AFFORDABLE HOUSING PROGRAM
GRANT AGREEMENT

This Affordable Housing Surcharge Fund Grant Agreement ("Agreement") is entered into between KITTITAS COUNTY, a political subdivision of the State of Washington (the "County"), and HopeSource, Senior Rent Assistance Program ("Recipient").

ARTICLE I — PURPOSE AND TERM

Section 1.1 Purpose: The purpose of this Agreement is to distribute affordable housing surcharge funds awarded pursuant to RCW 36.22.178.

Section 1.2 Term: This Agreement shall take effect on January 1, 2010 and terminate on December 31, 2010.

ARTICLE II — GRANT AMOUNT, USE AND BUDGET

Section 2.1 Grant Amount: The Recipient is awarded a total of $61,500 (the "Grant Award"). Grant Award # AH2010-002.

Section 2.2 Use of Grant. The Recipient shall use the Grant Award solely for the purposes and in the manner described in **Exhibit A - Statement of Work and Project Timeline** (the "Project"). Adjustments to Proposed Project Timelines may be requested in writing, to the Committee and recommended to the Board of Kittitas County Commissioners. These recommendations may granted or denied at the discretion of the Board of Kittitas County Commissioners.

Section 2.3 Budget. The Grant Award shall be expended by the Recipient as set forth in **Exhibit B — Budget.** Adjustments to Proposed Project Budgets may be requested in writing, to the Committee and recommended to the Board of Kittitas County Commissioners. These recommendations may be granted or denied at the discretion of the Board of Kittitas County Commissioners.

ARTICLE III — DISBURSEMENTS

Section 3.1 Disbursement of Grant Award Funds. Not more frequently than once a month, the Recipient may request disbursement from the Grant Award. Each disbursement request must be made by the Recipient submitting to the County at the address specified in Section 5.2 a properly completed Reimbursement Request form. The request must identify the work performed and be accompanied by a summary of all allowable costs and expenses incurred for which the Recipient is seeking disbursement, unless further documentation is

requested by the Committee, the Kittitas County Auditor's Office, or the BOCC. The Recipient will be subject to periodic on-site audits to ensure that satisfactory supporting documentation of all allowable costs and expenses are being kept. Within 30 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the County shall pay the amount of the invoice to the Recipient at the address specified in Section 5.2.

Section 3.2 Advance Disbursement. The Recipient may request disbursement from the Grant Award in advance of actual expenditure only as follows:

A. Capital Construction or Operation: If the Project is for the purpose of capital construction or operation, the Recipient may request advance disbursement of up to 50 percent of the Grant Award. If the request is granted, the Recipient must reconcile the advance in its last disbursement request at the end of the County's fiscal year.

B. Capital Purchase Grant: If the Project is for the purpose of capital purchase, the Recipient may request advance disbursement of up to 100 percent of the Grant Award. If the request is granted, the Recipient must within 60 days of disbursement submit a County Reimbursement Request fully documenting the use of the disbursement.

C. Rental Assistance: If the Project is for the purpose of providing rental assistance, the Recipient may request advance disbursement of up to 25% of the Grant Award each quarter. If the request is granted, the Recipient must reconcile the advance at the end of the quarter, before submitting the next advance disbursement request. All types of advance disbursement requests must be directed in writing to the Committee and contain sufficient information for the request to be evaluated. Advance disbursements may be granted or denied in the sole discretion of the BOCC.

Section 3.3 Disbursement Limitations. In no event will the County ever be required to disburse funds in excess of the Grant Award. In addition, unless expressly provided otherwise in this Agreement: (a) no disbursements will be made in advance of costs or expenses being incurred; and (b) no costs or expenses incurred by the Recipient prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.4 Disbursement Without Prejudice. Any disbursement made by the County to the Recipient shall be without prejudice to the County's rights later to challenge the propriety of the Recipient's claimed costs or expenses.

Section 3.5 Withholding Disbursements. If the Recipient fails to perform any obligation under this Agreement and the failure has not been cured within 10 days following oral or written notice from the County or the Committee, the County may,

without penalty and in its sole discretion and upon written notice to the Recipient, withhold all monies otherwise due the Recipient until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

ARTICLE IV—REPORTS AND RECORDKEEPING

Section 4.1 Quarterly Progress Reports. Except as may otherwise be provided in **Exhibit A,** at least once a quarter, and upon request from time to time, the Recipient shall provide a report on the progress made to date on the Project, using such form and meeting such requirements as determined by the Committee. Such progress reports shall be provided by the Recipient to the Committee and to the County at its address specified in Section 5.2.

Section 4.2 Record Retention; Review. The Recipient shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, the Recipient shall provide the County, or its authorized agents, with full access to all of the Recipient's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

ARTICLE V — CONTRACT ADMINISTRATION AND NOTICES

Section 5.1 Personnel. The Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in full compliance with title 51 of the Revised Code of Washington ("RCW").

Section 5.2 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE COUNTY: Judy Pless, Budget & Finance Manager
County Auditor's Office
205 West 5th – Suite 105
Ellensburg WA 989526
509-962-7502
Judy.pless@co.kittitas.wa.us

FOR THE RECIPIENT: Geoff Crump, Chief Operations Officer
HopeSource
601 W 5th Ave.
Ellensburg, WA 98926

A party may change its designated representative or address by providing written notice to the other party.

Section 5.3 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day. E-mail addresses, if listed in this Agreement, are provided only for convenience and not for notice purposes.

ARTICLE VI - INSURANCE

Section 6.1 Professional Legal Liability. The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient's profession. The coverage will have a limit of not less than One Million Dollars ($1 million) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Recipient's services under the Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Recipient's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Workers' Compensation and Employer Liability. The Recipient will maintain workers' compensation insurance as required by Title 51 RCW, and will provide evidence of coverage to the BOCC. If the Contract is for over $50,000, then the Recipient will also maintain employer liability coverage with a limit of not less than One Million Dollars ($1 million). The Recipient will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the County that the Recipient is currently paying workers' compensation.

Section 6.3 Commercial General Liability. The Recipient will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than One Million Dollars ($1 million) per occurrence. The general aggregate limit will apply separately to the Contract and be no less than Two Million Dollars ($2 million). The Recipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement. Specialized

forms specific to the industry of the Recipient will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 6.4 Miscellaneous Insurance Provisions.

A. The Recipient will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that 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.

B. The insurance limits established by this section are not intended to indicate the Recipient's exposure, nor are they limitations on the Recipient's indemnification duties. This section shall survive termination of this Agreement.

C. The policy shall be endorsed and the certificate shall reflect that the County, its officers, officials, employees, agents and representatives, are an additional insured with respect to activities under the contract, and the policy will contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents and representatives as an additional insured.

D. The certificate will, at a minimum, list limits of liability and coverage. The Recipient will furnish the County with properly executed certificates of insurance or a signed policy endorsement, including the additional-insured provision, which will clearly evidence all insurance required in this Section, before work under this Agreement shall commence, but no later than Ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.

E. The Recipient will maintain all required policies in force from the time services commence until services are completed. The Recipient will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the County. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision. Written notice of cancellation or change must be delivered to the County as set forth in Sections 5.2 and 5.3.

F. If the Recipient's liability coverage is written as a claims-made policy, then the Recipient must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

G. The Recipient's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, agents and representatives.

H. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, agents or representatives.

I. The Recipient's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability. The Recipient will include all subcontractors as insurers under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

ARTICLE VII —INDEMNIFICATION

Section 7.1 Indemnification. To the fullest extent permitted by law, the Recipient shall indemnify, defend and hold harmless the County, the Committee and the BOCC, and all County officials, officers, employees, agents and each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of the Recipient, its subcontractors, third parties, the County, the Committee or the BOCC, or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom.

Section 7.2 Recipient's Duty to Indemnify. The Recipient's duty to indemnify, defend and hold harmless includes but is not limited to claims by the Recipient's or any subcontractor's officers, employees or agents. The Recipient's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of Kittitas County, the Committee or the BOCC, or of the officials, officers, employees, agents or representatives of Kittitas County, the Committee or the BOCC.

Section 7.3 Waiver of RCW Title 51 Immunity. Solely for purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to indemnify, defend and hold harmless shall survive termination of this Agreement.

ARTICLE VIII—NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. The Recipient shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. The Recipient and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. Kittitas County, the Committee and the BOCC shall have no obligation to ensure such compliance.

ARTICLE IX — TERMINATION

Section 9.1 Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate the contract. In the event of such a termination, the nondefaulting party shall have all rights and remedies available to it under law.

ARTICLE X — MISCELLANEOUS

Section 10.1 Permissible-Use Warranty. The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses for affordable housing surcharge funds as established by RCW 36.22.178. This section shall survive termination of this Agreement.

Section 10.2 Organizational-Status Warranty. The Recipient warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the Committee's and the County's activities under it, shall not be construed as creating any kind of partnership or

joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties, the Committee, or the County.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.5 Assignment. The Recipient shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Kittitas County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Kittitas. This section shall survive the termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Exhibits. The following exhibits are incorporated into this Agreement by reference: (a) Exhibit A — Statement of Work and Project Timeline; and (b) Exhibit B — Budget.

KITTITAS COUNTY:

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Board Chair

_____
Board Vice-Chair

DATE: _____

_____
Commissioner

RECIPIENT:

_____
By: (Print Name)

Title: _____

DATE: _____

EXHIBIT A - STATEMENT OF WORK AND PROJECT TIMELINE

I. STATEMENT OF WORK

Funds will be used to support low income persons over 65 who need rental assistance to stay in their place of residency.

EXHIBIT B — BUDGET

*For each Quarterly Report, identify the activities, services, and expenditures that are being funded by this grant. Include data describing the number of persons and/or families that have received services under the program funded by this grant.

Quarterly reports are due on the following:

April 30, 2010

July 30, 2010

October 30, 2010

December 31, 2010 – annual report due

Please send a copy of each report to:

Kittitas County Homeless and Affordable Housing Committee
Kittitas County Board of Commissioners
Kittitas County Auditor's Office, Judy Pless

*Reporting requirements may be amended by the Committee so that appropriate data can be gathered.