

## Tacoma Community Workforce Advisory Committee

### Mark-up of Comments on Draft Community Workforce Agreement (CWA) from Meeting 4

\*Note: Committee members are welcome to add additional comments in the right hand column and forward them to Karen for distribution next week.

Draft CWA Text	Advisory Committee Member Comments
<p style="text-align: center;"><b>PREAMBLE</b></p> <p>This Community Workforce Agreement (CWA) is entered into _____, 2019 by and between the City of Tacoma (hereafter referred to as “City”), and _____ (“Labor Organizations” or “Unions”) and its members and affiliates representing organized labor, acting on its own behalf, and on behalf of its respective affiliates and members whose names are affixed hereto and who have, through their duly authorized officers executed this Agreement, and _____ (“Contractor Organizations”) representing general and specialty contractors, acting on its own behalf and on behalf of its respective affiliates and members whose names are affixed hereto and who have, through their duly authorized officers executed this Agreement.</p>	<ul style="list-style-type: none"> <li>• AGC doesn’t represent all potential contractors</li> <li>• A PLA avoids the problem of AGC not representing all contractors</li> <li>• Additional signatories could be added</li> <li>• AGC doesn’t think either a CWA or PLA are legal—CWA’s because the contractors are not at the table in negotiating the document, and A PLA because it is compels certain terms and conditions on workers</li> <li>• Tacoma should simply accomplish its goals through policy, rather than seeking an agreement with labor and contractors</li> <li>• AGC cannot bind its members</li> <li>• Contractors may not want AGC to negotiate an agreement that will bind them (contractors)</li> <li>• CWAs may conflict with contractors collective bargaining agreements.</li> <li>• Eliminate this section (T. Attebery)</li> </ul>
<p style="text-align: center;"><b>PURPOSE</b></p> <p>This Agreement, is intended to augment the processes and outcomes of the City’s Small Business Enterprise (“SBE”) and Local Employment Apprenticeship (“LEAP”) programs. The purpose of this Agreement is to promote workforce development in economically distressed areas, employment diversity, veteran preference, and lower barriers for, and increase the utilization of, minority and women owned contractors.</p>	<ul style="list-style-type: none"> <li>• There is a conflict between these two goals in a CWA</li> <li>• The goals are important</li> <li>• CDWA creates problems in meeting these goals</li> <li>• Important to provide opportunities for workers and identify talent for contractors</li> <li>• We need a clear definition of WMBEs—otherwise they could be very large, highly profitable firms. Even DBEs should be defined. Recommend using state definition for WMBEs that are state certified.</li> <li>• Concerned that the CWA moves the City away from awarding bids to the lowest bidder.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Untrained workers can create significant liability for contractors: we need trained people.</li> <li>• Apprenticeship requirements cost contractors- - could we find a way for this cost to be borne by someone other than the contractor?</li> <li>• Getting a responsive bidder is more important than the low bidder—we need a fair playing field. A point system or similar may help here.</li> <li>• These CWAs just dump the aspirational goals onto contractors.</li> <li>• A point system—similar to that used by Seattle and Tacoma would be a constructive alternative.</li> <li>• If the only issue in awarding bids is the cost, it reinforces institutional racism.</li> </ul>
<p style="text-align: center;"><b>ARTICLE I</b> <b>SCOPE OF AGREEMENT</b></p> <p>Section 1.1 This CWA applies and is limited to the recognized and accepted historical definition of public works under the direction of and performed by Contractors of every tier. Public works, also called Project Work, shall include site preparation and dedicated off site work. All City of Tacoma administered public works projects with a project construction budget plus contingency of \$5 million and over at the time of bid shall be covered by this CWA, except when exempted by the City Manager for general government projects, or the Director of Utilities for projects by Tacoma Public Utilities. Contractors of every tier who perform Project Work, and all Labor Organizations who provide representation to workers must agree to accept and be bound by all CWA terms and conditions, and sign a Letter of Assent.</p>	<ul style="list-style-type: none"> <li>• Threshold should be lower—perhaps \$2.5M; There are too few projects greater than \$5M for this to have much impact in Tacoma</li> <li>• Any project –public or private—receiving public benefits from the City should be subject to the CWA requirements/policy goals.</li> <li>• Need to clarify the basis on which exemptions could be made from applying the CWA. Example: emergencies</li> <li>• The smaller the project, the greater the likelihood that you will have problems with conditions that require apprentices or priority hires—the labor force is smaller and less flexible on smaller projects.</li> <li>• Threshold should be at least \$5M</li> </ul>

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<p>Section 1.2. Nothing herein shall prohibit, restrict or interfere with any operation, work, or function of the City's existing Small Business Enterprise ("SBE") program, or the City's Local Employment Apprenticeship ("LEAP") program. The parties acknowledge and agree that in any conflict between the City's SBE and LEAP ordinances and this CWA, the provisions of the City ordinances shall control.</p> <p>Section 1.3. This CWA is binding on the signatory parties hereto, Labor Organizations, and Contractors who sign a letter of assent; it does not apply to their parent companies, affiliates or subsidiaries.</p> <p>Section 1.4. The City has the right in its sole discretion to award to the best and lowest responsive and responsible bidders for project contracts without reference to the existence of any agreements between such bidder and any party to this Agreement; provided that on Covered Projects by the CWA such bidder assents to sign a letter of assent to be bound by this Agreement, should the bidder be designated the successful bidder.</p> <p>Section 1.5. On Covered Projects, any craft or trade identified in RCW Chapter 39.12 (Prevailing Wages) will be subject to the CWA.</p> <p>Section 1.6. This CWA does not apply to City employees and nothing herein shall prohibit or restrict City employees from performing Project Work. Once work</p>	<ul style="list-style-type: none"> <li>• Need to define what constitutes the “best” bid in advance.</li> </ul>

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<p>or portions of work on the Covered Projects is completed and accepted by the City, the Agreement will have no further force or effect on such work.</p> <p>Section 1.7. The City, in its sole discretion, may manage, terminate, change, delay and/or suspend any or all portions of the City’s contract on a specific Covered Project.</p> <p>Section 1.8. The liability of any Contractor and the liability of any Labor Organizations under this Agreement shall be several and not joint. The Labor Organizations agree this Agreement does not have the effect of creating any joint employer status between or among the City and any Contractor.</p>	
<p style="text-align: center;"><b>ARTICLE II EMPLOYMENT DIVERSITY</b></p> <p>Section 2.1. The City will set a requirement for each project that directs the Prime Contractor on a Covered Project to utilize workers from economically distressed ZIP codes (“Priority Workers”), including goals for the employment of women and persons of color for a specified share of total hours worked on the project by apprentices and journey-level workers. Workers that qualify towards those requirements shall be called “Priority Workers.”</p> <p>Section 2.2. Labor Organizations covered by this Agreement shall initially dispatch Priority Workers until the goals are achieved, and shall continue to prioritize the dispatch of such workers even after the required goals</p>	<ul style="list-style-type: none"> <li>• Small WMBE firms should be exempt from the requirements of the CWA—whether they are the prime contractor, or hired as subcontractors.</li> <li>• Over-arching CBAs would need to include any exemption for WMBE firms and in our experience, unions will not agree to this.</li> <li>• Requiring that priority hire workers be dispatched by the union halls undercuts the goals (See also: Section 6.2 that says dispatched labor doesn’t need to come from union halls)</li> <li>• Other entities can dispatch apprentices – but not through the union halls. Example: CITC</li> <li>• The CWA compels me as a contractor to do things that I didn’t negotiate</li> <li>• Instead of using union halls for dispatch, rephrase that to speak about the entire workforce system—Let Workforce Center have the first round of deployments.</li> </ul>

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<p>are achieved. The Labor Organizations shall prioritize dispatch of Priority Workers who are residents of Tacoma ZIP codes first, and then dispatch Priority Workers from ZIP codes in Pierce County, and then Priority Workers from any other economically distressed ZIP code (Attachment B). Labor hours performed by workers living outside of Washington will be excluded from priority worker calculations that the City performs when calculating whether required percentages of total Priority Worker hours were achieved.</p> <p>Section 2.3. Upon referral or dispatch from a Union, refusal by a Prime Contractor or Contractor to employ the dispatched worker (also known as a “turnaround”), requires a written explanation from the Contractor that shall be copied to the Prime Contractor (if different), City and affected Union, within two business days. The City shall make such turnaround explanations available in a timely way to other interested stakeholders, redacted as appropriate and subject to limitations of law.</p> <p>Section 2.4. If the signatory Labor Organizations are unable to fill a request for employees within two (2) business days, the Contractor shall request a referral from the City Job and Training Coordinator. If the City is unable to refer a worker that can satisfy the request, the City, Union and Contractors shall make any other reasonable efforts to comply with priority hire requirements and goals as practicable given the needs of the work to be performed.</p> <p>Section 2.5. The Unions and Contractors agree to</p>	<ul style="list-style-type: none"> <li>• I would be interested in a 2-tier goal measure—can I meet this on this particular project OR across my entire company. Many of my employees work on multiple jobs in a single day.</li> <li>• Tracking the qualifications of subcontractors, who may be on a job for a few hours or days, adds significantly to administrative costs.</li>   <li>• Can we incorporate flexibility as to who dispatches priority hires? In addition to or other than Unions?</li> <li>• As a contractor, I cannot hold my project in abeyance for 2 days --or more-- waiting for a qualified worker.</li> </ul>

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<p>maintain copies of all worker requests on Covered Projects. The City may review and inspect any worker requests.</p>	
<p style="text-align: center;"><b>ARTICLE III APPRENTICESHIP UTILIZATION</b></p> <p>Section 3.1. The parties and assenting Contractors agree to utilize apprentices from Washington State Apprenticeship Training Council (WSATC) programs for total hours established within the City contract for the Covered Project for no less than 15% and no more than 20% of total project hours on each project with the exact requirement set by the City. The Prime Contractor shall provide a copy of their apprenticeship utilization plan to the City. The Prime Contractor's apprenticeship utilization plan will be reviewed by the City and appropriate efforts by all parties to this Agreement shall be taken to increase utilization.</p> <p>Section 3.2. The parties and assenting Contractors agree to hire and facilitate utilization of those WSATC apprentices on Covered Projects and to facilitate the participation of people of color, women and persons from economically distressed areas. The City will establish a goal for labor hours performed by female apprentices and people of color who are apprentices, for each project and may substitute other efforts to meet the intent. The apprenticeship utilization plan provided by the Prime Contractor shall describe how the Prime Contractor will achieve the goals for utilization of apprentices who are people of color and women.</p>	<ul style="list-style-type: none"> <li>• Apprenticeship goals are impossible to meet in some types of work. There are not apprentice "flaggers".</li> </ul>

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<p style="text-align: center;"><b>ARTICLE IV VETERAN EMPLOYMENT</b></p> <p>Section 4.1. This CWA desires to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (“Center”), the Center’s “Helmets to Hardhats” program, and other appropriate veteran programs, to serve as resources for preliminary orientation, assessment of construction aptitude, referral to WSATC registered apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.</p> <p>Section 4.2. The Labor Organizations, Contractors and City agree to coordinate with the Center and other appropriate veteran referral sources, to maintain an integrated database of veterans interested in working on Covered Projects, and of apprenticeship and employment opportunities for Covered Projects. To the extent permitted by law, the Labor Organizations will give credit to such veterans for bona fide, provable past experience.</p> <p>Section 4.3. This agreement will include Helmets to Hard Hats qualified applicants and other qualified veteran applicants from within the economically distressed ZIP codes as defined by the City, as part of the Priority Worker hours that the contract shall require the Prime Contractor to achieve for the Covered Project.</p>	

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<p style="text-align: center;"><b>ARTICLE V PREFERRED ENTRY</b></p> <p>Section 5.1. The parties seek to construct and expand pathways to good jobs and lifetime careers for Priority Workers, women and people of color, through collaborative workforce development systems that also likely includes community-based training providers and WSATC registered apprenticeship programs. This facilitates a workforce reflective of the diversity and needs of Tacoma and the local region, supporting goals of workforce inclusiveness.</p> <p>Section 5.2. This CWA establishes a Preferred Entry program that will identify individuals, especially women, people of color, and those from economically distressed ZIP codes as defined by the City, who meet entry standards for WSTAC apprenticeship programs that allow qualified preferred entry applicants into their programs. Preferred Entry candidates shall be placed with Contractors working on Covered Projects, subject to an interview if requested by the Contractor. Selected Preferred Entry candidates who are not already first year apprentices shall become first period apprentices.</p> <p>Section 5.3. The Prime Contractor shall ensure one (1) of each five (5) apprentices on the Covered Project is from a recognized Pre-Apprenticeship program. Such programs include the Tacoma Training and Employment Program (TTEP), the Clover Park Construction Technology Program, Apprenticeship and Non-Traditional Employment Program for Women (ANEW), YouthBuild, or</p>	



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<p>other City approved programs that serve people living in economically distressed ZIP codes, people of color, women and/or veterans.</p> <p>Section 5.4. The Labor Organizations and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Covered Projects. The City, labor Organizations and Contractors recognize Preferred Entry Apprentices that are still completing their first 1500 hours of employment.</p> <p>Section 5.5. If a preferred entry apprentice leaves, Contractors will replace that apprentice with another from the preferred entry program.</p> <p>Section 5.6. The hours worked by eligible Preferred Entry qualified applicants hired from such distressed economic ZIP codes will count towards accomplishment of the Priority Worker requirements.</p>	
<p style="text-align: center;"><b>ARTICLE VI</b></p> <p style="text-align: center;"><b>UNION RECOGNITION AND RESPONSIBILITIES</b></p> <p>Section 6.1. The Contractor(s) recognize the signatory Labor Organizations as the sole and exclusive bargaining representatives for all workers covered by this CWA who are Union members and working for a Contractor signatory to a collective bargaining agreement other than this CWA. Such workers shall remain members in said Union during the project.</p>	

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<p>Section 6.2. No worker shall be required to become a member of a Union to be eligible for employment under this CWA. No Contractor shall be required to become affiliated with the Union to be eligible for work under this CWA, and there shall be no limits on the Contractors utilization of its own employees.</p> <p>Section 6.3. Union representatives shall have reasonable access to Covered Projects, provided they do not interfere with the work of the workers and if such representatives fully comply with the visitor, safety and security rules established for Covered Projects.</p> <p>Section 6.4. The Business Representative(s) for each of the local Unions signatory hereto shall have the right to designate for each shift worked with each Contractor one (1) working journey-level represented worker as Steward for all represented craft personnel, who shall be recognized as a Union representative. Such designated Stewards shall be qualified workers assigned to a crew and shall perform the work of their craft.</p> <p>Section 6.5 Working Stewards shall be paid at the applicable wage rate for the job classifications in which they are employed.</p> <p>Section 6.6. Steward(s) for each craft of the Unions employed on Covered Projects shall be permitted on Covered Projects site at all times. They shall not be subjected to discrimination or discharge for performing proper union business. The Unions agree that such business shall not unreasonably interfere with the</p>	<ul style="list-style-type: none"> <li>• Critical to keep Section 6.2 in the document (T. Attebery)</li> </ul>

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<p>Steward's work for the Contractor.</p> <p>Section 6.7. The employee selected as Steward shall remain on the job if there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions prior written notice before discharging a Steward.</p> <p>Section 6.8. The Steward may not cause or encourage a work stoppage and, if found guilty of instigating such action, will be subject to disciplinary action by the Contractor, including discharge.</p> <p>Section 6.9. The Steward's duties shall not include hiring and termination.</p> <p>Section 6.10. The Stewards shall be given the option of working all reasonable overtime within their craft and shift provided they are qualified to perform the task assigned.</p> <p>Section 6.11. During this CWA, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, any applicable local Union or by any worker, and there shall be no lockout by the Contractor. Failure of any Union, local Union or worker to cross any picket line established at Covered Project sites violates this Article.</p> <p>Section 6.12. The signatory Labor Organizations and every applicable local Union shall not sanction, aid or</p>	

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<p>abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No worker shall engage in activities that violate this Article. Any worker who participates in or encourages any activities that interferes with normal operations on a Covered Project, shall be subject to disciplinary action, including discharge, and if justifiably discharged shall not be eligible for rehire on the project for a period of not less than ninety (90) days.</p> <p>Section 6.13. Neither the Union nor any applicable Local Union shall be liable for acts of workers for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the workers the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.</p>	

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<p style="text-align: center;"><b>ARTICLE VII SUBCONTRACTING</b></p> <p>Section 7.1. Every Contractor of any tier agrees that they will not subcontract any Covered Project work except to a person, firm or corporation who has signed a letter of assent to this CWA. Any Contractor working on the Project shall, as a condition to working on said Project, perform all work exclusively under this Agreement.</p> <p>Section 7.2. The Prime Contractor, City, the Unions and the Contractor Organizations commit to provide outreach, and train, mentor and support woman and minority contractors on any Covered Project. The City, Prime Contractor and Unions also will provide training and assistance about working under the CWA to any interested contractor and those contractors who may wish to bid on such work.</p> <p>Section 7.3. Any Contractor conducting a bid process for work to be performed for a Covered Project, shall notify all bidders of the requirement to comply with the terms and conditions of this CWA.</p> <p>Section 7.4. If a Contractor of any tier subcontracts any work covered by this Agreement, such subcontractors of all tiers, shall sign letter of assent to this CWA, prior to beginning work on the Project.</p> <p>Section 7.5. The parties agree that open shop contractors of any tier often have employees, which they</p>	<ul style="list-style-type: none"> <li>• Critical to keep Section 7.5 in document. (T. Attebery)</li> </ul>

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<p>use commonly on their work and who contribute to the efficiency and competitiveness of those open shop contractors. The parties agree there are no barriers for open shop Contractors to compete effectively on projects covered by the CWA without displacing their own workers to do so. The open shop contractor may bring employees onto the Covered Project.</p>	
<p style="text-align: center;"><b>ARTICLE VIII DISPUTES AND GRIEVANCES</b></p> <p>Section 8.1. This CWA promotes close cooperation between management and labor. Each Union will assign a representative to ensure Covered Projects are completed economically, efficiently, continuously, and without interruptions, delays, or work stoppages.</p> <p>Section 8.2. The Contractors, Unions, and workers, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of project work and agree to resolve disputes under the grievance arbitration provisions herein.</p> <p>Section 8.3. Any dispute on a Covered Project that is specific to labor relationships shall be considered a grievance and subject to resolution under the following. The Prime Contractor and City shall be given copies of all notices and invited to participate in any meetings or proceedings. Failure of the grieving party to adhere to the time limits established renders the grievance null and</p>	

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<p>void. The time limits established may be extended by written mutual consent of the parties at the step where the extension is agreed.</p> <p>Step 1. If a worker, Contractor or Union subject to this CWA feels aggrieved by a labor issue, the worker may give notice to their Union representative. Within ten (10) business days after becoming aware of the grievance, the Union representative (which may be the business agent or the Steward) shall give verbal or written notice to the Contractor's worksite representative. The notice shall describe the violation(s) and provision violated.</p> <p>The Union representative and Contractor's work-site representative shall meet or discuss the dispute within 3 business days after such notice. Each party may keep meeting minutes and send a copy to the other. If the discussion does not resolve the issue, either party may escalate the grievance to Step 2.</p> <p>Step 2. To escalate the grievance into Step 2, the Union may, within two (2) business days after the discussion, send a written notice to the Contractor setting forth the alleged violation(s), providing a description, the date on which the violation(s) provoking the grievance occurred, and the provisions of the CWA that are alleged to have been violated. The Union will send a copy to the City.</p> <p>The local Business Manager and/or their designee and the Prime Contractor and sub-tier Contractor (if any),</p>	

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<p>shall meet within seven (7) business days after the written notice was delivered to the Contractor, to arrive at a satisfactory agreement. The meeting will be scheduled to also include a designee of the Director on behalf of the City. The City will take meeting minutes and share with the Prime Contractor, sub-tier Contractor (if applicable), and the Union as soon as practicable after the meeting, which is intended to be within two (2) business days.</p> <p>Step 3. (a) If the grievance has not been resolved within five business days under Step 2, either party may request that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).</p> <p>(b) The Arbitrator shall have the authority to decide only issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from this Agreement.</p>	



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<p style="text-align: center;"><b>ARTICLE IX TERM</b></p> <p>Section 9.1. This agreement shall commence upon execution by all parties and shall continue in full force for a period of _____. The parties may mutually agree to amendments or modifications of this agreement.</p> <p>Section 9.2. The agreement shall continue in full force and effect for each Covered Project throughout the duration of each project and until the last of the Covered Projects concludes.</p>	
<p style="text-align: center;"><b>ARTICLE X GENERAL CONDITIONS</b></p> <p>Section 10.1. Entire Agreement. This Agreement and any documents attached as exhibits thereto contain the entire agreement between the Parties as to the subject matter hereof and supersedes all prior discussions and understandings between them with reference to such subject matter.</p> <p>Section 10.2. Modification. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized representative of each party hereto in the same manner as such party has authorized this Agreement.</p> <p>Section 10.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit</p>	

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<p>of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired its interest in compliance with the terms of this Agreement, or under law.</p> <p>Section 10.4. Notices. All notices which may be or are required to be given pursuant to this Agreement shall be in writing and delivered to the Parties at the following addresses:</p> <p>Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered when actually delivered pursuant to the records of such courier, (c) sent by email transmission to the party and its counsel, receipt of which has been confirmed by telephone, and by regular mail, in which case notice shall be deemed delivered on the next Business Day following confirmed receipt, or (d) hand delivered, in which case notice shall be deemed delivered on the date of the hand delivery. The above addresses and email addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.</p>	

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<p>Section 10.5. Waiver. No waiver by any party of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing by the party granting the waiver; and no such waiver shall be construed to be a continuing waiver. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.</p> <p>Section 10.6. Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other party.</p> <p>Section 10.7. Applicable Law; Jurisdiction. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to the jurisdiction in the Pierce County Superior Court for the State of Washington or in the United States District Court for the Western District of Washington.</p>	

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<p>Section 10.8. No Joint Venture. Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, except as may be otherwise expressly provided herein.</p> <p>Section 10.9. Attorneys' Fees. In the event any proceeding is instituted to interpret or enforce any provision or resolve any dispute under this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, each party shall bear its own attorneys,' paralegals, accountants,' and other experts' fees and all other fees, costs, and expenses.</p> <p>IN WITNESS WHEREOF, the Parties hereto have executed this document as of the day and year first above written.</p>	