Department of Commerce

Innovation is in our nature.

Contract to:

Kittitas County

Through

Community Development Block Grant Program (CDBG)
Public Services Grant

For:

Provide public services through HopeSource to low- and moderate-income persons in Kittitas County.

Start date: 7/1/201

TABLE OF CONTENTS

Face Sheet 1

Special Terms and Conditions

1. Definitions 1
2. Access to Records 1
3. Acquisition and Disposition of Assets 1
4. Anti-Lobbying Certification and Disclosure Form 1
5. Billing Procedures and Payment 1
6. Central Contractor Registration 2
7. Closeout 2
8. Contract Management 3
9. Environmental Review 3
10. Equal Opportunity Treatment for Faith Based Organizations 3
11. Insurance 4
12. Notification of Tenant Rights/Responsibilities 4
13. Performance Reporting 4
14. Program Income 5
15. Subcontracts for Engineering Services 5
16. Order of Precedence 5

General Terms and Conditions

1. Definitions 1
2. All Writings Contained Herein 1
3. Amendments 1
4. Assignment 1
5. Attorney Fees 1
6. Audit 1
7. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion 3
8. Confidentiality/Safeguarding of Information 3
9. Conformance 4
10. Copyright Provisions 4
11. Disputes 4
12. Ethics/Conflicts of Interest 5
13. Governing Law and Venue 5
14. Indemnification 5
15. Independent Capacity of the Contractor 5
16. Industrial Insurance Coverage 5
17. Laws 5
18. Licensing, Accreditation and Registration 7
19. Limitation Of Authority 7
20. Noncompliance With Nondiscrimination Laws 7
21. Political Activities 7
22. Prevailing Wage Laws 8
23. Procurement Standards for Federally Funded Programs 8
24. Prohibition Against Payment Of Bonus Or Commission 9
25. Publicity 9
26. Recapture 9

27. Records Maintenance 9
28. Registration With Department Of Revenue 9
29. Savings 9
30. Severability 9
31. Subcontracting 9
32. Survival 10
33. Taxes 10
34. Termination for Cause/Suspension 10
35. Termination for Convenience 10
36. Termination Procedures 10
37. Waiver 11

Attachment A, Scope of Work and Budget

Attachment B, State and Federal Requirements and Assurances

Attachment C, Letter to Incur Costs (if applicable)

Contract Number: 12-65400-005

Washington State Department of Commerce
Local Government and Infrastructure Division
Community Development Block Grant (CDBG) Program
Public Services Grant

1. Contractor	**2. Contractor Doing Business As (optional)**
Kittitas County 205 W 5th Avenue - Suite 108 Ellensburg, WA 98926	Susan Grindle, Chief Executive Officer HopeSource 700 E. Mountain View Ave, Suite 501 Ellensburg, WA 98926
3. Contractor Representative	**4. COMMERCE Representative**
Judy Pless, Budget and Finance Manager Phone: (509) 962-7502 Fax: (509) 962-7687 Email: judy.pless@co.kittitas.wa.us	Diane Mayfield, Project Manager Phone: (360) 725-3022 Fax: (360) 586-8440 diane.mayfield@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$81,246	**Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	7/1/2012	6/30/2013

9. Federal Funds (as applicable)	**Federal Agency**	**CFDA Number**
$81,246	U.S. Department of Housing and Urban Development (HUD)	14.228

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
91-6001349	0010475-00	N/A	01-020-2547

14. Contract Purpose

Provide public services through HopeSource to low- and moderate-income persons in Kittitas County. A full description of this project is in Attachment "A" – Scope of Work and Budget.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Special and General Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – State and Federal Requirements and Assurances, Attachment "C" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Contractor's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.

FOR CONTRACTOR

The Honorable Alan Crankovich
Kittitas County Commissioner

July 3, 2012
Date

FOR COMMERCE

Karen J. Larkin, Assistant Director
Local Government and Infrastructure Division

July 11, 2012
Date

APPROVED AS TO FORM ONLY

Sandra C. Adix, Assistant Attorney General (Signature on File)

July 1, 2010
Date

SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. **DEFINITIONS**
   - **A.** "Contractor" and "Grantee" in this Contract shall mean the same as the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, and the term "grantee" found in the state's CDBG Management Handbook policies and procedures.
   - **B.** "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

2. **ACCESS TO RECORDS**
   COMMERCE and duly authorized officials of the state and the federal government shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons or organizations with which the Contractor may contract, involving transactions related to the project and this contract.

3. **ACQUISITION AND DISPOSITION OF ASSETS**
   The Contractor will account for any tangible personal property acquired or improved with grant funds.

   The use and disposition of real property and equipment under this Contract will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.489, 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

   Real property that was acquired or improved, in whole or in part, with CDBG funds under this Contract in excess of $25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Contract is closed. Any exception must be made with COMMERCE's approval and the Contractor will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with grant funds within 10-years of closeout of this Contract shall be treated as program income under Section 14 of these Special Terms and Conditions.

   In cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds will be program income.

4. **ANTI-LOBBYING CERTIFICATION AND DISCLOSURE FORM**

   Contractor, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that:
   - **A.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 COMMERCE exceeds $100,000 and will further ensure that their provisions are included in any sub grant, contract, and subcontracts exceeding $100,000 of grant funds.

5. **BILLING PROCEDURES AND PAYMENT**
   COMMERCE will pay the Contractor for allowable expenses tied to approved project activities according to Attachment A, Scope of Work and Budget.

   Invoices must be submitted on a Washington State Invoice Voucher form not more often than monthly. The voucher form must report all federal funds on hand as of the date of submittal. Any cash on hand must be subtracted from the amount of funds requested. Program income earned during the reporting period must also be deducted from the amount requested.

Invoices shall be mailed to:

Department of Commerce
Local Government and Infrastructure Division
1011 Plum St SE
P.O. Box 42525
Olympia, Washington 98504-2525
Attention: **Contracts Administration Unit (CAU) Project Manager**

Invoices shall describe and document, to COMMERCE's satisfaction, the work performed, the progress of the project, and fees. The invoice shall include the Contract number. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract, including completion of the Environmental Review and the release of funds (if applicable).

6. CENTRAL CONTRACTOR REGISTRATION

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at www.ccr.gov. To register in CCR, a valid Data Universal Numbering System (DUNS) Number is required. The Contractor is responsible for the accuracy and completeness of the data within the CCR database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the CCR database after the initial registration. The Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of CCR registration.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the contractor cures this noncompliance.

7. CLOSEOUT

The COMMERCE will advise the Contractor to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- **A.** All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Contractor. Costs are incurred when goods and services are received or contract work is performed.
- **B.** The Contractor has held a public hearing to review program performance.
- **C.** The Contractor has submitted the final Closeout Performance Report. Failure to submit a report will not preclude the COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Contractor's possession shall be returned in the event of failure to finish or update the report.
- **D.** Other responsibilities of the Contractor under this Contract and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Contract open for the purpose of securing performance.

SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

8. **CONTRACT MANAGEMENT**
The Representative for each of the parties identified on the Face Sheet of this Contract shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

9. **ENVIRONMENTAL REVIEW**

General Purpose and Housing Enhancement Grants

Funding in excess of the amount stipulated in **Attachment C, Letter to Incur Costs**, shall not be released to a Contractor by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

A. The Contractor must prepare an environmental assessment of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Contractor's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Contractor must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Contractor may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Contractor in writing of the release of federal funds for the project.

B. This special condition is satisfied when the Contractor completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Contractor with written notice of release of funds.

Imminent Threat Grants

Funding shall not be released to an Imminent Threat grant recipient until the following conditions are met: The Contractor assures that assisted activities are for temporary or permanent improvements limited to the protection, repair or arrest of imminent threats to public health and safety or physical deterioration. The Contractor further assures that assisted activities will result in either no change or minimal change in the environmental conditions that existed prior to the emergency. In addition, the Contractor assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under Section 58.34 of 24 CFR, Environmental Review Procedures for Title I CDBG Programs. In cases where Contractors must take action immediately, or within a time too short to allow full SEPA compliance, to avoid an imminent threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an immediate threat of serious environmental degradation, such actions are exempt from SEPA pursuant to WAC 197-11-880.

Planning-Only and Public Services Grants

Funding shall not be released to a Planning-Only or Public Services Grant recipient until the following conditions are met: The Contractor assures that assisted activities are exempt under NEPA (24 CFR 58.32) and categorically exempt under SEPA (RCW 43.21C.110). The Contractor further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Contractor assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800 (for Planning-Only) or WAC 197-11-305 (for Public Services).

10. **EQUAL OPPORTUNITY TREATMENT FOR FAITH BASED ORGANIZATIONS**

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

11. INSURANCE

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

i. Governmental Accounting Standards Board (GASB),

ii. Financial Accounting Standards Board (FASB), and

iii. The Washington State Auditor's annual instructions for financial reporting.

Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Unemployment and Industrial Insurance. The Contractor shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. Commerce will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Contractor's Assumption of Risk. The Contractor shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Contractor shall be at the sole risk of the Contractor. The Contractor may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Contractor shall take all necessary precautions for the safety of employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

12. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property financed with U.S. Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noticed in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

13. PERFORMANCE REPORTING

The Contractor, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Contract. Activities funded by this Contract providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

14. PROGRAM INCOME

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Contractor must maintain records of program income received and expended, and annually report program income received after closeout of this Contract, if the total amount of program income received in a single year equals or exceeds $25,000. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned on CDBG funds in excess of $100 must be remitted to COMMERCE for return to the U.S. Treasury.

15. SUBCONTRACTS FOR ENGINEERING SERVICES

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Contractor shall require that professional services providers be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the Contractor for not less than the amount of the subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The Contractor shall cause the subcontractor to provide 30-day notice of cancellation. If the engineering firm is also the project administrator, the Contractor shall require that the bond or insurance shall be for not less than the amount of the entire CDBG project.

16. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Scope of Work and Budget

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

C. "COMMERCE" shall mean the Department of COMMERCE.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. "State" shall mean the state of Washington.

F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. ATTORNEY FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

6. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending $500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 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. Both schedules include:

Grantor agency name
Federal agency
Federal program name
Other identifying contract numbers
Catalog of Federal Domestic Assistance (CFDA) number
Grantor contract number
Total award amount including amendments (total grant award)
Beginning balance
Current year revenues
Current year expenditures
Ending balance
Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum St SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter

GENERAL TERMS AND CONDITIONS

7. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

   A. **Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:**

      1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

      2. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

      3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and

      4. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

   B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.

   C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

   D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

      LOWER TIER COVERED TRANSACTIONS

      a) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

      b) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

   E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

8. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

   A. "Confidential Information" as used in this section includes:

      1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

      2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

      3. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

9. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

10. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

11. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;

- state the Contractor's name, address, and contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

12. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, 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.

13. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

14. INDEMNIFICATION

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees 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.

15. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

16. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

17. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1969, 12 USC 1701u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that contractors who apply or bid for an award of $100,000 or more must file the

required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (11).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

18. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

19. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

20. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance 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 contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

21. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

22. PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

23. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
   a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
   b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
   c. Positive efforts shall be made to use small and minority-owned businesses.
   d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
   e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
   f. Some form of price or cost analysis should be performed in connection with every procurement action.
   g. Procurement records and files for purchases shall include all of the following:
      1) Contractor selection or rejection.
      2) The basis for the cost or price.
      3) Justification for lack of competitive bids if offers are not obtained.
   h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed $5,000.

   Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

GENERAL TERMS AND CONDITIONS

24. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

25. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

27. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract 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.

31. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

32. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

33. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

34. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Contractor failed to comply with any term or condition of this Contract, COMMERCE may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice. In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Contract or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.
If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

35. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

36. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Contractor shall:

Stop work under the Contract on the date, and to the extent specified, in the notice;

Place no further orders or subcontracts for materials, services, or facilities related to the Contract;

Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE, and

Preserve and transfer any materials, contract deliverables and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

Upon termination of the Contract, COMMERCE shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Contractor if COMMERCE later determines that loss or liability will not occur.
The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

37. WAIVER

Waiver of any default or breach 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 Authorized Representative of COMMERCE.

ATTACHMENT A — SCOPE OF WORK AND BUDGET

Contractor: Kittitas County
Contract No. 12-65400-005

Section A: Project Description / Deliverable

Kittitas County will make $78,246 in CDBG Public Services Grant funds available to the grant subrecipient community action program, HopeSource. These funds will result in new and increased CDBG eligible public services. The community action program will assist at least 4,500 people who qualify under the HUD low- and moderate-income limits for the Kittitas County service area. The county will receive up to $3,000 for eligible general administration costs. This grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2012 and June 30, 2013.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	$3,000	▪ Execute grant contract with Commerce. ▪ Verify the community action program is not on the federal Excluded Parties List (EPLS) and maintain in CDBG file. ▪ Develop a project budget with the community action program and get Commerce approval. ▪ Establish a subrecipient agreement that includes the project budget and the quarterly beneficiary reporting requirement, and submit a signed copy to Commerce. ▪ Establish county administrative, financial, reporting, and record keeping systems.	Before first payment request
		Payment requests: ▪ Review community action program reimbursement requests against project budget and contract start date. ▪ Document county's CDBG general administration costs. ▪ Once costs are approved, prepare and submit payment request to Commerce.	No more than monthly or less than quarterly
		▪ Submit CDBG Beneficiary Reports within 30 days of end of each calendar quarter.	By April 30, July 31, Oct 31, Jan 31
		▪ Complete applicable civil rights requirements. ▪ Conduct an on-site monitoring of the community action program to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable. ▪ Resolve all monitoring issues with Commerce's Contracts Administration Unit.	Before final payment request
		▪ Conduct a final public hearing to review project performance. ▪ Submit a Grantee Closeout Performance Report. ▪ List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards for audit purposes and schedule an OMB Circular A-133 audit.	Before grant closeout

Section B: Project Activities, Milestones and Budget (continued)			
CDBG Budget Code	**Budget Amount**	**Project Activities** ***Must complete each bulleted project activity to meet the corresponding milestone.**	**Performance Milestones**
05 Public Services	$78,246	▪ Deliver the direct services identified in the CDBG application through the local community action program. ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income (LMI) persons. ▪ Accomplish HUD's outcome of increasing the availability or accessibility of services to achieve HUD's objective of creating suitable living environments. ▪ Comply with all state and federal regulations, policies and procedures for CDBG public services.	Approx. 4,500 LMI persons receive direct service by June 30, 2013
TOTAL: $81,246			

STATE AND FEDERAL REQUIREMENTS AND ASSURANCES

In addition to laws listed in the general terms and conditions of this Contract, the Contractor assures compliance with the following regulations as they pertain to the local project. Contact the State if you want assistance in obtaining a copy of these regulations.

FEDERAL

A. HOUSING AND COMMUNITY DEVELOPMENT

1. Public Law 90-284, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., commonly referred to as the Federal Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430)

2. Executive Order 11063, as amended by Executive Order 12259 (24 CFR Part 107)

3. The Housing and Community Development Act of 1974, as amended through 1992: Sections 109; 104 (b) 4; 104 (d); and 104 (l), which prohibit discrimination and require identification of housing and community development needs; a "residential anti-displacement and relocation assistance plan"; and adoption and enforcement of policies prohibiting the use of excessive force.

4. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4630, as amended in 1989) and implementing regulations at 49 CFR part 24

5. Title IV of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831b

B. LABOR

1. Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq.

2. Prohibition of Use of CDBG for Job-Pirating Activities, 24 CFR Part 570.482(f), revised June 2006

C. ENVIRONMENTAL AND CULTURAL

1. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. Section 4321 et seq., and HUD's implementing regulations at 24 CFR parts 58

2. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

3. HUD Environmental Criteria and Standards (24 CFR Part 51)

4. Executive Order 11990, May 24, 1977, as amended by Executive Order 11990: Protection of Wetlands, 42 FR 26961 et seq.

5. The Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq.

6. Executive Order 11988, May 24, 1977: Floodplain Management and Wetland Protection, 42 FR 26951 et seq.

7. Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.

8. The Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.

9. The Reservoir Salvage Act of 1960, as amended by the Archaeological and Historic Preservation Act of 1974, 16 U.S.C.469 et seq.

10. The Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f et seq., 21 U.S.C. 349, as amended, and 40 CFR Part 149 (Environmental Protection Agency);

11. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212, 33 U.S.C. Section 1251 et seq.

12. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.

13. The Fish and Wildlife Coordination Act of 1958, as amended, 16 U.S.C. Section 661 et seq.

14. The National Historic Preservation Act of 1966, 16 U.S.C. 470

15. The Archaeological and Historical Data Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.

16. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

17. Farmland Protection Policy Act of 1981, 7 U.S.C. 4201 et seq., and 7 CFR Part 658

18. Environmental Justice (Executive Order 12898), as amended by Executive Order 12948

19. Explosive and Flammable Operations (Section 2 of the Housing Act of 1949, as amended, 42 U.S.C. 1441; Section 7(d) of the Dept HUD Act of 1965, 42 U.S.C. 3535(d); Section 2 of the Housing and Urban Development Act of 1969, 42 U.S.C. 1441(a); and 24 CFR Part 51 Subpart C)

20. Airport Clear Zones and Accident Potential Zones (Section 2 of the Housing Act of 1949 as amended, 42 U.S.C. 1441), affirmed by Section 2 of the Housing and Urban Development Act of 1969, P.L. No 90-448, Section 7(d) of the Dept HUD Act of 1965, 42 U.S.C. 3535(d), and 24 CFR Part 51 Subpart D

21. Toxic Chemicals and Radioactive Materials (Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by Superfund Amendments and Reauthorization Act and 24 CFR 58.5(i))

22. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency – 40 CFR Parts 6, 51, and 93)

STATE

1. Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW
2. Prevailing Wages on Public Works, Chapter 39.12 RCW
3. State Environmental Policy Act (SEPA), Chapter 43.21C RCW
4. State Building Code, Chapter 19.27 RCW; Energy Related Building Standards, Chapter 19.27A RCW; and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW
5. Interlocal Cooperation Act, Chapter 39.34 RCW
6. State Environmental Policy Act (SEPA), Chapter 43.21(C) RCW
7. Noise Control, Chapter 70.107 RCW
8. Shoreline Management Act of 1971, Chapter 90.58 RCW
9. Governor's Executive Order 89-10, December 11, 1989: Protection of Wetlands, and Governor's Executive Order 90-04, April 21, 1990: Protection of Wetlands