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CONTRACT #2019-CDBG-1903

between

CLARK COUNTY
P.O. Box 5000, Vancouver, WA 98666-5000

and

CITY OF RIDGEFIELD
PO Box 608, Ridgefield, WA 98642-0608

Project:	**S 3rd Ave Storm Improvements**
Contract Period:	Upon County Signature through October 31, 2020
Total Contract Amount:	$250,000
Funding Source:	Fund 1939 - Community Development Block Grant
Contractor DUNS Number:	032009396
CFDA Number:	14.218
Procurement History:	2019 CDBG RFA

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Bryan Kast 360.857.5023 bryan.kast@ci.ridgefield.wa.us	Kirk Johnson 360.857.5008 kirk.johnson@ci.ridgefield.wa.us	Rebecca Royce 564.397.7863 rebecca.royce@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the "County," and City of Ridgefield, hereinafter referred to as the "Contractor," agree to the terms of this Contract as well as the Clark County Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at Clark County Community Services General Terms and Conditions. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

Shawn Henessee 11/18/2019

Shawn Henessee, County Manager

FOR CITY OF RIDGEFIELD:

Steve Stuart 11/18/2019

Steve Stuart, City Manager

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 11/18/2019

Amanda Migchelbrink
Deputy Prosecuting Attorney

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BUDGET SUMMARY
CONTRACT #2019-CDBG-1903
CITY OF RIDGEFIELD

STATEMENT OF WORK S 3rd Ave Storm Improvements		
ITEM	**FUNDING SOURCE**	**FUND AMOUNT**
A	**Clark County CDBG 2019 Entitlement Funds**	**$250,000**
B	City of Ridgefield Local and In Kind	$402,655

ITEMIZED COST	TOTAL COST	A	B
Construction & Permit Fees	$540,765	**$250,000**	$290,765
Engineer/Architect	$111,890	**$0**	$111,890
TOTAL COST	$652,655	**$250,000**	$402,655

Match is 61.7% ($402,655/$652,655)

*The City of Ridgefield is only required to provide 50% match per their application.

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STATEMENT OF WORK
CONTRACT #2019-CDBG-1903
CITY OF RIDGEFIELD

1. PROJECT DESCRIPTION

1.1. CDBG funding will be used to construct sidewalks and stormwater improvements along SW 3rd Avenue between Pioneer and S Sargent Street and along S Sargent Street between 3rd and 4th Avenues. The sidewalk improvements will provide a link between the existing sidewalks along S Sargent Street, allowing for safe pedestrian travel. The stormwater improvements, in the form of rain gardens, will aid in fixing the ongoing stormwater issues in this neighborhood. The area currently has no infrastructure to collect and convey stormwater, creating ongoing flooding issues in the yards and basements of residences along the project area. Funds will also be used for reconstruction of the roadway.

The City of Ridgefield funding will be used to upgrade approximately 700 linear feet of water main to 8" piping along with 14 laterals to residences along the project area. The existing water system is undersized and does not meet current standards causing poor water pressure which is insufficient to support fire hydrants. Funds will also be used for reconstruction of the roadway.

1.2. In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein, in the Contractor's proposal, and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract.

1.3. Federal Award Identification:

The County classifies this agreement as a subaward.

Subrecipient Name	City of Ridgefield
Subrecipient Unique Entity Identifier	DUNS Number 032009396
Federal Award Identification Number (FAIN)	B-19-UC-53-0006
Federal Award Date	08/19 to the County
Subaward Period of Performance	Upon County Signature – 10/31/2020
Amount of Federal Funds Obligated for this Contract	$250,000
Total Federal Funds Obligated to Subrecipient	$250,000
Total Amount of the Federal Award Committed	$250,000 of $1,458,688
Federal Award Project Description	Entitlement, Sec 106(b)
Federal Awarding Agency	U.S. Department of Housing and Urban Development (HUD)
Pass-through Entity and Contact Name	Clark County; Michael Torres 564.397.7801
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	Varies

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2. CONTRACT KICKOFF

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

3. FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public Facilities and Improvements, under the Low/Mod Income Area National Objective. The project is located in census tract 403.02, block group 1, which is 27.16 percent low-income. However, an income survey conducted for this service area determined that 77.8% of the persons are low/mod income.

4. PROJECT BUDGET AND TIMELINE

4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contract.

4.2. The Contractor shall apply the funds received from the County under this Contract in accordance with the Budget Summary and the Statement of Work.

4.3. The Contractor shall carry out objectives anticipated in the RFA.

5. PAYMENT PROVISIONS

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

5.1. The Contractor shall submit an invoice on a County-provided form. The invoice shall include a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail.

5.2. Administrative costs shall not be reimbursed under this Contract.

5.3. Match Requirements: When approximately 50% of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in-kind.

5.4. For construction projects subject to federal labor standards laws (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

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6. PERFORMANCE-BASED REQUIREMENTS

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

Program Goals	Anticipated Annual Outcomes
New sidewalk and stormwater infrastructure constructed	Approximately 45 individuals

7. REPORTING

7.1. The Contractor shall submit quarterly progress reports in a format acceptable to the County. The reports shall be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.

7.2. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.

7.3. In addition to the record retention requirements in this Contract, the Contractor shall maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records shall be kept for a period of seven years from the date of the submission of the final performance report under this Contract.

7.4. The Contractor shall provide documentation to the County at project completion showing that the sources and value of its match contribution to the project are equal to those specified in the Budget Summary.

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

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PROJECT SCHEDULE
CONTRACT #2019-CDBG-1903
CITY OF RIDGEFIELD

ACTIVITY	COMPLETION DATE
Engineering/Design and Bid Document Preparation	December 2019
Bid invitation and contractor selection	January 2020
Construction	June 2020
Project Close Out	October 2020

1. The Contractor shall plan and administer the project in accordance with this project schedule, unless otherwise modified by the County in writing.

2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

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DELIVERABLES SUMMARY
CONTRACT #2019-CDBG-1903
CITY OF RIDGEFIELD

DELIVERABLE	REFERENCE	DUE DATE
Submit project components	Special T&C §6	10 working days prior to requesting bids
CDBG construction sign	Special T&C §19	During construction
Permanent plaque	Special T&C §19	Prior to project completion
Quarterly progress reports	SOW §7	15th day after the end of each quarter
Project completion documentation	SOW §7	Project completion
Sources and value of contributions (match) report	SOW §7	With invoice submission and at project completion
EEOC Form 164	Special T&C §21	Start of contract
Contractor transfer of any remaining CDBG funds	Special T&C §22	Contract expiration
Close-out financial, performance, and other reports	General T&C §8	30 days after contract expiration
E-Verify MOU and completion report	General T&C §19	Prior to starting work and at contract expiration
Fiscal requirements	General T&C §23	Various
Proof of insurance	General T&C §26 Special T&C §11	At start of contract and thereafter during contract term

1. There may be additional deliverables defined in this contract which are not reflected here.

2. If there is a conflict between what appears in this summary table and what is listed elsewhere in the Contract, the terms and conditions elsewhere in the Contract shall apply.

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SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT

1. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OVERVIEW

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

2. ACCESSIBILITY

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

3. ACQUISITION AND RELOCATION

3.1. For acquisition of real property for any activity assisted under this Contract which occurs on or after the date of the Contractor's submission of its CDBG application to the County, the Contractor shall comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 C.F.R. 42.

3.2. The Contractor shall comply with Section 104(d) of the Housing and Community Development Act of 1974, which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.

3.3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition of real property assisted under this Contract shall comply with Title II of the Uniform Act and the regulations at 24 C.F.R. 42. The Contractor shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 C.F.R. 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

4. ADMINISTRATIVE REQUIREMENTS

4.1. The Contractor shall comply with 2 C.F.R. Part 200.

4.2. The Contractor shall comply with 24 C.F.R. Part 570.

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

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5. CONFLICT OF INTEREST

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

5.1. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.

5.1.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

5.1.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

5.2. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Contract.

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

6. CONSTRUCTION DOCUMENTS

6.1. The Contractor shall submit to the County all project components that shall be paid with HUD funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to requesting bids for construction.

6.2. All specifications and drawings shall be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.

6.3. Any change in the scope of the project shall require a modification of this Contract.

6.4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.

6.5. If construction is paid with HUD funds, the Contractor shall appropriately bid, award the contract, and contract for construction of the project. The Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvements generally described in this Contract.

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6.6. If improvements are paid with HUD funds and in the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.

6.7. The Contractor shall provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

7. DOCUMENTS INCORPORATED BY REFERENCE

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

7.1. Clark County Community Services General Terms and Conditions, as now established or hereafter amended

7.2. Contractor's proposal for CDBG funds

7.3 Detailed budget provided by the Contractor in their application for HUD funding

7.4. CDBG Program Policies and Procedures, as now established or hereafter amended

7.5. Current version of HUD income limits

7.6. Environmental Review Record (ERR) for the project (if applicable)

7.7. U.S. Department of Housing and Urban Development Community Development Block Grants B-19-UC-53-0006 as now established or hereafter amended

7.8. All applicable federal administrative requirements including 2 C.F.R. Part 200 and 24 C.F.R. Part 570

8. ENVIRONMENTAL REVIEW

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

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

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

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8.3. In the event environmental mitigation measures are required by the environmental review process, the Contractor shall include the requirements within the construction contract between the Contractor and its selected general construction contractor.

8.4. All of the following environmental mitigation measures shall be completed before the construction contract is awarded or property is acquired.

There are no mitigation measures required based on environmental review completion; however, due to diagnostic artifacts that were recorded in previously disturbed soil underlain by modern debris found during the archaeological survey, the Washington Department of Archaeology & Historic Preservation recommends, and the County requires, having a monitor onsite during all ground disturbing activities.

9. FEES

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

10. HUD SECTION 3 CLAUSE (required by 24 C.F.R. 135.38)

This section applies only if the total contract amount is $200,000 or more.

10.1. 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. 1701(u) (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.

10.2. The Contractor shall comply with HUD's regulations in 24 C.F.R. 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.

10.3. The Contractor shall 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.

10.4. The Contractor shall include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 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 C.F.R. Part 135. The Contractor shall 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 C.F.R. Part 135.

10.5. The Contractor shall certify 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 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

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10.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

10.7. 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).

11. INSURANCE

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

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

11.2. The Contractor shall purchase, maintain, and provide evidence of fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.

11.3. Contractor shall provide evidence of continuing coverage during the overlap periods of the policy and notify the County of any change in its insurance.

11.4. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.

11.5. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County, and shall be in an amount not less than the amount of HUD funds provided under this agreement.

11.6. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.

11.7. The Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance is obtained, maintained, and that evidence of flood insurance is provided to the County.

12. INTERPRETATION OF CONTRACT

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

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency

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shall be resolved by giving precedence in the following order:

12.1. Applicable federal statutes and regulations including the current version of HUD income limits and Fair Market Rent Limits

12.2. State statutes and regulations

12.3. Clark County CDBG Program Policies and Procedures

12.4. Statement of Work, including any exhibits

12.5. Special Terms and Conditions

12.6. Clark County Community Services General Terms and Conditions

12.7. Contractor's proposal for CDBG funds

12.8. Any other material incorporated herein by reference

13. LABOR STANDARDS

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

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

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

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

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

14. LEAD-BASED PAINT

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

15. NONDISCRIMINATION

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

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15.1. The Contractor shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 C.F.R. 570.601.

15.2. The Contractor shall not discriminate against any resident of the project service area by denying benefit from or participation in any HUD funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).

15.3. The Contractor shall take 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.

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

15.5. The Contractor shall not discriminate against any employee or applicant for employment in connection with this Contract because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)

15.6. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)

15.7. The Contractor shall bar eviction and termination due to a tenant's status as a survivor, and require landlords to maintain survivor-tenant confidentiality. The Contractor shall not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence

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

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

16. OPERATIONS AND MAINTENANCE

16.1. The Contractor shall maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Clark County Community Services General Terms and Conditions.

16.2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation and shall not charge a fee that would restrict low-income persons from using the facility.

17. PROCUREMENT STANDARDS

17.1. This project has been recommended for funding by the Urban County Policy Board based on information supplied in the Contractor's application submitted in response to the Clark County 2018 and 2019 CDBG Program RFA.

17.2. In awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor shall comply with the Uniform Administrative Requirements as described in 24 C.F.R. Part 570 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.

17.3. If requested by the County, a cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

17.4. Contractor shall follow all requirements of 2 C.F.R. Part 200, including Appendix II, and all requirements described in the Clark County Community Development Block Grant Program Procedures Manual.

17.5 Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency

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(EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. PROGRAM INCOME

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

18.2. Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a HUD financed activity, subject to state and federal record retention schedules.

19. PUBLICITY

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

19.1. In all news releases and other public notices related to projects funded under this Agreement, the Contractor shall include information identifying the source of funds as the Clark County CDBG program.

19.2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the Clark County Procedures Manual.

19.3. For construction projects, the Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

20. RECORDS RETENTION

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

20.1. In the event the Contractor sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County.

20.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.

21. REQUIRED RECORDS

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

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21.1. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

21.2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.

21.3. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.

21.3.1. Name of the household or person assisted;

21.3.2. Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));

21.3.3. Racial/ethnic data (White, Black/African American, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);

21.3.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;

21.3.5. Gender data;

21.3.6. Female head of household; and

21.3.7. Disability

21.4. The Contractor shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.

21.5. Unless waived by the County in writing, the Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.

21.6. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.

21.7. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:

21.7.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.

21.7.2. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.

21.7.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.

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21.7.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.

21.7.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.

21.7.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.

21.7.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.

21.7.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.

21.7.9. Settlement Cost Reporting Statement - A copy of the statement.

21.7.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.

21.7.11. Ninety Day Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.

21.7.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.

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

22. REVERSION OF ASSETS

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

22.1. Used to meet one of the national objectives in 24 C.F.R. 570, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the County; or

22.2. 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.

23. TERMINATION

23.1. 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.

23.1.1. 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.

23.1.2. If the funds upon which the County relied to establish this Contract are

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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.

23.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar day's written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

23.3. Upon termination of this Contract any unexpended balance of Contract funds shall remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

23.4. 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.

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FOR COUNTY USE ONLY

CONTRACT #2019-CDBG-1903
CITY OF RIDGEFIELD

S 3rd Ave Storm Improvements

Description	Payment Type	Amount	Spend Category	Grant	Cost Center	Fund	BASUB	Program	Activity
Construction and Permit Fees	Cost Reimbursement	$ 250,000	S0263	GR0000051*	CC203	9015	B5593000	PG0088	A031420
TOTAL		**$ 250,000**							

* Subject to change if program income funds are available

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CLARK COUNTY WASHINGTON
COMMUNITY SERVICES

clark.wa.gov

1601 E Fourth Plain Blvd., Bldg. 17
P O Box 5000
Vancouver, WA 98666-5000
360-397-2130

Clark County Community Services serves a key role in our community, providing federal, state, and local funding to the county's most vulnerable populations. The department serves a wide range of needs, including homelessness assistance, behavioral health crisis and prevention services, employment and early intervention for those with developmental disabilities, youth support programs, and community development activities.

MISSION

Clark County Community Services supports, through partnerships, all people in our community to increase their well-being and economic security.

VISION

We work to create a thriving community where people are valued and have the resources they need to flourish.

VALUES

- *People*
- *Collaboration and Partnerships*
- *Diversity and Inclusion*
- *Accountability*
- *Education*
- *Positivity*
- *Innovation*

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CLARK COUNTY COMMUNITY SERVICES

GENERAL TERMS AND CONDITIONS

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CLARK COUNTY COMMUNITY SERVICES
GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS are a required part of the Clark County Community Services contracting process and shall apply whenever the Contractor and the County execute a contract.

The "Contractor" referenced throughout this document is identified in each Contract executed by Clark County Community Services. The "County" means Clark County. "Contract" means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, the "Contractor" is also referred to as "lower tier Grantee" in this document.

1. ACCESS, MONITORING, AND INSPECTIONS

1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.

1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review or audit by County, federal, or state officials during the performance of a contract with the County and during the period of document retention.

2. AMERICANS WITH DISABILITIES ACT

Contractor shall comply with federal, state and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

3. ANTI-LOBBYING

3.1. By signing this Contract, the Contractor certifies that, to the best of its knowledge and belief, no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an 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.

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3.2. 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 a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.3. If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.4. No funds from the State of Washington shall be used for supporting or opposing ballot measures or the candidacy of any person for public office.

4. APPLICABILITY OF LAW

4.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington as to both interpretation and performance.

4.2. Venue shall be Clark County, Washington.

5. ASSIGNMENT AND SUBCONTRACTING

5.1. The Contractor shall not assign, delegate, or subcontract for any work required in this Contract without the prior written consent of the County.

5.2. The County shall have the right to inspect and to approve or reject any subcontract document, and the Contractor shall provide a copy of any subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.

5.2. Any subcontract shall be in writing.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

6.1. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (Excluded Person) from participating in any federally-funded program by any federal department or agency, and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work directly or indirectly under this Contract is an Excluded Person.

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6.2. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.

6.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction [this section is required, without modification, by County granting agencies].

LOWER TIER COVERED TRANSACTIONS

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

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

6.4. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:

6.4.1. Checking the Federal Excluded Parties List System at www.sam.gov; or

6.4.2. Collecting a certification from the person or party; or

6.4.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.

6.5. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.

6.6. The certifications in this clause are a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

6.7. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.

6.8. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

7. CLAIMS OR DAMAGES

The County, the Washington State Department of Commerce, the Washington State Department of Social and Health Services, the State of Washington, and federal granting agencies are not liable for claims or damages arising from the Contractor's performance of this Contract.

8. CLOSE-OUT

8.1. Upon receipt of an approved Contractor invoice, the County will process payment to the Contractor for allowable costs or earned payments that are due prior to the date of expiration or termination.

8.2. Within thirty (30) days after the date of expiration of a contract, the Contractor shall submit all financial, performance, and other reports required by each contract.

8.3. If requested by the County, the Contractor shall cooperate in a program audit by the County or its designee.

9. CONFIDENTIALITY AND PRIVACY

9.1. If Contractor will encounter protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal privacy regulations.

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9.2. If Contractor will encounter protected health information while performing services under this contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.

9.3. If requested by the County, Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced in this section.

9.4. If requested by the County, Contractor shall provide the County with an annual Confidentiality Certification in a format acceptable to the County before January 15th of each year.

9.5. Unless waived by the County in writing, if Contractor will encounter protected health information while performing services under this Contract, then it must sign a "Business Associate Agreement and Qualified Service Organization Agreement" with the County.

9.6. Personal information collected, used, or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.

9.7. Personal and confidential information includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.

9.8. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

10. CONFLICT OF INTEREST

10.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.

10.2. Contractor shall identify to the County any person employed or previously employed in any capacity by the state of Washington that worked on the funding sources for this Contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.

10.3. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.

10.3.1. 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.

10.3.2. 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, 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)).

11. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. This includes: Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

12. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

13. CONTRACT PERIOD

13.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided and billable costs incurred within the contract period. The first page of the Contract is also referred to as the "Face Sheet."

13.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of

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time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless a different hold-over period is agreed to in writing.

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

14. COPYRIGHT

14.1. "Materials" means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.

14.2. Unless otherwise provided in this Contract, all Materials produced under this contract shall be considered "works for hire," as defined by the U.S. Copyright Act, and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14.3. In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns to the County all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.

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

15. CORRECTIVE ACTION

15.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, as well as all terms and conditions in the Statement(s) of Work, Special Terms and Conditions, and contract exhibits, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or terminate the contract.

15.2. If the County provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.

15.3. The County will approve or disapprove the Contractor's corrective action plan in writing. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the County deems the plan unsatisfactory, the County may terminate this Contract in whole or in part.

15.4. 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.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be signed electronically and exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one-and-the same instrument.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability, or in its discretion, to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek such other remedies as are legally available.

18. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

19. EMPLOYMENT VERIFICATION PROGRAM

19.1. If the amount of this Contract is equal to or greater than $25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of this Contract.

19.2. If the Contractor has a subcontract in an amount equal to or greater than $25,000 working in support of this Contract, the Contractor is responsible for ensuring the

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subcontractor provide a DHS MOU or proof of pending application within 30 days after this Contract start date.

19.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to perform work under this Contract.

19.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: http://www.uscis.gov/e-verify.

20. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract.

21. FAIR HOUSING AND NON-DISCRIMINATION

21.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.

21.2. In accordance with the decision in United States v. Windsor, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

22. FEDERAL FUNDING REQUIREMENTS

22.1. Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. Contractors that receive federal funds shall comply with all grantor requirements including, but not limited to, those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA, the relevant Code of Federal Regulations, and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal funding requirements.

22.2. If the Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM) registry. Contractor shall also register for and maintain an active Dun & Bradstreet DUNS number.

22.3. If the Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.

22.4. For contracts funded by the U.S. Department of Health and Human Services (HHS), Contractor shall disclose in writing, in a timely manner, to the County and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

22.5. If the Contractor receives federal funds, Contractor shall not:

22.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

22.5.2. Procure a commercial sex act during the period of time that the award is in effect;

22.5.3. Use forced labor in the performance of the award or subawards under the award.

23. FISCAL REQUIREMENTS

23.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.

23.2. The Contractor shall comply with applicable requirements of 2 C.F.R. Part 200, including any future amendments, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

23.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508, if the Contractor (1) expends $750,000 or more in federal awards during the Contractor's fiscal year, or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level.

23.4. If the Contractor expends $750,000 or more in federal funds during the fiscal year, an independent audit report is required. A copy of the audit report shall be submitted to the County. Copies of other financial records may also be required.

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23.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

23.4.2. For Profit Contractors - An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP shall be submitted. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

23.5. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.

23.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

23.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, Statement of Changes in Net Assets, and Statement of Cash Flows.

23.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.

23.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.

23.6.4. The County may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than $25,000 or if this Contract is a Personal/Professional Services contract.

24. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and shall include timelines for filing a grievance or a complaint. The complaint procedure shall be developed in compliance with federal law regarding discrimination and include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The

County shall be notified when a grievance requires formal arbitration. Upon request by the County, County shall review and approve the Contractor's grievance and complaint procedures.

25. INDEMNIFICATION

25.1. The Contractor does release, indemnify, and promise to defend and hold harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims. This includes costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

25.2. The Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. This paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees, and agents.

26. INSURANCE

At the execution of this Contract, the Contractor shall provide the County with proof of the following insurance coverage. Proof shall be on an ACORD Certificate(s) of Liability Insurance. Each certificate shall show the coverage, deductible, and policy period.

26.1. COMMERCIAL GENERAL LIABILITY

$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. The insurance must be maintained throughout the term of this Contract. In no event shall the deductible exceed $5,000. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability, or cross liability. The Contractor agrees that its policy is primary and waives its right of subrogation.

Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following or similar endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured - Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured - Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional

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Insured - Owners, Contractor - Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington."

26.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the County with proof of $1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. The insurance must be maintained throughout the term of this Contract. If vehicles are not used, the Contractor shall provide the County with a written declaration on company letterhead, that no vehicles will be used in the performance of the Contract.

26.3. FIDELITY INSURANCE

If the Contractor receives $10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. The insurance must be maintained throughout the term of this Contract. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or for issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be either $100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

26.4. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on its premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates shall be written as follows: Clark County Washington Community Services, Attn: Contracts Unit, PO Box 5000, Vancouver, WA 98666-5000.

27. INTERPRETATION OF CONTRACT

This agreement contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

27.1. The order of precedence is as follows:

27.1.1. Federal statutes and regulations

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27.1.2. State statutes and regulations

27.1.3. Statement(s) of Work

27.1.4. Special Terms and Conditions

27.1.5. Clark County Community Services General Terms and Conditions, as now established or hereafter amended.

27.1.6. The Contractor's proposal

27.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract 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.

28. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable federal, state, County, or municipal standards for licensing, certification, and operation of facilities and program, accreditation and licensing of individuals, and for any other applicable standards or criteria as specified in this Contract. The loss of any required accreditation license or other certificate shall be promptly reported to the County. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing a Contract service.

29. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

30. NON-APPROPRIATION

30.1. In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

30.2. 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.

31. 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.

32. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

32.1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

32.2. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

32.2.1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

32.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

32.2.3. A bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

33. PAYMENT PROVISIONS

33.1. PROVISIONS FOR ALL CONTRACTS

33.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.

33.1.2. In the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by law or County policy, the County may withhold or suspend

payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed.

33.1.3. Unless otherwise provided in this Contract, no administration costs are allowed.

33.1.4. The Contractor may be required to submit invoices on a County-approved form accompanied by required reports and documentation.

33.1.5. Invoices shall be submitted to the County no later than the 15th of the month following the month when services were provided.

33.1.6. The County will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the County unless other payment arrangements are approved by the County.

33.1.7. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work is funded by the County and which is funded by other parties.

33.1.8. The Contractor agrees to allow the County to make adjustments to the budget lines and/or project schedule of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

33.2. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

Invoices shall adequately describe expenses incurred, and identify the month and year of service and the contract number. The invoices shall be categorized by statement of work/work order, and be accompanied by adequate general ledger detail. Copies of original receipts shall also be provided if requested by the County.

33.2.1. For direct costs, detail shall include:

33.2.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates.

33.2.1.2. Other direct costs: vendor name(s), dates of service, and amount.

33.2.1.3. Professional Development: reimbursement requests shall include copies of original receipts and event documentation or an event description. Reimbursement for all professional development expenses, which include related travel costs, will only be allowed after event has occurred.

33.2.2. For allocated indirect costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and written approval by the County prior to the first invoice being reimbursed. The Contractor shall submit one of the following documents to meet this requirement:

33.2.2.1. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or;

33.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

33.3. PROVISIONS FOR FEE-FOR-SERVICE CONTRACTS

33.3.1. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of work/work order.

33.3.2. When the contract ends, the Contractor must submit a final request for payment within thirty (30) days following the end date.

34. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

34.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, nor for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.

34.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.

34.3. 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.

35. PROTECTION OF INDIVIDUAL RIGHTS

35.1. Clark County is an equal opportunity employer.

35.2. 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.

35.3. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

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36. PUBLICITY

36.1. In all news releases and other public notices related to this Contract, the Contractor shall include information identifying the source of funds as U.S. Department of Health and Human Services or other funding source as applicable, and Clark County.

36.2. Contractor shall not publish or use any advertising or publicity materials in which the U.S. Department of Health and Human Services, other funding source as applicable, or Clark County's name is mentioned, or in which language is used which may reasonably be inferred or implied, without the prior written consent of the County.

37. RECORDS RETENTION

37.1. Required records shall be retained for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:

37.1.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.

37.1.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the County.

37.1.3. Any record with a longer retention schedule for purposes of public records disclosure shall be retained as required by the Revised Code of Washington (RCW).

37.2. If requested by the County and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the County or certify in writing the destruction of the confidential information.

38. RECOVERY OF PAYMENT

If the County makes payment for goods or services that were claimed in error or were not allowable costs under the terms of this Contract, the Contractor shall repay the County promptly and fully cooperate with the County in its recovery efforts.

39. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers, or representatives, are not employees, agents, or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or others during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of

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the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

40. SERVICES AND ACTIVITIES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Contractor shall:

40.1. Ensure that all services and activities provided by the Contractor (and any subcontractors) shall be designed and delivered in a manner sensitive to the needs of ethnic minorities and diverse populations.

40.2. Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention, or other services for ethnic minorities and other diverse populations.

40.3. Work to strengthen working relationships with other agencies serving ethnic minorities and other diverse population.

41. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. If deletion of the invalid provision substantially alters the intent, purpose, or effect of the Contract, or constitutes a failure of consideration, the Contract may be rescinded or terminated by the County. Nothing herein contained shall be construed as giving precedence to provisions of this agreement, Contract, any Statement of Work, or any subcontract, over any provision of the law.

42. STANDARDS FOR FISCAL ACCOUNTABILITY

42.1. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards or County directives.

42.2. If required by the State of Washington or by this Contract, the Contractor shall maintain books, records, documents, and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method, to allow costs to be tracked to specific revenue sources.

42.3. The County shall have the right to monitor and audit Contractor's fiscal components to ensure that actual expenditures remain consistent with the terms of this Contract.

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43. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements, as well as affordability requirements included in many HUD-funded contracts.

44. TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183, also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

45. TRAVEL

For contracts that allow travel reimbursement, Contractor shall comply with the Clark County Travel Policy. All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

45.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

45.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile.

45.1.2. Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

45.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested. An itemized receipt is required with each reimbursement request.

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45.1.4. Meals are reimbursed on a per diem rate for overnight stays as established by Clark County. Receipts are not required. For current rules and rates, see:
https://www.clark.wa.gov/community-services/contract-information.

45.1.5. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are registration fees, expedited shipping, and specialized software subscriptions. Itemized receipts are required.

45.2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

46. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract.

Certificate Of Completion

Envelope Id: E75DB23F337D425A929C1A3C4F15F700

Status: Completed

Subject: Please E-Sign This Contract for Storm Improvement Work (Ridgefield #2019-CDBG-1903)

Source Envelope:

Document Pages: 44

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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Envelope Originator:
Jay Carstens
1300 Franklin St
Vancouver, WA 98660
jay.carstens@clark.wa.gov
IP Address: 64.4.181.102

Record Tracking

Status: Original
11/15/2019 10:42:39 AM

Holder: Jay Carstens
jay.carstens@clark.wa.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Amanda Migchelbrink amanda.migchelbrink@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	Amanda Migchelbrink Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 11/15/2019 11:35:50 AM Viewed: 11/18/2019 8:51:35 AM Signed: 11/18/2019 8:51:44 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2019 8:51:35 AM ID: 0755bdea-1a2c-4bc8-9b6d-401ac9aeef0c		
Steve Stuart steve.stuart@ci.ridgefield.wa.us Security Level: Email, Account Authentication (None)	Steve Stuart Signature Adoption: Pre-selected Style Using IP Address: 198.0.40.81	Sent: 11/18/2019 8:51:46 AM Viewed: 11/18/2019 8:52:55 AM Signed: 11/18/2019 8:53:12 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2019 8:52:55 AM ID: 789db53b-235e-4453-91e8-dac1652d1825		
Tina Redline tina.redline@clark.wa.gov Office Supervisor Clark County, WA Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 64.4.181.42	Sent: 11/18/2019 8:53:13 AM Viewed: 11/18/2019 9:06:22 AM Signed: 11/18/2019 9:06:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shawn Henessee shawn.henessee@clark.wa.gov County Manager Clark County, WA Security Level: Email, Account Authentication (None)	Shawn Henessee Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 11/18/2019 9:06:24 AM Viewed: 11/18/2019 9:47:06 AM Signed: 11/18/2019 9:47:18 AM
Electronic Record and Signature Disclosure: Accepted: 7/31/2018 3:34:36 PM ID: 23d55715-0ff9-4bb6-9775-6e617676e741		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Snook Janet janet.snook@clark.wa.gov testing dcs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/18/2019 9:47:20 AM Viewed: 11/18/2019 11:32:29 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/18/2019 9:47:20 AM
Certified Delivered	Security Checked	11/18/2019 9:47:20 AM
Signing Complete	Security Checked	11/18/2019 9:47:20 AM
Completed	Security Checked	11/18/2019 9:47:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
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