

**CONTRACT# 2016-CDBG-1607**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666

and

**FOUNDATION FOR THE CHALLENGED**

5970 Wilcox Place, Suite E, Dublin, OH 43016

<b>Program/Services Being Funded:</b>	<b>Home Acquisition</b>
Contract Period:	Upon County Signature through August 31, 2017
Budget Authority:	\$45,000
Funding Source:	Fund 1939 - Community Development Block Grant
DUNS Number:	793514022
CFDA Number:	14.218

<b>Contractor Program and Fiscal Contact</b>	<b>County Program Contact</b>	<b>County Fiscal Contact</b>
Michael Pollowitz 206-228-7275 <a href="mailto:mpollowitz@gmail.com">mpollowitz@gmail.com</a>	Samantha Whitley 360-397-2075 x 7842 <a href="mailto:samantha.whitley@clark.wa.gov">samantha.whitley@clark.wa.gov</a>	Rhonda Hills 360-397-2075 x 7836 <a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a>

By signing below, Clark County, hereinafter referred to as the "County," and Foundation For the Challenged, hereinafter referred to as the "Contractor," agree to the terms of this Contract as well as the Clark County Department of Community Services General Terms and Conditions 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://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

**FOR CLARK COUNTY:**

DocuSigned by:  
  
 11/21/2016  
 FB5426E8B9FA42C...

Mark McCauley, County Manager

**FOR FOUNDATION FOR THE CHALLENGED:**

DocuSigned by:  
  
 11/14/2016  
 1390C3251A4B4F1...

Kathy Streblo, Executive Director  
kstreblo@ffcoho.org

**APPROVED AS TO FORM ONLY:**

DocuSigned by:  
  
 11/14/2016  
 F6B2CB11526542F...

Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2016-CDBG-1607**  
**FOUNDATION FOR THE CHALLENGED**

<b>STATEMENT OF WORK #1</b> Scattered-Site Homeownership		
<b>ITEM</b>	<b>SOURCE</b>	<b>FUND AMOUNT</b>
A	Clark County CDBG Entitlement Fund: 1939 Payment Type: Cost Reimbursement	\$45,000
B	State Housing Trust Fund	\$427,306
C	Contractor Contribution	\$3,000

<b>ITEMIZED COST</b>	<b>TOTAL COST</b>	<b>A</b>	<b>B</b>	<b>C</b>
1. Acquisition	\$319,450	\$40,500	\$278,950	\$0
2. Rehabilitation	\$63,250	\$0	63,250	\$0
3. Architect	\$25,000	\$0	25,000	\$0
4. Reserves and Fees	\$24,396	\$0	21,396	\$3,000
5. Developer Fee	\$43,210	4,500	38,710	\$0
<b>TOTALS</b>	<b>\$475,306</b>	<b>\$45,000</b>	<b>\$427,306</b>	<b>\$3,000</b>

Match is 90.5% (\$430,306 / \$475,306)

**STATEMENT OF WORK  
FOUNDATION FOR THE CHALLENGED  
HOME ACQUISITION**

**1. PROJECT DESCRIPTION**

This project consists of the acquisition and renovation of a three-bedroom house for use as a supported living facility for people with developmental disabilities. All tenants will have incomes at or below 80% of the Area Median Income (AMI) as determined by HUD. Only households living in Clark County (outside of the city of Vancouver), or in the city of Woodland are eligible for tenancy.

- 1.1. Contractor shall locate a single-story home that can be adapted for ADA accessibility, and that can be renovated for an amount that is within the total budget of \$475,306.
- 1.2. The home purchased shall be vacant, bank-owned or owner-occupied at time of purchase so that tenant displacement is not needed. A home built after 1979 shall be selected to minimize the chances of lead paint or asbestos being present. The home shall have access to a bus line or a transportation plan for residents.
- 1.3. When a home is found and Contractor is ready to make an offer, the agreement shall be conditioned upon an environmental review that will be conducted by the County.
- 1.4. The scope of renovations shall be developed with the specific needs of the selected residents in mind. The estimated cost, the materials to be used, and industry or regulatory standards to be met shall be itemized on a detailed list that will be used to determine the scope of work covered during the rehabilitation phase. Contractor shall provide the County a copy of the detailed list for review once it is developed.
- 1.5. The tenants in the home will receive support services that are contracted with and funded by the Developmental Disabilities Division. The project will serve three people with developmental disabilities with stable, affordable housing paying no more than 30% of their incomes, with 24-hour residential support services, in a community setting.
- 1.6. Contractor shall solicit quotes and maintain project files relating to the rehabilitation work including, but not limited to, a record of contractor solicitation to prove cost reasonableness, contracts (including a detailed scope of work), change orders, debarment checks of contractors from [www.sam.gov](http://www.sam.gov) (prior to the execution of any contract), and any other required records that document the rehabilitation process.
- 1.7. Activities undertaken under this Contract shall benefit only persons who have a developmental disability and are therefore considered to be in a “presumed benefit” category that is eligible for HUD assistance without additional income documentation requirements.

- 1.8. Contractor shall obtain an appraisal to establish the fair market value.
- 1.9. Prior to the closing of the house sale, a home inspection by an independent home inspector shall be completed. Contractor shall also perform a Housing Quality Inspection (HQS), and review site conditions for the environmental review.
- 1.10. Contractor shall manage rehabilitation work, making regular site visits to ascertain that approved and contracted rehabilitation work is proceeding on schedule and satisfactorily. Contractor shall authorize change orders related to rehabilitation activities.
- 1.11. Contractor shall enter into a Deed of Trust and Promissory Note prior to release of CDBG funding. The CDBG funds will be provided to the Contractor as a loan. The \$45,000 shall be a no-interest, 10-year deferred loan, without repayment, if the conditions of this agreement, and the deed and promissory note, are met.
- 1.12. 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.
- 1.13. Federal Award Identification:

Subrecipient Name	Foundation for the Challenged
Subrecipient Unique Entity Identifier	DUNS Number 793514022
Federal Award Identification Number (FAIN)	B-16-UC-53-0006
Federal Award Date	8/3/16
Subaward Period of Performance	Upon County Signature – 8/31/17
Amount of Federal Funds Obligated for this Contract	\$45,000
Total Federal Funds Obligated to Subrecipient	\$45,000
Total Amount of the Federal Award Committed	\$45,000
Federal Award Project Description	Home Acquisition
Federal Awarding Agency	HUD
Pass-through Entity and Contact Name	Clark County; Michael Torres 360-397-2075
CFDA Number	14.218
CFDA Name	Community Development Block Grants/Entitlement Grants
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	None

## 2. CONTRACT PERIOD

- 2.1. Subject to its other provisions, the contract period is shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the contract period.

- 2.2. The Contractor shall have an additional 30 days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

### **3. FUNDING ELIGIBILITY**

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public facilities and improvements. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). This project will only house those who with developmental disabilities, who and are presumed to be Low/Mod Income under the Housing National Objective.

### **4. BUDGET**

- 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 above. The use of these funds shall be expressly limited to the activities described in this Contract. The Contractor shall draw down County CDBG funds in proportion to other project funding.
- 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.

### **5. PAYMENT PROVISIONS**

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

- 5.1. The Contractor shall submit an invoice on a County-provided form. Contractor shall provide the County a final closing statement as part of the reimbursement request for the acquisition of the property.
- 5.2. No administration costs are allowed under this Contract.
- 5.3. Match Requirements. When approximately 50 percent 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.
- 5.4. Payment Provisions for Construction Projects where Federal Labor Standards Apply, and Change Orders. For construction projects subject to Federal Labor Standards Provisions (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.

**PROJECT SCHEDULE  
FOUNDATION FOR THE CHALLENGED  
HOME ACQUISITION PROJECT**

<b>ACTIVITY</b>	<b>COMPLETION DATE</b>
Purchase house	February 2017
Rehabilitation Work	June 2017
Lease up	July 2017
Project close out	August 2017

1. The Contractor shall meet the completion dates listed in the Project Schedule table above unless 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 #2016-CDBG-1607**  
**FOUNDATION FOR THE CHALLENGED**

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DUE DATE</b>
Renovations list	SOW §1.3	When conditional offer is accepted
Periodic invoices	SOW §5.1	After expenses incurred
Submit project components	Special T&C §5.1	10 working days prior to requesting bids
Final “As-Built” plans	Special T&C §5.7	Project completion
CDBG construction sign	Special T&C §22.2	During construction
Quarterly progress reports	Special T&C §24.1	15 <sup>th</sup> day after the end of each quarter
Project completion documentation	Special T&C §24.2	Project completion
Sources and value of contributions (match) report	SOW §5.3 Special T&C §24.4	With invoice submission and at project completion
EEOC Form 164	Special T&C §25.6	Start of contract
Contractor transfer any remaining CDBG funds on hand	Special T&C §26	Contract expiration
Close-out financial, performance, and other reports	General T&C §7	30 days after contract expiration
Employment Verification Program MOU and completion report	General T&C §14.1	Prior to starting work and contract expiration
Fiscal requirements	General T&C §17	Various
Proof of insurance	General T&C §20 Special T&C §10	Start of contract

1. There may be additional deliverables 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**

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 cities 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. ACCESS, MONITORING AND INSPECTIONS**

In addition to the access, monitoring, and inspection requirements contained in the Clark County Department of Community Services General Terms and Conditions, duly authorized officials of the state and federal government shall have the right to access and the right to examine or transcribe any documents, reports, statements, records, data, and other information relating to this project during the performance of this Contract and during the period of document retention.

**2. ACCESSIBILITY**

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities (Federal Register October 24, 2008 Page 63610 or 24 C.F.R. Part 100).

**3. ACQUISITION AND RELOCATION**

3.1. Any 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 will 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, as provided in 24 C.F.R. 570.606.

3.2. Any acquisition, demolition, or conversion to another use of real property assisted under this Contract 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 will comply with Title II of the Uniform Act and the regulations at 24 C.F.R. 42. The Contractor will 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. CONFLICT OF INTEREST (24 C.F.R. §570.611)**

##### **4.1. Applicability.**

4.1.1. 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.

4.1.2. 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)).

4.2. 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.

4.3. The general rule is that no persons described in section 4.2 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.

#### **5. CONSTRUCTION DOCUMENTS**

5.1. The Contractor shall submit to the County all project components that will be paid with CDBG 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.

- 5.2. All specifications and drawings will 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.
- 5.3. Any change in the scope of the project shall require a modification of this Contract.
- 5.4. 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.
- 5.5. 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 will provide funds for the improvements generally described in this Contract.
- 5.6. 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.
- 5.7. The Contractor shall provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

## **6. DOCUMENTS INCORPORATED BY REFERENCE**

In addition to the other documents and circulars 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:

- 6.1. Clark County Department of Community Services General Terms and Conditions, as now established or hereafter amended
- 6.2. Contractor's proposal for CDBG funds
- 6.3. CDBG Program Policies and Procedures, as now established or hereafter amended
- 6.4. Current version of HUD income limits, and
- 6.5. Environmental Review Record (ERR) for the project

- 6.6. U.S. Department of Housing and Urban Development Community Development Block Grant B-16-UC-53-0006, as now established or hereafter amended

**7. ENVIRONMENTAL REVIEW**

- 7.1. Upon release of project-related funds by HUD pursuant to 24 C.F.R. Part 58 (NEPA Environmental Review Procedures), no choice limiting acting on the project shall occur without a fully executed contract.
- 7.2. National Environmental Policy Act and Related Laws and Authorities as Implemented.

Clark County has completed 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. §58). The ERR is made part of this Contract by reference. The Contractor shall ensure that all activities related to this Contract (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 ERR, and in accordance with the conditions set out in the ERR.

- 7.3. 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.

7.4. Environmental Mitigation Measures

- 7.4.1. 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.

- 7.4.2. All of the following environmental mitigation measures shall be completed before Contractor submits an invoice for final payment.

- 7.4.2.1. There are no mitigation measures.

**8. FAITH-BASED ACTIVITIES**

The Contractor shall comply with the requirements of 24 C.F.R. 570.200(j) and shall ensure that funds provided under this Contract shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

**9. HUD SECTION 3 REQUIREMENTS (this section applies if the total contract amount is \$100,000 or more)**

- 9.1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 9.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 9.3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 9.4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 9.5. By signature to this Contract, The Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- 9.6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- 9.7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **10. INSURANCE**

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

- 10.1. At the execution of this contract, Contractor shall provide proof of statutory workman's 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 will defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
- 10.2. The Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain a professional Errors and Omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project.
- 10.3. The Contractor shall purchase and maintain 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.
- 10.4. Contractor shall provide evidence of continuing coverage during the overlap

periods of the policy and notify the County of any change in its insurance.

- 10.5. 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.
- 10.6. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.
- 10.7. 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 CDBG funds provided under this agreement.
- 10.8. 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.
- 10.9. National Flood Insurance: The Contractor may not receive CDBG funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR 1 and 24 CFR 92.352).

## **11. INTERPRETATION OF CONTRACT**

Section 21 of the General Terms and Conditions is replaced in its entirety with the following:

- 11.1. 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:
  - 11.1.1. Federal statutes and regulations, including current version of HUD income limits
  - 11.1.2. State statutes and regulations
  - 11.1.3. Statement(s) of Work, including any exhibits

- 11.1.4. Special Terms and Conditions
- 11.1.5. Clark County Department of Community Services General Terms and Conditions, as now established or hereafter amended
- 11.1.6. CDBG Program Policies and Procedures, as now established or hereafter amended
- 11.1.7. Contractor's proposal for CDBG funds
- 11.1.8. Any other material incorporated herein by reference
- 11.2. Where a term of this section conflicts with a term in the General Terms and Conditions, this section controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

## **12. LABOR STANDARDS**

- 12.1. Contractor agrees that all laborers, workers, or mechanics employed by it or by any contractor or subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following Department of Labor and Industries website address:  
  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- 12.2. In case any dispute arises as to what the State of Washington prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.
- 12.3. The Contractor, by its signature on this Contract, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.
- 12.4. The Contractor will 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. LEAD-BASED PAINT**

Housing assisted with CDBG 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. 35.

### **14. NONDISCRIMINATION**

- 14.1. 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.
- 14.2. The Contractor shall not discriminate against any resident of the project service area by denying benefit from or participation in any block grant 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).
- 14.3. The Contractor shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 - 3639). The Contractor's website shall contain a link to the County's Fair Housing information:



<http://www.clark.wa.gov/commserv/fairhousing/index.html>.

- 14.4. 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.
- 14.5. 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 will 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 will 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.)
- 14.6. 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)
- 14.7. 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. The HUD 928.1 Notice found online at:  
<http://www.hud.gov/utilities/intercept.cfm?http://www.hud.gov/offices/fheo/promotingfh/928-1.pdf> and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.

## **15. NONPARTICIPATION IN POLITICAL ACTIVITIES**

The Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

**16. NON-SUBSTITUTION FOR LOCAL FUNDING**

The Contractor shall not use funds provided under this Contract to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

**17. OPERATION/MAINTENANCE**

- 17.1. 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 Basic Interagency Agreement.
- 17.2. 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 will not charge a fee that would restrict low income persons from using the facility.

**18. PROCUREMENT STANDARDS**

- 18.1. This project has been recommended for funding by the Urban County Policy Board based on information supplied in the Contractor's CDBG application submitted in response to the Clark County 2016 CDBG Program RFA.
- 18.2. In awarding contracts pursuant to this Contract, the Contractor will 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 will comply with the Uniform Administrative Requirements as described in 24 C.F.R. §92.504 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.
- 18.3. 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.
- 18.4. Contractor shall follow the requirements in 2 C.F.R. Part 200 and requirements described in the Clark County Community Development Block Grant Program Procedures Manual.

**19. PROGRAM INCOME**

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.

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 CDBG financed activity, subject to state and federal record retention schedules.

**20. PROJECT ADMINISTRATION AND COORDINATION**

The project will be coordinated by Contractor staff and in compliance with 24 C.F.R. 570.502 (Applicability of uniform administrative requirements). The Contractor will perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Contract. The Contractor will be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Contract.

**21. PROPERTY MANAGEMENT**

The Contractor agrees that any real property, equipment or supplies purchased wholly or in part with program funds shall be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (Use of real property), 24 CFR 85.32 (Equipment), and 24 CFR 85.33 (Supplies).

**22. PUBLIC INFORMATION**

- 22.1. In all news releases and other public notices related to projects funded under this Contract, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.
- 22.2. 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 CDBG Procedures Manual*.

**23. RECORDS**

- 23.1. In the event the Contractor sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County.
- 23.2. The Contractor will maintain all records identified in the Required Records section of this Contract, in accordance with 24 C.F.R. 570.506 (Records to be maintained).

**24. REPORTING**

- 24.1. The Contractor shall submit quarterly progress reports. The reports will be due to the County on the 15<sup>th</sup> day after the end of the quarter, starting with the quarter in which the Contract was signed.
- 24.2. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.
- 24.3. In addition to the requirements in the Records Retention section of the General Terms and Conditions, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records will be kept for a period of six (6) years from the date of the submission of the final performance report under this Contract.
- 24.4. The Contractor shall provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
- 24.5. The Contractor shall perform all necessary and appropriate community information activities as directed by the County.

**25. REQUIRED RECORDS**

- 25.1. Financial Management - Such records will 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 will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 25.2. 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.

- 25.3. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- 25.4. 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.
  - 25.4.1. Name of the household or person assisted;
  - 25.4.2. 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));
  - 25.4.3. 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);
  - 25.4.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
  - 25.4.5. Gender data;
  - 25.4.6. Female head of household; and
  - 25.4.7. Disability
- 25.5. The Contractor will 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.
- 25.6. 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.
- 25.7. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.
- 25.8. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
  - 25.8.1. 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.

- 25.8.2. 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.
  - 25.8.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
  - 25.8.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
  - 25.8.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
  - 25.8.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
  - 25.8.7. 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.
  - 25.8.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
  - 25.8.9. Settlement Cost Reporting Statement - A copy of the statement.
  - 25.8.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
  - 25.8.11. Ninety Days' 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.
  - 25.8.12. 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.
- 25.9. Miscellaneous - Such other records as may be required by the County and/or HUD.

**26. 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. It shall also include provisions designed to ensure that 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 is either:

- 26.1. Used to meet one of the national objectives in 24 C.F.R. 570.208, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the grant recipient; or
- 26.2. 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.

**27. TERMINATION**

27.1. 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.

27.1.1. 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.

27.1.2. 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.

27.2. 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 days 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.

27.3. Disposition of Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will 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.

- 27.4. 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.