

RESOLUTION R 3293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, THE 1986-87 HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT CONTRACT WITH KING COUNTY,

Whereas, the 1986-87 Housing and Community development block Grant Program, including individual projects was heretofore approved by the City of Kirkland by Resolution R3227; and


Whereas, the King County Housing and Community Development Division has forwarded to the City the Interlocal Project Agreement for said program year; now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:


Section 1. The City Manager for the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between King County and the City of Kirkland providing for housing and community development block grant assistance for the projects specified in said agreement and included within the housing and community development block grant program for the year 1986-87 as approved by City Council Resolution R3227. A copy of said 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, open meeting this 16th day of June, 1986.

Signed in authentication thereof this 16th day of June, 1986.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

1986
KING COUNTY
HOUSING AND COMMUNITY DEVELOPMENT DIVISION

AGREEMENT

between

KING COUNTY, WASHINGTON

AND

THE CITY OF KIRKLAND

This Agreement, entered into this _____ day of _____, 1986, between King County, State of Washington (hereinafter referred to as the "County") and The City of Kirkland (hereinafter referred as the "Agency").

RECITALS

- A. The County is an urban county applicant for Community Development Block Grant (CDBG) funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive CDBG 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 Part 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 CDBG funds to those participating jurisdictions for use in accordance with the County Housing Assistance and Community Development Policy Plans accepted by participating jurisdictions and reviewed by HUD;
- C. The County desires to award certain funds to the Agency for use 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 the Act and 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

NOW, THEREFORE, for and 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.

AGENCY

KING COUNTY

Signature

Terry Ellis

Name (Typed)

City Manager

Title

Date

Tim Hill
King County Executive

Date

Approved as to form per
Prosecuting Attorney Memo
of April 11, 1986

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PART I - GENERAL CONDITIONS1. 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 recordkeeping 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 PROJECT

The Agency shall use funds only to perform the activities 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, the budget, or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Part 58, (Environmental Review) the County shall furnish the Agency with written notice to proceed. No work on a 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.
- B. Upon termination of individual projects covered by this Agreement, the agency shall transfer to the County any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds.
- C. If the Agency ceases to use any asset acquired or improved with CDBG funds for the purpose described in the agreement or who wishes to dispose of the asset, final ownership and disposition of real or non-expendable property shall be determined under the provisions of Attachment N to the U. S. Office of Management and Budget Circular Nos. A-102 and A-110, Property Management Standards, which require the Agency either to pay to the County the fair market value of the asset or to transfer control of the asset to the County.

4. ADMINISTRATION

- A. The Agency shall appoint a liaison person who shall be responsible for overall administration of CDBG funded project(s) and coordination with the County Housing and Community Development Division. The Agency shall also designate one or more representatives who shall be authorized to sign the Voucher Reimbursement Requests and Program Accomplishments Forms. The names of the liaison persons and representatives shall be specified in the Exhibit(s).
- B. 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 only for the activities specified in the Exhibits in an amount not to exceed the amount specified on page 1 of the Exhibit(s), Funds Awarded. Reimbursement shall be based on a CDBG Voucher Reimbursement Request and Program Accomplishments Form submitted and signed by the Agency's authorized representative. Reimbursement is subject to the terms of Part I, paragraph 13 of this Agreement.

- B. The Agency shall submit a properly executed Voucher Reimbursement Request including copies of substantiating documentation and a Program Accomplishments Form as frequently as desired, but at a minimum no later than fifteen (15) working days after the close of each calendar quarter throughout the term of the project. The County will make payment to the Agency not more than two (2) weeks after said Reimbursement Request is received and approved by the King County Housing and Community Development Division. The County reserves the right to withhold all or any part of payment as specified in Part I, Paragraph 13A, SUSPENSION AND TERMINATION. The County will issue a statement of correction in the event that the Voucher Reimbursement Request is erroneous. Payment does not constitute absolute approval.
- C. Any reimbursement must comply with conditions of Letter of Credit Procedure Regulations 1900.23 Rev. in that funds on hand should not exceed \$5,000 if retained beyond three (3) days and that any reimbursement in excess of the amount required shall be returned to the County.

6. 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. The County shall specify whether Program Income is to be retained by the Agency or returned to the CDBG fund. Program Income will return to the CDBG fund for distribution, in accordance with the Interlocal Cooperation Agreement if the County determines that the program income will not be used to continue or benefit such projects authorized under this Agreement. If the County should authorize the Agency to retain the program income to continue or benefit a project(s), the Agency will comply with all provisions of this Agreement in expending the funds.
- 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 become unavailable 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 yet received by the County.

8. AMENDMENTS

Either party may request modifications in the scope of permissible activities, terms, or conditions of this Agreement. Proposed modifications which are mutually agreed upon shall be incorporated only 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 fifteen (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 their employees and agents, as it is for the acts and omissions of its own employees and agents, as defined in Part I, paragraph 10.B.

10. HOLD HARMLESS AND INDEMNIFICATION

- A. The Agency agrees that it is financially responsible (liable) for any audit exception or other financial loss to King County which occurs due to the negligence or failure to comply by the Agency and/or its agents, employees, subcontractors or representatives with the terms of this Agreement.
- B. The Agency further 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 Agencies who are not municipal corporations organized under the laws of the State of Washington, the insurance requirements described in paragraphs 11A., 11B. and 11C., below shall apply:

- A. Public Liability Insurance - The Agency shall, at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this Agreement, which insurance shall cover such claims as may be occasioned by any act, omission, or negligence of the Agency or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the County with the approval of the Agency which shall not be unreasonably withheld, shall not be less than five hundred thousand dollars (\$500,000) combined single limit personal injury and property damage insurance. The insurance required above shall be issued by an insurance company or companies authorized to do business within the State of Washington and must be acceptable to the County. The County shall be specifically named as an additional insured on all such policies, and all such policy or policies shall be primary to any other valid and collectible insurance.
- B. Building Risk Insurance - The Agency shall cause to be maintained, during the period that any construction 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 - Certificate or certificates or other evidence satisfactory to the County evidencing the existence and terms and conditions of all insurance required above shall be delivered to the County within five days of the Agency's receipt of the Authorization to Proceed. The policy or policies of insurance required to be maintained in accordance with this Agreement shall not be cancelled or given notice of non-renewal nor shall the terms or conditions thereof be altered or amended without sixty (60) days written notice being given to the County.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the King County CDBG Program, or any other person who exercises any functions or responsibilities in connection with the County Housing and Community Development Division, 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 King County CDBG 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 such interest on the part of the Contractor or his employees must be disclosed to the Agency and the County.

13. SUSPENSION AND TERMINATION

- A. Suspension for Failure to Perform - In the event of a failure to comply with any terms or conditions of this Contract or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to withhold all or any part of payment, suspend all or part of the contract, or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed as more specifically outlined in the Exhibit(s) to this contract. The option to withhold funds is in addition to, and not in lieu of, the County's right to termination as provided below.
- B. 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 CDBG 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) CDBG funds no longer become available from the Federal Government or through the County;
 - (4) The Agency fail to carry out activities expressed by this Agreement; or
 - (5) The Agency fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- C. 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) CDBG funds no longer become available from the Federal Government or through the County.
- D. This Agreement is subject to termination in whole or in part upon the mutual agreement by the County and the Agency.
- E. 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 paragraph 8, Part I of this Agreement.
- F. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain in the King County CDBG fund.
- G. In the event that termination occurs under paragraph B(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 REQUIREMENTS1. NONSUBSTITUTION FOR LOCAL FUNDING

For municipalities organized under the laws of the State of Washington the following paragraph on nonsubstitution for local funding shall apply:

The CDBG 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.

2. CONSTITUTIONAL PROHIBITION

CDBG funds may not be used for the acquisition, construction, rehabilitation (including historic preservation), removal of architectural barriers, or operation of active churches or other structures to be used to promote religious interests. As used in this paragraph "church" includes any organization or entity have a primarily religious purpose. The following activities will not generally not be prohibited under Constitution church/state principles from receiving CDBG assistance.

- A. Acquisition of any church-owned property at no more than fair market value for a non-religious purpose;
- B. Provision of exclusively secular public services on or using church-owned property by a corporation described in paragraph 2.D. below or other non-religious independent contractor or provider, where there is no charge for the use of such property in excess of actual cost;
- C. Repair of damage to any church-owned property caused by adjacent public improvements; and
- D. An activity carried out by an entirely secular independent corporation established by a church to receive and administer funds for exclusively non-religious purposes.

3. 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 (24 CFR Part 58) and the Federal Laws and Authorities identified therein. 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. Other Federal Environmental Laws:

Historic Preservation - 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 Part 58. 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 Part 800.

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).

National Flood Insurance - When applicable, the use of CDBG funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to Agency mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub L. 93-237)

Lead-Based Paint Poisoning - The Agency shall comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC sections 4931 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.

- C. 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.
- D. 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 met.

4. 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; Section 504 of the Rehabilitation Act of 1973; and, the Age Discrimination Act of 1975. Specifically, the Agency is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.602 (b) (1) and shall take such affirmative and corrective actions as are required by the Regulations at 24 CFR 570.602 (b) (4).

B. Specific Discriminatory Actions Prohibited

- (1) The Agency may not, under any program or activity to which this Agreement may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:
 - (i) Deny any person facilities, services, financial aid or other benefits provided under the program or activity.
 - (ii) Provide 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.
 - (iii) Subject 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.
 - (iv) Restrict 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.
 - (v) Treat 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.
 - (vi) Deny any person any opportunity to participate in a program or activity as an employee.
- (2) The Agency shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objec-

tives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

- (3) The Agency, in determining the site or location of housing or facilities provided in whole or in part with funds under this part, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, or sex; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or of the HUD Regulations.

- 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). In addition, the Agency, in implementing any housing-related project under this Agreement, shall comply with the provisions of the King County Fair Housing Ordinance, Ordinance No. 5280, as amended, which prohibits practices of housing discrimination against any person on the basis of race, color, religion, national origin, age, sex, marital status, parental status, sexual orientation, the presence of any sensory, mental or physical handicap, or the use of a trained guide dog by a blind or deaf person.

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 chap. 49.46; 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 CDBG assisted projects (Section 3, Housing and Urban 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, pay rate, and advertisement for employment. (King County Code chap. 12.16; RCW chap. 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 CDBG funded activities or owned in substantial part by project area residents. (Section 3, Housing and Urban Development Act of 1968, as amended.)

- (4) CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

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 the activities under this Agreement, the Agency shall comply with Attachment O to OMB Circular A-102 or A-110, as applicable, Procurement Standards, paragraph 9, Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area firms. Agencies shall be considered to be in compliance with this provision if at least one of the following steps is taken: (a) advertise in a minority publication in addition to publication of general circulation; (b) utilize a minority contractors bidding center; (c) utilize the King County Affirmative Action Office Certified Minority/Women's Business Enterprise Directory and King County Plan Centers.

5. PROCUREMENT STANDARDS

- A. General - 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 in 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 greater than \$10,000.
- B. Minority/Women's Business Participation - All Agencies (excluding CDBG Consortium Cities receiving pass-through funds) shall comply with the provisions of King County Minority and Women's Business Enterprises Ordinance No. 5983 as it relates to any contracts executed, and all Agencies shall comply with Federal Executive Orders 11625, 12432 and 12138, and OMB Circular Nos. A-102 and A-110, Attachment O, Paragraph 9.

6. 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 276(a)-276(a)(5)), and that they comply with the Copeland "Anti-Kickback" Act, as amended (40 U.S.C. 276(c)) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as further prescribed at 29 CFR Parts 1, 3, 5, 6 and 7; provided that this section shall not apply to rehabilitation of residential property designed for residential use by fewer than eight families, or to rehabilitation of rental property consisting of less than twelve units.

A copy of the current Davis-Bacon wages must be included in all construction bid specs and/or contracts over \$2,000.

7. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

- A. All governmental and public Agencies shall comply with the policies, guidelines, and requirements of OMB Circular Nos. A-87, "Principles For Determining Costs Applicable to Grants and Contracts and State, Local and Federally recognized Indian Tribal Governments" and A-102 including: (1) Attachment A, "Cash Depositories," except for Paragraph 4 concerning

deposit insurance; (2) Attachment B, "Bonding and Insurance;" (3) Attachment C, "Retention and Custodial Requirements for Records;" (4) Attachment G, "Standards for Grantee Financial Management Systems;" (5) Attachment I, "Monitoring and Reporting Program Performance," Paragraph 2; (6) Attachment I, "Monitoring and Reporting Program Performance," Paragraph 2; (6) Attachment J, "Grant Payment Requirements;" (7) Attachment N, "Property Management Standards," except for Paragraph 3 concerning the standards for real property as it applies to Federal agencies only; (8) Attachment O, "Procurement Standards;" and (9) Attachment P, "Audit Requirements."

- B. All non-profit Agencies shall comply with the policies, guidelines and requirements of OMB Circular Nos. A-22 "Cost Principles for Non-Profit Organizations" and A-110 including: (1) Attachment A, "Cash Depositories" except for Paragraph 4 concerning deposit insurance; (2) Attachment B, "Bonding and Insurance;" (3) Attachment C, "Retention and Custodial Requirements for Records;" (4) Attachment F, "Standards for Financial Management Systems;" (5) Attachment H, "Monitoring and Reporting Program Performance," Paragraph 2; (6) Attachment N, "Property Management Standards," except for Paragraph 3 concerning the standards for real property as it applies to Federal agencies only; and (7) Attachment O, Procurement Standards.

8. 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 (or leasehold) where the subject project calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements. The extent of the property interest or leasehold is described in the Annual CDBG Policy Plan. Such arrangements may be necessary to meet Federal requirements regarding ownership of property, fees, and use by the general public. The Agency shall comply with current County policy regarding transfer of a property interest sufficient to meet any public ownership requirement imposed by law.

9. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a "state agency" for any activity assisted under this Agreement shall comply with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC 4601 et seq.) and the Regulations at 24 CFR Part 42.
- B. Implementation of any project provided for in this Agreement will be undertaken so as to minimize involuntary displacement of persons, businesses, nonprofit organizations, or farms to the greatest extent feasible.
- C. Any displacement of persons, businesses, nonprofit organizations, or farms occurring as the result of acquisition of real property assisted under this Agreement shall comply with the Uniform Act, the Regulations at 24 CFR Part 42, and King County's Displacement Policy required by Federal CDBG regulations at 24 CFR 570.307, and adopted by the King County Council as part of the CDBG Policy Plan. The Agency shall comply with the Regulations pertaining to costs of relocation and written policies, as specified by the King County Displacement Policy.

10. 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 CDBG 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 \$25,000 or less. In instances where it is not practical, feasible, or appropriate to affix a construction sign to the site, the Agency may request to substitute a community information process for the construction sign requirement.
- C. The Agency acknowledges that this Agreement and any other information provided by it to the County and/or relevant to the Project(s) described in

the Exhibit(s) are subject to the Washington State Public Disclosure Act, RCW chap. 42-17.

11. OTHER FEDERAL REQUIREMENTS

The absence of mention in this Agreement of any other Federal requirements which apply to the award and expenditure of the Federal funds made available by this Agreement 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 U.S.C. Chapter 15) regarding political activities.

PART III - EVALUATION AND RECORDKEEPING1. 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 Agreement 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 Agreement and during the period of retention specified in this Part III.

3. RECORDS

The Agency shall compile and maintain as applicable 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 Attachment G to the U. S. Office of Management and Budget Circular A-102 for governmental agencies, and Attachment F to OMB Circular A-110 for non-profit agencies. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

B. Citizen Participation - For municipalities organized under the laws of the State of Washington the following citizen participation requirement shall apply:

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 and to comment on past performance of CDBG projects. Citizen input, including complaints, must be kept on file.

C. Relocation - Agency recordkeeping must comply with the Uniform Act implementing regulations at 24 CFR Part 42. 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 must be kept.

D. Property Acquisition - For municipalities organized under the laws of the State of Washington the following property acquisition requirement shall apply:

Agency files must contain a separate acquisition file for each acquisition process documenting compliance with the implementing regulations for the Uniform Act at 24 CFR Part 42. Major requirements include: (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 570.603.

G. Miscellaneous Records - The Agency shall maintain such other records as may be required by HUD or the County.

4. RETENTION OF RECORDS

Records required in connection with this Agreement 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 (3) years after such findings have been resolved. (2) Records for nonexpendable property shall be retained for three (3) years after its final disposition. Nonexpendable property is defined in Attachment N to U. S. Office of Management and Budget Circular No. A-102 for governmental agencies and Circular No. A-110 for non-profit organizations.

5. REPORTS

The Agency shall submit such reports as required by the County at such times as required by the County. Notwithstanding any other provision of this Agreement to the contrary, the reports required by the County shall be submitted by the Agency no less than on an annual basis. Such reports shall also be submitted prior to project completion.

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