

CONTRACT #2022-CDBG-2202

between

CLARK COUNTY

PO Box 5000, Vancouver, WA 98666-5000

and

CITY OF CAMAS

616 NE Fourth Ave, Camas, WA 98607-2165

Project: NW 14th Ave Improvements
Contract Period: Upon County Signature through February 29, 2024
Total Contract Amount: \$212,000
Funding Source: Fund 1939 - Community Development Block Grant
Unique Entity Identifier: K5JJMBZHK276
Assistance Listing Number: 14.218 (Subaward)
Procurement History: 2022 CDBG RFA

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Jim Hodges 360.817.7234 jhodges@cityofcamas.us	Cathy Huber Nickerson 360.834.2462 chuber@cityofcamas.us	Rebecca Royce 564.397.7863 rebecca.royce@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the “County,” and City of Camas, hereinafter referred to as the “Contractor,” agree to the terms of this Contract as well as the Clark County Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at <https://clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

FOR CONTRACTOR:

Kathleen Otto 03/10/23
 Kathleen Otto, County Manager

Steve Hogan 03/09/23
 Steve Hogan, Mayor

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 03/09/23
 Amanda Migchelbrink
 Senior Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2022-CDBG-2202
 CITY OF CAMAS**

NW 14th Avenue Improvements		
ITEM	FUNDING SOURCE	FUND AMOUNT
A	Clark County CDBG PY22 Reprogrammed Funds	\$212,000
B	City of Camas Local and In Kind	\$157,000

ITEMIZED COST	TOTAL COST	A	B
Construction & Permit Fees	\$334,000	\$212,000	\$122,000
Engineer/Architect/Admin	\$35,000	\$0	\$35,000
TOTAL COST	\$369,000	\$212,000	\$157,000

Match is 42.55% (\$157,000/\$369,000)

**STATEMENT OF WORK
CONTRACT #2022-CDBG-2202
CITY OF CAMAS**

1. PROJECT DESCRIPTION

- 1.1. This project will include roadway, sidewalk, ADA and utility improvements on NW 14th Avenue between NW Ash and NW Couch Streets. Camas funds will be used to install 520 lf of new water main, 12 new 1" HDPE water services, and a new fire hydrant. CDBG funds will be used to reconstruct 13,000 sf of failed asphalt pavement and base material, replace 400 lf of deteriorated traffic curb, replace approximately 1,600 sf of sidewalk and install 9 curb ramps and 3 driveway approaches that comply with current ADA standards.
- 1.2. In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein, in the Contractor's proposal, and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract.

2. CONTRACT KICKOFF

Contractor shall attend a contract kickoff or pre-construction meeting with the County to review roles, responsibilities, requirements, and deliverables associated with this Contract.

3. FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public Facilities and Improvements under the Low/Mod Income Area Benefit National Objective. The service area of this project is NW 14th Avenue between NW Ash and NW Couch Streets. This is within Census Tract 414.00, block group 2, which has a total population of 2,250 and a low/mod population of 1,135, or 50.44% LMI per ACS data. Clark County's exception criteria is 47.82%

4. PROJECT BUDGET AND TIMELINE

- 4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contract.
- 4.2. The Contractor shall apply the funds received from the County under this Contract in accordance with the Budget Summary and the Statement of Work.
- 4.3. The Contractor shall carry out objectives anticipated in the RFA.

5. PAYMENT PROVISIONS

In addition to the payment provisions appearing in the Clark County Community Services General Terms and Conditions, the following provisions shall apply:

- 5.1. The Contractor shall submit an invoice on a County-provided form. The invoice shall include a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail.
- 5.2. Match Requirements: When approximately 50% of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in-kind.
- 5.3. For construction projects subject to federal labor standards laws (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County’s receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

6. PERFORMANCE-BASED REQUIREMENTS

The outcome supports the Clark County Community Services Strategic Plan goal of a connected and resilient community. The Contractor shall meet or exceed the following requirement:

Program Goals	Anticipated Annual Outcomes
Neighborhood improvement for increased livability in low to moderate income neighborhoods	Approximately 2,250 households, of which 1,135 earn low-to-moderate income.

7. REPORTING

- 7.1. The Contractor shall submit quarterly progress reports in a format acceptable to the County. The reports shall be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.
- 7.2. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.
- 7.3. In addition to the record retention requirements in this Contract, the Contractor shall maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records shall be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
- 7.4. The Contractor shall provide documentation to the County at project completion showing that the sources and value of its match contribution to the project are equal to those specified in the Budget Summary.

- 7.5. The Contractor shall perform all community information activities as directed by the County.

PROJECT SCHEDULE
CONTRACT #2022-CDBG-2202
CITY OF CAMAS

ACTIVITY	COMPLETION DATE
Engineering/Design and Bid Document Preparation	February 2023
Bid Invitation and Contractor Selection	April 2023
Construction	October 2023
Project Close Out	February 2024

1. The Contractor shall plan and administer the project in accordance with this project schedule unless otherwise modified by the County in writing.
2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

DELIVERABLES SUMMARY
CONTRACT #2022-CDBG-2202
CITY OF CAMAS

DELIVERABLE	REFERENCE	DUE DATE
Submit project components	Special T&C §6	10 working days prior to requesting bids
CDBG construction sign	Special T&C §19	During construction
Permanent plaque	Special T&C §19	Prior to project completion
Quarterly progress reports	SOW §7	15 th day after the end of each quarter
Project completion documentation	SOW §7	Project completion
Sources and value of contributions (match) report	SOW §7	With invoice submission and at project completion
EEOC Form 164	Special T&C §21	Start of contract
Contractor transfer of any remaining CDBG funds	Special T&C §23	Contract expiration
Close-out financial, performance, and other reports	General T&C §8	30 days after contract expiration
HUD Section 3 Report	Special T&C §10	Project completion
E-Verify MOU and completion report	General T&C §19	Prior to starting work and at contract expiration
Fiscal requirements	General T&C §23	Various
Proof of insurance	General T&C §26 Special T&C §11	At start of contract and thereafter during contract term

1. There may be additional deliverables defined in this contract which are not reflected here.
2. If there is a conflict between what appears in this summary table and what is listed elsewhere in the Contract, the terms and conditions elsewhere in the Contract shall apply.

**SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT**

1. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OVERVIEW

1.1. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 C.F.R. Part 570. The County and various local governments within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Contract and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

1.2. Federal Award Identification:

The County classifies this agreement as a subaward.

Subrecipient Name	City of Camas
Subrecipient Unique Entity Identifier	K5JJMBZHK276
Federal Award Identification Number (FAIN)	B-22-UC-53-0006
Federal Award Date	07/01/22
Subaward Period of Performance	Upon County Signature – 02/28/24
Subaward Budget Period	Upon County Signature – 02/28/24
Amount of Federal Funds Obligated for this Contract	\$212,000
Total Federal Funds Obligated to Subrecipient	\$212,000
Total Amount of the Federal Award Committed to the Subrecipient by the County	\$212,000
Federal Award Project Description	Entitlement, Sec 106(b)
Federal Awarding Agency	Housing and Urban Development
Pass-through Entity and Awarding Official	Clark County; Michael Torres; 564-397-7801
Assistance Listing Number	14.218
Assistance Listing Number Name	Community Development Block Grant
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	City does not have an ICR and has chosen not to charge the de minimus rate for this contract

2. ACCESSIBILITY

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities Standard.

3. ACQUISITION AND RELOCATION

3.1. For acquisition of real property for any activity assisted under this Contract which occurs on or after the date of the Contractor's submission of its CDBG application to the County, the Contractor shall comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to

as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 C.F.R. 42.

- 3.2. The Contractor shall comply with Section 104(d) of the Housing and Community Development Act of 1974, which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.
- 3.3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition of real property assisted under this Contract shall comply with Title II of the Uniform Act and the regulations at 24 C.F.R. 42. The Contractor shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 C.F.R. 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

4. ADMINISTRATIVE REQUIREMENTS

- 4.1. The Contractor shall comply with 2 C.F.R. Part 200.
- 4.2. The Contractor shall comply with 24 C.F.R. Part 570.
- 4.3. The project shall be coordinated by Contractor staff in compliance with 24 C.F.R. Part 570 and 2 C.F.R. Part 200. The Contractor shall perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Contract. The Contractor shall be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Contract.

5. CONFLICT OF INTEREST

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 5.1. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.
 - 5.1.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.
 - 5.1.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

- 5.2. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Contract.
- 5.3. The general rule is that no persons described herein who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Contract, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. CONSTRUCTION DOCUMENTS

- 6.1. The Contractor shall submit to the County all project components that shall be paid with HUD funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to requesting bids for construction.
- 6.2. All specifications and drawings shall be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
- 6.3. Any change in the scope of the project shall require a modification of this Contract.
- 6.4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
- 6.5. If construction is paid with HUD funds, the Contractor shall appropriately bid, award the contract, and contract for construction of the project. The Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvements generally described in this Contract.
- 6.6. If improvements are paid with HUD funds and in the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
- 6.7. The Contractor shall provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

7. DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and regulations referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- 7.1. Clark County Community Services General Terms and Conditions, as now established or hereafter amended
- 7.2. Contractor's proposal for CDBG funds
- 7.3. Detailed budget provided by the Contractor in their application for HUD funding
- 7.4. CDBG Program Policies and Procedures, as now established or hereafter amended
- 7.5. Current version of HUD income limits
- 7.6. Environmental Review Record (ERR) for the project (if applicable)
- 7.7. U.S. Department of Housing and Urban Development Community Development Block Grant B-21-UC-53-0006 as now established or hereafter amended
- 7.8. All applicable federal administrative requirements including 2 C.F.R. Part 200 and 24 C.F.R. Part 570

8. ENVIRONMENTAL REVIEW

- 8.1. Clark County has completed (or will complete) an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 C.F.R. Part 58).

The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the Environmental Review Record (ERR), and in accordance with the conditions set out in the ERR.

- 8.2. In the event of an inadvertent discovery of potentially significant archaeological materials (bones, shell, stone tools, hearths, etc.) and/or human remains during project activities, all work in the immediate vicinity should stop, the area must be secured, and the discovery must be reported to the Department of Archaeology and Historic Preservation (DAHP) (360-586-3056) and all relevant Native American tribes. In the event human remains are identified, local law enforcement, the county medical examiner, State Physical Anthropologist at DAHP (360-586-3534), the Clark County planning office, and the affected Tribes should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Contractor shall include this language in its contract with the general contractor.
- 8.3. In the event environmental mitigation measures are required by the environmental review process, the Contractor shall include the requirements within the construction contract between the Contractor and its selected general construction contractor.
- 8.4. All of the following environmental mitigation measures shall be completed before the construction contract is awarded or property is acquired.

There are no mitigation measures required based on environmental review completion.

9. FEES

Contractor shall not charge servicing, origination, or other fees for the cost of administering this program.

10. HUD SECTION 3 CLAUSE

This section applies only to contracts that exceed \$200,000 for either Public Housing Financial Assistance or Section 3 projects. 24 C.F.R Part 75 establishes the requirements to be followed to ensure that the objectives of Section 3 of the Housing and Urban Development Act of 1968 are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance, shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

If the work to be performed under this contract falls under the requirements set forth in Section 3, the following terms apply:

- 10.1. The Contractor shall comply with the regulations set forth in 24 C.F.R. Part 75.
- 10.2. The Contractor certifies that it is not under any contractual or other impediment that would prevent it from complying with the regulations set forth in 24 C.F.R. Part 75.
- 10.3. Consistent with existing Federal, state, and local laws and regulations, the Contractor and its contractors and subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.
- 10.4. The Contractor shall include a Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 75.
- 10.5. The Contractor shall be responsible for collecting all data required to meet HUD's Section 3 reporting requirements including labor hours data from all subcontractors and documentation of the Contractor's qualitative efforts to comply with Section 3 requirements. Using a form provided by the County, the Contractor shall provide the County with a full report detailing these measures upon completion of the project.

11. INSURANCE

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply if this contract will be used to fund construction activities:

- 11.1. At the execution of this Contract, Contractor shall provide proof of statutory workers' compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor shall defend Clark County against any third party subrogation claims

from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.

- 11.2. The Contractor shall purchase, maintain, and provide evidence of fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
- 11.3. Contractor shall provide evidence of continuing coverage during the overlap periods of the policy and notify the County of any change in its insurance.
- 11.4. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
- 11.5. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County and shall be in an amount not less than the amount of HUD funds provided under this agreement.
- 11.6. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.
- 11.7. The Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance is obtained, maintained, and that evidence of flood insurance is provided to the County.

12. INTERPRETATION OF CONTRACT

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following terms shall apply.

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

- 12.1. Applicable federal statutes and regulations including the current version of HUD income limits and Fair Market Rent Limits
- 12.2. State statutes and regulations
- 12.3. Clark County CDBG Program Policies and Procedures
- 12.4. Statement of Work, including any exhibits
- 12.5. Special Terms and Conditions
- 12.6. Clark County Community Services General Terms and Conditions
- 12.7. Contractor's proposal for CDBG funds

12.8. Any other material incorporated herein by reference

13. LABOR STANDARDS

13.1. The Contractor shall require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.

13.2. In addition to the federal wage rate requirements referenced in section 13.1. above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.

13.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by submitting the following documents to the County:

13.3.1. A “Statement of Intent to Pay Prevailing Wage” at the start of the construction

13.3.2. An “Affidavit of Wages Paid” at the end of construction with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.

14. LEAD-BASED PAINT

Housing assisted with HUD funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 C.F.R. Part 35.

15. NONDISCRIMINATION

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following terms shall apply:

15.1. The Contractor shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age

Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 C.F.R. 570.601.

- 15.2. The Contractor shall not discriminate against any resident of the project service area by denying benefit from or participation in any HUD funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).
- 15.3. The Contractor shall take all necessary and appropriate action to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 - 3639). The Contractor's website shall contain a link to the County's Fair Housing information which can be found here: <http://www.clark.wa.gov/commserve/fairhousing/index.html>.
- 15.4. In all solicitations under this Contract, the Contractor shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- 15.5. The Contractor shall not discriminate against any employee or applicant for employment in connection with this Contract because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)
- 15.6. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)
- 15.7. The Contractor shall bar eviction and termination due to a tenant's status as a survivor and require landlords to maintain survivor-tenant confidentiality. The Contractor shall

not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence based solely on criminal activity related to an act of domestic violence committed against them. The Contractor shall allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a tenant or lawful occupant. If the victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. This protection is for victims, affiliated individual, or intimate partner of sexual assault, domestic violence, dating violence, or stalking. Violence Against Women Reauthorization Act of 2013 (Public Law 113-4, 127 Stat. 54).

- 15.8. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the Contract with information to apprise such persons of the protections against discrimination covered by the above acts, executive orders, and regulations. Said information can be found in the HUD 928-1 notice which is available online and in Section 504 of the Rehabilitation Act of 1973.

16. OPERATIONS AND MAINTENANCE

- 16.1. The Contractor shall maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Clark County Community Services General Terms and Conditions.
- 16.2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation and shall not charge a fee that would restrict low-income persons from using the facility.

17. PROCUREMENT STANDARDS

- 17.1. This project has been recommended for funding by the Urban County Policy Board based on information supplied in the Contractor's application submitted in response to the Clark County 2021 CDBG Program RFA.
- 17.2. In awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor shall comply with the Uniform Administrative Requirements as described in 24 C.F.R. Part 570 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.
- 17.3. If requested by the County, a cost or price analysis shall be made and documented in connection with every procurement action and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

- 17.4. Contractor shall follow all requirements of 2 C.F.R. Part 200, including Appendix II, and all requirements described in the Clark County Community Development Block Grant Program Procedures Manual.
- 17.5. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. PROGRAM INCOME

- 18.1. The Contractor shall follow the requirements of 24 C.F.R. 570.500 and 504 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with each voucher request, disbursed first, and disbursed primarily for the benefit of the project(s) funded by this Contract. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Contract. Program income remaining when the Contract expires, or received after the Contract's expiration, shall be repaid to the County.
- 18.2. Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a HUD financed activity, subject to state and federal record retention schedules.

19. PUBLICITY

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 19.1. In all news releases and other public notices related to projects funded under this Agreement, the Contractor shall include information identifying the source of funds as the Clark County CDBG program.
- 19.2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the Clark County Procedures Manual.
- 19.3. For construction projects, the Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

20. RECORDS RETENTION

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 20.1. In the event the Contractor sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County.
- 20.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.

21. REQUIRED RECORDS

The Contractor shall maintain all records identified below and in accordance with 24 C.F.R. 570.

- 21.1. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 21.2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- 21.3. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.
 - 21.3.1. Name of the household or person assisted;
 - 21.3.2. Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
 - 21.3.3. Racial/ethnic data (White, Black/African American, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
 - 21.3.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
 - 21.3.5. Gender data;
 - 21.3.6. Female head of household; and
 - 21.3.7. Disability
- 21.4. The Contractor shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire

lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.

- 21.5. Unless waived by the County in writing, the Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.
- 21.6. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.
- 21.7. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
 - 21.7.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - 21.7.2. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - 21.7.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - 21.7.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
 - 21.7.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
 - 21.7.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - 21.7.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
 - 21.7.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
 - 21.7.9. Settlement Cost Reporting Statement - A copy of the statement.
 - 21.7.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
 - 21.7.11. Ninety Day Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
 - 21.7.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee

for an assisted program activity, regardless of the source of funding for the acquisition itself.

21.8. Miscellaneous - Such other records as may be required by the County and/or HUD.

22. RESTRICTIONS RELATING TO EMINENT DOMAIN

Contractor certifies that no CDBG funds will be used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

23. REVERSION OF ASSETS

Upon expiration of this Contract, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- 23.1. Used to meet one of the national objectives in 24 C.F.R. 570, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the County; or
- 23.2. Disposed of in a manner which results in the County being reimbursed in the amount of 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.

24. TERMINATION

- 24.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 24.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 24.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the

Contractor. The termination shall be effective on the date specified in the notice of termination.

- 24.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar day's written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 24.3. Upon termination of this Contract any unexpended balance of Contract funds shall remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- 24.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.