

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 12-A058	An Interlocal Agreement Between The City of SeaTac, Des Moines, Covington, Pacific and the City of Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.
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**Term:** 02/29/12 thru Ongoing

**Reference to:** N/A      **Approved:** Administrative

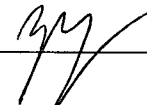
**Department/Contact:** City Manager's Office

<b>Amendments:</b>	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
	1		08/29/12	Include King County LBP requirements, name changes for city staff and allocations.

**Comments:** \_\_\_\_\_

**Bid List for Destruction:** N/A

**Retain this record until after:** 10 years after termination

**Date Reviewed by Deputy City Clerk:** <sup>Acting</sup> 9/19/12 

12-021(a)  
Council Approval 5/21/12

CITY OF SEATAC  
RECEIVED

SEP - 5 2012

TIME: \_\_\_\_\_  
CITY CLERK'S OFFICE

CITY OF TUKWILA  
INTERLOCAL AGREEMENT

Amendment # 1

Between the City of Tukwila and the cities of SeaTac, Des Moines, Covington and Pacific

That portion of the Interlocal Agreement between the City of Tukwila and the Cities of SeaTac, Des Moines, Covington and Pacific is amended as follows:

Section 2.F.2 is amended to read as follows:

No City shall use more funds than have been annually allocated to it by King County for a minor home repair program as referenced in Exhibit A-2. However, if a City is unable to spend its portion of the funds by the 3<sup>rd</sup> quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

Section 2.F.3 is amended to read as follows:

Abide by additional requirements outlined in Exhibit B-2, attached hereto and incorporated herein by this reference.

Exhibit A and Exhibit B to the Interlocal Agreement are deleted and hereby replaced with Exhibits A-2 and B-2. Exhibits A-2 and B-2 are fully incorporated for all purposes into this Agreement.

All other provisions of the contract shall remain in full force and effect.

Dated this 29<sup>th</sup> day of August, 2012.

4<sup>th</sup> of 5 originals

AGREEMENT NO. 12-A058

**EXHIBIT A -2**

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

**CALENDAR YEAR 2012 – May 31<sup>st</sup>, 2013**

<b>Name of Agencies</b>	<b>Participating Cities &amp; Tentative Funding</b>	
Qualified contractors	Tukwila - Lead City	\$26,825
	Des Moines	\$25,825
	SeaTac	\$27,825
	Covington	\$26,825
	Pacific	\$16,825
	Environmental Review	\$2,000
	Lead Based Paint	\$5,000
	Other	\$1,175
	<b>TOTAL</b>	<b>\$132,300</b>

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Number of unduplicated households in Tukwila	0	3	5	3	11	3	0	14
Number of unduplicated households in SeaTac	0	3	3	5	11	3	0	14
Number of unduplicated households in Des Moines	0	3	3	3	9	3	0	12
Number of unduplicated households in Covington	0	4	6	4	14	1	1	16
Number of unduplicated households in Pacific	0	0	1	2	3	2	2	7
Cumulative Total for all Cities	0	13	18	17	48	12	3	63

2. The Contractor agrees to provide, at minimum, the following cumulative hours of service:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Minor Home Repair hours in Tukwila	0	8	8	12	28	12	0	40
Minor Home Repair hours in SeaTac	0	8	10	12	30	12	0	42
Minor Home Repair hours in Des Moines	0	8	8	10	26	10	0	36
Minor Home Repair hours in Covington	0	12	18	12	42	3	3	48
Minor Home Repair hours in Pacific	0	0	4	4	8	4	4	16
Cumulative Total for all Cities	0	36	48	50	134	41	7	182

The funds provided under this Exhibit shall be used to pay for the costs associated with the provision of these units of service.

3. Environmental Review Records

- a. The Contractor shall complete and sign a Site Specific Environmental Review (ER) Checklist, known as a Tier 3 review, for every individual job, before any work begins. This checklist allows Minor Home Repair (MHR) staff to proceed with certain types of projects without obtaining King County approval first, including projects involving maintenance, emergency repairs, grab bars or in pre-approved mobile home parks.
- b. The Contractor shall submit all Site Specific ER Checklists to the Housing and Community Development (HCD) Environmental Review Specialist quarterly with invoice submittal. The Contractor shall keep hard copies on file.
- c. If the MHR staff checks "no" to all questions numbers 1-4 on a Site Specific Environmental Review Checklist, then MHR staff shall submit information to the King County ER Specialist and work shall not begin until the ER Specialist notifies Contractor staff that an ER for that site (Tier 3) is complete. These reviews shall be submitted along with at least one picture of the project house.
- d. The MHR staff shall provide the HCD ER Specialist information concerning the following regulations for Tier 3 reviews, as determined in the Tier 1, Five-Year Programmatic ER (published Dec. 2010):
  - i. Section 106: Historic Preservation and Archaeology;
  - ii. Toxic Chemicals; and
  - iii. Flood disaster Protection Act (flood insurance).

4. Lead-Based Paint (LBP) Requirements

- a. Contractor shall complete the HCD Supplementary Lead Based Paint Checklist for all repairs on houses built prior to 1978 and submit copies to HCD Project Manager with Quarterly Billing Invoice Package as outlined in Section III.B. of this Exhibit.
- b. Contractor shall procure a neutral third party lead based paint certified contractor hired specifically to assess LBP threshold determinations (with the exception of those re-occurring activities that have been pre-determined to not disturb paint).

The sub-contractor(s) shall not complete the LBP work on homes they have assessed and shall refer his/her determinations back to the Contractor to coordinate all LBP housing repairs and clearance through King County HCD Staff.

- c. Contractor shall monitor job completion and LBP clearance of housing units per Housing Repair LBP standards as set forth in the Minor Home Repair Program Lead Based Paint Requirements and Process.
- d. If a project repair area is over de minimus and has children under the age of six residing in the house, and is over \$5,000 in repair value, the project shall be referred to King County Housing Repair Program by MHR Staff for assessment and completion.
  - i. In these instances, if the City makes the referral and desires to continue funding the repair as a grant, it will be responsible for all additional costs associated with addressing the repairs and the LBP. The Housing Repair Program will bill the MHR Program for the project in an amount adequate to cover all costs associated with the repair and LBP activity. If the MHR Program runs out of funds available for grant transfer referrals, the referrals will be assessed for the traditional non-amortizing loan program through the Consortium's Housing Repair Program, if desired by the client through normal channels of intake, and general HRP process.
  - ii. The estimated HCD cost associated with LBP review, testing, determination and clearance has been determined to be no less than \$500 to cover associated travel and HRP staff time, but will be itemized per project. Multiple tests might be necessary to complete clearance of a project
- e. Lead Based Paint Records

The Contractor shall maintain records documenting compliance with Regulations for Lead-Based Paint Poisoning Prevention in Certain Residential Structures at 24 Code of Federal Regulations (CFR) Part 35. Such records shall include, for each housing unit assisted under this Contract:

- i. Records evidencing that the housing repair was exempt pursuant to 24 CFR Part 35.115; or
- ii. Records evidencing that the scope of the housing repair work did not exceed the de minimus criteria at 24 CFR Part 35.1350(d) and that the Contractor provided the required pamphlet to the occupants of the housing unit pursuant to 24 CFR Part 35.910(b); or
- iii. Records evidencing that the housing repair work was completed in accordance with the procedures specified in 24 CFR Part 35, Subpart J including provision of required notices, and performance of evaluation and clearances.

5. Subcontracted Services

- a. In addition to the requirements of Section XVI. of the Contract, the Contractor shall execute written agreements with each Contractor with which it subcontracts to provide services (hereinafter "Implementing Agency") and shall incorporate into such subcontracts the provisions in Section II.F., Program Requirements, of this Exhibit.
- b. The Contractor shall invoice the County for due and payable invoices of the Implementing Agency or for costs paid by the Contractor for goods, materials or services already provided. The Contractor shall invoice the County after the Implementing Agency has invoiced the Contractor. The Contractor shall include a copy of the Implementing Agency's invoice with its invoice submitted to the County. The Contractor shall ensure that all costs for which the Implementing Agency requests reimbursement are allowable in accordance with OMB Circular A-122 or OMB Circular A-87, as applicable.
- c. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

6. Copyright

If this Contract results in any copyrightable material, King County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Public Information

All marketing materials, news releases and other public notices related to projects funded under this Agreement shall include information identifying the source of funds as the King County Community Development Block Grant Program.

**III. COMPENSATION AND METHOD OF PAYMENT**

- A. The Contractor shall apply the following CDBG funds in accordance with the Line Item Budget below. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300.

1. CDBG Funds

King County CDBG Funds -South Sub-Region	\$132,300
Total CDBG Funds:	\$132,300

2. Line Item Budget

Environmental Review	\$ 2,000
Project Management	\$ 6,500
Office/Operating Supplies	\$ 0
Construction Contracts	\$117,625
Communications	\$ 0
Travel and Training	\$ 0
Lead Based Paint Activities	\$ 5,000
Other Miscellaneous CDBG eligible cost:	\$ 1,175
Total CDBG Funds:	\$132,300

B. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section IV., REPORTING REQUIREMENTS, of this Exhibit in a format approved by the County. All required reports shall accompany the invoice statement in order to receive payment.
2. All required reports must accompany the invoice statement in order to receive payment. The Contractor shall submit invoices to the County in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of the Contractor and shall be accompanied by copies of supporting documents.
3. The Billing Invoice Package is due within 20 working days after the end of the first through third quarter 2012 and the first quarter, 2013.
4. The Contractor shall submit an accrual letter on Contractor letterhead for any unpaid 2012 expenditures by December 14, 2012.
5. The 2012 fourth quarter Billing Invoice Package must be received by close of business on January 7, 2013.
6. The final 2013 voucher must be submitted no later than May 1, 2013.

C. Method of Payment

1. The County shall reimburse the Contractor on a quarterly basis for actual expenditures in accordance with the Line Item Budget in Section III.A.
2. Payment to the Contractor may be withheld for any quarter in which the Contractor has not submitted the reports specified in Section IV., REPORTING REQUIREMENTS, of this Exhibit, or in which said reports are incomplete.
3. The Contractor shall advise the County quarterly of any changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate performance requirements if the County determines that such changes are substantial.



#### IV. REPORTING REQUIREMENTS

The Contractor shall submit electronically the following data reports in a format and to an address provided by the County.

- A. The Contractor shall submit a completed electronic version of the Environmental Review Form to the King County Environmental Review Specialist and place a hard copy with client's applications for repairs in the Contractor's Minor Home Repair Program file.
- B. The Contractor shall submit with each invoice a completed Project Activity Report Form, in a format provided by the County. Each Project Activity Report shall include a narrative with an explanation if actual services are less than 90 percent of the cumulative minimum service requirements as stated in Section II. D.1. and II.D.2. of this Exhibit.
- C. The Contractor shall use the following methods to measure the indicator specified in Section II.F.2. of this Exhibit: Number of units completed.
- D. The Contractor shall submit with the final invoice a completed Project Funding Report form itemizing all funding used for the project, in a format provided by the County.

CITY OF SEATAC

By: Todd Cutts  
Todd Cutts, City Manager

Date: 8/7/12

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:  
Mark S. Johnsen  
Mark S. Johnsen, Sr. Assistant City Attorney

CITY OF COVINGTON

By: Derek Matheson  
Derek Matheson, City Manager

Date: 7-10-12

Attest: Sharon Scott  
[Printed Name] Sharon Scott  
Title: City Clerk

Approved As To Form:  
Sara Springer  
Sara Springer, City Attorney

CITY OF DES MOINES

By: Anthony A. Piasecki  
Anthony A. Piasecki, City Manager

As approved by the City Council in  
open public meeting on 7/12/12

Date: 7/12/12

Attest: Sandy Paul  
[Printed Name] Sandy Paul  
Title: City Clerk

Approved As To Form:  
Susan Mahoney  
Susan Mahoney, Assistant City Attorney  
Tim George

CITY OF TUKWILA

By: Jim Haggerton  
Jim Haggerton, Mayor

Date: August 29, 2012

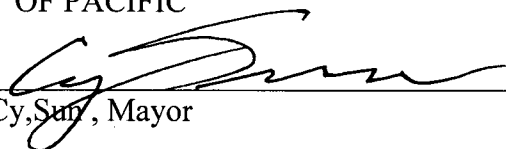
Attest: Melissa Hart  
[Printed Name] Melissa Hart  
Title: Acting City Clerk

Approved As To Form:  
Shelley M. Kerslake  
Shelley M. Kerslake, City Attorney

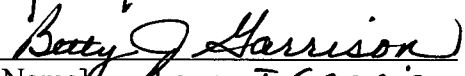
ATTEST/AUTHENTICATED:  
Christy O'Flaherty  
Christy O'Flaherty, MMC, City Clerk

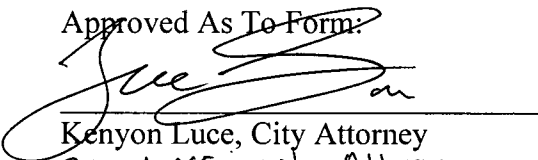
Date approved by City Council \_\_\_\_\_  
(Applicable if contract amount is over  
\$40,000)

CITY OF PACIFIC

By:   
Cy, Sun, Mayor

Date: 6/18/12

Attest:   
[Printed Name] BETTY J. GARRISON  
Title: INTERIM CITY TREASURER

Approved As To Form:  
  
Kenyon Luce, City Attorney  
ZAC LUCE, City Attorney  
WSBA 43642

MAR 05 2012

TIME: \_\_\_\_\_  
CITY CLERK'S OFFICE

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES MOINES, COVINGTON, PACIFIC AND THE CITY OF TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM**

**THIS INTERLOCAL AGREEMENT** ("Interlocal") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac ("SeaTac"), the City of Des Moines ("Des Moines"), the City of Covington ("Covington"), the City of Pacific ("Pacific"), and the City of Tukwila ("Tukwila"), hereinafter referred to as "City" or "Cities," to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila's Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila Covington, Pacific, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, Pacific, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

E. Pacific's Duties

1) Responsible for the implementation of the minor home repair program within Pacific in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Pacific pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

F. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, Pacific and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program as referenced in Exhibit A. However, if a City is unable to spend its portion of the funds by the 3<sup>rd</sup> quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

3) Abide by additional requirements outlined in Exhibit B, attached hereto and incorporated herein by this reference.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 <sup>th</sup> Street, SeaTac, WA 98188 206.973.4815; cbschluter@ci.seatac.wa.us
Des Moines	Code Enforcement Officer, currently Nancy Uhrich 21630 11 <sup>th</sup> Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; nuhrich@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 <sup>st</sup> Street, Ste. 100 Covington, WA 98042 253-638-1110 Ext. 2237; vthrom@covingtonwa.gov
Pacific	Community Services Director, currently Linda Morris 100 3 <sup>rd</sup> Ave SE Pacific, WA 98047 253-929-1150; lmorris@ci.pacific.wa.us
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206.433.7180; eboykan@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law; Venue; Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 29<sup>th</sup> day of February, 2012.

CITY OF SEATAC

By: [Signature]  
Todd Cutts, City Manager

Date: 12/6/11

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:  
[Signature]  
Mark S. Johnsen, Sr. Assistant City Attorney

CITY OF TUKWILA

By: AB [Signature]  
Jim Haggerton, Mayor

Date: 2/29/12

Attest: [Signature]  
[Printed Name] Melissa Hart, CMC  
Title: Deputy City Clerk

Approved As To Form:  
[Signature]  
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: [Signature]  
Anthony A. Plasecki, City Manager  
As approved by City Council in  
open public meeting on 2/23/12  
Date: 2/27/12

Attest: [Signature]  
[Printed Name] Sandy Paul  
Title: City Clerk

Approved As To Form:  
[Signature]  
Susan Mahoney, Assistant City Attorney  
Tim George

CITY OF COVINGTON

By: [Signature]  
Derek Matheson, City Manager


Date: 12/14/11

Attest: [Signature]  
[Printed Name] Sharon G. Scott  
Title: City Clerk

Approved As To Form:  
[Signature]  
Sara Springer, City Attorney



CITY OF PACIFIC

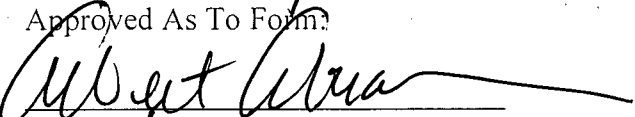
By   
City Sun, Mayor

Date: 1-31-12

Attest: Jane A. Montgomery  
[Printed Name]

Title: City Clerk

Approved As To Form:

  
Albert Abuan, City Attorney

**EXHIBIT A**

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

**CALENDAR YEAR 2012**

<b>Name of Agencies</b>	<b>Participating Cities &amp; Tentative Funding</b>	
Qualified contractors	Tukwila - Lead City	\$25,000
	Des Moines	\$24,000
	SeaTac	\$26,000
	Covington	\$25,000
	Pacific	\$15,000
	Administrative	\$10,000
	<b>TOTAL</b>	<b>\$125,000</b>

**EXHIBIT B**  
**CITY OF SEATAC, DES MOINES, COVINGTON, PACIFIC AND THE CITY OF**  
**TUKWILA**  
**GENERAL REQUIREMENTS**

The following additional requirements apply to each exhibit that is part of this Contract and funded with federal Community Development Block Grant (CDBG) Program funds.

**I. ADDITIONAL REQUIREMENTS—COMPENSATION AND METHOD OF PAYMENT**

A. Municipal Corporations

If the Agency is a municipal corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of the United States Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles For State, Local and Indian Tribal Governments" and those sections of 24 Code of Federal Regulations (CFR) Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements.

B. Not-for-profit Corporations

If the Agency is a nonprofit corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, identified at 24 CFR 570.502 (b), Applicability of Uniform Administrative Requirements. This subsection shall not apply to an agency that is identified in this Contract as a Community Based Development Organization under 24 CFR §570.204(c)(1).

C. Excess Federal Funds

CDBG funds on hand shall not exceed \$5,000 if retained beyond three days unless written approval is received from the County. Any reimbursement in excess of the amount required shall be promptly returned to the County.

D. Program Income

The Agency shall report the receipt and expenditure of all CDBG Program Income, as defined in 24 CFR § 570.500(a), that is generated under this Contract for the purposes specified herein or generated through the project(s) funded under this Contract. All Program Income is to be returned to the County unless the County specifies that it may be retained by the Agency. If the County authorizes the Agency to retain the Program Income to continue or benefit a project or projects, the Agency shall comply with all provisions of the Contract in expending the funds. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section XI, Termination of the Agency Services and Public Entity Services Contracts, or Section IX, Termination of the Special Projects Contract.

## **II. ADDITIONAL REQUIREMENTS—MAINTENANCE OF RECORDS**

### **A. Federal Exceptions to Retention Requirements**

Exceptions to the six year retention period specified in Section VI, Maintenance of Records of the Agency Services and Public Entity Services Contracts or Section V Evaluations, Records and Inspections of the Special Projects Contract are as follows:

1. Records that are the subject of audit findings, litigation, or claims shall be retained until such findings, litigation or claims have been resolved; and
2. The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the County.

### **B. Financial Management Records**

Financial records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 CFR § 85.20 and the OMB Circular A-87 for governmental agencies, 24 CFR § 84.21 and OMB Circular A-122 for Nonprofit Corporations. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

### **C. Employment Records**

If the Agency is a municipal corporation, it agrees to maintain the following data for each of the Agency's operating units funded in whole or in part with CDBG funds provided under this Contract.

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form.

2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

D. Records Regarding Remedy of Past Discrimination

The Agency shall maintain documentation of the affirmative action measures the Agency has taken to overcome prior discrimination if a court or Housing and Urban Development (HUD) has found that the Agency has previously discriminated against persons on the grounds of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds pursuant to 24 CFR Part 121.

E. Additional Records

The Agency shall maintain separate files for each program exhibit including:

1. Notice of Grant Award;
2. Motions, resolutions or minutes documenting Board or Council actions;
3. Correspondence regarding budget revision requests;
4. Copies of all invoices and reports submitted to the County;
5. Bills for payment;
6. Copies of approved invoices and warrants; and
7. Records documenting that costs reimbursed with funding provided under this Exhibit are allowable in accordance with the applicable OMB Circular. Such records include, but are not limited to the following.
  - a. Personnel costs - payroll time sheets for actual salary and fringe benefit costs; time sheets shall signed by a supervisor and, if less than full time, annotated to document percent of time charged against this Exhibit.
  - b. Staff travel - documentation of mileage charges for private auto.
  - c. Copy machine use, postage, telephone use, and office supplies - when these costs are shared with other programs and no invoice is available, log sheets or annotated invoices.
8. Documentation of the solicitation process used to select vendors and subcontractors along with original purchase orders and subcontracts.

III. **ADDITIONAL REQUIREMENTS—NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. Additional Federal Nondiscrimination Requirements

The Agency shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107; and
2. Section 109 of the Housing and Community Development Act of 1974, as amended 42 United States Code (USC) 5301.

B. Prohibited Discriminatory Actions

The Agency may not, under any program or activity to which this Contract may apply, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include, but are not limited to, the following:

1. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;
2. Denying any person services due to limited English proficiency;
3. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
4. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
5. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
6. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
7. Denying any person any opportunity to participate in a program or activity as an employee.

C. Employment Projections

In all solicitations under this Contract, the Agency shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements shall constitute compliance with this Section.

**IV. ADDITIONAL REQUIREMENTS—NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Agency shall comply with 24 CFR § 85.36(e) as amended if the Agency is a municipal corporation, and 24 CFR § 84.44(b)(1)-(5) if the Agency is a nonprofit corporation. In accordance with these regulations, the Agency shall take all necessary affirmative steps to assure Minority and Women Business Enterprise and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include the actions specified in XV E, Small Business and Women Business Enterprise Opportunities of the Agency Services Contract, or XV D, Small Business and Women Business Enterprise Opportunities of the Public Entity Services Contract.

**V. ADDITIONAL REQUIREMENTS—SUBCONTRACTS AND PURCHASES**

**A. Debarred Contractors**

The Agency shall not make any award at any time to any contractor, which is debarred, suspended, or excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

**B. Federal Procurement Requirements**

If the Agency is a municipal corporation, it agrees to comply with procurement requirements specified in 24 CFR § 85.36(b) through (g). If the Agency is a nonprofit corporation, it agrees to comply with procurement requirements specified in 24 CFR § 84.40 through .48. The regulations at 24 CFR § 85.36 (b) through (g) and 24 CFR § 84.40 through .84.48, require that all goods and services, irrespective of cost, be procured using a competitive process.

**C. Failure to Comply is Default**

Failure by the Agency to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

**VI. ADDITIONAL REQUIREMENTS—CONFLICT OF INTEREST**

**A. No Conflict of Interest**

The Agency agrees to abide by the provision of 24CFR § 84.42 and 570.611, which include (but are not limited to) the following.

1. The Agency shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of the Agency shall participate in the selection or in the award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Agency or any designated public agency.

B. Copyright

If this contract results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**VII. ADDITIONAL REQUIREMENTS—POLITICAL ACTIVITY PROHIBITED**

A. Certification Regarding Lobbying

The Agency certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



1. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**VIII. ADDITIONAL REQUIREMENTS—EQUIPMENT PURCHASE, MAINTENANCE AND OWNERSHIP**

Disposition of Equipment

If the Agency ceases to use equipment purchased in whole or in part with CDBG funds for the purpose described in this Contract, or if the Agency wishes to dispose of such equipment, the disposition shall be determined under the provisions of 24 CFR § 570.502(b)(3)(vi), if the Agency is a nonprofit corporation and 24 CFR § 570.502(a) and 24 CFR § 85.32(e) if the Agency is a municipal corporation. The Agency agrees that it will contact the County for instructions prior to disposing, surplus, encumbering or transferring ownership of any equipment purchased in whole or in part with federal funds.

**IX. SUPPLANTING**

A. Not-for-Profit Corporation

If the Agency is a nonprofit corporation providing public (human) services under this Contract with CDBG funds and the Agency received non-federal funds from King County ("local funds") or any other source to provide the same services as those funded herein during the preceding calendar year, the Agency must use the funds provided herein to pay for units of service this year that are over and above the level of service provided with local funds during the previous year.

B. Municipal Corporation

If the Agency is a municipal corporation, any federal CDBG Funds made available under this Contract shall not be utilized by the Agency to reduce or replace the local financial support currently being provided for the service funded under this Contract.

**X. DRUG FREE WORKPLACE CERTIFICATION AND OTHER REQUIREMENTS**

A. Drug-Free Workplace Certification

The Agency certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (42 USC 701) and regulations set forth at 24 § part 24, subpart F.

B. Other Federal Requirements

The absence of mention in this Contract of any other federal requirements which apply to the award, and expenditure of the federal funds made available by this Contract is not intended to indicate that those federal requirements are not applicable to Agency activities. The Agency shall comply with all other federal requirements relating to the expenditure of federal funds, including but not limited to: the Hatch Act (5 USC Chapter 15) regarding political activities.

**XI. CONSTITUTIONAL PROHIBITION**

Funds Not Used for Religious Purposes

In accordance with the First Amendment of the United States Constitution, Article 1, Section 11 of the Washington State Constitution, and separation of church and state principles, as a general rule, funds received under this Contract may not be used for religious activities. The following restrictions and limitations apply to the use of CDBG funds:

- A. An Agency may not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the assistance funded under this Contract. If the Agency conducts religious activities, the activities must be offered separately, in time and location, from the assistance funded under this Contract, and participation must be voluntary for the beneficiaries of the assistance; and
- B. In performing under this Contract, the Agency shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

*Colleen*

11-038  
Council Approval N/A

King County Contract No.	D40901D
Federal Taxpayer ID No.	916001519
DUNS No. (if applicable)	01-020-7504
CCR No. (if applicable)	47Z60

Department/Division Community and Human Services/Community Services Division  
 Agency City of Tukwila  
 Project Title Tukwila Minor Home Repair  
 Contract Amount \$ \$110,000 Fund Code 2460  
 Contract Period From: 02/03/2011 To 12/31/2011

**KING COUNTY PUBLIC ENTITY SERVICES CONTRACT – 2011**

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Tukwila (the "Agency"), whose address is 6200 Southcenter Boulevard, Tukwila, WA 98188.

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
FEDERAL Federal Catalogue No. 14.218	\$110,000	02/03/2011 – 12/31/2011
TOTAL	\$110,000	02/03/2011 – 12/31/2011

and

WHEREAS, the County desires to have certain services performed by the Agency as described in this Contract, and as authorized by Ordinance No. 16984;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

<p><b>This form is available in alternate formats upon request for persons with disabilities.</b></p>
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*1 of 3 originals*

**I. EXHIBITS**

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<u>Certificates of Insurance/Endorsements</u>	Attached hereto as Exhibit I
<u>CSD General Conditions</u>	Attached hereto as Exhibit II
<u>Tukwila/SeaTac/Des Moines/Covington Minor Home Repair (C11342)</u>	Attached hereto as Exhibit III

**II. DURATION OF CONTRACT**

This Contract shall commence on the 3rd day of February 2011, and shall terminate on the 31st day of December 2011, unless extended or terminated earlier, pursuant to the terms and conditions of this Contract.

**III. COMPENSATION AND METHOD OF PAYMENT**

- A. The County shall reimburse the Agency for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.
- B. The Agency shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Agency not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.
- C. If the Agency's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

**IV. OPERATING BUDGET**

The Agency shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit. The Agency shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories within an Exhibit is expected to exceed ten percent of the total Exhibit budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

**V. INTERNAL CONTROL AND ACCOUNTING SYSTEM**

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

**VI. MAINTENANCE OF RECORDS**

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

- B. These records shall be maintained for a period of six years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten working days of any such relocation.

**VII. AUDITS**

- A. The Agency shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within 30 days of receipt.
- B. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Agency agrees this Contract may be amended to require that the Agency comply with any such additional audit requirements. Even if this Contract is not amended, the Agency agrees to comply with any such additional audit requirements.

**VIII. EVALUATIONS AND INSPECTIONS**

- A. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Agency in the case of fiscal audits to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
- C. The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

**IX. CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is, the Agency has failed to comply with any terms or conditions of this Contract or the Agency has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

- A. The County shall notify the Agency in writing of the nature of the breach;
- B. The Agency shall respond in writing no later than ten working days following receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Agency's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County shall notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Agency's corrective action plan;
- D. In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI.B;
- E. In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Subsections A, B, C, and D.

**X. ASSIGNMENT/SUBCONTRACTING**

- A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Agency not less than 15 days prior to the date of any proposed assignment or subcontract.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of: (1) support services not related to the subject matter of this Contract; or (2) supplies.

**XI. TERMINATION**

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II, by providing the Agency 30 days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Agency materially breaches any duty, obligation, or service required pursuant to this Contract; and/or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection XI.B.(1), the Agency shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Agency, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Agency shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.

- D. This Contract may be terminated by the Agency without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Agency shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

## **XII. FUTURE SUPPORT**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

## **XIII. HOLD HARMLESS AND INDEMNIFICATION**

- A. In providing services under this Contract, the Agency is an independent contractor and neither it, nor its officers, agents or employees are employees of the County for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Agency, its employees, and/or others by reason of this Contract. The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Agency of work, services, materials, or supplies by Agency employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Agency further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Agency, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.
- C. The Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or

omissions of the Agency, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Agency.

- D. The County shall protect, defend, indemnify, and hold harmless the Agency, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Agency only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Agency incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. To the extent that an Agency subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVI.B. of this Contract, the Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the Agency's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- H. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

#### **XIV. INSURANCE REQUIREMENTS**

- A. By the date of execution of this Contract, the Agency shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Agency or subcontractor. The Agency may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.



**For All Coverages:** Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Contract. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as the following:

1. General Liability:

Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

5. Stop Gap/Employers Liability

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

C. Minimum Limits of Insurance

The Agency shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Agency personnel is involved, then Risk Management will review the appropriate amount of coverage.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Stop Gap/Employers Liability: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies Except Professional/Errors and Omissions and Workers Compensation.
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Contract. (CG 2010 11/85 or its' equivalent)
  - b. The Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.
  - c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Agency shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Subcontractors

The Agency shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract then such requirements and documentation shall be subject to all of the requirements stated herein.

I. Municipal or State Agency Provisions

If the Agency is a Municipal Corporation or an agency of the State of Washington and is self insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

**XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. Equal Benefits to employees with Domestic Partners.

Pursuant to Ordinance 14823 and as amended by Ordinance 16586, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between employees with spouses, and employees with domestic

partners or employees who reside with legally domiciled members of households during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at \$25,000 or more, the Agency shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 [which is codified at King County Code (KCC) Chapter 12.19], and related administrative rules are incorporated herein by reference. They are also available online at: [http://www.kingcounty.gov/operations/procurement/Services/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx) .

B. Nondiscrimination in Employment Provision of Services

During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

C. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Agency shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

The Agency shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Agency shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

The County encourages the Agency to utilize small businesses, including Small Contractors and Suppliers (SCS) as defined below, and minority-owned and women-owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Agency to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises.

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS firms in the award of County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Agency elected not to participate in the Program during the solicitation stage, the Agency is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website: <http://www.kingcounty.gov/bdcc>.

The term SCS means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at 50 percent of the Federal Small Business Administration small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000;

2. Contact the Washington State Office of Minority and Women's Business Enterprises to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 866-208-1064; and
3. Use the services of available community organizations, local assistance offices, the County and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity Efforts

The Agency shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age. The Agency's equal employment opportunity efforts shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Agency agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

G. Record-Keeping Requirements and Site Visits

The Agency shall maintain, for at least six years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents;

2. Records, including written quotes, bids, estimates or proposals submitted to the Agency by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records; and
3. The County may visit, at any time, the site of the work and the Agency's office to review the foregoing records. The Agency shall provide every assistance requested by the County during such visits. In all other respects, the Agency shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

H. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Agency agrees that it shall provide all programs, services and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Contract.

1. The Agency agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
4. The Agency shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their contract or agreement, the Agency shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

I. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Agency may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

**XVI. SUBCONTRACTS AND PURCHASES**

- A. The Agency shall include the above Sections IV, V, VI, VII, VIII, XII, XIII, XIV and XV, in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.
- B. The Agency agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:  
  
"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."
- C. The Agency shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System <http://epls.arnet.gov>, which lists all suspended and debarred entities.

**XVII. CONFLICT OF INTEREST**

- A. The Agency agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI and subject the Agency to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Agency agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Agency acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Agency acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Agency shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Agency is responsible for notifying the County's project manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

**XVIII. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**XIX. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

- A. The Agency agrees that equipment purchased with Contract funds at a cost of \$5,000 per item or more and identified in an Exhibit as reimbursable is upon its purchase or receipt the property of the Agency, County, and/or federal, and/or state government, as specified in the Exhibit.
- B. The Agency shall be responsible for all such equipment, including the proper care and maintenance.
- C. The Agency shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.
- D. The Agency shall admit County staff to the Agency's premises for the purpose of marking such property with appropriate government property tags.
- E. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

**XX. NOTICES**

Whenever this Contract requires that notice be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the chief executive officer of the Agency and the director of the County department specified on page one of this Contract.

Any time, within which a party must take some action, shall be computed from the date that the notice is received by said party.

**XXI. PROPRIETARY RIGHTS**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Agency, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency that are not modified for use in the performance of this Contract.



**XXII. CONTRACT AMENDMENTS**

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

**XXIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY**

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than 15 percent higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement.

The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

**XXIV. ENTIRE CONTRACT/WAIVER OF DEFAULT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

**XXV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION**

The Agency and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the Department of Social and Health Services (DSHS) and County Agreement on General Terms and Conditions between the DSHS and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**XXVI. CONFIDENTIALITY**

The Agency agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**XXVII. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

A. Obligations and Activities of the Agency

1. The Agency agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Agency shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Agency is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.
2. The Agency agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Agency is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
3. Within two (2) business days of the discovery of a breach as defined at 45 CFR § 164.402 the Agency shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Agency to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Agency is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Agency for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.
4. The Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of protected health information by the Agency in violation of the requirements of this Contract or the law.
5. The Agency agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Agency knowledge of such event.
6. The Agency agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Agency on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Agency with respect to such information.

7. The Agency agrees to make available protected health information in accordance with 45 CFR § 164.524.
8. The Agency agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
9. The Agency agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Agency on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.
10. The Agency agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Agency agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c)(1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Agency acting on behalf of the County. The accounting shall be provided by the Agency to the County or to the individual, as directed by the County.

B. Permitted Uses and Disclosures by Business Associate

The Agency may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this Section, upon termination of this Contract, for any reason, the Agency shall return or destroy all protected health information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Agency. The Agency shall retain no copies of the protected health information.
2. In the event the Agency determines that returning or destroying the protected health information is infeasible, the Agency shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Agency shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Agency shall reimburse the County, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Agency.

**XXIX. EMERGENCY RESPONSE**

- A. The Agency shall prepare and submit within six months of the execution of the Contract the necessary plans, procedures and protocols to:
  - 1. Respond to and recover from a natural disaster or major disruption to agency operations such as a work stoppage; and
  - 2. Continue operations during a prolonged event such as a pandemic.
- B. The Agency shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.
- C. The Agency shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Agency's plans. The County will specify areas that must be addressed in the Agency's plan.
- D. The County may waive the requirements in subsections A, B or C upon written request by the Agency identifying compelling reasons why such requirements should not apply.

**XXX. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH**

- A. If the Agency maintains computerized or other forms of data that includes personal information owned by the County, the Agency shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).
- B. The Agency shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:
  - 1. Circumstances associated with the breach;
  - 2. Actions taken by the Agency to respond to the breach ; and
  - 3. Steps the Agency shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

- C. The County may at its sole discretion, require the Agency to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Agency shall also provide the County with any information it has regarding the security breach.
- D. The Agency shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.
- E. The Agency shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Agency shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).
- F. If the Agency demonstrates that the cost of providing notice would exceed \$250,000, or that the potentially affected persons exceeds 500,000, or the Agency does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7) (c).

1. E-mail notice when the Agency has an e-mail address for the subject persons;
2. Conspicuous posting of the notice on the Agency's web site page, if the Agency maintains one; and
3. Notification to major County-wide media.

G. For purpose of this section, "personal information" means the same as defined in RCW 42.56.590:

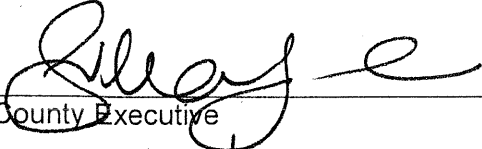
1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or
2. Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

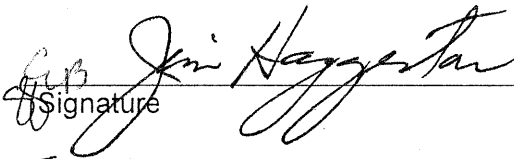
**XXXI. NO THIRD PARTY BENEFICIARIES**

Except for the Parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a Party hereto.

**KING COUNTY**

**CITY OF TUKWILA**

 FOR  
 King County Executive  
 Date 7/27/11

 Signature  
 Jim Haggerton, Mayor  
 Name (Please type or print)  
 Date 2-22-11

Approved by DCHS Director

Approved as to Form:  
 OFFICE OF THE KING COUNTY  
 PROSECUTING ATTORNEY  
 November 18, 2010



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

09-Dec-10

Cert#: 7082

King County Department of Community & Human Services  
Attn: Randy Poplock, Environmental Review Specialist  
401 - 5th Ave., Suite 510  
Seattle, WA 98104

RE: City of Tukwila  
2011 Tukwila's Minor Home Repair Program

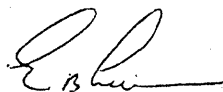
### Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 130 municipal corporations in the State of Washington.

WCIA has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA is an Interlocal Agreement among municipalities and liability is completely self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an "additional insured".

Sincerely,



Eric B. Larson  
Deputy Director

cc: Shawn Hunstock  
Evelyn Boykin, Human Services Manager

cletter

**RECEIVED**  
**DEC 15 2010**  
BY: \_\_\_\_\_





**EXHIBIT II  
CITY OF TUKWILA  
GENERAL REQUIREMENTS**

The following additional requirements apply to each exhibit that is part of this Contract and funded with federal Community Development Block Grant (CDBG) Program funds.

**I. ADDITIONAL REQUIREMENTS—COMPENSATION AND METHOD OF PAYMENT**

A. Municipal Corporations

If the Agency is a municipal corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of the United States Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles For State, Local and Indian Tribal Governments" and those sections of 24 Code of Federal Regulations (CFR) Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements.

B. Not-for-profit Corporations

If the Agency is a nonprofit corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, identified at 24 CFR 570.502 (b), Applicability of Uniform Administrative Requirements. This subsection shall not apply to an agency that is identified in this Contract as a Community Based Development Organization under 24 CFR §570.204(c)(1).

C. Excess Federal Funds

CDBG funds on hand shall not exceed \$5,000 if retained beyond three days unless written approval is received from the County. Any reimbursement in excess of the amount required shall be promptly returned to the County.

D. Program Income

The Agency shall report the receipt and expenditure of all CDBG Program Income, as defined in 24 CFR § 570.500(a), that is generated under this Contract for the purposes specified herein or generated through the project(s) funded under this Contract. All Program Income is to be returned to the County unless the County specifies that it may be retained by the Agency. If the County authorizes the Agency to retain the Program Income to continue or benefit a project or projects, the Agency shall comply with all provisions of the Contract in expending the funds. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section XI, Termination of the Agency Services and Public Entity Services Contracts, or Section IX, Termination of the Special Projects Contract.

## II. ADDITIONAL REQUIREMENTS—MAINTENANCE OF RECORDS

### A. Federal Exceptions to Retention Requirements

Exceptions to the six year retention period specified in Section VI, Maintenance of Records of the Agency Services and Public Entity Services Contracts or Section V Evaluations, Records and Inspections of the Special Projects Contract are as follows:

1. Records that are the subject of audit findings, litigation, or claims shall be retained until such findings, litigation or claims have been resolved; and
2. The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the County.

### B. Financial Management Records

Financial records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 CFR § 85.20 and the OMB Circular A-87 for governmental agencies, 24 CFR § 84.21 and OMB Circular A-122 for Nonprofit Corporations. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

### C. Employment Records

If the Agency is a municipal corporation, it agrees to maintain the following data for each of the Agency's operating units funded in whole or in part with CDBG funds provided under this Contract.

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form.
2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

### D. Records Regarding Remedy of Past Discrimination

The Agency shall maintain documentation of the affirmative action measures the Agency has taken to overcome prior discrimination if a court or Housing and Urban Development (HUD) has found that the Agency has previously discriminated against persons on the grounds of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds pursuant to 24 CFR Part 121.

### E. Additional Records

The Agency shall maintain separate files for each program exhibit including:

1. Notice of Grant Award;
2. Motions, resolutions or minutes documenting Board or Council actions;
3. Correspondence regarding budget revision requests;

4. Copies of all invoices and reports submitted to the County;
5. Bills for payment;
6. Copies of approved invoices and warrants; and
7. Records documenting that costs reimbursed with funding provided under this Exhibit are allowable in accordance with the applicable OMB Circular. Such records include, but are not limited to the following.
  - a. Personnel costs - payroll time sheets for actual salary and fringe benefit costs; time sheets shall signed by a supervisor and, if less than full time, annotated to document percent of time charged against this Exhibit.
  - b. Staff travel - documentation of mileage charges for private auto.
  - c. Copy machine use, postage, telephone use, and office supplies - when these costs are shared with other programs and no invoice is available, log sheets or annotated invoices.
8. Documentation of the solicitation process used to select vendors and subcontractors along with original purchase orders and subcontracts.

**III. ADDITIONAL REQUIREMENTS—NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**A. Additional Federal Nondiscrimination Requirements**

The Agency shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107; and
2. Section 109 of the Housing and Community Development Act of 1974, as amended 42 United States Code (USC) 5301.

**B. Prohibited Discriminatory Actions**

The Agency may not, under any program or activity to which this Contract may apply, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include, but are not limited to, the following:

1. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;
2. Denying any person services due to limited English proficiency;

3. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
4. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
5. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
6. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
7. Denying any person any opportunity to participate in a program or activity as an employee.

C. Employment Projections

In all solicitations under this Contract, the Agency shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements shall constitute compliance with this Section.

IV. **ADDITIONAL REQUIREMENTS—NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Agency shall comply with 24 CFR § 85.36(e) as amended if the Agency is a municipal corporation, and 24 CFR § 84.44(b)(1)-(5) if the Agency is a nonprofit corporation. In accordance with these regulations, the Agency shall take all necessary affirmative steps to assure Minority and Women Business Enterprise and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include the actions specified in XV E, Small Business and Women Business Enterprise Opportunities of the Agency Services Contract, or XV D, Small Business and Women Business Enterprise Opportunities of the Public Entity Services Contract.

V. **ADDITIONAL REQUIREMENTS—SUBCONTRACTS AND PURCHASES**

A. Debarred Contractors

The Agency shall not make any award at any time to any contractor, which is debarred, suspended, or excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

B. Federal Procurement Requirements

If the Agency is a municipal corporation, it agrees to comply with procurement requirements specified in 24 CFR § 85.36(b) through (g). If the Agency is a nonprofit corporation, it agrees to comply with procurement requirements specified in 24 CFR §

84.40 through .48. The regulations at 24 CFR § 85.36 (b) through (g) and 24 CFR § 84.40 through .84.48, require that all goods and services, irrespective of cost, be procured using a competitive process.

C. Failure to Comply is Default

Failure by the Agency to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

**VI. ADDITIONAL REQUIREMENTS—CONFLICT OF INTEREST**

A. No Conflict of Interest

The Agency agrees to abide by the provision of 24CFR § 84.42 and 570.611, which include (but are not limited to) the following.

1. The Agency shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of the Agency shall participate in the selection or in the award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Agency or any designated public agency.

B. Copyright

If this contract results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**VII. ADDITIONAL REQUIREMENTS—POLITICAL ACTIVITY PROHIBITED**

A. Certification Regarding Lobbying

The Agency certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
1. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
  2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **VIII. ADDITIONAL REQUIREMENTS—EQUIPMENT PURCHASE, MAINTENANCE AND OWNERSHIP**

##### Disposition of Equipment

If the Agency ceases to use equipment purchased in whole or in part with CDBG funds for the purpose described in this Contract, or if the Agency wishes to dispose of such equipment, the disposition shall be determined under the provisions of 24 CFR § 570.502(b)(3)(vi), if the Agency is a nonprofit corporation and 24 CFR § 570.502(a) and 24 CFR § 85.32(e) if the Agency is a municipal corporation. The Agency agrees that it will contact the County for instructions prior to disposing of, surplus, encumbering or transferring ownership of any equipment purchased in whole or in part with federal funds.

#### **IX. SUPPLANTING**

##### A. Not-for-Profit Corporation

If the Agency is a nonprofit corporation providing public (human) services under this Contract with CDBG funds and the Agency received non-federal funds from King County ("local funds") or any other source to provide the same services as those funded herein during the preceding calendar year, the Agency must use the funds provided herein to pay for units of service this year that are over and above the level of service provided with local funds during the previous year.

##### B. Municipal Corporation

If the Agency is a municipal corporation, any federal CDBG Funds made available under this Contract shall not be utilized by the Agency to reduce or replace the local financial support currently being provided for the service funded under this Contract.

**X. DRUG FREE WORKPLACE CERTIFICATION AND OTHER REQUIREMENTS**

A. Drug-Free Workplace Certification

The Agency certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (42 USC 701) and regulations set forth at 24 § part 24, subpart F.

B. Other Federal Requirements

The absence of mention in this Contract of any other federal requirements which apply to the award, and expenditure of the federal funds made available by this Contract is not intended to indicate that those federal requirements are not applicable to Agency activities. The Agency shall comply with all other federal requirements relating to the expenditure of federal funds, including but not limited to: the Hatch Act (5 USC Chapter 15) regarding political activities.

**XI. CONSTITUTIONAL PROHIBITION**

Funds Not Used for Religious Purposes

In accordance with the First Amendment of the United States Constitution, Article 1, Section 11 of the Washington State Constitution, and separation of church and state principles, as a general rule, funds received under this Contract may not be used for religious activities. The following restrictions and limitations apply to the use of CDBG funds:

- A. An Agency may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the assistance funded under this Contract. If the Agency conducts religious activities, the activities must be offered separately, in time and location, from the assistance funded under this Contract, and participation must be voluntary for the beneficiaries of the assistance; and
- B. In performing under this Contract, the Agency shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.





**EXHIBIT III  
CITY OF TUKWILA  
TUKWILA/SEATAC/DES MOINES/COVINGTON MINOR HOME REPAIR (C11342)**

Contract No.: D40901D	Project No.: C11342
King County Project Manager: Randy Poplock	Agency Contact Person: Evelyn Boykan
Start Date: February 3, 2011	Telephone: (206) 433-7180; Fax: (206) 433-7183
End Date: December 31, 2011	Email: eboykan@ci.tukwila.wa.us

**I. WORK STATEMENT**

The City of Tukwila (hereinafter referred to as "the Agency") agrees to provide funds to repair the existing stock of homes owned by low- to moderate-income households in the South King County communities of Tukwila, SeaTac, Des Moines and Covington as described in this Exhibit beginning on February 3, 2011, and completing these services by December 31, 2011. All such activities shall be provided in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$110,000 in King County Community Development Block Grant (CDBG) funds.

**II. PROGRAM DESCRIPTION**

A. Goal

Develop and implement stronger prevention measures to avoid or prevent homelessness, and create or preserve supportive housing for those who are homeless or at risk of homelessness to achieve the goal of ending homelessness.

B. Outcome

Preservation of the housing of low- to moderate-income home owners through the provision of funds to repair the existing stock of homes owned by low- to moderate-income households.

C. Indicators

The number of unduplicated clients who receive minor housing repair assistance in the communities of Tukwila, SeaTac, Des Moines and Covington.

D. Eligibility

1. Eligible clients shall have an annual gross family income that does not exceed the Moderate Income limits based on the applicable Family Size in the following 2010 United States Housing and Urban Development (HUD) Income Guidelines Table. Clients may self certify in writing that their family income does not exceed the applicable limit.

<b>2010 HUD INCOME GUIDELINES</b> <i>Median Family Income = \$85,600</i> Effective May 20, 2010			
<b>FAMILY SIZE</b>	<b>30% MEDIAN EXTREMELY LOW-INCOME</b>	<b>50% MEDIAN LOW-INCOME</b>	<b>80% MEDIAN MODERATE-INCOME</b>
1	\$18,000	\$30,000	\$45,100
2	\$20,600	\$34,250	\$51,550
3	\$23,150	\$38,550	\$58,000
4	\$25,700	\$42,800	\$64,400
5	\$27,800	\$46,250	\$69,600
6	\$29,850	\$49,650	\$74,750
7	\$31,900	\$53,100	\$79,900
8	\$33,950	\$56,500	\$85,050

2. The definition of family shall include all persons living in the same household who are related by birth, marriage or adoption and includes dependent children living away from home. The definition of income includes all sources of income required to be reported on Internal Revenue Service Form 1040.
3. Income guidelines may be adjusted periodically by HUD. The Agency agrees to use updated income guidelines that shall be provided by the County. The County shall provide the updated guidelines to the Agency electronically or by hard copy.
4. Services provided with funding under this Exhibit may be limited to residents of Tukwila, SeaTac, Des Moines and Covington.
5. Services shall be provided on a first come, first served basis with safety and health issues prioritized.
6. Eligible clients must have lived in their home for at least one year.

E. Definitions

1. Disabled person is an adult who has severe disabilities based on the Bureau of the Census definition.
2. Elderly person is an individual who is 62 years or older.
3. Emergency repair includes activities that protect, repair or arrest the effects of disasters, imminent threats or physical deterioration that pose an imminent danger to life, health or safety.
4. Routine maintenance includes activities that merely keep a structure in good operating condition; such activities do not add to the value of the structure, appreciably prolong its useful life, or adapt it to new uses.
5. Unit of service is a minor home repair, measured by unique job or repair hours that is undertaken in a client's home.

F. Program Requirements

The Agency shall use CDBG funds to provide minor home repair services for low- and moderate-income homeowners in the cities of Tukwila, SeaTac, DesMoines and Covington. Funds shall be focused on maintaining the safety and health of the occupants, preserving the dwelling and/or conserving energy. These activities may include, but are not limited to: earthquake preparedness, replacing broken switches, sockets, light fixtures, repairing heat sources, repairing gutters and downspouts, replacing or repairing faucets, toilets, sinks, drains, broken or leaky pipes and repairing minor roof leaks.

1. The Agency agrees to serve, at minimum, the following unduplicated number of units repaired with funds provided under this Exhibit:

	1st Qtr Jan-Mar	2nd Qtr Apr-Jun	3rd Qtr Jul-Sep	4th Qtr Oct-Dec	Total in Year 2011
Number of unduplicated persons in Tukwila	3	5	3	3	14
Number of unduplicated persons in SeaTac	4	4	6	6	20
Number of unduplicated persons in Des Moines	2	3	2	2	9
Number of unduplicated persons in Covington	3	3	3	3	12
Cumulative Total for all Cities	12	15	14	14	55

2. The Agency agrees to provide, at minimum, the following cumulative hours of service:

	1st Qtr Jan-Mar	2nd Qtr Apr-Jun	3rd Qtr Jul-Sep	4th Qtr Oct-Dec	Total in Year 2011
Minor Home Repair hours in Tukwila	8	8	12	12	40
Minor Home Repair hours in SeaTac	15	15	10	12	52
Minor Home Repair hours in Des Moines	3	8	8	10	29
Minor Home Repair hours in Covington	12	12	12	12	48
Cumulative Total for all Cities	38	43	42	46	169

The funds provided under this Exhibit shall be used to pay for the costs associated with the provision of these units of service.

3. Environmental Review Records

- a. The Agency shall complete and sign a Site Specific Environmental Review (ER) Checklist, known as a Tier 3 review, for every individual job, before any work begins. This checklist allows Minor Home Repair (MHR) staff to proceed with certain types of projects without obtaining King County (KC) approval first, including projects involving maintenance, emergency repairs, grab bars or in pre-approved mobile home parks.
- b. The Agency shall submit all Site Specific ER Checklists to the Housing and Community Development (HCD) Environmental Review Specialist monthly. The Agency shall keep hard copies on file.
- c. If the MHR staff checks "no" to all questions #1-4 on a Site Specific Environmental Review Checklist, then MHR staff shall submit information to the King County ER Specialist and work shall not begin until the ER Specialist notifies Agency staff that an ER for that site (Tier 3) is complete. These reviews shall be submitted along with at least one picture of the project house.
- d. The MHR staff shall provide the HCD ER Specialist information concerning the following regulations for Tier 3 reviews, as determined in the Tier 1, Five-Year Programmatic ER (published Dec. 2010):
  - i. Section 1.06: Historic Preservation and Archaeology;
  - ii. Toxic Chemicals; and
  - iii. Flood Disaster Protection Act (flood insurance).

4. Lead-Based Paint Records

The Agency shall maintain records documenting compliance with Regulations for Lead-Based Paint Poisoning Prevention in Certain Residential Structures at 24 Code of Federal Regulations (CFR) Part 35. Such records shall include, for each housing unit assisted under this Contract:

- a. Records evidencing that the housing repair was exempt pursuant to 24 CFR Part 35.115; or
- b. Records evidencing that the scope of the housing repair work did not exceed the de minimus criteria at 24 CFR Part 35.1350(d) and that the Agency provided the required pamphlet to the occupants of the housing unit pursuant to 24 CFR Part 35.910(b); or
- c. Records evidencing that the housing repair work was completed in accordance with the procedures specified in 24 CFR Part 35, Subpart J including provision of required notices, and performance of evaluation and clearances.

5. Subcontracted Services

- a. In addition to the requirements of Section XVI. of the Contract, the Agency shall execute written agreements with each agency with which it subcontracts to provide services (hereinafter "Implementing Agency") and shall incorporate into such subcontracts the provisions in Section II.F., Program Requirements, of this Exhibit.
- b. The Agency shall invoice the County for due and payable invoices of the Implementing Agency or for costs paid by the Agency for goods, materials or services already provided. The Agency shall invoice the County after the Implementing Agency has invoiced the Agency. The Agency shall include a copy of the Implementing Agency's invoice with its invoice submitted to the County. The Agency shall ensure that all costs for which the Implementing Agency requests reimbursement are allowable in accordance with OMB Circular A-122 or OMB Circular A-87, as applicable.
- c. The Agency shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

6. Copyright

If this Contract results in any copyrightable material, King County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Public Information

All marketing materials, news releases and other public notices related to projects funded under this Agreement shall include information identifying the source of funds as the King County Community Development Block Grant Program.

**III. COMPENSATION AND METHOD OF PAYMENT**

- A. The Agency shall apply the following CDBG funds in accordance with the Line Item Budget below. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$110,000.

1. CDBG Funds

King County CDBG Funds -South Sub-Region	\$110,000
Total CDBG Funds:	\$110,000

2. Line Item Budget

Environmental Review	\$ 1,000
Project Management	\$ 1,500
Office/Operating Supplies	\$ 0
Construction Contracts	\$100,000
Communications	\$ 0
Travel and Training	\$ 0
Lead Base Paint Activities	\$ 7,500
Other:	\$ 0
Total CDBG Funds:	\$110,000

B. Billing Invoice Package

1. The Agency shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section IV., REPORTING REQUIREMENTS, of this Exhibit in a format approved by the County. All required reports shall accompany the invoice statement in order to receive payment.
2. All required reports must accompany the invoice statement in order to receive payment. The Agency shall submit invoices to the County in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of the Agency and shall be accompanied by copies of supporting documents.
3. The Billing Invoice Package is due within 20 working days after the end of the first, second and third quarter.
4. The fourth quarter Billing Invoice Package or an accrual letter, in a format provided by the County, must be received by 12:00 p.m. on January 6, 2012.

C. Method of Payment

1. The County shall reimburse the Agency on a quarterly basis for actual expenditures in accordance with the Line Item Budget in Section III.A.
2. Payment to the Agency may be withheld for any quarter in which the Agency has not submitted the reports specified in Section IV., REPORTING REQUIREMENTS, of this Exhibit, or in which said reports are incomplete.
3. The Agency shall advise the County quarterly of any changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Agency agrees to re-negotiate performance requirements if the County determines that such changes are substantial.

**IV. REPORTING REQUIREMENTS**

The Agency shall submit electronically the following data reports in a format and to an address provided by the County.

- A. The Agency shall submit a completed electronic version of the Environmental Review Form to the King County Environmental Review Specialist and place a hard copy with client's applications for repairs in the Agency's Minor Home Repair Program file.
- B. The Agency shall submit with each invoice a completed Project Activity Report Form, in a format provided by the County. Each Project Activity Report shall include a narrative with an explanation if actual services are less than 90 percent of the cumulative minimum service requirements as stated in Section II. F.1. and II.F.2. of this Exhibit.
- C. The Agency shall use the following methods to measure the indicator specified in Section II.F.2. of this Exhibit: Number of units completed.
- D. The Agency shall submit with the final invoice a completed Project Funding Report form itemizing all funding used for the project, in a format provided by the County.

