

MEETING AGENDA

LANDMARKS & HERITAGE ADVISORY BOARD

THURSDAY September 28, 2023 AGENDA

6:00 PM Virtual Hybrid Meeting – American Lake Conference Room

Until further notice, residents can also virtually attend Landmark and Heritage Advisory Board (LHAB) meetings by watching them live on the city's YouTube channel:
<https://www.youtube.com/user/cityoflakewoodwa>. **Those who do not have access to YouTube can call in to listen by telephone at +1 (253) 215- 8782 and by entering Webinar ID: #867 4079 5399**

To participate in Public Comment and/or Public Testimony:

Public Comments and Public Testimony on Public Hearings will be accepted by mail, email or by live virtual comment. Send comments by mail or email to Karen Devereaux, LHAB Clerk, at 6000 Main Street SW Lakewood, WA 98499 or <mailto:kdevereaux@cityoflakewood.us>. Comments received up to one hour before the meeting will be provided to the Landmarks and Heritage Advisory Board electronically.

Virtual Comments: If you would like to provide live Public Comments or Public Testimony during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone [Dial +1\(253\) 215- 8782](tel:+12532158782) and enter webinar ID:

[# 867 4079 5399](https://us06web.zoom.us/j/86740795399) or by visiting <https://us06web.zoom.us/j/86740795399>.

By Phone: For those participating by calling in by [telephone \(+1\(253\) 215- 8782 and enter webinar ID # 867 4079 5399](tel:+12532158782) the Chair will call on you during the Public Comment and/or Public Hearings portions of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

By ZOOM: For those using the ZOOM link <https://us06web.zoom.us/j/86740795399>, upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Chair during the Public Comments and/or Public Hearings portions of the agenda. When you are unmuted, please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

1. **Call to Order**
2. **Meeting Protocol**
 - a. Roll Call
 - b. Acceptance/Changes to Agenda
 - c. Approval of Minutes from July 27, 2023
 - d. Announcements
3. **Public Comments**
4. **Public Hearings**

- 5. Reports by Historic Preservation Officer**
 - a. Fort Steilacoom Artifacts Research
 - b. New Staff and Youth Council Assignments
 - c. Lakewood Touring Map Printing
 - d. Historical Property Development Forms and FAQ Sheets Update
 - e. Pierce County Historic Preservation Grant


- 6. Unfinished Business**
 - a. Pierce County Historic Preservation Grant Program

- 7. New Business**

- 8. Next Meeting Scheduled** October 26, 2023

- 9. Adjournment**

Members please contact Karen Devereaux at kdevereaux@cityoflakewood.us or 983-7767 by Tuesday prior to the meeting, if you are unable to attend. It is important to establish *in advance* whether or not there will be a quorum. Thank you.

 <p>City of Lakewood</p>	<p>LANDMARKS AND HERITAGE ADVISORY BOARD Thursday, July 27, 2023 Meeting Minutes Special Regular and ZOOM Meeting 6000 Main Street SW Lakewood, WA 98499</p> <p style="text-align: center;">“The mission of the City of Lakewood Landmarks and Heritage Advisory Board is to preserve, protect, and promote the unique heritage and historic resources of the City of Lakewood”</p>
---	--

CALL TO ORDER

Mr. Glen Spieth, Chair called the meeting to order at 6:05 PM.

MEETING PROTOCOL

Roll Call

Landmarks & Heritage Advisory Board Members Present: Glen Spieth, Chair; Christina Manetti, Vice Chair; Joan Cooley, and Beth Campbell

Landmarks & Heritage Advisory Board Members Excused: None

Landmarks & Heritage Advisory Board Members Absent: None

Staff Present: Jessica Olson, Planning Manager and Karen Devereaux, Administrative Assistant

Council Liaison to LHAB: Councilmember Trestin Lauricella (not present, attending a ribbon cutting ceremony)

Acceptance/Changes to Agenda None.

Approval of Minutes

Ms. Christina Manetti noted that she was shown as absent at the last meeting when she in fact was present. Mr. Glen Spieth noted on page 2 under LHAB Work Plan section, the name of the train station needed to be changed from Lakewood to Lakeview Train Station. Recording secretary made these had written changes.

The minutes of the meeting held on June 22, 2023 were approved with corrections by voice vote, M/S/C Campbell/Cooley. Motion to approve the minutes passed unanimously, 4-0.

Announcements

Western Sate Hospital is getting ready for building demolition. A ground-breaking ceremony is being planned, but no date has been announced.

Confirming that Mr. Josh Kubitz no longer works for the City, Ms. Jessica Olson stated she is looking to fill two associate planner positions quickly and one to help cover the advisory board meetings.

Ms. Olson queried the board of their knowledge around the Lakeside Country Club on American Lake due to an email received by a citizen looking for history. Members have no information to provide.

PUBLIC COMMENTS None. No public in attendance or online.

PUBLIC HEARINGS None.

REPORTS BY HISTORIC PRESERVATION OFFICER OR STAFF

Lakewood Touring Map Printing

Staff received the draft electronic copy of the touring map brochure from the graphic artist. Later in the meeting a review will take place a decision to print and move forward.

Historical Property Development Forms and FAQ Sheet Update

No updates. Staff continues to work on completing the forms and FAQ sheets. The main purpose of the new documents is to make it clearer when a Certificate of Appropriateness application is needed, what is required with the application, and what the board is reviewing.

Masonic Cemetery Update

Ms. Olson provided assessors information on the property adding that through conversations with the Parks Department director they are not interested in taking on the additional responsibility of maintaining the cemetery. Members want to send a letter to the property owners asking them to improve the site.

LHAB Work Plan and 2024 Historic Preservation Grant Planning Reminder -Past Applications Review

Ms. Olson informed members the grant program clerk to alert her when applications became available.

UNFINISHED BUSINESS

Lakewood Touring Map Printing

Members reviewed the draft map brochure and decided it was ready to be printed.

The draft of the touring map brochure was approved as provided by voice vote, M/S/C Campbell/Cooley. Motion to approve the draft map for printing passed unanimously, 4-0.

NEW BUSINESS None.

Next Regular Meeting would be held Thursday, August 24, 2023 at 6:00 p.m.

Meeting Adjourned at 6:43 p.m.

09/28/2023
Glen Spieth, Chair

09/28/2023
Karen Devereaux, Recording Secretary



TO: Landmarks and Heritage Advisory Board

FROM: Jessica Olson, Planning Manager

DATE: September 20, 2023

SUBJECT: Reports by Historic Preservation Officer or Staff

Fort Steilacoom Artifacts Research

Work is being done to check WA State archaeological records for Fort Steilacoom Park based on the conversation at the joint meeting with City Council on September 11..

New Planning Staff and Youth Council Assignments

Current Planning has a new Associate Planner, Billie Stewart has been promoted from her previous position as a Permit Technician. Billie and the other planners Andrea Bell and Ramon Rodriguez will share responsibilities covering LHAB until we are able to assign a more permanent staff contact.

Lakewood Youth Council members Angel Calderon Ramirez, Shyniece Peters, Lui Owejan, and Jhoselyn Valenzuela Mendez have been assigned to LHAB. Staff will notify Youth Council members of upcoming LHAB meetings and announcements.

Lakewood Touring Map Update:

The final Touring Map Update proof was ok'd for printing on July 27, 2023, however there was a desire to see a hard-copy version printed prior to sending out for print. A large-scale printed copy has been made available for this meeting. Printing date and number of copies to be determined.

Historical Property Development Forms and FAQ Sheets:

No updates. The forms and FAQ sheets are still in their early stages, once new staff is onboarded we will be able to shift resources to forms and handouts.

Pierce County Historic Preservation Grant

The grant cycle is now open and closes October 2. Staff has provided application materials and an incomplete draft application for review at the meeting. See County website at <https://www.piercecountywa.gov/8137/Landmarks-and-Historic-Preservation>.

2024 Pierce County Historic Preservation Grant Application Submittal Checklist

APPLICANT INFORMATION

- Applicant is an individual
- OR
- W-9 and/or EIN/TIN
- Proof of signature authority (ex. Secretary of State registration printout)

ALL APPLICATIONS

- Copy of the Application Submittal Checklist
- Signed application that includes:
 - Applicant and project information
 - Project narrative
 - Budget worksheet
 - Property attestation

BUILDING APPLICATIONS ONLY

- Digital photographs illustrating the project (if it's an exterior project, minimum one photo of each exterior wall)
- Construction plans or work description.
- Contractor Estimate (if applicable)
- List of materials or source of materials with price quote if not included in a contractor's estimate
- Historic Register documentation if a register other than Pierce County
- Property ownership information

OPTIONAL ITEMS

- Letters of support from endorsing organizations, governments, or relevant persons or professionals with knowledge of the project and/or applicant's abilities (maximum of 3)
- Additional photographs (maximum of 10)
- Any other supplemental material to help clarify and explain your project.

How to Apply

Download the grant application and complete instructions from the website of the [Pierce County Landmarks and Historic Preservation Commission](#).

If you believe an item on the application checklist is not applicable, please verify with County staff prior to submittal. Believing an item to be unnecessary does not mean it is not applicable.

Submit to:

ppwlongrangeadmin@piercecounitywa.gov, and Ryan.Medlen@piercecounitywa.gov.

Deadline:

12:00 PM, Monday, October 2nd, 2023

Formatting

- Documents should not be editable and emailed in a PDF form, except that photographs may be JPG, PNG, or any other common photograph formats.
- Project narratives or questions must be typed and a legible font size, preferable no smaller than 11.
- Do not submit materials beyond what is necessary to explain the work or event for which you would be applying the grant money. Unnecessarily excessive submittal materials may result in not all of it being reviewed and affect how your application scores.

Questions

For questions, please contact Ryan Medlen at Ryan.Medlen@piercecounitywa.gov or (253)798-6239.

Pierce County Historic Preservation Grant Program

2024 Historic Preservation Grant
Application Guidelines

Deadline for Submission: 12:00 p.m., Monday, October 2, 2023



Ryan Medlen, Planner 3
Pierce County Planning and Public Works
Ryan.Medlen@piercecountywa.gov or 253-798-6239

Table of Contents

About the Historic Preservation Grant Program.....	3
Section 1: Application Requirements	4
How to Submit	4
Submittal Deadline	4
Applicant Eligibility	4
Checklist.....	4
Section 2: Project Types	5
Building Project – Maximum Award Amount: \$35,000.....	5
Non-Building Project – Maximum Award Amount: \$15,000.....	5
Non-Eligible Projects	5
Section 3: Evaluation Criteria	6
Section 4: Funding Information and Budget Requirements	7
Section 5: Grant Conditions of Approval.....	8
County Acknowledgment.....	8
Status Updates	8
Timely Work Completion	8
Subject to Inspection and Confirmation.....	8
Required to Execute a Public Benefit Agreement.....	9
Section 6: Grant Review and Award Process.....	9
Landmarks and Historic Preservation Commission Review.....	9
Commission Makes Recommendation to County Council	10
County Council Review and Awarding of Grants	10
Public Benefit Agreement Signatures	10
Work Reports	10
Grant Award is Paid by the County	10

Pierce County is a Certified Local Government (CLG) in historic preservation pursuant to Section 101(c) of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470). Pierce County became a CLG in 1986 by meeting the CLG requirements and administering the County's Historic Preservation program. The Pierce County Landmarks and Historic Preservation Commission is an advisory commission appointed by the County Executive and confirmed by the County Council. The commission is comprised of 11 members, one from each of the 7 Council Districts and 4 at-large members with professional credentials in architecture, history, archaeology, or archival library science.

Pierce County is committed to a policy of equal opportunity regardless of race, religion, color, national origin, age, sex, physical, mental, or sensory disability, or veteran status.

About the Historic Preservation Grant Program

Pursuant to PCC 2.88.020(C), the grant program is primarily funded by the County's one-dollar portion of the five dollar per instrument surcharge charged by the Auditor for each document recorded under provisions of RCW 36.22.170 (1)(a). The goal of these grants is to distribute small, yet meaningful, grants to help promotion and preservation of historical and cultural heritage throughout the County.

The Pierce County Landmarks and Historic Preservation Commission ("Commission") administers the grant program. The Commission provides a recommendation of projects and funding allocations. This recommendation is then forwarded to the Pierce County Council ("Council") for final consideration and decision.

Applications due: Monday, October, 2nd, 12:00 p.m.

Applicants notified of Commission's recommendation: Estimated November 2023

Work completion deadline: December 31st, 2024

For additional questions, contact:
Ryan Medlen, Planner 3
Pierce County Planning and Public Works
Ryan.Medlen@piercecountywa.gov or 253-798-6239

Section 1: Application Requirements

Applicants must submit a complete application that contains items identified in these guidelines and the submittal checklist. Download the submittal checklist and application form from the grant website: <https://www.piercecountywa.gov/8137/Landmarks-and-Historic-Preservation>.

How to Submit

Applications will **only** be accepted electronically. Email completed application to **both** of the following email addresses:

1. Ryan.Medlen@piercecountywa.gov
2. ppwlongrangeadmin@piercecountywa.gov

Submittal Deadline

Application must be received by **12:00 PM** on **Monday, October 2nd** or it will not be considered. **NO EXCEPTIONS.** The County recommends applications be submitted earlier when possible.

Applicant Eligibility

The following groups or individuals are eligible to apply:

- Individuals or entities that own a property listed on a local, State, or National Historic Register.
- Nonprofit organizations (tax-exempt status under IRS 501(c)(3)) including museums, historical societies, and other community-based organizations.
- Public agencies, including tribes, local governments, or special purpose agencies such as housing authorities, community development agencies, school districts, parks, etc.

Only one application per applicant is allowed per funding cycle.

Checklist

Included in the application materials is a checklist of required and optional submittal items. Upon receipt of a grant application, County staff will review the submitted materials for application completeness of all required submittal items. Application completeness review is not a review for quality or competitiveness of the application.

If required items from the submitted application are found missing prior to the submittal deadline, County staff will notify the applicant(s) identified on the application and allow up until the submittal deadline for the required items to be provided before deeming the application incomplete and ineligible to be considered by the Commission for review.

Section 2: Project Types

Building Project – Maximum Award Amount: \$35,000

Building projects may identify, protect, rehabilitate, restore, excavate, and reconstruct districts, sites, buildings, and other structures, gardens, landscapes, and other objects of significance to heritage, history, architecture, archeology, or culture. Additionally, when there is an exceptionally strong public benefit, these projects may provide capital funds for capacity building projects to nonprofit historic and historic preservation groups that encourage cultural and historical studies and interpretive efforts.

Your property must be located in Pierce County and designated as an official landmark or a contributing structure in a historic district on the County register, the official historic register of a city located in Pierce County, the Washington State Heritage Register, or the National Register of Historic Places. No Exceptions.

All work must comply with the Secretary of the Interior’s Standards for the Rehabilitation of Historic Properties. For more information about the standards, please visit their webpage: <https://www.nps.gov/tps/standards.htm>. The applicant shall submit sufficient drawings, materials information, photos, or other supporting documents to illustrate how the work will be done in a manner to retain the buildings historic character.

Non-Building Project – Maximum Award Amount: \$15,000

The following types of non-building projects are eligible to apply:

- Collection, acquisition, cataloging, interpretation, exhibition, preservation or enhancement of historically significant artifacts and documents including photographs, maps, newspapers, oral histories, and/or other materials in Pierce County relevant to areas of Pierce County heritage, history, or culture. The documents must be appropriately accessible to the general public.
- Historic markers or interpretive signage to promote Pierce County heritage, history, or culture.
- Pierce County history research compiled under the supervision of a qualified professional. Research associated with historic sites, buildings, structures, or objects important to a community is encouraged. Upon completion, the project must be appropriately accessible to the general public.
- Public events and public programs which have a primary purpose of promoting public awareness of Pierce County heritage, history, or culture.

Non-Eligible Projects

The following are expressly **not** eligible for the grant:

- Performing arts.
- Preservation planning (condition assessments and structural investigations) except as part of the matching fund if developed specifically for the grant project.
- Purchase or rental of equipment for events.
- Attendance at seminars, conferences, or lobbying events.

- General operating expenses.

Section 3: Evaluation Criteria

The criteria listed below will be equally weighted in the Commission’s review of the application. Applicants should be thinking about how they meet these requirements in planning their project and in responding to the questions in the application materials.

1. Grant will Maintain and Preserve History Relevant to Pierce County

The Commission will consider the history or culture to be preserved, amplified, or maintained by the proposed project. This may include considering the uniqueness or importance to Pierce County history or culture heritage in addition to the ability of the project to achieve the desired preservation of history.

2. Quality and Strength of the Application

The Commission will consider whether that the application provides 1) a detailed/documented budget, 2) a well written/edited narrative along with any documentation or external/peer support, 3) project clarity, 4) sufficient visuals (examples/photos/links/video), and 5) compelling case for the project. In addition to the Public Benefit criteria noted further below, the Commission will evaluate the educational, cultural or historical value of the project.

3. Ability to Match Grant Funds

Funding need is not a consideration of the grant application review. However, the Commission will consider whether the application adequately demonstrates the financial viability of the project to make it through to completion. For grant applications that relate to a larger project that will continue past the grant’s work completion date, this may include consideration of the project in its totality.

4. Public Benefit

The application must demonstrate a public benefit to be eligible for a grant award. The public benefit of the project will be reviewed based on the quality and quantity of the public benefit.

Examples of public benefits include:

- Making history accessible and affordable.
- Providing interpretive experiences that are unique to Pierce County heritage, history, or culture.
- Maintaining landmarks or design features that contribute to neighborhood character.
- Preserving historical documents or artifacts and making them accessible to the public.
- Providing special outreach or community building resources within historic districts.
- Hosting events or programs open and accessible to the general public.

Private owners of a historic building or structure soliciting grant funds for their property should explain the public benefit resulting from the project. This may include hosting a public event or offering some form of public outreach or education documenting the project.¹

¹ For applicants unfamiliar with how a public event, such as a Historic Home Tour, provides a public benefit, please visit: <https://www.tacomahistory.org/hometour> or similar webpages for many of the specifics included in this funding requirement.

5. Urgency for Projection Completion

The Commission will consider how urgent the project is to maintain the history identified within the application and the level of risk of losing history without the grant award.

6. Equity

Pursuant to Pierce County Ordinance 2023-2, an equity analysis guided by diversity, equity and inclusion for all proposed resolutions and ordinances submitted for Council consideration. This means the Commission and County Council will consider the impact the Historic Preservation Grant Program may have on different demographics affected by the awards. This consideration may include an analysis of the different applications using the County's equity index tool. The tool is located at: www.piercecountywa.gov/equityindex.

Section 4: Funding Information and Budget Requirements

This is a 1:1 matching, reimbursable grant. If you are awarded a grant, Pierce County will match your expenses, up to the maximum amount awarded by County Council. **Applicants must clearly demonstrate on the application how they will match Pierce County funding with other sources of cash and/or in-kind support.**

You will need to spend at least 2x the grant amount before you can be reimbursed for the grant amount.

Example: You apply for a \$20,000 grant to cover part of a building restoration project. You will need to show you have \$40,000 available when you apply, including a minimum of \$20,000 for cash expenditures and an additional \$20,000 in cash and/or in-kind support (see the budget worksheet on the application). If awarded the grant, you must complete the work which involves spending any money in advance and then provide documentation in order to be reimbursed for the grant amount awarded. Grant reimbursement will only be distributed based on cash expenditures.

You will be reimbursed after you submit documentation that shows:

1. The scope of work you have applied for has been substantially achieved; and
2. You have paid your portion and the portion to be reimbursed within the specified grant time period.

Pierce County will disburse grant reimbursement funds after the project is satisfactorily completed and all required documentation and paperwork for reimbursement are submitted to, and approved by, Pierce County within the timeframe specified in the grant contract. If contract deadlines are not met, funding may be rescinded.

TIP: When preparing your budget, have your contractors and suppliers include a factor for price changes; final approval for payment of the awarded grants will not occur until approximately one-half year after the grant applications are submitted.

Section 5: Grant Conditions of Approval

County Acknowledgment

Grant recipients must acknowledge the Pierce County Historic Preservation grant funding in all publications, media materials, and press releases related to the project.

Pierce County will supply logos upon request. You may download a copy of the logo from the Commission website.

Status Updates

Awardees are required to submit at least one mid-term project status report prior to submitting a final invoice for payment. The specific date will be outlined in the final, executed grant contract.

Timely Work Completion

The work or event must be completed by **December 31, 2024**.

If work is not completed by this date, a request for an extension can be submitted to County staff. The extension request must include:

- A. An explanation or reason for the delay and that addresses the approval standards below.
- B. The new expected date that work will be completed, and invoices sent to the County.
- C. What steps will be taken to mitigate potential delays to meet the newly requested deadline.

If the request is for an extension of 6 months or less, County staff will review the request. Staff may approve the request or forward it to the Commission. For extension requests to complete work later than 6 months past the original work completion date, the request will be forwarded to the Commission. The Commission may vote to review the extension request as a new grant application to review in the next grant application cycle, approve it outright, or deny it.

The standards for approving an extension request are:

1. The budget is still a fair estimate of cost or if the budget has increased the applicant demonstrates that they are able to fund the increase. **No additional grant funds will be awarded.**
2. The reason for the delay is reasonable, is not due to a change in the approved scope of work and does not indicate that any materials in the application were misrepresented.
3. Adequate funding for the grant remains available.
4. For extensions greater than 6 months, the quantity and quality of the project's public benefit shall be considered as a factor by the Commission.

Subject to Inspection and Confirmation

All work is subject to review and confirmation by County staff as being completed in the manner described in the original application and pursuant to the signed contract. Failure to accommodate reasonable requests to visit a property, including the interior of any relevant building(s) during

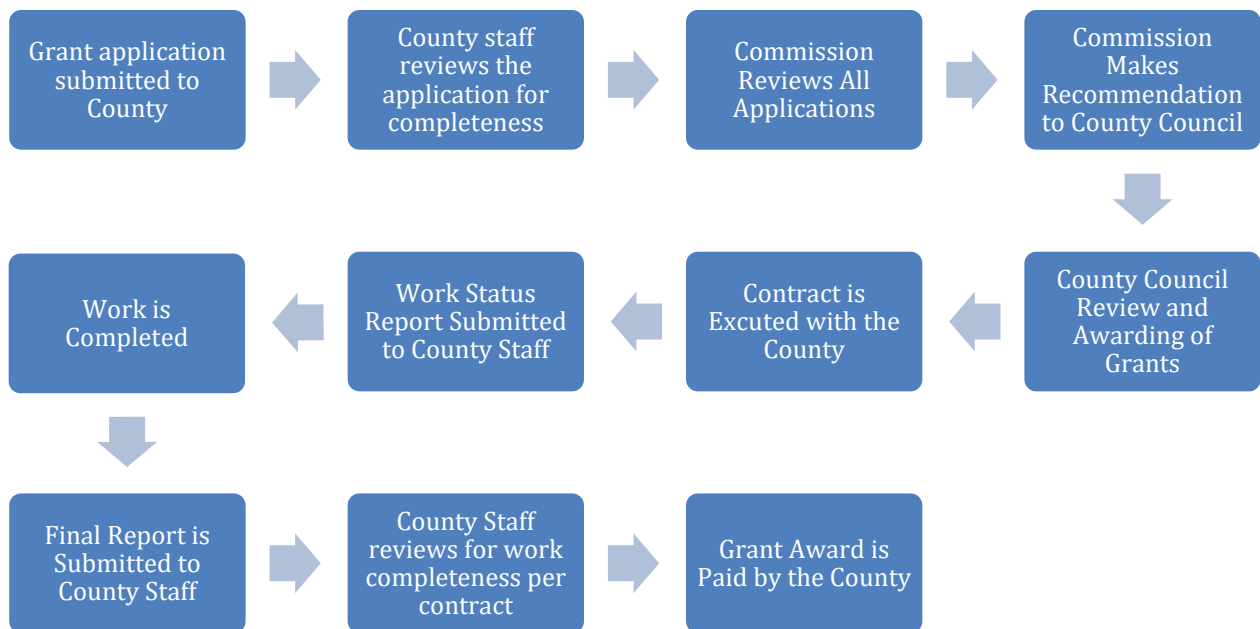
the County’s regular business hours, view materials, or visit an event may result in the request for reimbursement being denied.

Adequate photographs attached to project status reports, invoices, or other methods may be used at the discretion of County staff in lieu of a physical review for work completion verification. For this reason, applicants are encouraged to take pictures throughout their project and especially of events.

Required to Execute a Public Benefit Agreement

Grant applications approved by County Council will be required to execute a Public Benefit Agreement with Pierce County. A sample copy of the agreement is available on the official grant website. *Note: The agreement language is subject to change up until it is routed for signatures. **The sample copy is for informational purposes only as you prepare your applications.***

Section 6: Grant Review and Award Process



Landmarks and Historic Preservation Commission Review

After an application passes a completeness review by staff as described in Section 1, the application will be forwarded to the Landmarks and Historic Preservation Commission. After an initial review, the Commission may vote to direct staff to invite applicants to briefly describe and answer questions at a future meeting. Staff will then reach out to the listed contacts for each grant application with the date for which they have been invited. Attendance is not mandatory to receive a grant award but may be beneficial if the Commission members have questions regarding the content, purpose, or public benefit of an application.

Commission Makes Recommendation to County Council

Following review of the application, the Commission will vote on a recommended grant allocation to forward to County Council. The final allocation will depend on 1) the number of applications found to meet the grant criteria, 2) overall strength and public benefit of the applications, and 3) consideration of the amount of money available for all awards.

County Council Review and Awarding of Grants

The Commission will forward a resolution with their recommended grant awards to the County Council. Council will review the resolution and has final authority. Final action may include approval, approval with amendments to the grant awards, or remanding the resolution back to the Commission for further review.

Public Benefit Agreement Signatures

For applications that receive a full or partial award in the adopted Council resolution, their information will be forwarded to the Contracting Division of Pierce County Planning and Public Works. Staff will reach out and forward agreements for signature to the awardees.

Work Reports

Awardees are required to submit a status report during the project window on or before the date specified in the contract as well as a final report when the work is completed. The final report is when invoices and a request for payment will be sent to the County along with pictures and other documents to verify the work was done as described in the application and contract.

Grant Award is Paid by the County

Supporting documentation is sent to the County. County staff will review the materials as well as for work completeness. See Section 5 of these guidelines for additional information.

Final payment is made by a check to the awarded party.

PIERCE COUNTY HISTORIC PRESERVATION GRANT PROGRAM

2024 HISTORIC PRESERVATION GRANT APPLICATION FORM

Deadline for Submission: 12:00 p.m., October 2, 2023



Email application to the following staff:
Ryan Medlen, Historic Preservation Program, Ryan.Medlen@piercecounitywa.gov
Administrative Support: ppwlongrangeadmin@piercecounitywa.gov

Download an application form on the Landmarks Commission website
www.piercecounitywa.org/historicpreservation

Section 1: Applicant Information (enter N/A if applicable)

Applicant Type: _____ Private owner of historic building or structure
_____ Nonprofit organization
_____ Public agency or government entity
_____ Corporation, partnership, or other legal status

Applicant Name: _____

Authorizing Official’s Name and Title: _____

Mailing Address: _____

Email: _____ Phone: _____

Alternate Contact Name: _____

Email: _____ Phone: _____

Section 2: Project Information

Project Title: _____

Project Location: _____

What grant category is the application for? Building _____ Non-Building _____

What amount are you seeking? \$ _____

(Maximum award is \$35,000 for building projects and \$15,000 for non-building projects)

Other sources of funding for this project:

Dates of Grant Project Activities (ALL activities may start as soon as Pierce County Council approves your grant and must have an expected completion date of **December 31, 2024**)

From: _____ To: _____

Section 3: Project Narrative

Attach a typed response to the prompts below on a separate sheet of paper.

Please provide clear and concise answers.

1. Clearly describe the project, the scope of work, and its goals. Please include information about the relevant heritage, history, or culture as well as the target audience for the project – is it a neighborhood, community, tourism?
2. Is this project part of a larger master plan or long-term series of projects? If so, explain.
3. How will the public benefit from this project? Who is the expected audience? For building projects, how do you expect your work to contribute to the community or County at-large?
4. How urgent is your need to complete this project? Will your project be able to proceed if you do not receive this grant?
5. How will this grant maintain or preserve the historic or cultural character of your project? Is this project enhancing history that is not widely known or visible?
6. Please explain your budget (Section 4) and describe line items such as what activities will volunteers be involved in, what are the supplies or administration needs, and so forth. How will you match the grant funds provided by Pierce County and what money sources will be used to cover costs that the grant funds will reimburse?
7. Have you received Pierce County grants before? If so, specify what grant(s) and what year(s) as well as if the work was completed successfully and on time.

SEE NEXT PAGE

DRAFT WORKING COPY

Pierce County Historic Preservation Grant Application

Section 3: Project Narrative

Project: City of Lakewood Landmarks and Heritage Board Historic Markers Program

1. Clearly describe the project, the scope of work, and its goals. Please include information about the relevant heritage, history, or culture as well as the target audience for the project – is it a neighborhood, community, tourism?

The City of Lakewood Landmarks and Heritage Board (LHAB) is proposing to add three (3) historic markers to the original Lakewood Train Station and Chinese Expulsion (both at same location), and Lakeview Post Office sites. Once placed, the markers would also be added to the Lakewood Touring Map.

2. Is this project part of a larger master plan or long-term series of projects? If so, explain.
3. How will the public benefit from this project? Who is the expected audience? For building projects, how do you expect your work to contribute to the community or County at-large?

The public would be able to identify and learn more information about the historic sites.

4. How urgent is your need to complete this project? Will your project be able to proceed if you do not receive this grant?

The project can be completed at any time, but is subject to grant funding.

5. How will this grant maintain or preserve the historic or cultural character of your project? Is this project enhancing history that is not widely known or visible?

6. Please explain your budget (Section 4) and describe line items such as what activities will volunteers be involved in, what are the supplies or administration needs, and so forth. How will you match the grant funds provided by Pierce County and what money sources will be used to cover costs that the grant funds will reimburse?

7. Have you received Pierce County grants before? If so, specify what grant(s) and what year(s) as well as if the work was completed successfully and on time.

Section 4: Project Budget

Applicant: _____

Project: _____

1. What is the total estimated cost of your project? _____

2. How much are you requesting in grant funds? _____

Please use Column A below to explain how you plan to allocate the grant funds.

3. How will you match the amount listed in Question 2? _____

Please use Column B below to explain how you plan to match the requested funds.

It is not necessary to have an entry in Column B for each line item used in Column A, but the total of Column B must be equal to or greater than the total of Column A.

Activity	Column A – Grant Funds	Column B – Applicant Funds ¹
Contractor(s)	\$	\$
Administration	\$	\$
Supplies	\$	\$
Marketing/Promotion	\$	\$
Consultants	\$	\$
Construction/Labor	\$	\$
In-Kind Volunteer Hours ²		\$
Other:	\$	\$
Other:	\$	\$
Grand Total: (Column B must be \geq A)	\$	\$

¹ Column B can include any combination of cash or labor/materials/equipment that are donated to the project or already on-hand.

² Applicants may not charge more than \$31.80 per hour for volunteer time. For professionals who are volunteering their time in their professional capacity (i.e., a professional photographer who is taking photos for a project), please list their normal hourly rate and bill as such.

Section 5: Property and Material Ownership Attestation

Please initial one:

___ I am affirming that either I or the organization that I represent has ownership of the subject building, documents, or other real property described in this application other than those being used for reference on a temporary basis and with the permission of the owner (example: a library, a museum, etc.).

___ A letter from the property owner has been attached to this application and I agree that all work will be performed with their approval or consistent with any agreement made between the grant applicant and the property owner.

___ This is a non-building application and the work associated with the grant funds does not require us to work directly with or modifying any building or other real property.

Section 6: Signature

I, Jessica Olson, having reviewed and understanding of the guidelines and requirements for the 2024 Pierce County Historic Preservation Grant Program do certify that the information provided in this application is true and correct to the best of my knowledge and that I am authorized to submit this grant application. I understand that if I provide false information within or as an attachment to this application all funds must be paid back to the County and I may be denied future grant awards by the County.

Authorizing Official's Signature: _____

Title: Planning Manager / Historic Preservation Officer

Organization: City of Lakewood

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

**PUBLIC BENEFIT AGREEMENT SC-xxxxxx
BETWEEN
PIERCE COUNTY AND xxxx
REGARDING
xxx**

THIS AGREEMENT is entered into by and between **PIERCE COUNTY**, a municipal corporation and a political subdivision of the State of Washington (herein referred to as the "County") and **xxx** (herein referred to as the "Recipient") agree as set forth in this Agreement.

WITNESSETH

WHEREAS, The County is a Certified Local Government (CLG) in Historic Preservation pursuant to Section 101(c) of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470); and

WHEREAS, The County became a CLG in 1986 by meeting the CLG requirements and administering the County's Historic Preservation Program; and

WHEREAS, The Pierce County Landmarks and Historic Preservation Commission is an advisory commission appointed by the County Executive and confirmed by the County Council. The Commission is comprised of up to 11 members, one from each of the 7 Council Districts, and 4 at-large members with professional credentials in architecture, history, archaeology, or archival library science; and

WHEREAS, The Pierce County Historic Preservation Grant Program is funded through the 2024-2025 biennial budget appropriations. The program is funded by the County's one-dollar portion of the five dollar per instrument surcharge charged by the Auditor for each document recorded under provisions of RCW 36.22.170 (1)(a); and

WHEREAS, The Pierce County Landmarks and Historic Preservation Commission administers the grant program. The Commission evaluates grant applications on a competitive basis and makes tentative approval of projects. The Commission forwards to the Pierce County Council a recommended project list and funding recommendation and this project has received approval; and

WHEREAS, the County and Recipient have agreed upon a Statement of Work for the Recipient and the County as set forth in the Statement of Work, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of mutual agreements, covenants, responsibilities and obligations, and promises hereinafter contained, the benefits derived therefrom and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

STATEMENT OF WORK

Recipient Statement of Work

The Recipient shall perform the following tasks and complete all work in accordance with the terms of this agreement.

1. Statement of Work: We incorporate, by reference the statement of work and estimate submitted by xxx. Work includes xxxxxx
2. Comply with all noted regulations, requirements, and conditions of the Agreement.
3. Evidence contract compliance by accomplishment of the above-described project or program in the manner specified and in accordance with the project schedule.
4. Complete reports and provide information as required by the County to demonstrate compliance with regulations, eligibility, goals, and objectives including:
 - **Provide a progress report**, which shall include photographs and documentation (where applicable) by **August 16, 2024**, for activities from the commencement of the Agreement through **July 31, 2024**.
 - **Provide a final report** including photographs and documentation (where applicable) shall be submitted no later than **November 10, 2024**. If the project is complete prior to the progress report date, only a final report with documentation as described above shall be submitted for fund disbursement.

All reports shall be emailed to ___ and ___.

County Statement of Work

The County may perform the following tasks:

1. Provide administrative and financial oversight and direction in accordance with established laws and regulations;
2. Monitor and evaluate program performance against performance criteria noted in Recipient Statement of Work; and
3. The County shall pay, on a timely basis, all requests for payment which are eligible and appropriate for payment, and which are supported by sufficient documentation as determined by Pierce County.

COMPENSATION

1.0 USE OF FUNDS

It is expressly understood that Agreement funds may only be used for expenses, items, activities, and costs which are included in this Compensation Section. County funds shall not be obligated for:

- 1.1 Costs incurred prior to the date the Agreement becomes effective unless specifically authorized;
- or
- 1.2 Costs found to be ineligible or inappropriate pursuant to state law and/or applicable regulations.

2.0 REIMBURSEMENT

The County will reimburse Recipient for eligible expenses, items, activities and costs only after the County has accepted the project as satisfactorily completed. Reimbursement from the County shall not exceed fifty percent (50%) of the total project cost, not exceeding the award amount shown below in the task budget worksheet.

Reimbursement requests from the Recipient for services rendered under this agreement shall be submitted on the Recipient's invoice and be supported by appropriate backup documentation of amounts actually incurred and itemization of required match. Recipient must be able to self-fund any unsecured match. Line-item adjustments to the Budget must be in writing and agreed to by the Contracting Officer and the Recipient.

Recipients may not charge more than \$29.95 per hour for volunteer time. For professionals who are volunteering their time in their professional capacity (i.e., a professional photographer who is taking photos for a project), please list their normal hourly rate and bill as such.

Backup documentation must include proof of expenses, items, activities, and costs paid in relation to the awarded funds. Match must be itemized, fully documented, and reported separately when requesting reimbursement.

All invoices for reimbursement shall be emailed to PCPWContractServices@piercecounitywa.gov no later than **December 31, 2024. Failure to do so could result in rescinding of funding as set forth in Section 7.**

3.0 REFUNDS

The Recipient shall refund to the County any payment or partial payment expended by the Recipient or its Subcontractors, which is subsequently found to be ineligible, inappropriate or illegal. Further, the Recipient shall refund to the County any funds remaining at the end of the period of performance.

<u>xxx</u>			
FY2024 Task Budget Worksheet			
ITEM (Please Itemize)	PIERCE COUNTY GRANT FUNDS	RECIPIENT MATCHING FUNDS	TOTAL PROJECT COST
Contractor(s)	\$	\$	\$
Administration (office expenses including copies, rent, janitor, utilities, phone, taxes, office supplies, etc.)	\$	\$	\$
Supplies	\$	\$	\$
Marketing/Promotion	\$	\$	\$
Travel (IRS 2022 standard mileage rate \$0.585 per mile)	\$	\$	\$
Consultant(s)	\$	\$	\$
Construction/Labor	\$	\$	\$
In-Kind Volunteer Hours* (2022 rate is \$29.95 per hour)		\$	\$
Other	\$	\$	\$
TOTALS	\$	\$	\$

GENERAL CONDITIONS

All the above recitals are incorporated herein.

1.0 PURPOSE

The purpose of this Agreement is to set forth the responsibilities and obligations of the County and the Recipient concerning the management and expenditure of grant funds to help promote historic preservation of cultural resources throughout Pierce County.

2.0 FUNDING

The County has agreed to reimburse the Recipient up to the amount shown in the Compensation Section to complete the project as set forth in the Statement of Work.

Maximum grant amounts fall into two categories:

- 1) \$35,000 for stabilization, restoration, or rehabilitation of local (CLG) register-listed buildings or structures; and
- 2) \$15,000 for photographic/document preservation, historic markers, history research, and public events/programming. (The Commission reserves the right to award higher levels if additional funding becomes available.)

Matching resources, equal to the requested grant amount, comprised of cash or in-kind donations are required. While the grant cannot fund expenses incurred prior to the effective date of the agreement, unless specifically authorized, the matching fund portion *may* include volunteer or staff time incurred after Commission recommendation for approval of the project.

3.0 ACCOUNTING AND PAYMENT FOR SERVICES

Payment to the Recipient for services rendered under this Agreement shall be as set forth in the Compensation Section. Where this Agreement requires payments by Pierce County, payment shall be based upon billing, supported by documentation of eligible work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested.

4.0 SCOPE OF RECIPIENT'S SERVICE

The Recipient agrees to provide to the County services and any materials set forth in the project narrative identified as Statement of Work, during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

5.0 USE OF FUNDS

The funds shall be used solely for the activities described in the Statement of Work, and accounted for in Compensation.

6.0 CONTRACT PERIOD

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

This Agreement shall be effective on _____, 2024 and terminate on December 31, 2024.

7.0 REIMBURSEMENT PROVISION

Grant funds will be disbursed after the project is satisfactorily completed and all required documentation and paperwork for reimbursement are submitted to, and approved by, the County within the timeframe specified in the Agreement. All invoices shall be submitted for reimbursement prior to the termination date. If agreement deadlines are not met, funding will be rescinded.

8.0 ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer.

9.0 INDEPENDENT CONTRACTOR

The Recipient's services shall be furnished by the Recipient as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Recipient as an independent contractor.

The Recipient acknowledges that the entire compensation for this Agreement is specified in the compensations section and the Recipient is not entitled to any County benefits including, but not limited to vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to the County employees. The Recipient represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

The Recipient will defend, indemnify and hold harmless the County, its officers, agents, or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

10.0 NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Agreement by the Recipient shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Recipient or any employee of the Recipient or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

11.0 TAXES

The Recipient understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Recipient authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Recipient will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Recipient to make the necessary estimated tax payments throughout the year, if any, and the Recipient is solely liable for any tax obligation arising from the Recipient's performance of this Agreement. The Recipient hereby agrees to indemnify the County against any demand to pay taxes arising from the Recipient's failure to pay taxes on compensation earned pursuant to this Agreement.

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Recipient must pay all other taxes including, but not limited to Business and Occupation Tax, taxes based on the Recipient's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

12.0 COMPLIANCE WITH LAWS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. Unless specifically noted to the contrary, the Recipient shall obtain all permits, authorities, and approvals necessary to implement this project.

Recipient shall comply with all relevant federal, state, and local laws. Specifically, but not by way of limitation, Recipient shall comply with Revised Code of Washington (RCW) 39.12 (Prevailing Wages on Public Projects) if and as applicable. Prevailing wage work means work, construction, alteration, repair or improvement that is performed at a cost to the state or any other public agency. This includes, but is not limited to, construction, reconstruction, maintenance, replacement or repair, such as demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. Recipient shall contact Pierce County Contract Compliance with any questions, or for additional information, related to prevailing wages on public projects or other compliance requirements at 253-798-7456.

13.0 RIGHT TO REVIEW

This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials, which the COUNTY deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

The Recipient shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

14.0 DEFENSE AND INDEMNITY AGREEMENT

The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elected 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, 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, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Recipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

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 (i) the County or its agents or employees, and (ii) the Recipient or the Recipient's agents or employees."

15.0 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Recipient expressly waives its immunity under Title 51 of the Revised Code of Washington, 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 the Recipient. This waiver is mutually negotiated by the parties to this Agreement.

16.0 VENUE AND CHOICE LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17.0 WITHHOLDING PAYMENT

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

18.0 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 or 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.

19.0 RECIPIENT COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment received from the Recipient concerning this Agreement shall be binding upon the Recipient, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Recipient to fulfill such a commitment shall render the Recipient liable for damages to the County. A

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

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.

20.0 PROPERTY

It is the County's policy that non-expendable property required for this project not be purchased with County funds. When specialized equipment is necessary and purchase of such equipment is approved by the Contracting Officer, it shall be detailed in the contract budget. Such property shall be properly accounted for and maintained.

21.0 PATENT/COPYRIGHT INFRINGEMENT

Recipient 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 Recipient infringes any patent or copyright. The Recipient 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:

- a. That Recipient shall be notified promptly in writing by County of any notice of such claim.
- b. Recipient 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.

22.0 MODIFICATIONS

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

23.0 TERMINATION FOR DEFAULT

If the Recipient defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Recipient in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Recipient shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Recipient. The Recipient shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Recipient was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

24.0 TERMINATION FOR PUBLIC CONVENIENCE

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

25.0 DISPUTES

25.1 General

Differences between the Recipient and the County, arising under and by virtue of the Contract Documents 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 promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

25.2 Notice of Potential Claims

The Recipient shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Recipient has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Recipient believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Recipient shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

25.3 Detailed Claim

The Recipient shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Recipient has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26.0 CONFIDENTIALITY

The Recipient, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Recipient in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Recipient shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Recipient shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Recipient's breach of this provision.

27.0 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Recipient to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett Ave Suite 100, Tacoma, WA 98402-5603. Notice to the Recipient for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

28.0 SEVERABILITY

If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications 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.

29.0 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 the parties hereto.

30.0 WAIVER OF NON-COMPETITION

Recipient irrevocably waives any existing rights which it may have, by agreement or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Recipient further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

31.0 SURVIVAL

The provisions of paragraphs 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 25, 26, 29, 30, 32 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

32.0 OFFICIAL BENEFITS PROHIBITED

No federal, state, or local elected or appointed official, nor members of their families, nor their business associates, shall be admitted to any share or part of the funds provided by this Agreement, nor to any benefit to arise therefrom.

The Recipient hereto shall maintain a Code of Conduct which shall govern his/her performance in the award and administration of this, or any other contracts or procurement actions funded in whole or in part by funds made available hereunder. The Recipient shall not participate in the selection, award, or administration of any such contract if a conflict of interest, real or apparent, would exist.

33.0 MWBE

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Recipient is encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, the Recipient is encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Planning & Public Works Department, 2702 S 42nd St Suite 109, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

34.0 EQUAL EMPLOYMENT OPPORTUNITY

Upon execution of this contract, the Recipient shall comply with the Equal Employment Opportunity requirements set forth below. The Recipient shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

No person or firm employed by the Recipient shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.

The Recipient shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

35.0 ENTIRE AGREEMENT

This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties. Recipient acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 9, 14, 21, and 26, are totally and fully part of this contract and have been mutually negotiated by the parties.

**SAMPLE DOCUMENT FOR REFERENCE ONLY.
FINAL AGREEMENT SUBJECT TO CHANGE.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last specified below.

Name:

PIERCE COUNTY:

Name

Approved as to Legal Form only:

Signature

Date

Deputy Prosecuting Attorney

Date

Title of Signatory Authorized by Firm Bylaws

Address:

Deputy Director
Planning and Public Works

Date

E-mail address

Finance Director

Date

