

CONTRACT BETWEEN KITTITAS COUNTY
AND HOPESOURCE

THIS AGREEMENT, made and entered into by and between KITTITAS COUNTY (hereinafter referred to as “**County**”) and HOPESOURCE (hereinafter referred to as “**Contractor**”) **WITNESSES THAT:**

WHEREAS, the County and the Contractor desire to enter into a Contract to formalize their relationship; and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Washington State Department of Commerce (formerly known as the Department of Community, Trade and Economic Development or CTED, and hereinafter referred to as “**Commerce**”) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds from the Small Cities Discretionary Community Development Block Grant Program (hereinafter referred to as “CDBG funds”) to units of local government selected to undertake and carry out certain programs and projects under the Washington State Community Development Block Grant Program in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the County, as part of its CDBG Grant Agreement with Commerce, under **Contract Number No. 10-64100-005**, has been awarded CDBG funds for the purposes set forth herein as **Attachment 1**, and in said CDBG Contract No. 10-64100-005 as **Attachment A**, which is appended hereto and incorporated herein by reference; and

WHEREAS, the Scope of Work included in said Contract No. 10-64100-005 and in this Contract is authorized as part of the County’s approved CDBG Project; and

WHEREAS, it would be beneficial to the County to utilize the Contractor as an independent entity to accomplish the Scope of Work as set forth herein, and such endeavor would best accomplish the objectives of the local CDBG Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services Provided by the Parties.
 - a. The Contractor shall complete in a satisfactory and proper manner, as determined by the County, the work activities described in the Scope of Work set forth in **Attachment 1** herein, and in **Attachment A** to Contract No. 10-64100-005 above mentioned.
 - b. The County will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work (two attachments) and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance.

Expenditures covered by the grant which provides funding for this Contract can be incurred as of January 1, 2010, but the effective date of this Contract shall be the date the Contract is signed by all parties. The termination date of this Contract shall be **June 30, 2011**.

3. Consideration.

- a. The County shall reimburse the Contractor in accord with the Payment Schedule set forth in **Attachment 2** of this Contract for all allowable expenses agreed upon by the parties to complete the Scope of Work.
- b. In no event shall the total amount to be reimbursed by the County exceed the sum of **\$161,948.00**. Reimbursement under this Contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.
- c. It is understood that this Contract is funded in whole or in part with CDBG funds through the Washington State Community Development Block Grant Program as administered by the Washington State Department of Commerce and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the State may prescribe.
- d. Kittitas County was awarded **\$161,948.00** in CDBG Public Service Grant funds for 2010-2011, to fund new and increased CDBG eligible public services.
- e. Kittitas County will make **\$161,948.00** available to HopeSource (Contractor) to provide public services between January 1, 2010 and June 30, 2011, for the purpose of assisting at least 5,600 people who qualify under the HUD low- and moderate-income limits (LMI) within the Kittitas County service area. Public Services will be provided in housing, emergency assistance, nutrition, and linkages.
- f. A total of **\$4,500.00** is also available to Kittitas County for general administration costs incurred between January 1, 2010 and June 30, 2011.

4. Records:

- a. The Contractor agrees to maintain such records and follow such procedures as may be required under the State's CDBG Program and any such procedures as the County or Commerce may prescribe. In general, such records will include information pertaining to the Contract obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.
- b. All such records and all other records pertinent to this Contract and work undertaken under this Contract shall be retained by the Contractor for a period of six (6) years after final audit of the County's CDBG project unless a longer period is required to resolve audit findings or

~~litigation. In such cases, the County shall request a longer period of record retention, until all~~
litigation, claims, or audit findings involving the records have been finally resolved.

- c. The County, the State Department of Commerce, and other duly authorized officials or representatives of the state and federal government shall have full access and the right to examine any pertinent books, documents, papers, and records of the Contractor related to this local program and contract, including those of persons or organizations with which the Contractor may contract, for the purpose of making audit examination, excerpts, and transcriptions.

5. Relationship.

The relationship of the Contractor to the County shall be that of an independent contractor rendering professional services. The Contractor shall have no authority to execute contracts or to make commitments on behalf of the County. The Contractor and its employees, agents or representatives performing under this Contract are not employees, agents or representatives of the County, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Contractor. The Contractor will not hold itself out as or claim to be an officer, employee, agent or representative of the County by reason of this Contract, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such officer, employee, agent or representative under law.

6. Suspension, Termination, and Close Out.

If the Contractor fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including but not limited to the suspension or termination of this Contract in the manner specified herein.

- a. Option of County – Termination or Suspension. If the Contractor fails to comply with the terms and conditions of this Contract or whenever the Contractor is unable to substantiate full compliance with provisions of this Contract, at the County's option the County may either terminate or suspend the Contract in whole or in part upon written notice to the Contractor. Such termination or suspension shall be deemed "for cause." Termination shall take effect on the date specified in the notice.
- b. Suspension. In the event the County determines that the Contractor failed to comply with any term or condition of this agreement, the County may provide seven (7) days written notice to the Contractor or its authorized representative, and suspend the Contract pending correction action or investigation. Suspension will remain in full force and effect until the Contractor has taken corrective action to the satisfaction of the County and the Contractor is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the Contractor or its authorized representative during the period of suspension will be allowable under the Contract except:

- (1) Reasonable, proper, and otherwise allowable costs which the Contractor could not avoid during the period of suspension;

(2) ~~If upon investigation, the Contractor is able to substantiate complete~~ compliance with the terms and conditions of this Contract, otherwise allowable costs incurred during the period of suspension will be allowed; and

(3) In the event all or any portion of the work prepared or partially prepared by the Contractor is suspended, abandoned, or otherwise terminated, the County shall pay the Contractor for work performed to the satisfaction of the County, in accord with the percentage of work completed.

b. Termination for Cause - If the Contractor fails to comply with the terms and conditions of this Contract and any of the following conditions exists:

(1) Lack of compliance with the provisions of this Contract was of such scope and nature that the County deems continuation of the Contract to be substantially detrimental to the interests of the County;

(2) The Contractor has failed to take satisfactory action as directed by the County or its authorized representative within the specified time period;

(3) The Contractor has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,

the County may notify the Contractor that the County is terminating the Contract in whole or in part, together with the reasons for termination and the effective date. After the effective date of termination, no charges incurred under any termination portions of the Scope of Work are allowable.

c. Termination for Other Grounds - This Contract may also be terminated in whole or in part as follows:

(1) By the County with the consent of the Contractor, or by the Contractor with the consent of the County, in which case the two parties shall devise by mutual agreement the conditions of termination, including the effective date and in case of termination in part, that portion to be terminated:

(2) If the funds allocated by the County for this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing the contracted services;

(3) In the event the County fails to pay the Contractor within sixty (60) days after the Contractor's invoices are rendered, the Contractor shall have the right to consider such failure a breach of this agreement, whereby the duties of the Contractor under this agreement may be terminated. In such event the County shall then promptly pay the Contractor for all services performed and all allowable expenses incurred; and

- (4) The County may terminate this Contract at any time by giving the Contractor at least ten (10) days written notice. If the Contract is terminated for the County's convenience as provided herein, the County will pay the Contractor for the Contractor's work and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

From time to time the County may require changes or modifications in the Scope of Work that the Contractor shall perform. Such changes or modifications, including any decrease or increase in the amount of compensation mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Personnel.

- a. The Contractor represents that the Contractor has, or will secure at Contractor's own expense, all personnel in order to perform under this Contract. Such personnel shall not be employees of the County or have any contractual relationship to the County.
- b. All services required hereunder will be performed by the Contractor or under the Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted by the Contractor without the County's prior written approval. Any work or services subcontracted hereunder shall be specified in a written contract or agreement and shall be subject to each provision of this Contract.
- d. The Contractor shall comply with prevailing wage laws as provided in state and federal law, shall maintain records sufficient to evidence such compliance, and shall make such records available for the County's review upon request.

9. Assignability.

The Contractor shall not transfer or assign any interest under this Contract without prior written consent of the County thereto: *Provided*, however, that the Contractor's claims for money from the County under this Contract may assigned to a bank, company, or other financial institution without such approval. In such event, the Contractor shall promptly furnish the County with written notice of the assignment or transfer.

10. Reports and Information.

The Contractor, at such times and in such forms as the County may require, shall furnish periodic reports pertaining to the activities undertaken pursuant to this Contract. These reports may include but are not limited to: procurement and contracting records, documentation of compliance with HUD civil rights requirements, job creation records, program income reports,

reports of the costs and obligations incurred or to be incurred in connection therewith, and any other matters requested by the County and covered by this Contract.

11. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the County. However, any records that come into possession of the County in connection with this Contract may be subject to public disclosure to the extent required by Washington law.

12. Copyright.

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

13. Insurance.

- a. The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County from any claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the Contractor or a subcontractor of the Contractor, if any, or agents of either, while performing under the terms of this Contract.
- b. The insurance required shall be issued by an insurance company authorized to do business in the State of Washington. Except for Professional Liability or Errors and Omissions insurance, the insurance shall name Kittitas County, its agents, officers and employees as additional insureds under the insurance policy, and the policies shall provide or be endorsed to provide that the Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
- c. The Contractor will maintain all required policies in force from the time services commence until services are completed. The Contractor will provide a current or updated copy of all insurance policies specified in this agreement upon request by the County. Before expiration, the Contractor will renew any certificates, policies and endorsements scheduled to expire before completion of services.
- d. All policies obtained by the Contractor shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification, by certified mail, return receipt requested.
- e. The Contractor shall submit to the County within fifteen (15) calendar days of the execution of this Contract, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of this Contract, the Contractor shall

submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

f. The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

- (1) Commercial General Liability Insurance Policy. Provide a commercial general liability insurance policy, including contractual liability, written on an occurrence basis, that does not exclude any activity to be performed in fulfillment of this Contract, in adequate quantity to protect against legal liability arising out of Contract activity but no less than One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts, if any.
- (2) Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is One Million Dollars (\$1,000,000) per occurrence, using a Combined Single Limit for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (3) Professional Liability, Errors and Omissions Insurance. Where professionals, acting on behalf of the Contractor, perform professional services to effectuate the services under this Contractor, the Contractor shall maintain Professional Liability or Errors and Omissions insurance. The Contractor shall maintain minimum limits of no less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) policy general aggregate, to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. Kittitas County, its agents, officers, and employees need *not* be named as additional insureds under this policy of professional liability or errors and omissions insurance.
- (4) Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51 RCW, and will provide evidence of coverage to the County. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the County that the Contractor is currently paying workers' compensation.

g. Miscellaneous Insurance Provisions.

- (1) The Contractor will place insurance with insurers licensed to do business in the State of Washington and having ratings of no less than A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the County. Excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- (2) By requiring insurance herein, the County does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to the County in this Contract.

14. Equal Opportunity Treatment for Faith Based Organizations.

The Contractor agrees to comply with the requirements of 24 CFR 570.200(j) Housing and Urban Development Department (HUD).

15. Compliance with Laws.

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, policies, licensing, accreditation and registration requirements or standards of local, state and federal governments, as now or hereafter amended, necessary to perform under this Contract, including but not limited to the following:

- a. Title VI of the Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (42 U.S.C. 2002d et seq., 24 CFR Part 1).
- b. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. Age Discrimination Act of 1975, as amended. No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 6101 et. seq.).
- d. Section 504 of the Rehabilitation Act of 1973, as amended. No otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

~~(including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds. (29 U.S.C. 794).~~

- e. Public Law 101-336, Americans with Disabilities Act of 1990. Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, activities of a public entity, or be subjected to discrimination by any such entity.
- f. Section 3 of the Housing and Community Development Act of 1968, Compliance in the Provision of Training, Employment, and Business Opportunities:
 - (1) The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment are to be given to lower-income residents of the project area; and contracts for work in connection with the project shall be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
 - (2) Prior to the execution of this Contract, the Contractor will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135 and 24 CFR 570.607(b), and all applicable rules and orders of HUD and the Washington State Department of Commerce issued thereunder. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these provisions.
 - (3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - (4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided the Contractor with a primary statement of ability to comply with the requirements of these regulations.

~~(5) Compliance prior to the execution of this Contract, with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and the Washington State Department of Commerce issued hereunder shall be a condition of the federal financial assistance provided to the project, and shall be binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the Contractor and subcontractors, their successors and assigns, to those sanctions specified by the grant or loan agent or Contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.~~

16. Noncompliance with Nondiscrimination Laws. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements with the County. The Contractor shall, however, be given a reasonable time in which to cure any such noncompliance.

17. Anti-Lobbying Certification and Disclosure. Contractor certifies by signing this Contract that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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. The above provisions will be met if the grant award from the State Department of Commerce exceeds \$100,000 and will ensure that their provisions are included in any sub grant, contract, and subcontracts exceeding \$100,000 of grant funds.

18. Prohibited Interests.

- a. County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning or carrying out of the project shall have any personal financial interest direct or indirect in this Contract; and the Contractor shall also take appropriate steps to assure compliance.
- b. Other Public Official. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to compliance.
- c. Contractor and Employees. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, directly or indirectly, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the Contractor's performance hereunder. The Contractor further covenants that during the

~~performance of this Contract the Contractor shall not employ any person having such~~
interest. In performing under this agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

- d. By signing this Agreement the Contractor further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Contractor is unable so to certify, the Contractor shall attach an explanation to this Contract.

19. Audits and Inspections.

- a. Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, must have an audit conducted in accord with the Office of Management and Budget (OMB) Revised Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a Schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. The schedules shall include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying agreement numbers
- Catalog of federal domestic assistance (CFDA) number
- Grantor agreement number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

- b. Audits of non-profit organizations shall be conducted by a certified public accountant selected by the Contractor in accord with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."
- c. The County, the State Department of Commerce, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this Contract by whatever legal and reasonable means are deemed expedient by the County, Commerce, the State Auditor, and HUD.

20. Duplicate Payment. The Contractor certifies that work to be performed under this agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

21. Hold Harmless/Indemnification.

- a. Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees, volunteers, representatives and agents. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract.
- b. The Contractor agrees to indemnify and hold harmless the County, its appointed and elective officers, employees, volunteers, representatives and agents, from and against all loss and expense, including attorney's fees and costs, by reason of any and all claims and demands upon the County, its elected and appointed officers, employees, volunteers, representatives and agents, from damages sustained by any person(s), arising out of or in consequence of the Contractor's and/or its agents' performance of any work embraced by this Contract.
- c. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the County for any breach in performance of the Contractor's duties. Every subcontract, if any, shall include a term that the County, the State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's or a subcontractor's performance of the subcontract.

22. Governing Law and Venue. This Contract shall be construed and interpreted in accord with the laws of the State of Washington, and venue of any action brought hereunder shall be in the Superior Court for Kittitas County.

23. Waiver. Waiver of any default or breach of this Contract shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by an authorized representative of the County.

24. Severability. If any provision of this Contract or any provision of any document attached or incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

25. Entire Agreement.

This agreement contains all terms and conditions agreed to by the County and the Contractor, including by incorporation and reference the CDBG Contract between the State Department of Commerce and Kittitas County, Contract No. 10-64100-005. The Attachments to this Contract between Kittitas County and HopeSource are identified as follows:

Attachment 1 -- Scope of Work (1 page).

Attachment A -- Scope of Work and Budget attached to CDBG Contract
No. 10-64100-005 as Attachment A (1 page).

Attachment 2 -- Payment Schedule (1 page).

IN WITNESS WHEREOF, the Contractor and Kittitas County have executed this Contract as of the date and year last written below.

Dated this _____ day of _____, 2010.

KITTITAS COUNTY COMMISSIONERS

HOPESOURCE:

Mark McClain, Chair

Governing Body Director

Paul Jewell, Vice Chair

Alan Crankovich, Commissioner

Attest:

Approved As To Form:

Clerk of the Board

Prosecuting Attorney

SCOPE OF WORK**Grantee: Kittitas County, Contract No. 10-64100-005**

Both parties hereto agree that the following constitute project goals, objectives, parameters, and constraints or limitations and hereby establish a periodic review procedure by which the parties can mutually evaluate progress and compliance in meeting these criteria:

BRIEF DESCRIPTION

Kittitas County will make **\$161,948.00** available to HopeSource (Contractor) in CDBG Public Service Grant funds, to provide public services between January 1, 2010 and June 30, 2011, for the purpose of assisting at least 5,600 people who qualify under the HUD low- and moderate-income limits (LMI) within the Kittitas County service area. Public Services will be provided in housing, emergency assistance, nutrition, and linkages. A total of **\$4,500.00** is also available to Kittitas County for general administration costs incurred between January 1, 2010 and June 30, 2011.

PROJECT GOALS AND EXPECTED RESULTS**General Administration**

- Satisfy all requirements for the proper handling and distribution of CDBG funds targeted to this project.
- Establish and maintain administrative point of contact and program administration procedures; and record keeping and financial management systems in accordance with federal and state CDBG requirements.
- Compile, complete and submit all necessary CDBG reports, as requested.

Public Service

- Ensure compliance with all state and federal regulations and procedures.
- Provide and accomplish public services during 2010 and 2011, as described in the submitted application budget detail, which is hereby incorporated into this Contract by reference.

PROJECTED ACTIVITIES**BUDGET AMOUNT****General Administration**

- | | |
|---|-------------|
| • Establish and maintain administrative, financial, reporting and record-keeping systems. | \$ 4,500.00 |
| • Complete applicable civil rights requirements. | |
| • Submit a CDBG Grantee Close-Out Performance Report. | |

Public Service

- | | |
|--|---------------|
| • Provide public services through the community action agency for self sufficiency service categories. | \$ 161,948.00 |
| • Comply with all state and federal regulations and procedures in providing public services. | |
| • Conduct final public hearing to review program performance. | |

ATTACHMENT 2

PAYMENT SCHEDULE

HopeSource (Contractor) will submit a monthly bill to the County by the 10th day of each month. The County will forward this bill to the State of Washington Department of Commerce by the 15th day of the month. After receiving payment from Commerce, the County will then pay HopeSource on the last working day of the month in which payment is received by the County.

Attachment A – 2010 Scope of Work and Budget
Contractor: Kittitas County
Contract Number: 10-64100-005

Section C: Project Schedule and Budget

Budget Category	Project Activities	Schedule	Budget Amount
21A General Admin.	<ul style="list-style-type: none"> Execute grant agreement with the Commerce. Establish and maintain administrative, financial, reporting, and record keeping systems. Review and approve community action agency reimbursement requests and submit requests to Commerce. Complete applicable civil rights requirements. Submit CDBG Beneficiary Reports within 30 days of end of each calendar quarter. Conduct an on-site monitoring of the subrecipient community action agency to verify the grant is used according to CDBG rules and all costs reimbursed are allowable. Resolve all monitoring issues with the Contracts Administration Unit. Conduct final public hearing to review program performance. Submit a CDBG Grantee Closeout Performance Report and request final five percent of CDBG funds. 	<p>By 3/10 Ongoing At least quarterly</p> <p>By 6/10 By April 30, July 30, Oct 30, Jan 30</p> <p>Between 4/10 and 3/11</p> <p>By 4/11 By 5/11 By 7/31/11</p>	\$4,500
05 Public Services	<ul style="list-style-type: none"> Verify subrecipient is not on federal Excluded Parties List (EPLS). Provide documentation to Commerce. (Amend as needed and) submit a signed subrecipient agreement that includes the county's quarterly subrecipient reporting requirement. Assure delivery of public services through the local community action agency. Comply with all state and federal regulations, policies and procedures for public services. 	<p>By 3/10 By 3/10 Ongoing Ongoing</p>	\$161,948
TOTAL:			\$166,448

Attachment A – 2010 Scope of Work and Budget

Contractor: Kittitas County
Contract Number: 10-64100-005

Section A: Brief Description

Kittitas County will make \$161,948 in CDBG Public Services Grant funds available to the grant subrecipient community action agency, HopeSource, for new and increased CDBG eligible public services. The subrecipient will assist at least 5,600 people who qualify under the HUD low- and moderate-income limits for the Kittitas County service area. The county will receive up to \$4,500 for general administration costs. This grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between January 1, 2010 and June 30, 2011.

Section B: Goals/Expected Results/Products

Budget Category	Goals/Expected Results/Products
21A General Admin.	<ul style="list-style-type: none">▪ Satisfy all requirements for the proper handling and distribution of CDBG funds targeted to this project.▪ Establish and maintain administrative point of contact and program administration procedures, and record keeping and financial management systems in accordance with federal and state CDBG requirements.▪ Compile, complete, and submit all necessary CDBG reports, as required.▪ Conduct at least one on-site monitoring review of the subrecipient during the term of this contract.
05 Public Services	<ul style="list-style-type: none">▪ Ensure compliance with all state and federal regulations and procedures.▪ Provide new or increased levels of eligible public services and accomplish related outcomes as described in the 2010 CDBG application, which is incorporated into the contract by reference.