

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES MOINES, COVINGTON, PACIFIC AND THE CITY OF TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

THIS INTERLOCAL AGREEMENT ("Interlocal") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac ("SeaTac"), the City of Des Moines ("Des Moines"), the City of Covington ("Covington"), the City of Pacific ("Pacific"), and the City of Tukwila ("Tukwila"), hereinafter referred to as "City" or "Cities," to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila's Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila, Covington, Pacific, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, Pacific, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

E. Pacific's Duties

1) Responsible for the implementation of the minor home repair program within Pacific in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Pacific pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

F. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, Pacific and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program as referenced in Exhibit A. However, if a City is unable to spend its portion of the funds by the 3rd quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

3) Abide by additional requirements outlined in Exhibit B, attached hereto and incorporated herein by this reference.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 th Street, SeaTac, WA 98188 206.973.4815; cbschluter@ci.seatac.wa.us
Des Moines	Minor Home Repair Coordinator, Tina Hickey 2163 11 th Ave S, Suite D Des Moines, WA 98198-6398 206-870-6535; thickey@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 st Street, Ste. 100 Covington, WA 98042 253-638-1110 Ext. 2237; vthrom@covingtonwa.gov
Pacific	Community Services Director, currently Linda Morris 100 3 rd Ave SE Pacific, WA 98047 253-929-1150; lmorris@ci.pacific.wa.us
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd. Tukwila, WA 98188 206.433.7180; eboykan@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law: Venue: Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 29th day of February, 2012.

CITY OF SEATAC

By: Todd Cutts
Todd Cutts, City Manager

Date: 12/6/11

Attest: _____

[Printed Name]

Title: _____

Approved As To Form:

Mark S. Johnsen
Mark S. Johnsen, Sr. Assistant City Attorney

CITY OF TUKWILA

By: Jim Haggerton
Jim Haggerton, Mayor

Date: 2/29/12

Attest: Melissa Hart

[Printed Name] Melissa Hart, CMC

Title: Deputy City Clerk

Approved As To Form:

Rachel B. Kerslake for
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: Anthony A. Piasecki
Anthony A. Piasecki, City Manager

As approved by City Council in open public meeting on 2/23/12

Date: 2/27/12

Attest: Sandy Paul

[Printed Name] Sandy Paul

Title: City Clerk

Approved As To Form:

Susan Mahoney
Susan Mahoney, Assistant City Attorney

Tim George
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CITY OF COVINGTON

By: Derek Matheson
Derek Matheson, City Manager

Date: 12/14/11

Attest: Sharon O. Scott

[Printed Name] Sharon O. Scott

Title: City Clerk

Approved As To Form:

Sara Springer
Sara Springer, City Attorney

CITY OF PACIFIC

By: _____

Cy Sun, Mayor

Date: _____

1-31-12

Attest: _____

[Printed Name]

Title: _____

Jane A. Montgomery

City Clerk

Approved As To Form: _____

Albert Albuan

Albert Albuan, City Attorney

EXHIBIT A

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

CALENDAR YEAR 2012

Name of Agencies	Participating Cities & Tentative Funding	
Qualified contractors	Tukwila - Lead City	\$25,000
	Des Moines	\$24,000
	SeaTac	\$26,000
	Covington	\$25,000
	Pacific	\$15,000
	Administrative	\$10,000
	TOTAL	\$125,000

EXHIBIT B
CITY OF SEATAC, DES MOINES, COVINGTON, PACIFIC AND THE CITY OF
TUKWILA
GENERAL REQUIREMENTS

The following additional requirements apply to each exhibit that is part of this Contract and funded with federal Community Development Block Grant (CDBG) Program funds.

I. ADDITIONAL REQUIREMENTS—COMPENSATION AND METHOD OF PAYMENT

A. Municipal Corporations

If the Agency is a municipal corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of the United States Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles For State, Local and Indian Tribal Governments" and those sections of 24 Code of Federal Regulations (CFR) Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements.

B. Not-for-profit Corporations

If the Agency is a nonprofit corporation, costs for which the Agency requests reimbursement shall comply with the policies, guidelines and requirements of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, identified at 24 CFR 570.502 (b), Applicability of Uniform Administrative Requirements. This subsection shall not apply to an agency that is identified in this Contract as a Community Based Development Organization under 24 CFR §570.204(c)(1).

C. Excess Federal Funds

CDBG funds on hand shall not exceed \$5,000 if retained beyond three days unless written approval is received from the County. Any reimbursement in excess of the amount required shall be promptly returned to the County.

D. Program Income

The Agency shall report the receipt and expenditure of all CDBG Program Income, as defined in 24 CFR § 570.500(a), that is generated under this Contract for the purposes specified herein or generated through the project(s) funded under this Contract. All Program Income is to be returned to the County unless the County specifies that it may be retained by the Agency. If the County authorizes the Agency to retain the Program Income to continue or benefit a project or projects, the Agency shall comply with all provisions of the Contract in expending the funds. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section XI, Termination of the Agency Services and Public Entity Services Contracts, or Section IX, Termination of the Special Projects Contract.

II. ADDITIONAL REQUIREMENTS—MAINTENANCE OF RECORDS

A. Federal Exceptions to Retention Requirements

Exceptions to the six year retention period specified in Section VI, Maintenance of Records of the Agency Services and Public Entity Services Contracts or Section V Evaluations, Records and Inspections of the Special Projects Contract are as follows:

1. Records that are the subject of audit findings, litigation, or claims shall be retained until such findings, litigation or claims have been resolved; and
2. The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the County.

B. Financial Management Records

Financial records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 CFR § 85.20 and the OMB Circular A-87 for governmental agencies, 24 CFR § 84.21 and OMB Circular A-122 for Nonprofit Corporations. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

C. Employment Records

If the Agency is a municipal corporation, it agrees to maintain the following data for each of the Agency's operating units funded in whole or in part with CDBG funds provided under this Contract.

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form.

2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

D. Records Regarding Remedy of Past Discrimination

The Agency shall maintain documentation of the affirmative action measures the Agency has taken to overcome prior discrimination if a court or Housing and Urban Development (HUD) has found that the Agency has previously discriminated against persons on the grounds of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds pursuant to 24 CFR Part 121.

E. Additional Records

The Agency shall maintain separate files for each program exhibit including:

1. Notice of Grant Award;
2. Motions, resolutions or minutes documenting Board or Council actions;
3. Correspondence regarding budget revision requests;
4. Copies of all invoices and reports submitted to the County;
5. Bills for payment;
6. Copies of approved invoices and warrants; and
7. Records documenting that costs reimbursed with funding provided under this Exhibit are allowable in accordance with the applicable OMB Circular. Such records include, but are not limited to the following.
 - a. Personnel costs - payroll time sheets for actual salary and fringe benefit costs; time sheets shall signed by a supervisor and, if less than full time, annotated to document percent of time charged against this Exhibit.
 - b. Staff travel - documentation of mileage charges for private auto.
 - c. Copy machine use, postage, telephone use, and office supplies - when these costs are shared with other programs and no invoice is available, log sheets or annotated invoices.
8. Documentation of the solicitation process used to select vendors and subcontractors along with original purchase orders and subcontracts.

III. **ADDITIONAL REQUIREMENTS—NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. Additional Federal Nondiscrimination Requirements

The Agency shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107; and
2. Section 109 of the Housing and Community Development Act of 1974, as amended 42 United States Code (USC) 5301.

B. Prohibited Discriminatory Actions

The Agency may not, under any program or activity to which this Contract may apply, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include, but are not limited to, the following:

1. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;
2. Denying any person services due to limited English proficiency;
3. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
4. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
5. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
6. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
7. Denying any person any opportunity to participate in a program or activity as an employee.

C. Employment Projections

In all solicitations under this Contract, the Agency shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements shall constitute compliance with this Section.

IV. ADDITIONAL REQUIREMENTS—NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Agency shall comply with 24 CFR § 85.36(e) as amended if the Agency is a municipal corporation, and 24 CFR § 84.44(b)(1)-(5) if the Agency is a nonprofit corporation. In accordance with these regulations, the Agency shall take all necessary affirmative steps to assure Minority and Women Business Enterprise and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include the actions specified in XV E, Small Business and Women Business Enterprise Opportunities of the Agency Services Contract, or XV D, Small Business and Women Business Enterprise Opportunities of the Public Entity Services Contract.

V. ADDITIONAL REQUIREMENTS—SUBCONTRACTS AND PURCHASES

A. Debarred Contractors

The Agency shall not make any award at any time to any contractor, which is debarred, suspended, or excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

B. Federal Procurement Requirements

If the Agency is a municipal corporation, it agrees to comply with procurement requirements specified in 24 CFR § 85.36(b) through (g). If the Agency is a nonprofit corporation, it agrees to comply with procurement requirements specified in 24 CFR § 84.40 through .48. The regulations at 24 CFR § 85.36 (b) through (g) and 24 CFR § 84.40 through .84.48, require that all goods and services, irrespective of cost, be procured using a competitive process.

C. Failure to Comply is Default

Failure by the Agency to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

VI. ADDITIONAL REQUIREMENTS—CONFLICT OF INTEREST

A. No Conflict of Interest

The Agency agrees to abide by the provision of 24CFR § 84.42 and 570.611, which include (but are not limited to) the following.

1. The Agency shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of the Agency shall participate in the selection or in the award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Agency or any designated public agency.

B. Copyright

If this contract results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

VII. ADDITIONAL REQUIREMENTS—POLITICAL ACTIVITY PROHIBITED

A. Certification Regarding Lobbying

The Agency certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

1. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. ADDITIONAL REQUIREMENTS—EQUIPMENT PURCHASE, MAINTENANCE AND OWNERSHIP

Disposition of Equipment

If the Agency ceases to use equipment purchased in whole or in part with CDBG funds for the purpose described in this Contract, or if the Agency wishes to dispose of such equipment, the disposition shall be determined under the provisions of 24 CFR § 570.502(b)(3)(vi), if the Agency is a nonprofit corporation and 24 CFR § 570.502(a) and 24 CFR § 85.32(e) if the Agency is a municipal corporation. The Agency agrees that it will contact the County for instructions prior to disposing, surplus, encumbering or transferring ownership of any equipment purchased in whole or in part with federal funds.

IX. SUPPLANTING

A. Not-for-Profit Corporation

If the Agency is a nonprofit corporation providing public (human) services under this Contract with CDBG funds and the Agency received non-federal funds from King County ("local funds") or any other source to provide the same services as those funded herein during the preceding calendar year, the Agency must use the funds provided herein to pay for units of service this year that are over and above the level of service provided with local funds during the previous year.

B. Municipal Corporation

If the Agency is a municipal corporation, any federal CDBG Funds made available under this Contract shall not be utilized by the Agency to reduce or replace the local financial support currently being provided for the service funded under this Contract.

X. DRUG FREE WORKPLACE CERTIFICATION AND OTHER REQUIREMENTS

A. Drug-Free Workplace Certification

The Agency certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (42 USC 701) and regulations set forth at 24 § part 24, subpart F.

B. Other Federal Requirements

The absence of mention in this Contract of any other federal requirements which apply to the award, and expenditure of the federal funds made available by this Contract is not intended to indicate that those federal requirements are not applicable to Agency activities. The Agency shall comply with all other federal requirements relating to the expenditure of federal funds, including but not limited to: the Hatch Act (5 USC Chapter 15) regarding political activities.

XI. CONSTITUTIONAL PROHIBITION

Funds Not Used for Religious Purposes

In accordance with the First Amendment of the United States Constitution, Article 1, Section 11 of the Washington State Constitution, and separation of church and state principles, as a general rule, funds received under this Contract may not be used for religious activities. The following restrictions and limitations apply to the use of CDBG funds:

- A. An Agency may not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the assistance funded under this Contract. If the Agency conducts religious activities, the activities must be offered separately, in time and location, from the assistance funded under this Contract, and participation must be voluntary for the beneficiaries of the assistance; and
- B. In performing under this Contract, the Agency shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**CITY OF TUKWILA
INTERLOCAL AGREEMENT**

Amendment # 1

Between the City of Tukwila and the cities of SeaTac, Des Moines, Covington and Pacific

That portion of the Interlocal Agreement between the City of Tukwila and the Cities of SeaTac, Des Moines, Covington and Pacific is amended as follows:

Section 2.F.2 is amended to read as follows:

No City shall use more funds than have been annually allocated to it by King County for a minor home repair program as referenced in Exhibit A-2. However, if a City is unable to spend its portion of the funds by the 3rd quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

Section 2.F.3 is amended to read as follows:

Abide by additional requirements outlined in Exhibit B-2, attached hereto and incorporated herein by this reference.

Exhibit A and Exhibit B to the Interlocal Agreement are deleted and hereby replaced with Exhibits A-2 and B-2. Exhibits A-2 and B-2 are fully incorporated for all purposes into this Agreement.

All other provisions of the contract shall remain in full force and effect.

Dated this 29th day of August, 2012.

5 of 5 originals

EXHIBIT A -2

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

CALENDAR YEAR 2012 – May 31st, 2013

Name of Agencies	Participating Cities & Tentative Funding	
Qualified contractors	Tukwila - Lead City	\$26,825
	Des Moines	\$25,825
	SeaTac	\$27,825
	Covington	\$26,825
	Pacific	\$16,825
	Environmental Review	\$2,000
	Lead Based Paint	\$5,000
	Other	\$1,175
	TOTAL	\$132,300

EXHIBIT III (B-2)
CITY OF TUKWILA
TUKWILA/SEATAC/DES MOINES/COVINGTON/PACIFIC MINOR HOME REPAIR PROGRAM

Contract No.: 5433919	Project No.: C12342-1111406
King County Project Manager: Kathy Tremper	Agency Contact Person: Evelyn Boykan
Start Date: January 1, 2012	Telephone: (206) 433-7180; Fax: (206) 433-7183
End Date: May 31, 2013	Email: eboykan@tukwilawa.gov

I. WORK STATEMENT

The City of Tukwila (hereinafter referred to as "the Contractor") agrees to provide funds to repair the existing stock of homes owned by low- to moderate-income households in the South King County communities of Covington, Des Moines, Pacific, SeaTac, and Tukwila, as described in this Exhibit beginning on January 1, 2012, and completing these services by May 31, 2013. All such activities shall be provided in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300 in King County Community Development Block Grant (CDBG) funds.

II. PROGRAM DESCRIPTION

The preservation of the housing of low- to moderate-income home owners through the provision of funds to repair the existing stock of homes owned by low- to moderate-income households.

A. Indicators

The number of unduplicated households who receive minor housing repair assistance in the communities of Covington, Des Moines, Pacific, SeaTac, and Tukwila.

B. Eligibility

- Eligible clients shall have an annual gross family income that does not exceed the Moderate Income limits based on the applicable Family Size in the following 2012 United States Housing and Urban Development (HUD) Income Guidelines Table. Clients may self certify in writing that their family income does not exceed the applicable limit.

2012 HUD INCOME GUIDELINES Median Family Income = \$88,000 Effective January 1, 2012			
FAMILY SIZE	30% MEDIAN EXTREMELY LOW-INCOME	50% MEDIAN LOW- INCOME	80% MEDIAN MODERATE- INCOME
1	\$18,500	\$30,800	\$45,500
2	\$21,150	\$35,200	\$52,000
3	\$23,800	\$39,600	\$58,500
4	\$26,400	\$44,000	\$65,000
5	\$28,550	\$47,550	\$70,200
6	\$30,650	\$51,050	\$75,400
7	\$32,750	\$54,600	\$80,600
8	\$34,850	\$58,100	\$85,800

2. The definition of family shall include all persons living in the same household who are related by birth, marriage or adoption and includes dependent children living away from home. The definition of income includes all sources of income required to be reported on Internal Revenue Service Form 1040.
3. Income guidelines may be adjusted periodically by HUD. The Contractor agrees to use updated income guidelines that shall be provided by the County. The County shall provide the updated guidelines to the Contractor electronically or by hard copy.
4. Services provided with funding under this Exhibit may be limited to residents of Covington, Des Moines, Pacific, SeaTac, and Tukwila.
5. Services shall be provided on a first come, first served basis with safety and health issues prioritized.
6. Eligible clients must have lived in their home for at least one year.

C. Definitions

1. Disabled person is an adult who has severe disabilities based on the Bureau of the Census definition.
2. Elderly person is an individual who is 62 years or older.
3. Emergency repair includes activities that protect, repair or arrest the effects of disasters, imminent threats or physical deterioration that pose an imminent danger to life, health or safety.
4. Routine maintenance includes activities that merely keep a structure in good operating condition; such activities do not add to the value of the structure, appreciably prolong its useful life, or adapt it to new uses.
5. Unit of service is a minor home repair, measured by unique job or repair hours that is undertaken in a client's home.

D. Program Requirements

The Contractor shall use CDBG funds to provide minor home repair services for low- and moderate-income homeowners in the cities of Covington, Des Moines, Pacific, SeaTac, and Tukwila. Funds shall be focused on maintaining the safety and health of the occupants, preserving the dwelling and/or conserving energy. These activities may include, but are not limited to: earthquake preparedness, replacing broken switches, sockets, light fixtures, repairing heat sources, repairing gutters and downspouts, replacing or repairing faucets, toilets, sinks, drains, broken or leaky pipes and repairing minor roof leaks.

1. The Contractor agrees to serve, at minimum, the following unduplicated number of units repaired with funds provided under this Exhibit:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Number of unduplicated households in Tukwila	0	3	5	3	11	3	0	14
Number of unduplicated households in SeaTac	0	3	3	5	11	3	0	14
Number of unduplicated households in Des Moines	0	3	3	3	9	3	0	12
Number of unduplicated households in Covington	0	4	6	4	14	1	1	16
Number of unduplicated households in Pacific	0	0	1	2	3	2	2	7
Cumulative Total for all Cities	0	13	18	17	48	12	3	63

2. The Contractor agrees to provide, at minimum, the following cumulative hours of service:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Minor Home Repair hours in Tukwila	0	8	8	12	28	12	0	40
Minor Home Repair hours in SeaTac	0	8	10	12	30	12	0	42
Minor Home Repair hours in Des Moines	0	8	8	10	26	10	0	36
Minor Home Repair hours in Covington	0	12	18	12	42	3	3	48
Minor Home Repair hours in Pacific	0	0	4	4	8	4	4	16
Cumulative Total for all Cities	0	36	48	50	134	41	7	182

The funds provided under this Exhibit shall be used to pay for the costs associated with the provision of these units of service.

3. Environmental Review Records

- a. The Contractor shall complete and sign a Site Specific Environmental Review (ER) Checklist, known as a Tier 3 review, for every individual job, before any work begins. This checklist allows Minor Home Repair (MHR) staff to proceed with certain types of projects without obtaining King County approval first, including projects involving maintenance, emergency repairs, grab bars or in pre-approved mobile home parks.
- b. The Contractor shall submit all Site Specific ER Checklists to the Housing and Community Development (HCD) Environmental Review Specialist quarterly with invoice submittal. The Contractor shall keep hard copies on file.
- c. If the MHR staff checks "no" to all questions numbers 1-4 on a Site Specific Environmental Review Checklist, then MHR staff shall submit information to the King County ER Specialist and work shall not begin until the ER Specialist notifies Contractor staff that an ER for that site (Tier 3) is complete. These reviews shall be submitted along with at least one picture of the project house.
- d. The MHR staff shall provide the HCD ER Specialist information concerning the following regulations for Tier 3 reviews, as determined in the Tier 1, Five-Year Programmatic ER (published Dec. 2010):
 - i. Section 106: Historic Preservation and Archaeology;
 - ii. Toxic Chemicals; and
 - iii. Flood disaster Protection Act (flood insurance).

4. Lead-Based Paint (LBP) Requirements

- a. Contractor shall complete the HCD Supplementary Lead Based Paint Checklist for all repairs on houses built prior to 1978 and submit copies to HCD Project Manager with Quarterly Billing Invoice Package as outlined in Section III.B. of this Exhibit.
- b. Contractor shall procure a neutral third party lead based paint certified contractor hired specifically to assess LBP threshold determinations (with the exception of those re-occurring activities that have been pre-determined to not disturb paint).

The sub-contractor(s) shall not complete the LBP work on homes they have assessed and shall refer his/her determinations back to the Contractor to coordinate all LBP housing repairs and clearance through King County HCD Staff.

- c. Contractor shall monitor job completion and LBP clearance of housing units per Housing Repair LBP standards as set forth in the Minor Home Repair Program Lead Based Paint Requirements and Process.
- d. If a project repair area is over de minimus and has children under the age of six residing in the house, and is over \$5,000 in repair value, the project shall be referred to King County Housing Repair Program by MHR Staff for assessment and completion.
 - i. In these instances, if the City makes the referral and desires to continue funding the repair as a grant, it will be responsible for all additional costs associated with addressing the repairs and the LBP. The Housing Repair Program will bill the MHR Program for the project in an amount adequate to cover all costs associated with the repair and LBP activity. If the MHR Program runs out of funds available for grant transfer referrals, the referrals will be assessed for the traditional non-amortizing loan program through the Consortium's Housing Repair Program, if desired by the client through normal channels of intake, and general HRP process.
 - ii. The estimated HCD cost associated with LBP review, testing, determination and clearance has been determined to be no less than \$500 to cover associated travel and HRP staff time, but will be itemized per project. Multiple tests might be necessary to complete clearance of a project
- e. Lead Based Paint Records

The Contractor shall maintain records documenting compliance with Regulations for Lead-Based Paint Poisoning Prevention in Certain Residential Structures at 24 Code of Federal Regulations (CFR) Part 35. Such records shall include, for each housing unit assisted under this Contract:

 - i. Records evidencing that the housing repair was exempt pursuant to 24 CFR Part 35.115; or
 - ii. Records evidencing that the scope of the housing repair work did not exceed the de minimus criteria at 24 CFR Part 35.1350(d) and that the Contractor provided the required pamphlet to the occupants of the housing unit pursuant to 24 CFR Part 35.910(b); or
 - iii. Records evidencing that the housing repair work was completed in accordance with the procedures specified in 24 CFR Part 35, Subpart J including provision of required notices, and performance of evaluation and clearances.

5. Subcontracted Services

- a. In addition to the requirements of Section XVI. of the Contract, the Contractor shall execute written agreements with each Contractor with which it subcontracts to provide services (hereinafter "Implementing Agency") and shall incorporate into such subcontracts the provisions in Section II.F., Program Requirements, of this Exhibit.
- b. The Contractor shall invoice the County for due and payable invoices of the Implementing Agency or for costs paid by the Contractor for goods, materials or services already provided. The Contractor shall invoice the County after the Implementing Agency has invoiced the Contractor. The Contractor shall include a copy of the Implementing Agency's invoice with its invoice submitted to the County. The Contractor shall ensure that all costs for which the Implementing Agency requests reimbursement are allowable in accordance with OMB Circular A-122 or OMB Circular A-87, as applicable.
- c. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

6. Copyright

If this Contract results in any copyrightable material, King County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Public Information

All marketing materials, news releases and other public notices related to projects funded under this Agreement shall include information identifying the source of funds as the King County Community Development Block Grant Program.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall apply the following CDBG funds in accordance with the Line Item Budget below. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300.

1. CDBG Funds

King County CDBG Funds -South Sub-Region	\$132,300
Total CDBG Funds:	\$132,300

2. Line Item Budget

Environmental Review	\$ 2,000
Project Management	\$ 6,500
Office/Operating Supplies	\$ 0
Construction Contracts	\$117,625
Communications	\$ 0
Travel and Training	\$ 0
Lead Based Paint Activities	\$ 5,000
Other Miscellaneous CDBG eligible cost:	\$ 1,175
Total CDBG Funds:	\$132,300

B. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section IV., REPORTING REQUIREMENTS, of this Exhibit in a format approved by the County. All required reports shall accompany the invoice statement in order to receive payment.
2. All required reports must accompany the invoice statement in order to receive payment. The Contractor shall submit invoices to the County in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of the Contractor and shall be accompanied by copies of supporting documents.
3. The Billing Invoice Package is due within 20 working days after the end of the first through third quarter 2012 and the first quarter, 2013.
4. The Contractor shall submit an accrual letter on Contractor letterhead for any unpaid 2012 expenditures by December 14, 2012.
5. The 2012 fourth quarter Billing Invoice Package must be received by close of business on January 7, 2013.
6. The final 2013 voucher must be submitted no later than May 1, 2013.

C. Method of Payment

1. The County shall reimburse the Contractor on a quarterly basis for actual expenditures in accordance with the Line Item Budget in Section III.A.
2. Payment to the Contractor may be withheld for any quarter in which the Contractor has not submitted the reports specified in Section IV., REPORTING REQUIREMENTS, of this Exhibit, or in which said reports are incomplete.
3. The Contractor shall advise the County quarterly of any changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate performance requirements if the County determines that such changes are substantial.

IV. REPORTING REQUIREMENTS

The Contractor shall submit electronically the following data reports in a format and to an address provided by the County.

- A. The Contractor shall submit a completed electronic version of the Environmental Review Form to the King County Environmental Review Specialist and place a hard copy with client's applications for repairs in the Contractor's Minor Home Repair Program file.
- B. The Contractor shall submit with each invoice a completed Project Activity Report Form, in a format provided by the County. Each Project Activity Report shall include a narrative with an explanation if actual services are less than 90 percent of the cumulative minimum service requirements as stated in Section II. D.1. and II.D.2. of this Exhibit.
- C. The Contractor shall use the following methods to measure the indicator specified in Section II.F.2. of this Exhibit: Number of units completed.
- D. The Contractor shall submit with the final invoice a completed Project Funding Report form itemizing all funding used for the project, in a format provided by the County.

CITY OF SEATAC

By: Todd Cutts
Todd Cutts, City Manager

Date: 8/7/12

Attest: _____

[Printed Name]

Title: _____

Approved As To Form:

Mark S. Johnsen, Sr.
Mark S. Johnsen, Sr. Assistant City Attorney

CITY OF COVINGTON

By: Derek Matheson
Derek Matheson, City Manager

Date: 7-10-12

Attest: Sharon Scott

[Printed Name]

Title: City Clerk

Approved As To Form:

Sara Springer
Sara Springer, City Attorney

CITY OF DES MOINES

By: Anthony A. Plasecki
Anthony A. Plasecki, City Manager

As approved by the City Council
in open public meeting on 7/12/12

Date: 7/13/12

Attest: Sandy Paul

[Printed Name]

Title: City Clerk

Approved As To Form:

Susan Mahoney
Susan Mahoney, Assistant City Attorney

Tim George

CITY OF TUKWILA

By: Jim Haggerton
Jim Haggerton, Mayor

Date: August 29, 2012

Attest: Melissa Hart

[Printed Name]

Title: Acting City Clerk

Approved As To Form:

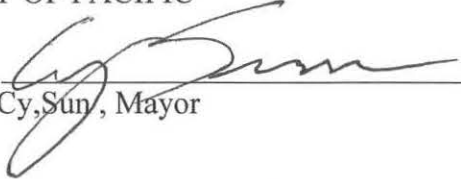
Shelley M. Kerslake
Shelley M. Kerslake, City Attorney

~~ATTEST/AUTHENTICATED:~~


~~Christy O'Flaherty, MMC, City Clerk~~

~~Date approved by City Council _____
(Applicable if contract amount is over \$40,000)~~

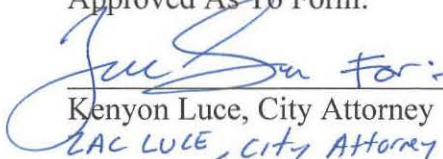
CITY OF PACIFIC

By: 
Cy, Sun, Mayor

Date: 6.18.12

Attest: 
[Printed Name] BETTY J. GARRISON
Title: INTERIM CITY TREASURER

Approved As To Form:

 For:
Kenyon Luce, City Attorney
LAC LUCE, City Attorney
WSBA 43642