CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
October 6, 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/86937361031

Phone one-tap:
+12532158782,,86937361031# US (Tacoma)

Join via audio:
+1 253 215 8782 US (Tacoma)
+1 253 205 0468 US
Webinar ID: 869 3736 1031

CALL TO ORDER

Pledge of Allegiance

Invocation - Chris Lumsden, Gateway Chapel

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

PROCLAMATION

Domestic Violence Awareness Month

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Approval of checks and electronic payments in the amount of $1,378,868.06.
2. Resolution No. 1730 - Petty Cash
3. Sk8 Park Demolition - Construction Contract Award
4. Resolution No. 1731 - Senior Center Community Development Block Grant Acceptance
5. Approval of the meeting minutes from the September 15, 2025 regular council meeting and the September 22, 2025 study session.

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
   Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than

4:00pm on the day of the meeting. Please contact the City Clerk at 253-299-5590 with any questions.

3. **New Business**
4. **Reports**
   a. Council
   b. City Administrator
   c. Mayor
5. **Executive Session**
   To discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i) and (ii) and labor negotiations pursuant to RCW 42.30.140(4).
6. **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.

CITY OF
SUMNER
WASHINGTON

PROCLAMATION
Recognizing Domestic Violence Awareness Month

WHEREAS, domestic violence is a pervasive public safety and public health issue that impacts individuals, families, and communities across all boundaries of race, religion, economic status, and age; and

WHEREAS, on average 1 in 3 women and 1 in 4 men in the US will experience domestic violence by an intimate partner during their lifetime; and

WHEREAS, the City of Sumner is committed to ensuring the safety, dignity, and well-being of all residents through coordinated responses to domestic violence that hold offenders accountable and support survivors; and

WHEREAS, the City of Sumner Police Department, City Attorney's Office, Prosecutor's Office, and community advocacy organizations work in partnership to provide a strong, victim-centered response to domestic violence crimes; and

WHEREAS, the City of Sumner, in partnership with Our Sister's House, is the first city in the county to implement the *Danger Assessment for Law Enforcement (DA-LE)*, an assessment tool that helps identify victims of Intimate Partner Violence most at risk for homicidal violence and provide them intensive services and interventions by a specialized team; and

WHEREAS, the City of Sumner believes that our community, including every residence, should be a place of safety for all individuals.

NOW, THEREFORE, be it proclaimed that the City of Sumner once again declares October as Domestic Violence Awareness Month and encourages all citizens to actively stand against domestic violence in our community.

Dated this 6th day of October 2025.

____
Kathy Hayden, Mayor

CITY COUNCIL MEETING
DATE: October 6, 2025
AGENDA BILL: 25-645

SUBJECT: Approval of checks and electronic payments in the amount of $1,378,868.06.

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Approval Page

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:
Checks and electronic payments from the previous meeting.

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

STAFF RECOMMENDATIONS/MOTION:
Approve as presented.

CITY OF SUMNER WASHINGTON

CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	37217	To:	37316	$609,637.87
Use Tax (paid to WA State Department of Revenue)		8/15/2025	To:	8/26/2025	$2,732.46
Voided Check(s)			And:		
Voided EFT(s)		-	To:	-	$-
Voided Wire(s)		-		-	$-
AP Electronic (EFTs) Payments:	From:	1062	To:	1069	$1,096,770.93
AP Wire(s):	From:	15459	To:	15462	$9,399.80
Payroll & Benefits Electronic Payments	From:	8/22/2025	To:	9/4/2025	$938,330.57
Payroll & Benefits Checks	From:	10070	To:	10071	$11,610.00
				TOTAL	$2,668,481.63

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
9A3D6E3EBAEC4A6...

Chief Financial Officer — Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of: **$2,668,481.63**

Signed by:
Patricia Cole
1E3B614FF4684BF...

Chair — Date

Signed by:
Barbara Bitetto
74E2EC62EDD845C...

Committee Member — Date

Signed by:
Cerle Bowe
E6088B65DAAB409

Committee Member — Date

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: October 6, 2025
AGENDA BILL: 25-660

SUBJECT: Resolution No. 1730 - Petty Cash | **CATEGORY:** Consent

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

ATTACHMENTS:
1. Resolution No. 1730 - Petty Cash

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:
City staff routinely reviews the status of the change and petty cash funds. With the transition of Senior Center operations back to the City, the resolution authorizing petty cash fund amounts requires updating.

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 9/11/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Approve Resolution No. 1730 Authorizing Petty Cash

RESOLUTION NO. 1730
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE PETTY CASH AMOUNT.

WHEREAS, Ordinance No. 2331, adopted August 2, 2010, removed the Petty Cash Account from Section 3.44.230 of the Sumner Municipal Code, and

WHEREAS, Resolution No. 1303, adopted August 2, 2010, authorized the Petty Cash Account to a total of $2,100.00, and

WHEREAS, Resolution No. 1459, adopted August 1, 2016, increased the Petty Cash Account to a total of $2,175.00, and

WHEREAS, The governing body must authorize each petty cash account in the manner that local legislation is officially enacted; and

WHEREAS, various petty cash and change funds needs have changed since 2016; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The authorized amount of Petty Cash is increased from $2,175.00 to $2,475.00.

Department	Type	Current	New	Change
Cemetery	Change	$ 150.00	$ 150.00	$ -
City Hall	Change	400.00	400.00	-
City Hall	Petty Cash	500.00	500.00	-
Drug Seizure	Petty Cash	500.00	500.00	-
Metro Animal Services	Change	250.00	250.00	-
Municipal Court	Change	75.00	75.00	-
Police Department	Petty Cash	300.00	300.00	-
Senior Center	Change	-	100.00	100.00
Senior Center	Petty Cash	-	200.00	$ 200.00
Total		$ 2,175.00	$ 2,475.00	$ 300.00

Section 2. Procedures. The Administrative Services Director or Chief Financial Officer shall adopt such procedures as may be necessary or desirable to implement the provisions of this Resolution. Such procedures shall include, but not be limited to a) defining limitations on the use of petty cash accounts, and b) providing accounting and reporting procedures for operations and replenishment of the petty cash accounts.

Section 3. 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 4. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 5. Effective Date. This resolution shall take effect and be in force immediately upon passage by City Council.

ADOPTED AND APPROVED this 6th day of October, 2025.

____
Mayor Kathy Hayden

ATTEST:

____
Michelle Converse, CMC, City Clerk

APPROVED AS TO FORM:

____
City Attorney Andrea Marquez

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: October 6, 2025
AGENDA BILL: 25-639

SUBJECT: Sk8 Park Demolition - Construction Contract Award **CATEGORY:** Consent

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

ATTACHMENTS:
1. Afdem Trucking Construction Contract

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 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: Study Session
MEETING/STUDY SESSION DATE: 9/22/2025
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.

PUBLIC WORKS SMALL WORKS ROSTER CONTRACT
between City of Sumner and

Afdem Trucking & Excavating, LLC

THIS CONTRACT is made and entered into this day ________________________, by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and Afdem Trucking & Excavating, LLC organized under the laws of the State of Washington, located and doing business at 26810 120th Ave E, Graham, WA 98338, 253-405-0271, Rodney Afdem Jr. (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

Skate Park Demo (W-25-17)

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for the following items which will be furnished by the City:

N/A

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated. In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

(i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);

(ii) the American Public Works Association (APWA) (current edition);

(iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);

(iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);

(v) the American Water Works Association Standard (AWWA) (current edition), and;

(vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **30 working days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **$93,964.00, plus any applicable Washington State Sales Tax**, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458- 20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. Any payment by the City shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Retainage**.** The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.

B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY, TIMELY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

B. The Contractor's failure to complete the work within the time specified in this Contract.

C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.

E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract except those amounts authorized and satisfactorily completed prior to the termination date. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **$469.82** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the

Contract work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

For small public works projects under $2,500 inclusive of tax, the City may permit the Contractor to submit a combined Intent to Pay and Affidavit of Wages Paid form (the "Combined Form"). The Combined Form does not have a corresponding form/filing fee. Before commencing work on the Contract, the Contractor is required to request the use of the Combined Form. If the City authorizes the Contractor to utilize the Combined Form process, the Contractor shall obtain the pre-approved L&I Combined Form directly from the City. Contractor shall complete and submit the Combined Form to the City together with its final invoice at the completion of the Contract work. Upon receipt, the City will review and approve the form before causing it to be filed with L&I within thirty (30) days of receipt from the Contractor.

Irrespective of the above process, Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 <u>et seq</u>, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, <u>et seq</u>, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. The working hours for this project will be limited to Monday through Friday from 7:00 a.m. to 6:00 p.m. unless otherwise approved by the City.

XI. WORKER'S COMPENSATION. The Contractor shall maintain Workmen's Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workmen's Compensation Laws. In jurisdictions not providing complete Workmen's Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workmen's Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XV(D), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first . Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of 20% of the total consideration paid to the Contractor under this Contract and in a form acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not initiate or complete the corrective work within a reasonable time in the sole discretion of the City, the City may elect to complete the identified defect(s) and pass through any and all costs of correction to the Contractor. By signature hereon, Contractor agrees to be responsible for any and all costs expended by the City to correct identified defects in Contractor's work within the above warranty periods.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the

Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this section shall survive the expiration or termination of this Contract.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

XIII. INSURANCE. The Contractor shall, at least ten (10) days prior to the commencement of work, obtain and keep in force during the term of the Contract, insurance against claims for property damage or personal injury which may arise from or in connection with the performance of the contract work by the Contractor, their agents, representatives, employees, or subcontractors as follows:

No Limitation. Contractor’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk_insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance and Builders Risk:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

G. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request by the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. BOND. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the Pierce County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than $150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XVI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XVII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Sumner Municipal.

I. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

For contracts of $35,000 or more the Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

J. Entire Contract**.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit C.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR:	**CITY OF SUMNER:**
By:______________________________ *(signature)* Print Name:____________ Its__________________________ *(Title)* DATE:____________________________	By:______________________________ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:____________________________

	By:______________________________ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:___________________________ Attest: Approved as to form: __________________ __________________ City Clerk City Attorney DATE:___________ DATE:____________

NOTICES TO BE SENT TO: **CONTRACTOR:** Rodney Afdem Jr. Afdem Trucking & Excavating, LLC 26810 120th Ave E Graham, WA 98338 253-405-0271	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:** Robert Wright, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

Skate Park Demo - W-25-17 Bid
Open Date: 9/4/25
Afdem Trucking & Excavating

Item Name	Quantity Required	Unit	Unit Price
Site Demolition	1	Lump Sum	$ 88,964.00
Minor Change (Cost must equal $5,000)	1	Force Account	$ 5,000.00
		Total	$ 93,964.00

EXHIBIT B
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

____,
Afdem Trucking & Excavating, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

____
NAME

____
TITLE

____
DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S .C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1)

– (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-

Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have

ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par ties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S .C. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767lq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S .C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), " Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or at tempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31
U.S.C . 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY COUNCIL MEETING
DATE: October 6, 2025
AGENDA BILL: 25-669

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:
A motion to adopt Resolution No. 1731- Senior Center Community Development Block Grant Acceptance.

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

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 is not endorsed 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

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 COUNCIL MEETING
DATE: October 6, 2025
AGENDA BILL: 25-661

SUBJECT: Approval of the meeting minutes from the September 15, 2025 regular council meeting and the September 22, 2025 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - September 15, 2025 RCM
2. Minutes - September 22, 2025 SS

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

Seeking approval of the council meeting minutes from the previous two meetings.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.

CITY COUNCIL MEETING MINUTES
City Hall – 1104 Maple Street
September 15, 2025
6:00 PM

The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: Wilson, Marquez, Ruth, Moericke, Palmer, Steffens, Beagle, Kosa, Wright and Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

CALL TO ORDER

Pledge of Allegiance
Invocation – David Barnes
Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

PRESENTATION

City Administrator Jason Wilson introduced Puget Sound Regional Council Executive Director Josh Brown, Mr. Brown presented the Vision 2050 Award to the City for the White River Restoration project. Development Services Director Doug Beagle, Assistant Engineering Manager Robby Wright and City Attorney Andrea Marquez accepted the award on the City's behalf as the project's core team.

PROCLAMATION

Engineering Specialist Robby Wright read the Stormwater Awareness Week proclamation into the record. He then introduced two students from the Sumner High School FCCLA program. Their group participated in a national competition and placed 15th.

CONSENT AGENDA

MOVED BY BOWMAN SECONDED BY BITETTO TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of the checks and electronic payments in the amount of $8,540,569.71
2. Approval of the meeting minutes from the August 18th regular council meeting and the August 25th and September 8th study sessions.
3. Heritage Park Remediation - Consultant Contract Amendment
4. Hops Alley Temporary Construction Easement - Nicholson's Pharmacy
5. Operations Facility - Security and Access Control Contract Award
6. Fryar Avenue Trail Partial Land Acquisition- K & E Investments

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment

Nick Biermann, 5802 Parker Road East
Randall Adams, 15013 63rd Street Court East
Amanda Henderson, Sumner, WA
Casey Henderson, Sumer, WA

3. New Business

a. **Sumner – BrightNight (Gree) Easement**

COUNCILMEMBER ELFERS MOVED TO APPROVE THE BRIGHTNGHT (GREE) EASEMENT WITH THE CITY OF SUMNER.

Deputy City Attorney Doug Ruth addressed the Council.

The following members of the public commented on this item: Mr. Melin (Brightnight), Nick Biermann, Diana Behrens,

There was a lengthy question and answer period between staff and Councilmembers (Bitetto, Bowman, Elfers, Reinke and Kenna), and Brightnight staff.

PASSED BY ROLL CALL VOTE.

b. **Ordinance No. 2927 – Funding Sumner's Transportation Benefit District**

DEPUTY MAYOR BOWMAN MOVED TO APPROVE ORDINANCE NO. 2927– FUNDING SUMNER'S TRANSPORTATION BENEFIT DISTRICT. SECONDED BY COUNCILMEMBER KENNA.

Communications Director Carmen Palmer spoke to the topic.

The following members of the public commented on this item:

Randall Adams, 15013 63rd Street Court East

Councilmember Kenna, Reinke, Bitetto, Elfers, and Cole all commented.

PASSED BY ROLL CALL VOTE

3. Reports

a. **Council**

Councilmember Kenna reminded everyone to be mindful of students walking and biking to and from school.

Deputy Mayor Bowman highlighted the Mother 2 Many youth outreach program and shared ways the public can support their efforts.

Councilmember Clerget had no report this evening.

Councilmember Cole had no report this evening.

Councilmember Elfers had no report this evening.

Councilmember Bitetto noted two items 1) The upcoming 10-year anniversary of the YMCA; and 2) A reminder for the public to be mindful not only of students traveling to and from school, but also of safety at railroad crossings.

Councilmember Reinke attended the Titus – Will grand opening. This will be a good benefit to the City. He also attended the YMCA grand opening, he recognized Councilmember Bitetto and audience members of the Pederson family who along with many others were instrumental in bringing the organization to Sumner. He ended his comments by announcing a few upcoming events.

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b. **<u>City Administrator</u>**

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

September 22, 2025 – Study Session

- Donation/Memorial Policy
- Sk8 Park Demolition
- Library Update and Lease Agreement Extension

September 29, 2025 – 5th Monday, No Meeting

October 6, 2025 – Regular Council Meeting

- Proclamation Domestic Violence Awareness Month
- Resolution No. 1730 - Authorizing Petty Cash
- Sk8 Park Demolition Contract Approval

Commission Updates:

Last week the Planning Commission held four public hearings related to the 2025 Comprehensive Plan Amendments. The Planning Commission will continue their review of the proposed amendments and make a recommendation in October. Council is scheduled to begin reviewing the proposals in mid-October.

Miscellaneous:

- Over the past week the City experienced challenges with our utility billing software's ability to accept credit cards and process auto payments. The system is back up and autopayments were processed. The issue occurred due to work associated with an impending credit card processor upgrade that is scheduled in a few weeks. We apologize for the inconvenience.
- On October 1st, the City will provide the Ryan heirs and descendants with the opportunity to review and collect any items that were salvaged from the Ryan House. More information about the process can be found on our website.

c. **<u>Mayor</u>**

Mayor Hayden spoke about two upcoming events – the Open House on September 30th and Come Walk with Me on October 4th. The Come Walk with Me will begin and end at the Old Cannery Warehouse, along Main Street to Sunset Stadium.

This continues to be one of the area's largest walks to support breast cancer services. The event started in Sumner and remains in Sumner. It's not too late to sign up a team, by going to their website. With an event this big, traffic will be affected and a map showing road closures will be on the website as the date draws nearer.

4. Executive Session

There was no Executive Session tonight.

5. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:22pm. Councilmembers concurred.

ATTEST:

____
Michelle Converse, CMC, City Clerk

____
Kathy Hayden, Mayor

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

Staff present: Wilson, Marquez, Ruth, Barry, Kosa, Steffens and McCurdy

Councilmembers present: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

THE MEETING WAS CALLED TO ORDER AT 6:00PM BY DEPUTY MAYOR BOWMAN. MAYOR HAYDEN WAS ABSENT

STUDY SESSION BUSINESS

1. Library Update and Lease Extension
   City Administrator Jason Wilson and PC Library Executive Director Gretchen Casseroti

2. Sk8 Park Demolition
   City Administrator Jason Wilson

3. Resolution No. 1731 – Senior Center Development Block Grant Acceptance
   Community Services Director Derek Barry

4. Ordinance No. 2938 – Donation, Naming Rights & Sponsorship
   Deputy City Attorney Doug Ruth

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

ADJOURNMENT

The meeting was adjournment at 7:00pm.

____
Michelle Converse, City Clerk

Attest:

____
Carla Bowman, Deputy Mayor