumner Municipal Code to read as follows:

3.54.065 EXISTING DONATIONS

A. For the purpose of this chapter, existing donations are those donations received and/or installed prior to September 1, 2025.

B. Ownership and Maintenance. Existing donations are the property of the City. Consequently, the City has the absolute discretion over maintenance and renovation of donated items and items purchased as a condition of a donation. Existing donations are to be reasonably maintained by the City, if financially feasible, until the City deems removal and/or relocation is necessary. The City is not obligated to repair or replace any vandalized, lost, stolen, damaged or destroyed donations. Upon determining the need for removal or relocation, due to the poor or nuisance condition of the donation or otherwise, the City may destroy or relocate the item in accordance with any terms and conditions accepted by the City at the time of the donation or otherwise in the City's discretion and in accordance with any applicable laws and City policy. The City is not obligated to obtain the prior permission of or to notify the donor.

Section 4. **Implementation**. The mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 5. **Severability.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 6. **Effective date.** This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 7. **Corrections by City Clerk or Code Reviser**. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this _____day of ____________

____
Mayor Kathy Hayden

ATTEST:

____
City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

____
Andrea Marquez, City Attorney

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

CA – CONSENT AGENDA **ES** – EXECUTIVE SESSION **NB** – NEW BUSINESS
UB – UNFINISHED BUSINESS **P** – PRESENTATION **PH** – PUBLIC HEARING **PR** - PROCLAMATION

2025 All Staff Meetings / Events
- September 23rd
- December 10th (Breakfast)

OCTOBER 6 (RCM)
PR Domestic Violence Awareness Month (Moericke)
CA Resolution No. 1730 - Authorizing Petty Cash
CA Sk8 Park Contract Approval *(Jason W.)*
CA Resolution No. 1731 – Senior Center Community Development Block Grant Acceptance
NB Ordinance No. 2938 – Donations and Naming Rights
Invocation - Chris Lumsden, pastor at Gateway Chapel

OCTOBER 13 (SS)
- 2025 Comprehensive Plan Amendment (Planning Commission Recommendation)

OCTOBER 20 (RCM)
CA Heritage Park Remediation - Consultant Contract Amendment
CA Stewart Road ITS - Consultant Contract Award
CA WWTF Biosolids Equipment Modernization - Construction Management Contract Award
CA WWTF Biosolids Equipment Modernization - Design Consultant Contract Amendment
CA Tacoma Ave Overlay - Design Consultant Agreement Supplement
NB Ordinance No. XXXX - Manufactured Home Park Overlay Zoning Code Text Amendment

OCTOBER 20 (SSS)
- Utility Rates *(PW)*

OCTOBER 27 (SS)
- 2026 Ad Valorum Property Tax Rate
- Legislative Agenda

NOVEMBER 3 (RCM)
- PH 2026 Ad Valorum Property Tax Rate
- PH 2025 Comp Plan Amendments

Invocation - Taylor Ford, Calvary Community Church

NOVEMBER 10 (SS) **CANCELLED**

NOVEMBER 17 (RCM)
UB Ordinance No. XXXX - 2026 Ad Valorum Property Tax Rate
NB Ordinance No. XXXX – Utility Rates
NB Legislative Agenda

NOVEMBER 17 (SSS)
- Ordinance No. XXXX - 2025-2026 Mid-Biennial Budget Amendment
- 2025 Comprehensive Plan Amendments

NOVEMBER 24 (SS) **CANCELLED**

CA – CONSENT AGENDA **ES** – EXECUTIVE SESSION **NB** – NEW BUSINESS	
UB – UNFINISHED BUSINESS **P** – PRESENTATION **PH** – PUBLIC HEARING **PR** - PROCLAMATION	

DECEMBER 1 (RCM)
P New Councilmember Swearing-In
PH Ordinance No. XXXX - 2025-2026 Mid-Biennial Budget Amendment
NB 2025 Comprehensive Plan Amendments
NB Ordinance No. XXXX - 2026 Compensation Update

DECEMBER 8 (SCM)
UB Ordinance No. XXXX - 2025-2026 Mid-Biennial Budget Amendment

DECEMBER 15 (RCM)

DECEMBER 22 (SS)

December 18 / 19 – New Councilmember Orientation

JANUARY 5, 2026 (RCM)
P New Councilmember Swearing-In
P New Mayor Swearing-In
NB Council Committee Assignments
NB Deputy Mayor Selection

JANUARY 12 (SS)
JANUARY 20 (Tuesday) (RCM)
JANUARY 26 (SS)
FEBRUARY 2 (RCM)
FEBRUARY 9 (Joint SS w/PLANNING COMMISSION)

- Jurassic Parliament Training

Pending

MISC.	MISC.	MISC.
Ordinance – Updating Short Plat Amendment Process (Legal)	Development Fee Study	Forged Fiber LLC Franchise Agreement
Tourism (County Presentation)	Existing Operations Center	Water Cross Connection Control Code Update (Ryan J)
Ordinance Insurance Requirements (MC)	Heritage Park Right of Way Vacation	Zoning Code Text Amendment – Co-Living Housing
Sign Code Update (off premise) (Ryan W.)	Neighborhood Traffic Calming Program *(Courtney)*	Q4 Library update
Vacate Right of Way at WWTF	Cultural Arts Commission	BESS Ordinance 2.0
HS quarterly update		

OCTOBER 2025

All meeting are hybrid - for additional meeting information, please visit the agendas, minutes & videos page on our website.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4
			6:00PM **Planning Commission**		
6	7	8	9	10	11
6:00PM **Regular Council Meeting**	4:00PM **Public Works Committee**	6:00PM **Design Commission**	4:00PM **Finance Committee** 4:30PM **Forestry/Parks Commission**		
13	14	15	16	17	18
6:00PM **Study Session**		4:00PM **Public Safety**			
20	21	22	23	24	25
6:00PM **Regular Council Meeting**		4:00PM **CD Committee**	6:00PM **Cultural Arts Commission**		
27	28	29	30	31	
6:00PM **Study Session**					

Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. ***These meetings are accessible to persons with disabilities.*** *For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

City of Sumner
1104 Maple Street
Sumner, Washington 98390
Ph: (253) 299-5500
www.sumnerwa.gov