

RESOLUTION NO. R -2541

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A HOUSING AND COMMUNITY DEVELOPMENT PROGRAM PROJECT AGREEMENT WITH KING COUNTY, AS TO THE SPECIFIC PROJECTS IDENTIFIED BY ATTACHMENT TO SAID AGREEMENT, ALL OF WHICH PROJECTS HAVE HERETOFORE BEEN APPROVED AS PART OF THE CURRENT COMMUNITY DEVELOPMENT ONE AND THREE YEAR PLANS HERETOFORE APPROVED BY THE KIRKLAND CITY COUNCIL.

WHEREAS, pursuant to the Federal Housing and Community Development Act of 1974, King County has submitted the City of Kirkland a current Housing and Community Development Project Agreement with regard to those specific Community Development Block Grant Projects approved and authorized by the current Kirkland Community Development One and Three Year Plans, and

WHEREAS, said specific Community Development Block Grant Projects are identified by attachments and exhibits to said project agreement, and

WHEREAS, the liaison officer for the City of Kirkland, with respect to the Housing and Community Development Program, has heretofore been designated to be Allen B. Locke, Kirkland City Manager, and

WHEREAS, all parties are authorized and empowered to enter into said agreement by RCW Chapter 39.34, RCW 35.21.725 et seq. and by the constitution and the enabling laws of the State of Washington,

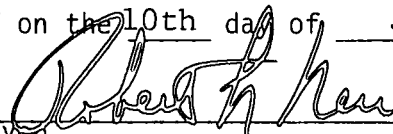
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:


Section 1. The City Manager, as designated liaison officer, is hereby authorized and directed to sign on behalf of the City of Kirkland the Housing and Community Development Program Project Agreement between King County, Washington, and Kirkland, Washington, as to any and all Community Development Block Grant Projects and Programs authorized for the current One Year and Three Year Community Development Plans heretofore approved by the Kirkland City Council and identified in said agreement by exhibit or attachment thereto.

Section 2. A copy of the Housing and Community Development Program Project Agreement is attached to the original of this Resolution and by this reference incorporated herein.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 10th day of July, 1978.

SIGNED IN AUTHENTICATION thereof on the 10th day of July, 1978.


MAYOR

ATTEST:

Director of Administration & Finance
(ex officio City Clerk)

KING COUNTY
HOUSING AND COMMUNITY DEVELOPMENT PROGRAM

AGREEMENT

between

KING COUNTY, WASHINGTON

AND

City of Kirkland

This agreement, entered into this _____ day of _____, 19____, between King County, State of Washington (hereinafter referred to as the "County"), and City of Kirkland (hereinafter referred to as the "Agency"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-382 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR pt. 570;
- B. An Urban County Consortium has been established by interlocal cooperation agreements between the County and certain municipal corporations within the County, the terms of which specify allocation of block grant funds to those participating jurisdictions for use in accordance with the County Housing Assistance and Community Development Plans accepted by participating jurisdictions and reviewed by HUD;
- C. The County desires to have certain services performed by the Agency as described within this agreement, and as authorized by King County ordinance for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the Agency be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act; HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this Agreement is to provide for cooperation between the County and the Agency, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this Agreement by RCW chap. 39.34, RCW 35.21.725 et seq., and by the Constitution and the enabling laws of the State of Washington; and
- G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

COUNTY

AGENCY

JOHN D. SPELLMAN
County Executive

(Signature)

Date

Name (typed)

Approved as to form:

CHRISTOPHER T. BAYLEY
Prosecuting Attorney

Title

Date

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties shall consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements, each and every project exhibit incorporated into the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The Agency shall perform and carry out in a satisfactory and proper manner the services set forth in the Exhibit(s) attached hereto. In the case of multiple projects, each project shall correspond to a separate exhibit. This Agreement may be amended from time to time, in accordance with the general conditions, for the purpose of adding new projects, amending the scope of work, or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

Upon release of project-related funds by HUD pursuant to 24 CFR Part 58, the County shall furnish the Agency with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County. Termination dates for individual projects shall be specified in the appropriate exhibits. Costs incurred after the termination date will not be reimbursed. The termination date may be changed through amendment of this Agreement.

4. ADMINISTRATION

- A. The Agency shall appoint a liaison person who shall be responsible for overall administration of block grant funded project(s) and coordination with the County Housing and Community Development Program. The Agency shall also designate one or more representatives who shall be authorized to sign the monthly Voucher and Reporting Form. The names of the liaison persons and representatives shall be specified in the Exhibits.
- B. In the alternative, a project may be administered and coordinated by a Joint Board consisting of an equal number of Agency and County appointees. County appointees to a Joint Board shall be employees of the County Housing and Community Development Program.
- C. For all agencies which are presently parties to interlocal cooperation agreements with the County covering planning, distribution of funds, and program execution under the Act, the Agency remains subject to the provisions of such agreement, including those provisions dealing with the powers and duties of the Joint Policy Committee established by virtue of such interlocal cooperation agreements.

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for the services specified in the Exhibits in an amount not to exceed the amount specified on page 1 of the Exhibit(s), Funds Approved. Reimbursement shall be based on a Community Development Voucher and Reporting Form submitted monthly and signed by the Agency's authorized representative.
- B. The Agency shall submit a properly executed Voucher and Reporting Form no later than fifteen (15) working days after the close of each billing period. The County will make payment to the Agency not more than two (2) weeks after said invoice is received and approved by the King County Housing and Community Development Program. The County will issue a statement of correction voucher in the event that the voucher request is erroneous. Payment does not constitute absolute approval.

6. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Agreement in accordance with the Budget Summary found on page 2 of the Exhibit(s). No line-item expense thereunder shall cause an excess expenditure of 10% of the budgeted line-item amount over the life of the Agreement without the prior written consent of the County. Any request for a line-item expense which exceeds 10% of the budgeted amount shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s).

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The Agency shall report all project income generated under this Agreement for the purposes specified herein or generated through the project(s) funded under this Agreement. Income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement.
- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County shall immediately notify the Agency in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. AMENDMENTS

Either party may request modifications in the scope of services, terms, or conditions of this Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Agreement. A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

9. ASSIGNMENT AND SUBCONTRACTING

A. The Agency shall not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the Agency not less than 15 days prior to the date of any proposed assignment.

B. Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement and proper bidding procedures contained therein. The Agency agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Agency further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

B. The Agency agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Agency's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Agency and/or its agents, employees, subcontractors or representatives under this Agreement.

11. INSURANCE

For all agencies which are not municipal corporations organized under the laws of the State of Washington, the following insurance requirements shall apply:

A. Public Liability Insurance

The Agency shall obtain and maintain continuously public liability insurance necessary to protect the public on the subject premises with limits of liability not less than:

\$100,000 each person, personal injury

\$300,000 each occurrence personal injury

\$ 50,000 each occurrence property damage

Such insurance shall include the County as an additional insured.

B. Building Risk Insurance

The Agency shall cause to be maintained, during the period that contract work is in progress, All Risk Builder's Insurance, (including fire, vandalism, malicious mischief and extended coverages) in an amount not less than the value of destructible contract work in place.

C. Proof of Insurance

The Agency shall provide certificates of insurance required under this section, or, upon request of the County, duplicates of the policies as evidence of the insurance protection afforded. Such insurance policies shall not be reduced or cancelled without 30 days prior written notice to the County.

12. CONFLICT OF INTEREST

A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County of Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Agency shall take appropriate steps to assure compliance.

B. Interest of Subcontractor and Their Employees - The Agency agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the County.

13. TERMINATION

A. This Agreement is subject to termination upon 30 days written notice by the County should:

- (1) The Agency mismanage or make improper or unlawful use of Agreement funds;
- (2) The Agency fail to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
- (3) Block Grant funds become no longer available from the Federal Government or the County;
- (4) The Agency fail to provide work or services expressed by this Agreement; or
- (5) The Agency fail to submit reports or submit incomplete or inaccurate reports in any material respect.

B. This Agreement is subject to termination upon 30 days written notice by the Agency should:

- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
- (2) Block Grant funds become no longer available from the Federal Government or through the County.

C. Otherwise this Agreement shall terminate on the latest termination date specified on the Exhibit(s) attached hereto and shall be subject to extension only by mutual agreement and amendment in accordance with the General Conditions of this Agreement.

D. Upon termination of this Agreement any unexpended balance of Agreement funds shall remain in the County Block Grant fund.

E. In the event that termination occurs under paragraph A(1) of this section, the Agency shall return to the County all funds which were expended in violation of the terms of this Agreement.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. PROCUREMENT STANDARDS

In awarding contracts pursuant to this Agreement, the Agency shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages (RCW 60.28.010). In addition, the Agency shall comply with the requirements of the U.S. Office of Management and Budget Circular A-102, relating to bonding, insurance and procurement standards; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000. Where federal standards differ from local or state standards, the stricter standards shall apply. The federal standard of \$10,000 for competitive bidding shall apply only if the applicable state or local standard for competitive bidding is less strict than \$10,000.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (29 CFR pt. 58). The County may require the Agency to furnish data, information and assistance for the County's review and assessment in determining whether an Environmental Impact Statement must be prepared.
- B. State Environmental Policy Act - Agencies which are branches of government under RCW 43.21C.030 retain responsibility for fulfilling the requirements of the State Environmental Policy Act, RCW chap. 43.21C, and regulations and ordinances adopted thereunder. If the agency is not a branch of government under RCW 43.21C.030, the County may require the agency to furnish data, information and assistance as necessary to enable the County to comply with the State Environmental Policy Act.
- C. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National and State Environmental Policy Acts. A written notice to proceed will not be issued by the County until all such requirements are complied with.

3. NONDISCRIMINATION

A. General

The Agency shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap. These requirements are specified in King County Code, Title 12; RCW chapter 49.40; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the Agency is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and shall take such affirmative and corrective actions as are required by the Regulations at CFR 570.601(b)(4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The Agency shall not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, or national origin. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974).

C. Fair Housing

The Agency shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VII; Executive Order 11063)

D. Employment

1. In all solicitations under this Agreement, 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.

2. The Agency shall not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, except when there is a bona fide occupational limitation. Such action 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. (King County Code, title 3; RCW 49.40; Executive Order 11246 as amended)
3. To the greatest extent feasible, the Agency shall provide training and employment opportunities for lower income residents within the area served by block grant assisted projects (Section 3, Housing and Community Development Act of 1968, as amended).

E. Contractors and Suppliers

1. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap. Such practices include upgrading, demotion, recruiting, transfer, layoff, termination, payrate, and advertisement for employment. (King County Code chap. 12.16; RCW 49.60; Executive Order 11246 as amended).
2. All firms and organizations described above shall be required to submit to the Agency certificates of compliance demonstrating that they have, in fact, complied with the foregoing provisions; provided, that certificates of compliance shall not be required from firms and organizations with fewer than 25 employees or on contracts and/or yearly sales of less than \$10,000.
3. To the greatest extent feasible, the Agency shall purchase supplies and services for activities under this agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended).

F. Notice

1. The Agency shall include the provisions of the appropriate subsections A, B, C, D, and E of this section in every contract or purchase order for goods and services under this Agreement and shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or worker's representative of the commitments made in these subsections.
2. In advertising for employees, goods or services for activities under this Agreement, the agency shall utilize minority publications in addition to publications of general circulation.

4. PROPERTY MANAGEMENT

- A. The Agency agrees that any nonexpendable personal property, purchased wholly or in part with agreement funds at a cost of \$300 (three hundred dollars) or more per item, is upon its purchase or receipt the property of the County and/or federal government. Final ownership and disposition of such property shall be determined under the provisions of Appendix N to the U.S. Office of Management and Budget Circular No. A-102.
- B. The Agency shall be responsible for all such property, including its care and maintenance.
- C. The Agency shall admit the County's property management officer to the Agency's premises for the purpose of marking such property, as appropriate, with county property tags.
- D. The Agency shall meet the following procedural requirements for all such property:
 1. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of block grant funds used in the purchase of property; and location, use, and condition of the property.
 2. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
 3. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.

4. Adequate maintenance procedures shall be implemented to keep the property in good condition.

5. All such property records shall be retained and made available to the county in accordance with the provisions of Part III of this agreement.

5. LABOR STANDARDS

The Agency shall require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 327-333); provided that this section shall not apply to rehabilitation of residential property designed for residential use by fewer than eight families.

6. ACQUISITION AND RELOCATION

A. Any acquisition of real property for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD shall comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR pt. 42.

B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement shall comply with Title II of the Uniform Act and the Regulations at 24 CFR pt. 42. The Agency shall comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR section 570.602(c) & (d).

7. HISTORIC PRESERVATION

The Agency shall meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR pt. 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR pt. 58.

8. ARCHITECTURAL BARRIERS

Any facility constructed pursuant to this Agreement shall comply with design requirements of the Architectural Barriers Act of 1968 (42 USC section 4151).

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The Agency may use Community Development Block Grant funds for the provision of public services as described by 24 CFR section 570.200(a)(8) or for flood or drainage facilities as described in 24 CFR section 570.200(a)(2); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR section 570.607(a)(c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The Agency shall comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The Agency may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (24 CFR Ch. X, subchap. B). The Agency shall comply with the Regulations at 24 CFR section 570.609.

12. AIR AND WATER POLLUTION - The Agency shall comply with the provisions of the Clean Air Act, as amended (42 USC section 1857 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC sections 1251 et seq.) and the regulations issued thereunder (40 CFR pt. 15).

13. LEAD-BASED PAINT POISONING

The Agency shall comply with the HUD Lead-Based Paint Regulations (24 CFR pt. 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1950.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement shall not be utilized by the Agency to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP

For Agencies which are not municipal corporations organized under the laws of the State of Washington, it may become necessary to grant the County a property interest where the subject project calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements. The Agency shall comply with current County policy regarding transfer of a property interest sufficient to meet the public ownership requirement.

16. PUBLIC INFORMATION

A. In all news releases and other public notices related to projects funded under this Agreement, the Agency shall include information identifying the source of funds as the King County Block Grant Program.

B. For all construction projects the Agency shall erect a sign to County specifications at the construction site, identifying the source of funds, except that this requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The Agency agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

As required by HUD Regulations, 24 CFR pt. 570, the Agency shall compile and maintain the following records:

- A. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of Appendix G to the U.S. Office of Management and Budget Circular A-102. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Relocation - Indication of the overall status of the relocation workload and a separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- D. Property Acquisition - Agency files must contain (a) invitation to owner to accompany appraiser during inspection, (b) at least one property appraisal, (c) statement of basis for determination of just compensation, (d) written offer of just compensation, (e) all documents involving conveyance, (f) settlement cost reporting statement, and (g) notice to surrender possession of premises.
- E. Equal Opportunity - The Agency shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The Agency shall also maintain data which records its affirmative action in equal opportunity employment, and its good-faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records shall be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.605.
- G. Such other records as may be required by the County and/or HUD.

4. RETENTION OF RECORDS

Required records shall be retained for a period of three (3) years after termination of this Agreement, except as follows: (1) Records that are the subject of audit findings shall be retained for three years after such findings have been resolved. (2) Records for nonexpendable property shall be retained for three years after its final disposition. Nonexpendable property is defined in Appendix N to U.S. Office of Management and Budget Circular No. A-102.

5. REPORTS

The Agency shall submit such reports as required by the County on a monthly and annual basis and also prior to project execution.