

**FINANCE  
COMMITTEE**  
**December 12, 2023**  
**5:00 p.m.**



[www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

Council Committees are primarily concerned with legislative/policy matters. They formulate and convey recommendations to the full council for action (BLMC 2.04.090).

**AGENDA**

---

---

The public is invited to attend Finance Committee Meetings in person, via conference call or over the internet. The information for attending is provided below.

Finance Committee Meetings attendance options:

In-Person: Bonney Lake Justice & Municipal Center, 9002 Main ST E, Ste 200, Bonney Lake

By phone: 408-419-1715 (Meeting ID: 172 644 904)

By internet: Chrome- <https://bluejeans.com/172644904?src=calendarLink>

**A. CALL TO ORDER – Deputy Mayor Terry Carter, Chair**

**B. ROLL CALL:** Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Tom Watson.

p.3 **C. APPROVAL OF MINUTES: November 28, 2023**

**D. DEPARTMENT REPORTS/PRESENTATIONS:**

1. Personnel Update

**E. DISCUSSION/ACTION ITEMS:**

p.5 1. **Discussion** – Opioid Settlement Funds and Pierce County Human Services

p.21 2. **AB23-156 – Resolution 3192** – An Agreement with Pierce County for City of Bonney Lake to Provide Senior Services Reimbursable Up to \$22,758 Per Year for the Years 2024-2025

**F. OPEN COMMITTEE DISCUSSION:**

**G. PUBLIC COMMENTS:**

*Public comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your screen name, and phone number (for callers) either by email to [lambersonb@cobl.us](mailto:lambersonb@cobl.us) or by phone at 253-447-4356. Virtual and call in registrations need to be received by 4:00 p.m. the day of the meeting. During the meeting, your name will be called when it is your turn. Your microphone will be activated, and you will be able to comment. Those physically appearing at the Finance Committee meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.*

## **H. ADJOURNMENT**

**FINANCE COMMITTEE**

**November 28, 2023  
5:00 P.M.**

**DRAFT MINUTES**



[www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

---

**Location:** Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

Audio starts at:  
05:00:00

- A. CALL TO ORDER** – Deputy Mayor Terry Carter, Chair, called the meeting to order at 5:00 p.m.
- B. ROLL CALL:** Deputy Mayor Terry Carter, Councilmember Justin Evans, and Councilmember Tom Watson.

Staff members in attendance at the physical location were Administrative Services Director Chuck McEwen, Human Resources Manager Brian Sandler, Customer Service Manager Stephanie Tonellato, Maintenance Worker I Austyn Young, Administrative Assistant III Carol Paul, and Administrative Assistant III Brandy Lamberson.

Staff members in attendance virtually Chief Financial Officer Cherie Reiersen, and Finance & Payroll Accountant Patti McCane.

Audio starts at:  
05:00:00

- C. APPROVAL OF MINUTES:**

**Minutes from the November 14, 2023, Finance Committee Meeting were approved.**

- D. DEPARTMENT REPORTS/PRESENTATIONS:**

Audio starts at:  
05:00:00

1. Personnel Update – Human Resources Manager Brian Sandler  
Human Resources Manager Sandler presented Personnel Update.

- E. DISCUSSION/ACTION ITEMS:**

Audio starts at:  
05:02:00

1. **AB23-151 – Ordinance D23-151** – 2024 COLA and Benefit Changes for Non-Represented Employees – City Administrator John Vodopich

City Administrator Vodopich presented 2024 COLA and Benefit Changes for Non-Represented Employees. Presented proposed COLA increase, increase in salary ranges, and reclassification titles of several positions.

**The Committee agreed to forward to Full Council.**

- F. OPEN COMMITTEE DISCUSSION: NONE**

**G. PUBLIC COMMENTS: NONE** *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city's YouTube channel and an audio recording to the state digital archives if needing a complete review of comments.*

**H. ADJOURNMENT**

**Deputy Mayor Carter adjourned the meeting at 5:05pm.**

*Brandy Lamberson*

---

Brandy Lamberson, Finance Committee Clerk

---

## **Opioid Settlement Approved Uses and Pierce County BH Funding Priorities**

Pierce County is estimated to receive approximately \$29 million in funding from multiple opioid settlement distributions over the next 17 years. These funds are results of settlements from opioid manufacturers and distributors who utilized misleading marketing and falsely portrayed opioids as a nonaddictive pain management solution. In Pierce County, 11 local governments and the county will be allotted funds.

### **Opioid Settlement Fund Approved Uses**

1. **Substance Use Disorder Treatment:** Outpatient, detox, residential/inpatient, medication assisted treatment, school-based services, special services for the justice involved.
2. **Treatment Supports:** Case management, transportation, peer supports, supported employment.
3. **Housing:** Clean and sober housing, post-treatment stabilization, other housing supports.
4. **Prevention Messaging:** Education, awareness, prevention messaging.
5. **Prevention Communication:** Distribution and training around Naloxone and similar medications, support screening for fentanyl, other overdose prevention efforts.
6. **Other uses:** Training, leadership efforts, research on opioid abatement.

### **Pierce County Substance Use Disorder Funding Priorities**

The following draft priorities are a subset of allowable uses as described above and are based on the Pierce County Behavioral Health Improvement Plan, State Opioid and Overdose Response Plan, and recommendations from the Pierce County Opioid Task Force. When refining our priorities, we will also consider what services are already covered by Medicaid or other payers. For example, most withdrawal management, residential, and outpatient SUD services are covered by Medicaid or state funding. Additional funds could support the services and costs that Medicaid do not cover. Providers may also require assistance starting up or expanding programs prior to being able to bill Medicaid.

1. **Treatment:**
  - a. Support for cross-agency collaborations to increase services to smaller communities
  - b. A withdrawal management and diversion center to reduce incarceration and inappropriate usage of crisis facilities
  - c. A step-down facility for those individuals exiting inpatient SUD treatment
2. **Treatment Supports:**
  - a. Mobile medical/behavioral health vans
  - b. Transportation services for community-based assessments and treatment
3. **Housing:**
  - a. Emergency housing, supportive services, harm reduction, and treatment for people experiencing homelessness who are experiencing behavioral health concerns

4. **Prevention Messaging and Prevention Communication:**
  - a. Increase accurate information and education about naloxone and buprenorphine
  - b. Increase access to life-saving treatments in the community
5. **Other Uses:**
  - a. Support Medical Examiner's office Pathologist FTE
  - b. Utilize administrative funds to support research on successful opioid use interventions and to collect and analyze provider performance data
  - c. Fund a Social Service Program specialist to ensure contract requirements are met

### **Proposed Timeline**

#### **October 2023-December 2023**

1. Solicit partnerships with jurisdictions interested in joining Pierce County Human Services settlement distribution process.
2. Develop a Behavioral Health Advisory Board (BHAB) subcommittee to include partner jurisdiction representation.
3. Work with internal and external partners to develop the NOFA.
4. Continue to work with Managed Care Organizations and Washington State Healthcare Authority to leverage Medicaid for programs developed with these funds.
5. Refine funding priorities to include performance targets.

#### **December 2023-February 2024**

1. Recruit and hire staff person.
2. Recruit panel to review responses to NOFA (include reps from each interested jurisdiction).
3. Develop scoring tool for NOFA responses.

#### **February 2024**

1. Release NOFA.
2. Train NOFA review panel.
3. Provide updates to PCOAC and BHAB.

#### **March 2024-April 2024**

1. Review, score, and propose funding awards.
2. Present recommendations to BHAB and PCOAC; Human Services Director will approve.
3. Send out award letters.
4. Start drafting contracts.

#### **May-June 2024**

1. Aim to have contracts negotiated and written.
2. Attend annual PCOAC meeting.

#### **July 1, 2024**

1. Contracts begin – first round of funding will be for 1-year contracts.

# Opioid Settlement Funds

Dena M.P. Burke, Deputy City Attorney-Prosecutor

burked@cobl.us; (253) 447-3288

# Background

- Two Settlements
- One Washington MOU established the framework for distributing and sharing the settlement proceeds
- Bonney Lake received 0.119% of settlement after attorney's fees and other costs
- Pierce County Opioid Abatement Council (PCOAC) will ensure compliance with Settlement Agreements





# Allocation of Settlement Funds

- To determine the allocation to a county, the formula utilized:
- (1) the amount of opioids shipped to the county;
- (2) the number of opioid deaths that occurred in that county; and
- (3) the number of people who suffer opioid use disorder in that county.



# Allocation Regions

- 9 Allocation Regions based on the Washington State Accountable Community of Health Regions
- Each Allocation Region will have its own Regional Agreement, which will govern allocation, management, and distribution of funds within that Allocation Region.
- Bonney Lake is located in the Pierce Region





# Pierce County Opioid Abatement Council

- PCOAC will ensure compliance with Settlement Agreements
- The PCOAC will be composed of representatives from cities in Pierce County
  - One Primary and Alternate representative from Bonney Lake to the PCOAC
- Review of expenditures and ensure compliance with use of funds

# Payment Amounts & Timing

- First Settlement – payments have already started
- Second Settlement – payments have not yet started
  - Exact amounts not fully known as attorney's fees still need to be fully established
  - Should be similar to first settlement



# Payments Received

Row	Beneficiary Name	State	Payment Type	Base
1.	Bonney Lake City	Washington	Distributor Payment 1	\$6,335.53
2.	Bonney Lake City	Washington	Distributor Payment 2	\$6,658.32
3.	Bonney Lake City	Washington	Distributor Payment 3	\$6,658.32

- Approx. \$19k received
- 10% should be set aside for admin/PCOAC costs

# Projected Payments

1.	Distributor Projected Payment 4 (July, 2024)	\$12,235.58
2.	Distributor Projected Payment 5 (July, 2025)	\$12,235.58
3.	Distributor Projected Payment 6 (July, 2026)	\$12,235.58
4.	Distributor Projected Payment 7 (July, 2027)	\$12,235.58
5.	Distributor Projected Payment 8 (July, 2028)	\$16,524.58
6.	Distributor Projected Payment 9 (July, 2029)	\$16,930.02
7.	Distributor Projected Payment 10 (July, 2030)	\$16,930.02
8.	Distributor Projected Payment 11 (July, 2031)	\$14,231.39
9.	Distributor Projected Payment 12 (July, 2032)	\$14,231.39
10.	Distributor Projected Payment 13 (July, 2033)	\$14,231.39
11.	Distributor Projected Payment 14 (July, 2034)	\$14,231.39
12.	Distributor Projected Payment 15 (July, 2035)	\$14,231.39
13.	Distributor Projected Payment 16 (July, 2036)	\$14,231.39
14.	Distributor Projected Payment 17 (July, 2037)	\$14,231.39
15.	Distributor Projected Payment 18 (July, 2038)	\$14,231.39

# How Can Funds Be Used

## 1. Treatment

- Support People in Treatment and Recovery, Connect People to Services, etc.

## 2. Prevention

- Prevent Over Prescribing, Prevent Misuse of Opioids, Prevent Overdose Deaths, etc.

## 3. Other Strategies

- Training, Education, etc.

# Hurdles to Treatment & Recovery in Bonney Lake

- Cost of Evaluation
- Cost of Treatment
- Transportation





# Request for Proposals

- August 2023 the City issued an RFP for proposals to utilize the City's settlement funds to provide transportation or treatment within Bonney Lake
- The City received zero responses



# Staff Recommendation

- Pool funds with Pierce County and other local cities.
  - Funds Bonney Lake receives are too small to be of interest to a company or organization to utilize
  - Partner with Pierce County Human Services
  - Partnering enables funds to be joined together to help
  - Bonney Lake representative selected by Council would be on the board to vote to decide how funds are utilized

# Questions

*THIS PAGE INTENTIONALLY LEFT BLANK*

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Administrative Services / Chuck McEwen	<b>Meeting/Workshop Date:</b> 12 December 2023	<b>Agenda Bill Number:</b> AB23-156
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution/Motion Number:</b> 3192	<b>Sponsor:</b>

**Agenda Subject:** An Agreement with Pierce County for City of Bonney Lake to provide Senior Services reimbursable up to \$22,758 per year for the years 2024-2025

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Reimbursement Contract With Pierce County For Senior Services Rendered By The City Up To A Total Of \$45,516 During Calendar Years 2024-2025.

**Administrative Recommendation:** Approve.

**Background Summary:** Pierce County Department of Human Services issued an RFP for entities willing to provide senior services within Pierce County. The RFP limits reimbursable expenses to such things as salaries, contracted professional services, general office and operating supplies, communications, rent, insurance and public utilities expenses. As a long-time provider of senior services the Bonney Lake Senior Services Division submitted a response to the RFP. Pierce County has awarded the City \$22,758 for each of the next two years for reimbursement of salaries. The Senior Center used the previous grants in 2020-2021 & 2022-2023 to transfer one of the existing Senior Aides to the position of Senior Center (Services) Assistant and to provide a designated backup to Senior Services Manager Sue Hilberg and to also add an extra-hire position to assist with programming, new classes and outreach at the Senior Center. The Senior Center proposed to continue this in 2024-2025.

**Attachments:** Resolution 3192, Contract, and Memo.

<b>BUDGET INFORMATION</b>				
Budget Amount	Current Balance	Required Expenditure	Budget Balance \$22,758	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other
<b>Budget Explanation:</b>				

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>				
<b>Council Committee Review:</b>	Finance Committee	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>
	Date: 12 December 2023	Chair/Councilmember Terry Carter	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>
	Forward to: Full Council	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): Dec 12 <sup>th</sup> 2023	Tabled to Date:

<b>APPROVALS</b>			
<b>Director:</b> <i>Chuck McEwen</i>	<b>Mayor:</b> <i>Michael McCullough</i>	<b>Date Reviewed by City Attorney:</b>	Dec 6 <sup>th</sup> 2023

(if applicable)

**RESOLUTION NO. 3192**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A REIMBURSEMENT CONTRACT WITH PIERCE COUNTY FOR SENIOR SERVICES RENDERED BY THE CITY OF BONNEY LAKE UP TO A TOTAL OF \$45,516 DURING THE CALENDAR YEARS 2024-2025.**

**WHEREAS**, the City of Bonney lake has responded to a request for Proposals for the provision of senior services; and

**WHEREAS**, the City of Bonney Lake is a long-time provider of senior services through its Senior Center and Senior Services Programs; and

**WHEREAS**, Pierce County has issued a contract to the City of Bonney Lake to reimburse up to \$22,758 per year in salaries for Calendar years 2024-2025;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Authorization of Contract.** The Mayor is authorized to sign the contract with Pierce County for the reimbursement of senior center salaries in the amount of \$22,758 per year for the calendar years of 2024 & 2025 substantially in the form attached to this resolution.

**Passed** by the City Council this 12th day of December 2023.

---

Michael McCullough, Mayor

AUTHENTICATED:

---

Sadie A. Schaneman, CMC, City Clerk



Pierce County

### CLIENT SERVICE AGREEMENT FOR SENIOR CENTER SERVICES

<b>Title:</b>	City of Bonney Lake, d.b.a. Bonney Lake Senior Center	<b>Contract Number:</b>	SC-
<b>Start Date:</b>	January 1, 2024	<b>End Date:</b>	December 31, 2025
<b>Fiscal Year:</b>	24/25		

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

<b>INITIAL CONTRACT FUNDING NOT TO EXCEED:</b>	\$			
<b>Total Amount Per Fund Source</b> – Fund sources are broken down and identified due to spending restrictions on each one.	<b>County General Funds</b>	N/A	N/A	N/A
	\$45,516	\$0	\$0	\$0

<b>Contractor:</b>	City of Bonney Lake, d.b.a. Bonney Lake Senior Center		
<b>Mailing Address:</b>	9002 Main St E, Box 10, Bonney Lake, WA 98391		
<b>Contact Name:</b>	Sue Hilberg	<b>Title:</b>	Senior Center Manager
<b>Phone:</b>	253-447-4327	<b>Email:</b>	hilbergs@cobl.us
<b>Contract Signer:</b>	Chuck McEwen, Admin Services Director	<b>Email:</b>	mcewenc@ci.bonney-lake.wa.us
<b>Agency UBI:</b>	277-000-893		

#### Aging & Disability Resources Contract Team

<b>Contract Owner:</b>	<b>Shannon McKinney</b>	<b>Email:</b>	<a href="mailto:Shannon.McKinney@piercecountywa.gov">Shannon.McKinney@piercecountywa.gov</a>
<b>Program Contact:</b>	<b>Nellis Kim</b>	<b>Email:</b>	<a href="mailto:Nellis.Kim@piercecountywa.gov">Nellis.Kim@piercecountywa.gov</a>
<b>Fiscal Contact:</b>	<b>Shawna Brashears</b>	<b>Email:</b>	<a href="mailto:Shawna.Brashears@piercecountywa.gov">Shawna.Brashears@piercecountywa.gov</a>

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

#### EXHIBITS AND ATTACHMENTS

A: Statement of Work	D: General Terms and Conditions
B: Compensation and Financial Requirements	E: Insurance Requirements
C: Special Terms and Conditions	F: Senior Center Participant Survey

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.

<b>Contractor Signature</b>	<b>Printed Name and Title</b>	<b>Date</b>
<b>Approved As to Form Only by Deputy Prosecuting Attorney</b>	<b>Date</b>	<b>Gary Robinson, Finance Director</b>
		<b>Date</b>
<b>Heather Moss, Human Services Director</b>	<b>Date</b>	<b>Bruce Dammeier, County Executive (over \$250k)</b>
		<b>Date</b>



## EXHIBIT A – STATEMENT OF WORK

---

**City of Bonney Lake, d.b.a. Bonney Lake Senior Center** hereinafter referred to as the “Contractor” has been awarded an Agreement by Pierce County, hereinafter referred to as the “County”, reflected by the **Total Contract Funding** set forth herein on page one (1) of this Agreement. The Contractor shall use this funding to implement the Agreement requirements set forth below.

### 1. DEFINITIONS

For purposes of this Agreement, the term:

- 1.1. “Agreement” or “Contract” means this document and all Exhibits and other documents incorporated by reference, containing all terms and conditions agreed upon by the parties.
- 1.2. “CFR” means Code of Federal Regulations.
- 1.3. “Client” means an individual who receives services, or is eligible to receive services, under this Agreement.
- 1.4. “RCW” means Revised Code of Washington.
- 1.5. “WAC” means Washington Administrative Code.

### 2. BACKGROUND AND PURPOSE

#### 2.1. Senior Center Services

- 2.1.1. Funding is provided pursuant to Chapter 2.49.070 of the Pierce County Code to support senior centers within Pierce County that demonstrate the ability to consistently deliver high quality, cost-effective programs that improve the health, well-being, and independence of vulnerable populations. High quality programs are those that:
  - 2.1.1.1. Respond to the needs and interests of a diverse population of older adults from different cultural, generational and socioeconomic backgrounds, and with increasingly complex social and physical needs;
  - 2.1.1.2. Offer and encourage participation in evidence-based programs;
  - 2.1.1.3. Employ strategies to increase participation from older adults who do not regularly attend senior centers including, but not limited to, those who do not have access to a senior center in their neighborhood; and those whose language and culture may present a challenge to participation;
  - 2.1.1.4. Build upon neighborhood strengths and community assets;
  - 2.1.1.5. Develop partnerships that leverage and fully utilize existing resources, and which are supported by diverse and sustainable funding streams; and
  - 2.1.1.6. Hire and retain quality staff and provide opportunities to develop local leaders/volunteers to support the center and the community.

### 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. CONTRACTOR RESPONSIBILITIES

- 4.1. Service Delivery
  - 4.1.1. The Contractor must operate both scheduled and drop-in activities for seniors a minimum of three (3) days per week, five (5) hours per day.

- 4.1.2. The Contractor must regularly engage in community outreach to inform Pierce County residents of the services available at the senior center. Outreach consists of activities that locate and recruit older adults living in the community who do not regularly participate in senior center programs. Outreach examples include flyers, newsletters, social media campaigns, participation in community events, presentations, and one-on-one informational sessions. Outreach must be designed to reach the target populations for senior center services as described in section 4.2.
- 4.1.3. The Contractor's senior center services must include a minimum of three (3) of the following service components each week, either directly or in partnership with another agency or program.
  - 4.1.3.1. Health Promotion, Wellness, and Fitness: Educate, support, and provide opportunities for people to make choices that improve health, well-being, and fitness. Examples include health screening (blood pressure, blood glucose checks), health education, evidence-based exercise classes designed for older adults, foot care, and training to self-manage chronic conditions.
  - 4.1.3.2. Food and Nutrition: Provide access to food and/or nutrition education to address food security and promote healthy eating/nutrition. Examples include congregate meals, home delivered meals, nutrition education/counseling, cooking classes, community kitchens, and food banks.
  - 4.1.3.3. Education, Recreation, Socialization, and Personal Growth: Scheduled activities or opportunities led by paid staff or volunteers that are designed to build relationships among clients, teach new skills, and/or enhance and use participants' skills. Examples include guest lecturers, cultural activities, computer classes, card and board games, crafts, dances, classes/workshops, trips/excursions, volunteer programs, and leadership development programs.
  - 4.1.3.4. Social Services: Social service assistance provided by a qualified staff member or volunteer, or in partnership with other community-based organizations. Examples include but are not limited to providing information to help clients access services; providing information on public benefits programs (food stamps, Medicare, Supplemental Security Income, energy assistance); helping clients fill out insurance, benefit, or entitlement eligibility forms and applications; and connecting clients to resources.
- 4.1.4. The Contractor will furnish general information and referral services to older adults that enable them to access community-based support services.
- 4.1.5. The Contractor will engage in cooperative planning with other aging services providers in order to enhance the type and range of services available to the population it serves.
- 4.1.6. The Contractor agrees to provide services in accordance with the National Institute of Senior Centers' (NISC) National Senior Center Standards ([The National Institute of Senior Centers \(ncoa.org\)](http://www.ncoa.org)).
- 4.1.7. The Contractor must have either a Board of Directors or a senior center-specific Advisory Board/Council that meets regularly for the purpose of providing community and participant input into center operations, including program planning and design, service delivery and evaluation, and outreach and marketing.

- 4.1.8. The Contractor must maintain an electronic system for tracking and reporting unduplicated senior center participants and activities on a twice-yearly basis or upon request from PCHS.

#### 4.2. Population Served / Eligibility

- 4.2.1. Senior center services and senior center outreach must be directed to the target population which includes persons ages fifty-five (55) and older, and including those who are:
  - 4.2.1.1. Members of racial or ethnic minority groups;
  - 4.2.1.2. Lesbian, gay, bisexual, and transgender older adults;
  - 4.2.1.3. Older adults living with HIV or AIDS;
  - 4.2.1.4. Low-income;
  - 4.2.1.5. Primarily communicating in languages other than English; and
  - 4.2.1.6. Frail, vulnerable older adults who may be living with a disability or chronic condition.

### 5. PERFORMANCE METRICS

- 5.1. The Contractor shall provide the following performance measure(s):
  - 5.1.1. By September 30, 2024, the Contractor will complete the NISC *Building Excellence Senior Center Self-Assessment*. Free affiliate members of NISC can obtain the self-assessment toolkit from NISC. Copies of the Contractor's completed self-assessment worksheets for each standard must be submitted to PCHS no later than December 31, 2024.
    - 5.1.1.1. Outcomes: Contractor will evaluate compliance with the NISC National Senior Center Standards as required by 23-001-ADR-RFP and this agreement.
    - 5.1.1.2. Outputs: Contractor and PCHS will utilize the results of the self-assessment to develop performance improvement plans that will help to align Contractor performance with NISC Standards.
  - 5.1.2. By July 31<sup>st</sup> of each year the Contractor must administer and provide the results of the annual Senior Center Client Satisfaction Survey and a mid-year report to PCHS. Content of the mid-year report will be provided to the Contractor by PCHS staff by July 1<sup>st</sup> of each year.
    - 5.1.2.1. Outcomes: Senior Centers will have direct client input that will be used to develop or modify services that meet the needs and interests of participants. Output: Eighty (80) percent or more of Satisfaction Survey respondents will give "Strongly Agree" or "Agree" ratings on the following measures:
      - 5.1.2.1.1. Staff is friendly and courteous
      - 5.1.2.1.2. Staff has knowledge of services in the community
      - 5.1.2.1.3. Satisfaction with exercise, fitness and health education classes
      - 5.1.2.1.4. Satisfaction with recreational, social, and educational classes
      - 5.1.2.1.5. Provision of information about community-based resources
      - 5.1.2.1.6. Access to nutrition support services

## 6. MONITORING/COMPLIANCE

- 6.1. The County, or any duly authorized state or federal representatives, may conduct announced and unannounced monitoring of the Agreement and program services. Monitoring may include, but is not limited to:
  - 6.1.1. Reviews of invoices and backup documentation.
  - 6.1.2. Reviews of compliance with background checks, licensing and certification requirements and other terms of this Agreement.
  - 6.1.3. Reviews of records related to the performance of this Agreement, including personnel and other records, policies, procedures, or service delivery data.
  - 6.1.4. Reviews regarding the quality, appropriateness and timeliness of services provided under this Agreement.
  - 6.1.5. Inspections and/or audits of financial records, computers, or electronic systems of the Contractor and of any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract per Section 1903(m)(A)(iv) of the Social Security Act.
  - 6.1.6. On-site inspections of any and all contractor and subcontractor locations.
- 6.2. The Contractor shall notify the County when an entity (state/federal/other local) other than the County performs an audit or monitoring described under this section related to any activity contained in this Agreement. The County reserves the right to request/review copies of the results of any review performed.
- 6.3. All performance measures, reviews, and monitoring conducted by the County shall meet the specific program guidelines, standards and/or regulations as determined by funding requirements. For performance measures, reviews, and monitoring that fail to meet compliance, the Subrecipient will be subject to a Corrective Action Plan (CAP).
- 6.4. Use of County Logo for Marketing
  - 6.4.1. The Contractor shall include the County logo, in a design pre-approved by the County, in all bid solicitations, flyers, posters, and other outreach or marketing materials related to the services provided under this Agreement.
    - 6.4.1.1. The above-referenced materials shall also include a written acknowledgement of County funding, which may be provided in a statement similar to the following:  
“These services are supported by funding from Pierce County through its Human Services Department.”
  - 6.4.2. The Contractor may contact the County contacts listed on page 1 of this Agreement to obtain an image file of the County logo.
- 6.5. Compliance with Laws and Regulations
  - 6.5.1. Contractor shall provide services in compliance with:
    - 6.5.1.1. All applicable Federal and State regulations, Washington Administrative Code (WAC), Revised Code of Washington (RCW), and the Pierce County Code.
    - 6.5.1.2. ADR policies, procedures, or additional program requirements, which may be developed for ongoing program management.
    - 6.5.1.3. The NISC National Senior Center Standards.

6.5.1.4. Other applicable state, county, and federal laws and regulations, administrative policies, or any successors.

6.6. General Compliance

6.6.1. Incorporated by reference are the administrative, programmatic, and contract conditions contained within the Pierce County Senior Center Services Request for Proposal (RFP) as issued June 20, 2023; the Contractor’s proposal as submitted; and annual budgets as approved by ADR.

**7. REPORTING/DELIVERABLES**

7.1. The Contractor is responsible for submitting all deliverables in a timely manner. Deliverables shall be submitted in the format that is identified or provided by the County. Deliverables include:

7.1.1. The Contractor shall provide to the County complete and accurate client demographic and service data and supporting documentation requested in accordance with the Calendar of Contract Deliverables, and when requested by the County.

7.1.1.1. The Contractor shall increase the number of clients participating in Senior Center Services in accordance with the projected Population Demographics report provided in response to the Senior Center Services RFP 23-001-ADR-RFP.

7.1.2. By January 31st of each year, the Contractor must provide an annual Senior Center Report that, at a minimum, includes the following information based upon senior center services provided during the previous calendar year:

7.1.2.1. Total number of unduplicated persons served.

7.1.2.2. Number of unduplicated persons who were at or below Federal Poverty Level served;

7.1.2.3. The number and type of services provided;

7.1.2.4. Significant accomplishments;

7.1.2.5. Summary of program evaluation activities;

7.1.2.6. Staffing and organizational changes, if any; and

7.1.2.7. A comprehensive list of fund sources that were used to support senior center operations, and the amount of funding received from each source.

7.1.3. The Pierce County Council or PCHS may request information from the Contractor at any time.

**8. CALENDAR OF CONTRACT DELIVERABLES:**

Due Date	Deliverable
December 31, 2024	The Contractor will complete the NISC <i>Building Excellence Senior Center Self-Assessment</i> and provide copies of the completed self-assessment worksheets for each standard to PCHS.
Within one business day	Notification of any accidents, incidents, and reports made of suspected abandonment, abuse, financial exploitation, or neglect of a vulnerable adult.

By July 31 <sup>st</sup> of each year	Results of the annual Senior Center Services Evaluation Survey
By July 31 <sup>st</sup> of each year	Mid-year senior center program report
By January 31 <sup>st</sup> of each year	Annual senior center program report
November 30 <sup>th</sup> of each year	Senior center budget for the subsequent calendar year
Immediately	<ul style="list-style-type: none"> <li>• Change of address</li> <li>• Change of ownership</li> <li>• Change in management/leadership positions within the organization</li> </ul>
At least once per contract cycle.	Independent financial audit, or an independent financial review conducted by a licensed, independent Certified Public Accountant. Contractor must provide PCHS with a copy of the audit/review report including comments on findings and recommendations in the report, and a plan for corrective action if needed.

**9. COUNTY RESPONSIBILITIES**

- 9.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:
- 9.1.1. Provide required forms for any reports the Contractor is required to submit to the County under this Agreement, if applicable.
  - 9.1.2. Provide technical assistance on program-related matters.
  - 9.1.3. Communicate requests from Pierce County Council to the Contractor.

**10. CORRECTIVE ACTIONS**

- 10.1. If the Contractor defaults as defined in the Termination for Default section of the General Terms and Conditions, or is at risk of default, the County may, at its own discretion, require the Contractor to develop and execute a corrective action plan (CAP), which must be submitted for approval to the County within 30 calendar days of notification. CAPs may require modification of policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
- 10.1.1. CAPs must include:
    - 10.1.1.1. A brief description of the situation requiring corrective action.
    - 10.1.1.2. The specific actions to be taken to remedy the situation.
    - 10.1.1.3. A timetable for completion of the actions.
    - 10.1.1.4. Identification of individuals responsible for implementation of the plan.
  - 10.1.2. Corrective action plans are subject to approval by the County, which may:

- 10.1.2.1. Accept the plan as submitted.
- 10.1.2.2. Accept the plan with specified modifications.
- 10.1.2.3. Request a modified plan.
- 10.1.2.4. Reject the plan.

## EXHIBIT B: COMPENSATION AND FINANCIAL REQUIREMENTS

---

### 1. COMPENSATION

- 1.1. The County shall provide funding for satisfactory performance of the services as set forth in the Statement of Work in this Agreement, at the rates and in the amounts agreed upon in this Agreement. The Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds from contractual Agreements between Pierce County and state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Contractor per section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification.
  - 1.2.1. Should a change in fund source occur or become necessary, the County shall notify the Contractor immediately, by issuing a formal amendment, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions (GTC). The Contractor shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.3. Funds shall not be obligated for:
  - 1.3.1. Costs incurred prior to start date of this Agreement:
    - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or
  - 1.3.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in the GTC or statement of work.
    - 1.3.2.1. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, Subcontractor's, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Contractor shall provide services in the most effective, efficient, and economical manner possible to establish a prudent financial management system.
- 1.5. The initial maximum consideration is not to exceed **\$45,516**, as shown in the funding table below. It is the responsibility of the Contractor to monitor their monthly expenses and ensure that they do not exceed the maximum consideration for the fund source(s).



**SAID MONIES SHALL BE ALLOCATED AS FOLLOWS:**

TITLE / SUBCATEGORY	GRANT/PROJECT ID	1/1/24-12/31/25 Totals
<u>Senior Center Services</u>		
2024 Pierce County General Fund	P-110224	\$ 22,758
2025 Pierce County General Fund	P-110224	\$ 22,758
<b>GRAND TOTAL</b>		<b>\$45,516</b>

**2. BILLING AND PAYMENT**

- 2.1. The Contractor shall submit reimbursement requests to the County monthly using an invoice form provided by the County. Each calendar month shall be considered a billing period.
- 2.2. The Contractor shall submit invoices to PCCCADRInv@piercecountywa.gov no later than ten (10) calendar days after each billing period ends.
- 2.3. The Contractor shall include the following items with each invoice:
  - 2.3.1. Documentation to support the amount of the request for reimbursement, including:
    - 2.3.1.1. Salaries & Benefits: Timesheets and Payroll ledger or bank statements to show the pay transaction;
    - 2.3.1.2. Office/Program expenses: Receipts and/or Invoices;
    - 2.3.1.3. Utility bills; and
    - 2.3.1.4. Indirect Costs/Overhead: Documentation of Indirect Cost Allocation Model or Certification of indirect rate.
- 2.4. The County shall issue payment no later than thirty (30) calendar days after receipt of a properly completed invoice. Invoices that are incomplete or missing required documentation may result in delayed payment.
- 2.5. The County reserves the right to modify the invoice form as necessary. The County will provide any revisions or changes to the Contractor in a timely manner.
- 2.6. **Fiscal Year End.** The Contractor shall:
  - 2.6.1. Submit the final CPR for the calendar year (CY) in the month of January. The actual date will be determined and communicated to the Subrecipient by the County.
  - 2.6.2. For Agreements ending in any month other than December, submit the final invoice no later than the specific date to be provided by the County.

**3. ADDITIONAL REQUIREMENTS**

- 3.1. Eligible Costs
  - 3.1.1. Funds awarded under 23-001-ADR-RFP will be used to support the basic operations of a senior center. Reimbursement is limited to:
    - 3.1.1.1. Senior Center Director’s salary;
    - 3.1.1.2. Payroll taxes for the Senior Center Director’s position;
    - 3.1.1.3. Senior Center employee salaries;

- 3.1.1.4. Contracted professional services necessary for the upkeep and maintenance of the senior center (janitorial services, minor repairs) or to complete fiscal audits or financial reviews of the senior center once per contract cycle;
  - 3.1.1.5. General office and operating supplies;
  - 3.1.1.6. Electronic equipment and software licensing renewal costs that are ordinary and necessary to the operation of the senior center;
  - 3.1.1.7. Communications (telephone, postage, internet/e-mail service);
  - 3.1.1.8. Rent;
  - 3.1.1.9. Commercial General Liability Insurance for senior center operations; and
  - 3.1.1.10. Public utilities (electricity, gas, heat, garbage/waste disposal, water).
- 3.1.2. A minimum twenty-five (25) percent match for costs reimbursed with County funds must be tracked separately and must be documented in the Contractor's internal records for reporting and review by Pierce County.

### 3.2. Ineligible Costs

- 3.2.1. Funds awarded as part of this contract must not be used to support or pay for capital improvements such as building construction, building remodeling, or paving/re-surfacing, general contractor services, or for general operating costs other than what has been described above.
- 3.2.2. Senior Center Services grant funds may not be used to reimburse:
  - 3.2.2.1. Insurance premiums other than Commercial General Liability;
  - 3.2.2.2. Class instruction or speaker fees;
  - 3.2.2.3. Expenses related to the provision of activities such as craft supplies, prizes, or admission fees.

## EXHIBIT C – SPECIAL TERMS & CONDITIONS

The provisions of Exhibit C apply to services funded by Pierce County as described in Exhibit A of this Agreement.

### 1. DEFINITIONS.

For purposes of this Agreement, terms related to the Special Terms & Conditions:

- 1.1. **“Allocable costs”** are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
- 1.2. **“Allowable costs”** are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement.
- 1.3. **“Cost Allocation Plan”** A narrative description of the procedures that will be used in identifying, measuring, and allocating all costs incurred in support of all programs administered or supervised.
- 1.4. **“Cost Objective”** A program, function, activity, award, organizational subdivision, contract, or work unit for which cost data is desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. It may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect Facilities & Administrative cost activity (2 CFR 200.28).
- 1.5. **“Cost Sharing or Matching”** The portion of the project costs not paid by funds awarded through this Agreement. Matching contributions are in the form of state or local funds, cash, or third-party in-kind contributions. The matching share requirements are included in contract agreements.
- 1.6. **“Direct Cost”** Those costs that can be identified specifically with a particular final cost objective. Costs which can be charged directly as a part of the cost of a product, service, department, operating unit, or activity, as distinguished from indirect costs which must be prorated among several products, services, departments, operating units, or activities.
- 1.7. **“Indirect Cost”** Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distributions of indirect expenses to the cost objectives served, it may be necessary to establish pools of indirect costs. Indirect cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
- 1.8. **“Monitoring”** A continuous process used to evaluate subrecipients and contractors to determine whether they are delivering goods and services in accordance with their contractual obligations.
- 1.9. **“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- 1.10. **“Real Property”** means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 1.11. **“Regulation”** means any federal, state, or local regulation, rule, or ordinance.
- 1.12. **“Risk Assessment”** The process of evaluating a program’s exposure to harm or loss that could happen from some activity associated with a contract for service.
- 1.13. **“Subcontract”** means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.

- 1.14. **“Supplies”** means all tangible personal property other than equipment as defined herein.
- 1.15. **“Unique Entity Identifier (UEI)”** means a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government.

## 2. SPECIAL TERMS AND CONDITIONS

- 2.1. **Background Checks.** A Washington State Patrol criminal history background check is required every two years for all employees and volunteers who will have unsupervised contact with vulnerable adults as defined by RCW 74.34 and/or RCW 9.96A.060.
- 2.2. **Client Abuse.** The Contractor shall report all instances of suspected client abuse, neglect, or exploitation in accordance with RCW 74.34.
- 2.3. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the Contractor or any subcontractor(s) related to service delivery.
- 2.4. **Confidentiality.** The Contractor shall use Personal Information and other confidential information gained by reason of the Agreement only for the purpose of this Agreement. Pierce County, and the Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the care of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all personal Information and other confidential information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the agreement that provided the information.
- 2.5. **Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation.** The Contractor and its employees must immediately report all instances of suspected abandonment, abuse, financial exploitation, or neglect of a vulnerable adult (per RCW 74.34.035, and its successors) or a child (per RCW 26.44.030, and its successors). The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM). The Contractor must also report all suspected instances to the Client's case manager. If the notice to the Client's case manager was required, and was given verbally, then it must be followed by written notification within 48 hours. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency.
- 2.6. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 2.7. **Major Incident Reporting.** The Contractor must report major incidents to the appropriate County representative/Program Specialist **within one business day** from when the Contractor becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured, and all necessary emergency measures have been taken.
  - 2.7.1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual.
  - 2.7.2. Any event involving known media interest or litigation.
  - 2.7.3. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client, Contractor volunteers, or Contractor staff.

- 2.7.4. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the Contractor.
- 2.7.5. Major incidents as described above must be reported to the County ADR Program Specialist by phone or email. The report must include the following and will be reported to PCHS on the Contractor's Incident Report Form:
  - 2.7.5.1. A description of the issue.
  - 2.7.5.2. Relevant background.
  - 2.7.5.3. The Contractor's actions or recommendations.
  - 2.7.5.4. Follow-up if needed to close out the issue.
- 2.7.6. The Contractor must distribute major incident reporting policies and procedures to all employees and volunteers.
- 2.8. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
  - 2.8.1. Applicable federal and State of Washington statutes and regulations;
  - 2.8.2. This Agreement;
  - 2.8.3. Special Terms & Conditions within this agreement will take precedence over the General Terms & Conditions listed.
- 2.9. **Ownership of Client Assets.** The Contractor shall ensure that any client for whom the Contractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, client's personal property does not pertain to client records. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or the County all of the client's personal property.

## 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 Contractor or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Contractor and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Contractor and County shall be responsible for their own attorney's fees and costs.
- 3. Assignment and Subcontracting.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County. The County has the right to request copies of all subcontracts, agreements, or memorandum of understandings if subcontracting is approved.  
  
In addition, all Subcontracts must be in writing and specify all responsibilities and requirements appropriate to the service or activity delegated under the Subcontract and must incorporate or include all terms and conditions of this Agreement. No subcontract terminates the legal responsibility of the Contractor to the County to perform the terms of this Agreement. The Contractor shall be responsible for the acts and omissions of any Subcontractor, and the Contractor is responsible for all contractual obligations, financial or otherwise, to its Subcontractors. The County has no contractual obligations to any Subcontractor under a contract with the Contractor.
- 4. Background Checks.** The Contractor shall conduct criminal background checks on all staff, volunteers, and subcontractors' prior to initiating work with any individual under eighteen years of age, a vulnerable adult as defined in chapter 74.34 RCW, or a vulnerable person as defined in RCW 9.96A.060 who is receiving services under this Agreement. The Contractor shall maintain appropriate documentation of all background checks performed in its employees' files.  
  
In addition, when applicable, the Contractor shall ensure when employees performing services under this Agreement are required to have specific credentials, licenses, and education, employees meet all required standards and source document verification is maintained in employee files.
- 5. Billing Limitations.** The Contractor shall submit timely invoices as detailed in Exhibit B. Unless otherwise specified under this Agreement, the County shall not reimburse any claims for services submitted more than six (6) months after the calendar month in which the services were performed.
- 6. Confidentiality.** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees, and costs resulting from Contractor's breach of this provision.
- 7. Close-Out.** Contractor shall submit to County at the end of the period of performance of this Agreement all financial, performance, and other reports as required by Exhibits A and B of this Agreement.
- 8. Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Contractor, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of this Agreement by Contractor. The rights and remedies of County provided for in this

section (8) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County decides under this section (8) shall be an issue and may reviewed as provided in the Dispute Resolution section (13) below.

- 9. Contractor Commitments, Warranties, and Representations.** Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.
- 10. Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend, and hold harmless Pierce County per section (12) below from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.
- 11. Data Security.** Contractor agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.
- 12. Defend, Hold Harmless, and Indemnity.**
  - 12.1. Contractor, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.
    - 12.1.1. The preceding section (12.1) is valid and enforceable only to the extent of Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (1) the County or its agents or employees, and (2) the Contractor or the Contractor's agents or employees.
  - 12.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents, and employees, Contractor expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend

and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

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

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

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

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

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

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

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

**19. Licensing and Accreditation Standards.** Contractor agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards



or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.

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

**21. Non-Discrimination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 21.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.
- 21.2.3.2. Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement.
- 21.2.3.3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor's facilities, or other benefits provided under this Agreement; nor
- 21.2.3.4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (1) the types of service or the benefits to be provided; (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Contractor will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.

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

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

**23. Patent/Copyright Infringement.**

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

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

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

**24. Payment of Taxes.**

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

- 25. Proprietary Software.** In the event Contractor accesses County’s proprietary software applications to perform any work under this Agreement, Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:
- 25.1. The use of the software application shall be restricted to employees or subcontractors.
  - 25.2. The Contractor shall not “pirate” or reverse engineer the software application; and/or
  - 25.3. Otherwise use the application in any way that may harm the County.
- 26. Recapture Provisions.** In the event the Contractor fails to comply with any of the terms and conditions of this Agreement and that failure results in an overpayment, or Contractor fails to expend funds under this Agreement in accordance with state and federal laws and/or provisions of this Agreement, the County reserves the right to recapture funds in an amount equivalent to the overpayment or extent of the noncompliance. Such right of recapture shall exist for a period not to exceed one (1) year following Agreement termination or Agreement completion. Repayment by the Contractor of funds under this recapture provision shall occur within 30 calendar days of demand. If repayment is not made within the specified time frame, the County may secure repayment, plus interest, if any, utilizing available remedies.
- 27. Recordkeeping, Reporting, Audits.** Contractor shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all “public records” associated with this Agreement for up to six (6) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law.
- 28. Religious Activities.** In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, generally, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by County under this Agreement:
- 28.1. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement.
  - 28.2. Contractor may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.
  - 28.3. In performance of this Agreement, Contractor shall not discriminate against an individual beneficiary, or a prospective beneficiary of services based on religion or religious belief.
- 29. Right to Review.** This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract expiration or termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.
- 30. Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this

Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

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

## **32. Suspension & Termination**

### **32.1. Default.**

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

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

32.1.1.2. Contractor uses Agreement funds improperly or illegally.

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

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

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

32.1.1.6. Any illegal act by Contractor.

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

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

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

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

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

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

32.1.4.4. Deliver or convey title to:

32.1.4.4.1. Any property produced by the work terminated.

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

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

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

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

32.1.5. Upon termination, County will:

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

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

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

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

### 32.2. **Public Convenience.**

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

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

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

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

### 32.3. **Change in Funding.**

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

32.3.2. The Contractor may, if the Contractor becomes insolvent or experiences a significant reduction in other funding that renders performance under this Agreement impossible,

terminate this Agreement by providing at least sixty (60) calendar days' written notice to the County contact(s) listed on page 1 of this Agreement.

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

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

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

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

## EXHIBIT E – INSURANCE REQUIREMENTS

---

1. **Insurance Requirements.** The insurance coverages specified in this Exhibit E are required.
  - 1.1. The Contractor shall, at the Contractor’s own expense, procure and maintain for the duration of this Agreement, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, the minimum coverages as outlined below:
    - 1.1.1. **Commercial General Liability (CGL):** CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
    - 1.1.2. **Sexual Abuse and Molestation Liability (SA/M):** If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall, at their own expense, obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
    - 1.1.3. **Automobile Liability:** ISO form CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
    - 1.1.4. **Workers Compensation:** As statutorily required by the State of Washington.
    - 1.1.5. **Employers’ Liability or Stop Gap Coverage:** Employers’ Liability with limits not less than \$1,000,000 or an endorsement on the General Liability policy providing Stop Gap Coverage.
    - 1.1.6. **Crime Insurance:** Contractor’s handling County funds or assets, providing financial assistance, or distributing funds on behalf of the County shall maintain Crime Insurance with limits adequate to cover the maximum amount of risk at any one time; or a total of one year’s receipts. This policy shall include coverage for Fidelity, Theft, Disappearance, and Employee Dishonesty. Coverage shall include Joint Loss Payable Endorsement ISO form CR 20 15 or equivalent; and Provide Required Notice of Cancellation to Another Entity Endorsement ISO form CR 20 17.
  - 1.2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Pierce County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
  - 1.3. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
    - 1.3.1. **Additional Insured Status**
      - 1.3.1.1.1. **Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on all required policies. Additionally insured is to be listed as **Pierce County**.
      - 1.3.1.1.2. Address 930 Tacoma Ave S, Tacoma, WA 98402
        - 1.3.1.1.2.1. Pierce County staff will provide notice of any changes to designated address throughout the life of this contract.
    - 1.3.2. **Primary Coverage**
      - 1.3.2.1. For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects Pierce County, its officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

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

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

**1.3.4. *Notice of Cancellation***

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

**1.3.5. *Waiver of Subrogation***

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

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

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

**1.3.7. *Acceptability of Insurers***

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

**1.3.8. *Claims Made Policies***

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

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



- 1.3.8.1.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 1.3.8.1.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**1.3.9. Verification of Coverage**

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

1.3.9.1.1. If coverage verification is not received within 30 days of previous policy’s expiration date, the remittance of billed reimbursements may be withheld until the requirement is satisfied.

1.3.9.1.2. Verification of coverage for this contract should be submitted via email to [HSADRADMINPLAN@piercecountywa.gov](mailto:HSADRADMINPLAN@piercecountywa.gov) .

**1.3.10. Subcontractors**

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

**1.3.11. Special Risks or Circumstances**

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

- 1.4. Contractor shall ensure all certificates of insurance (COI) and endorsements are submitted to the County prior to contract execution and upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.
- 1.5. Pierce County shall have no obligation to pay premiums.
- 1.6. Pierce County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

### Senior Center Participant Survey

Date \_\_\_\_\_

Senior Center Name \_\_\_\_\_

Participant Name (optional) \_\_\_\_\_

We want to hear about your experiences as a visitor to this senior center. Please mark the box that best matches your response for each statement.

	YES	NO	Unsure	N/A
1. I would recommend this senior center to others in the community.				
2. Staff is <b>professional</b> and <b>responsive</b> to my needs and concerns.				
3. I have the <b>opportunity to provide input</b> into senior center services and programs on a regular basis.				
4. This senior center has <b>partnerships with local organizations and individuals</b> that strengthen the center’s services.				
5. Senior center staff have <b>provided me with referrals</b> to services in the community.				
6. The center provides <b>opportunities to volunteer in leadership positions</b> .				
7. I am satisfied with the <b>exercise, fitness, and health education</b> classes offered by this center.				
8. I am satisfied with the <b>recreational, social, and educational</b> activities offered.				
9. The center provides information about <b>community-based resources &amp; benefit programs</b> (e.g. food stamps, in-home care, Where to Turn).				
10. The center provides <b>nutritious meals</b> or other nutrition support (e.g., food bank, cooking classes).				

...Please turn the page for additional questions.

11. How often have you visited this senior center in the past 12 months?

- Two or more times a week
- Once a week
- One time per month
- Less than one time per month

12. Do you visit other senior centers in Pierce County?  **Yes**    **No**

If yes, which ones (please list):

---

---

13. We are always working to improve your senior center environment and facility. Please tell us if there are there are other programs, activities, or services you would like to see offered at the senior center.

---

---

---

14. Please share any other concerns or comments that will help us serve you better.

---

---

---