

ORDINANCE NO. 581

AN ORDINANCE OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE \$34,140 CDBG GRANT FROM THE PIERCE COUNTY DEPARTMENT OF COMMUNITY SERVICES AND TO APPROPRIATE THE INCREASE TO THE FISCAL YEAR 2010 RECREATION FUND BUDGET BY INCREASING ESTIMATED REVENUE BY \$34,140 AND INCREASING THE AMOUNT APPROPRIATED FOR EXPENDITURES BY \$34,140 FOR THE PURPOSE OF PROVIDING FUNDING FOR THE COMMUNITY SENIOR CENTER, REVISING THE 2009-2010 BUDGET AMENDING SECTION 1 OF ORDINANCE NO. 569.

WHEREAS, the City has received a grant in the amount of \$34,140 and certain revisions to the 2009-2010 biennial budget are necessary;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. 2009-2010 Amended Budget. Ordinance 569, Section 1, is amended to adopt the revised budget for the 2009-2010 biennium in the amounts and for the purposes as shown on the attached CDBG Grant Contract and Exhibit A-2.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

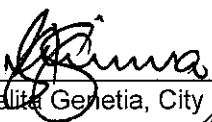
Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect five days after publication.

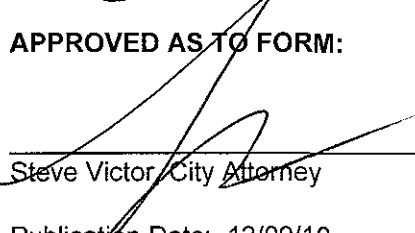
PASSED BY THE CITY COUNCIL ON DECEMBER 6, 2010.


Debbie Klosowski, Mayor

ATTEST:


Emelita Genetia, City Clerk

APPROVED AS TO FORM:


Steve Victor, City Attorney

Publication Date: 12/09/10
Effective Date: 12/14/10

**EXHIBIT A-2
CITY OF UNIVERSITY PLACE
2010 Amended Budget**

FUND	REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES			ENDING BALANCE
	Adopted	Adjust	Revised	Adopted	Adjust	Revised	
Operating							
General							
001 General	\$ 18,062,568	\$ -	\$ 18,062,568	\$ 18,053,702	\$ -	\$ 18,053,702	8,866
Special Revenue							
101 Street	\$ 1,239,296	-	1,239,296	1,239,296	-	1,239,296	-
102 Arterial Street	\$ 260,561	-	260,561	234,918	-	234,918	25,643
103 Real Estate Excise Tax	\$ 830,001	-	830,001	720,030	-	720,030	109,971
104 Parks and Recreation	\$ 954,352	34,140	988,492	947,907	34,140	982,047	6,445
105 Traffic Impact Fees	\$ 609,374	-	609,374	500,000	-	500,000	109,374
106 Transportation Benefit District	\$ -	-	-	-	-	-	-
107 Development Services	\$ 1,121,753	-	1,121,753	1,121,753	-	1,121,753	-
120 Path & Trails	\$ 11,733	-	11,733	7,880	-	7,880	3,853
140 Surface Water Mgmt	\$ 3,333,908	-	3,333,908	3,333,894	-	3,333,894	14
188 Strategic Reserve	\$ 845,922	-	845,922	-	-	-	845,922
Sub-total Special Revenue	9,206,900	34,140	9,241,040	8,105,678	34,140	8,139,818	1,101,222
Debt Service							
201 Debt Service	\$ 3,566,316	-	3,566,316	3,566,316	-	3,566,316	-
Sub-total Debt Service Funds	3,566,316	-	3,566,316	3,566,316	-	3,566,316	-
Total Operating	\$ 30,835,734	\$ 34,140	\$ 30,869,874	\$ 29,725,696	\$ 34,140	\$ 29,759,836	\$ 1,110,088
Capital Improvement							
301 Parks CIP	\$ 134,065	-	134,065	134,065	-	134,065	-
302 Public Works CIP	\$ 18,723,039	-	18,723,039	18,700,464	-	18,700,464	22,575
303 Municipal Facilities CIP	\$ 12,304	-	12,304	12,304	-	12,304	-
Sub-total CIP	18,869,408	-	18,869,408	18,846,833	-	18,846,833	22,575
Internal Service							
501 Fleet & Equipment	\$ 393,528	-	393,528	388,350	-	388,350	5,178
502 Information Technology & Services	\$ 951,600	-	951,600	839,498	-	839,498	112,102
506 Risk Management	\$ 429,973	-	429,973	429,973	-	429,973	-
Sub-total Internal Service	1,775,101	-	1,775,101	1,657,821	-	1,657,821	117,280
Non-Annually Budgeted							
150 Donations and Gifts to University Place	\$ 94,754	-	94,754	94,754	-	94,754	-
Sub-total Non-Annually Budgeted	94,754	-	94,754	94,754	-	94,754	-
Total Budget	\$ 51,575,047	\$ 34,140	\$ 51,609,187	\$ 50,325,104	\$ 34,140	\$ 50,359,244	\$ 1,249,945

Title: Community Senior Center
Fund Source: CDBG
Start Date: 7/1/2010
End Date: 6/30/2011
FY/\$: 2010 / \$34,140
Contractor: City of University Place
Address: 3715 Bridgeport Way. W. Suite B1
University Place, WA 98466
Contact: Robert W. Jean
Telephone: 253-564-1992
Fax:
Email: jrobinson@cityofup.com
Bars Code: 134.900.CG10.55938.50.0101
HUD Proj. #: 2010-0005

SUBRECIPIENT AGREEMENT FOR CDBG PUBLIC SERVICE PROJECTS

This Agreement is between PIERCE COUNTY, through its Department of Community Services, Community Development Division (identified in this document as the "County" or "DCS") and City of University Place (identified in this document as the "Subrecipient"), for the project identified as Community Senior Center which is a federally funded project through the Community Development Block Grant ("CDBG") B-10-UC-53-0002 from the U.S. Department of Housing and Urban Development, CFDA number 14.218. The parties agree to abide by the terms of this Agreement and to faithfully perform the services set forth in this Agreement.

The Agreement shall be effective 7/1/2010 and, subject to Item I.F. on page 2, shall be completed no later than 6/30/2011, unless extended in writing.

I. GENERAL TERMS AND CONDITIONS

A. Scope of Services

1. The intent of this Agreement is to assist the Subrecipient's Community Senior Center program to provide seniors with a shuttle transportation program and activities including arts/crafts and fitness classes to promote health and wellness and reduce isolation, as described in the Subrecipient's application for funding.
2. To accomplish this Agreement, the Subrecipient and the County shall perform the services for the project described in Section II.

B. Consideration

1. In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide CDBG funds in the amount of: \$34,140 (Thirty-four thousand, one hundred forty and no/100 dollars), to accomplish the scope of services described above. The project budget and financial requirements are provided as Section III.

C. Change orders and amendments

1. All Change Orders and Amendments to this Agreement shall be in writing and approved by the County.
2. No Change Order or Amendment to this Agreement shall be implemented prior to approval by the County unless immediate implementation of the Change Order or Amendment shall be necessary and reasonable to protect life or property. In such instance, verbal confirmation by the County shall be obtained as quickly as reasonably possible and a formal Change Order or Amendment issued thereafter.

D. Relationship

The relationship of the Subrecipient to the County shall be that of an independent agency. The Subrecipient shall have no authority to execute contracts or make agreements or commitments on behalf of the County and nothing in this Agreement shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

E. Assignability

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the County.

F. Suspension and Termination

1. There are five reasons for suspension or termination of this Agreement. They are:
 1. **By fulfillment.** The Agreement will be considered to be terminated upon fulfillment of its terms and conditions.
 2. **By mutual consent.** The Agreement may be terminated or suspended in whole or in part at any time if both parties consent to such termination or suspension; the terms of which shall be documented in an Amendment to the Agreement.
 3. **By 15 days notice for convenience.** Pierce County may suspend or terminate this Agreement in whole or in part for convenience, upon 15 days written notice to the Subrecipient.
 4. **For cause.** Pierce County may suspend or terminate this Agreement in whole or in part for cause when the Subrecipient has failed in whole or in part to meet its commitments and obligations as outlined below and when Pierce County deems continuation to be detrimental to its interests. Cause includes:
 - a. Failure to comply with the terms and conditions of this Agreement;
 - b. Ineffective, improper or illegal use of project funds or resources;

- c. Submission of materials, information, reports or documentation which is incomplete, incorrect or false, either knowingly or inadvertently;
- d. Failure to implement the project or to proceed thereon in accordance with approved project schedules;
- e. Any illegal act; or
- f. Failure to resolve in a timely fashion audit findings associated with this or other federally-funded programs.

5. **By impossibility.** Pierce County may suspend or terminate this Agreement in whole or in part if, for any reason, the carrying out of this Agreement in the time and manner specified is rendered unfeasible or impossible.

- 2. In the event of suspension or termination, Pierce County shall provide formal written notification of that fact to the Subrecipient by regular and certified mail.
- 3. Upon receipt of written notification of suspension or termination, the Subrecipient shall immediately take action to comply, ceasing or stopping such operations as may reasonably be stopped without endangering life or property.
- 4. All suspensions for cause covered by such notification must be fully suspended or terminated as quickly as possible but not more than five calendar days following the date of said notification.
- 5. All suspensions or terminations for convenience covered by such notification must be fully suspended or terminated as quickly as possible but not more than 15 days following the date of such notification.
- 6. When additional actions of the Subrecipient are required to protect life or property, it shall immediately notify Pierce County in writing of such actions and shall immediately implement any further written instructions of Pierce County.
- 7. In the event of suspension or termination by Pierce County, the Subrecipient may recover any reasonable and otherwise allowable cost incurred in compliance with written direction of Pierce County relative to activities required to complete outstanding work or additional work resulting from such suspension or termination.
 - a. Pierce County may withhold or suspend payments due under this Agreement for any lawful purpose, but shall provide written instruction to the Subrecipient within five working days indicating actions which may be taken by Subrecipient to release payment or remove suspension.
 - b. Termination of this Agreement by the County at any time, with or without prior notice, shall not constitute a breach of this Agreement.
 - c. Actions by either party under this section shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

G. Procurement and Subcontracts

The Subrecipient may, upon the County's prior review and specific written approval of the contract instrument, enter into any contract or procurement action authorized or necessary for the successful completion of this Agreement (other than contracts for incidental procurements not directly related to the accomplishment of the project which do not require County approval). All procurement actions and contracts other than incidental procurements shall be structured in accordance with applicable state and federal law relating to contracting by public agencies.

H. Severability

If any provision of this Agreement or portion thereof is held invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal and state law and regulations.

I. Records

The Subrecipient shall maintain all project records required by applicable federal, state and county regulations, which are incorporated herein by reference. Project records must be retained for a period of at least five (5) years after completion or termination of the project. The public shall be granted reasonable access to all "public records".

J. Access, Examination, Monitoring and Audit

1. The County, the state Auditor, HUD, a selected independent auditor, or their designees, shall have the right of access to and the right to examine, monitor, and copy all business records, books, papers and documents relating to this Agreement pursuant to appropriate state and federal regulations, requirements and standards, all of which are incorporated herein by reference. Such access, examination and monitoring may include, but is not limited to, inspections and reviews on site, or in the office of the Subrecipient, or any contractor, subcontractor, consultant, or supplier receiving funds under this Agreement.
2. The Subrecipient must obtain an audit of its activities which shall meet or exceed the criteria for audits of federal programs set forth in OMB Circulars A-21, A-87, A-110, A-122 and A-133 (as applicable). The Subrecipient shall be obligated to resolve findings relating to use of CDBG funds in a timely manner.
3. Prior to commencement of the project and if the subrecipient has recently utilized federal funds, the Subrecipient shall furnish to the County for review a copy of its latest audit, including all findings related to the use of CDBG funds, and the Subrecipient's resolution of those findings. Similarly, within 30 calendar days of the completion of any subsequent audit, the Subrecipient shall provide the same information note above to the County. If warranted by audit findings, the Subrecipient's failure to comply with applicable laws and regulations relating to use of CDBG funds, or the Subrecipient's failure to resolve such findings in a timely manner, Pierce County may apply appropriate sanctions, including the suspension or termination of this Agreement.

K. Code of Conduct

1. No officer, employee or agent of the Subrecipient shall participate in the selection, award, or administration of activity funded in whole or in part with CDBG funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.
2. In addition to the above, no official, employee or agent of any federal, state or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this Agreement, nor shall they have or acquire any interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

L. Rights in Data

The County and HUD retain a non-exclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize all data and materials generated and/or provided in conjunction with implementation of this Agreement.

M. Property, Materials and Operating Supplies

1. No real property shall be acquired, constructed, renovated, modified or otherwise affected by this project.
2. Non-expendable equipment, materials, operating supplies and other assets other than real property, purchased in whole or in part with CDBG funds, whose per unit fair market value (or total value for supplies) at the time of completion of use is in excess of \$5,000, are the property of the Block Grant program and are to be utilized, maintained, inventoried, controlled and disposed of pursuant to applicable federal regulations.
3. The Subrecipient shall be responsible for loss or damage to all equipment, materials, operating supplies and other assets in its care and, after completion of use, shall return all such equipment, materials and assets to the County for disposition within 30 days following completion of the project(s), unless otherwise specified.
4. If such equipment, materials, operating supplies or other assets are partially funded from other sources, the County shall share any funds received as a result of said disposition, at a percentage of value received equal to the percentage of the original costs provided by the individual funding sources.
5. Any equipment, materials, operating supplies and other assets with per unit fair market value (or total value for supplies) at the time of completion of use of less than \$5,000, may be retained or disposed of by the Subrecipient. The County retains no financial interest in these items.

Note: Any assets whose fair market value is in question should be referred to the County for decision before any disposition action is taken by the Subrecipient.

N. Insurance and Bonds

1. General

The following insurance and bonding requirements shall be applicable to the Subrecipient, its contractors and consultants. Pierce County must be named as an additional insured on all insurance policies.

2. Insurance (Required)

- a. Throughout the life of this Agreement, the Subrecipient shall carry General Liability insurance, Comprehensive Automobile Liability Insurance and such other coverage as may be appropriate. The Subrecipient shall complete a Certificate of Insurance, which is to be made part of this Agreement. Such liability coverage must not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Where automobiles or vehicles are used in conjunction with the performance of this Agreement, the Subrecipient and its contractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or combined single limit coverage of \$1,000,000.

- b. Pierce County, without a specified department, must be named as an additional insured as respects this Agreement and such insurance as is carried by the Subrecipient is primary.
- c. In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) days written notice must be furnished to the County prior to the date of non-renewal, cancellation or change. Such notice to be sent to:

Pierce County Community Services
Community Development Division
3602 Pacific Avenue, Suite 200
Tacoma, WA, 98418

- d. Pierce County has no obligation to report occurrences unless the claim is filed with the County Risk Manager and Pierce County has no obligations to pay premiums.
- e. The Subrecipient's insurance policies must contain "cross liability" endorsement substantially as follows: Inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. The policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amounts for which the company would have been liable had only insured been named.

3. FIDELITY BOND OR INSURANCE (REQUIRED)

Throughout the life of this Agreement the Subrecipient shall maintain an annual Fidelity or Performance Bond in an amount not less than 25 percent of the value of this Agreement. Proof of insurance against employee dishonesty in an amount approved by the County may be substituted in lieu of bond if approved by the County.

4. HOLD HARMLESS AND INDEMNIFICATION

- a. The Subrecipient, its contractors, subcontractors and consultants, agree to defend, indemnify, and save harmless Pierce County, its appointed and elected officers and employees from and against any and all loss or expense, including, but not limited to, judgments, settlements, attorneys fees and cost by reason of any and all claims and demands upon the County, its appointed or elected officers or employees for damages because of personal or bodily injury, including death, at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its contractors, subcontractors or consultants, and Pierce County, its appointed and elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officers or employees.
- b. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of: The County or the County's agents or employees, and the Subrecipient or the Subrecipient's agent or employees, the indemnity provisions provided for the preceding paragraph shall be valid and enforceable only to the extent of the Subrecipient's negligence.
- c. The Subrecipient and its contractor or consultants agree that the obligation to indemnify, defend and hold the County harmless as provided above extends to any claim brought by or on behalf of any employee of the Subrecipient and its contractors or consultants. This provision, if applicable, is mutually negotiated by the parties to this Agreement pursuant to RCW 4.24.630, and waives employer immunity granted by statute only to the extent necessary to carry out the promise of indemnification contained above.

II. STATEMENT OF WORK

A. General

The intent of this Agreement is to assist the Subrecipient's Community Senior Center program to provide seniors with a shuttle transportation program and activities including arts/crafts and fitness classes to promote health and wellness and reduce isolation, as described in the Subrecipient's application for funding.

B. Subrecipient Responsibilities

To accomplish this intent, the Subrecipient shall:

1. Comply with all noted regulations, requirements, and conditions of the Agreement. The activities will meet one of HUD's national objectives:

- ✓ Principally benefit low and moderate income individuals: **National Objective-CFR-570.208 (a)** – Presumed benefit seniors.

These are based on the contract fiscal year HUD definitions. A 2010 definition is listed in the table below. This definition is to be used until HUD publishes, usually in February or March, a new definition at its website:

<http://www.huduser.org/datasets/il.html>. Select the State of Washington, County of Pierce for relevant definitions.

2010 HUD Definitions Income Limits effective 5-14-2010			
Family Size	Extremely Low Income (30%)	Very Low Income (50%)	Low (80%)
1 (Person)	\$14,650	\$24,400	\$39,000
2 (Person)	\$16,750	\$27,850	\$44,600
3 (Person)	\$18,850	\$31,350	\$50,150
4 (Person)	\$20,900	\$34,800	\$55,700
5 (Person)	\$22,600	\$37,600	\$60,200
6 (Person)	\$24,250	\$40,400	\$64,650
7 (Person)	\$25,950	\$43,200	\$69,100
8 (Person)	\$27,600	\$45,950	\$73,550

- Eliminate slums and/or blight: **National Objective-CFR-570.208 (b)**
 - Meet an urgent need: **National Objective-CFR-570.208 (c)**
2. Plan, administer and implement the project in compliance with applicable local, state and federal laws and regulations. Unless specifically noted to the contrary, the Subrecipient, its consultants and contractors shall obtain all permits and approvals necessary to lawfully implement the project.
 3. Evidence contract compliance and provide contract documentation as follows:
 - a. The Subrecipient will serve 80 senior clients that reside in Pierce County excluding the Cities of Tacoma and Lakewood, through their program: Community Senior Center.
 1. This funding will provide financial support for:
 - Personnel costs incurred by staff to coordinate programs, teach classes and drive shuttle van.

- Operating costs: supplies for classes, gas for van for shuttle, and instructors.
2. Clients may request services at the University Place Senior Center 2534 Grandview Drive W, or the Recreation Office at 3715 Bridgeport Way West, or via phone at 253-460-2530 during regular business hours 9 am to 4 pm, Monday through Friday.
 3. Activities will include a minimum of three fitness classes and three art classes. Shuttle service will be provided a minimum of 12 hours per week starting in September 2010 through June 2011.
- b. Outcomes are listed below as goals for a positive shift in a client's condition, and indicators are tracked for success or achievement of these outcomes. The outcomes and their indicators are as follows:
1. Mandated Outcome # 1: Improved or maintained independent living
 - Indicator: Demonstrates self-care
 - Indicator: Interacts with others socially
 2. Outcome # 2: Improved attitude toward life
 - Indicator: Has a positive sense of well-being
 - Indicator: Feels active in life
4. Failure to lawfully plan, administer, and implement the project or to demonstrate substantial progress within 90 days of the effective date of this Agreement, or to meet an average of 90 percent of the performance criteria for three consecutive months, shall cause the County to re-evaluate the need for, and methods of the project, and/or terminate of the Agreement in accordance with Item I.F. In addition, the result of such re-evaluation may necessitate restructuring of the project, redefining of goals and objectives, amendment of this Agreement, and/or termination of the Agreement.
5. Reporting:
- a. The Subrecipient will retrieve from the Pierce County website www.co.pierce.wa.us/outcomes an Outcome Based Evaluation (OBE) Annual Report and/ or Semi-Annual Data Sheets as defined by the Pierce County Funders Group. The forms are scheduled for submittal July and January, or as agreed upon, and indicate the outcome achievements during the associated period. A Data Collection Worksheet (DCW) is to be submitted upon execution of the Agreement listing the OBE process along with the measurement tools that support the process. The Subrecipient will be available for an onsite OBE monitoring of the process described within the DCW during the term of the Agreement, or as the Outcomes Implementation Committee (OIC) determines. OBE performance records should be maintained for a minimum of four years after the term of the Agreement; and,

- b. In accordance with 24 CFR 570.503 (b) (2), the Subrecipient shall submit Quarterly Progress Reports by the 15th of the month following the end of the each quarter throughout the term of the Agreement, and maintain these records for four years after the term of the Agreement. This report includes information gathered from the public beneficiaries of these funds, which determines their income status for eligibility confirmation, as well as their racial and ethnic origin for the term of the Agreement. This form will be made available to the Subrecipient; and,
 - c. Financial and demographic information for the County's Consolidated Annual Performance Evaluation Report (CAPER) including:
 - 1) Number of clients (individuals or families) served by the Subrecipient, as well as the cumulative totals.
 - 2) Race/Ethnicity.
 - 3) Income status.
 - 4) Emergency Shelter Grant recipients will also include demographics of gender, whether the household includes children and condition of client during service.
 - 5) List all funds and funding sources used with CDBG monies for programs.
 - 6) Submit separate reports for each Subrecipient Agreement.
 - 7) Other information required to support the quarterly reports, annual CAPER, OBE and other reports shall be provided as requested.
 - d. Reimbursement requests will not be approved unless Subrecipient submits timely performance reports and all information necessary to demonstrate compliance with regulations, eligibility, goals and objectives.
6. The Subrecipient shall make known that facility use, or the provision of services, are available to all persons on a non-discriminatory basis. Where the procedures used to impart this information are unlikely to reach persons of a particular race, color, religion, sex or national origin, the Subrecipient must establish additional procedures that will ensure that such persons (or groups) are informed.
 7. Subrecipients that serve homeless populations, except for those providing services to or whose facilities primary function is providing housing and/or services to (1) victims of domestic violence will work with the Department to implement and participate in the local Homeless Management Information System (HMIS) in accordance with the Federal Register, Volume 69, Number 146, dated Friday, July 30, 2004, pages 45,888 through 45,934 (Homeless Management Information System (HMIS): Data and Technical Standards Final Notice).

C. County Responsibilities

To accomplish the intent of the project the County shall:

1. Provide administrative and financial oversight and direction in accordance with established laws and regulations.
2. Provide technical assistance to the Subrecipient, its contractors and consultants, particularly regarding compliance with federal and local laws and regulations, and in development of processes and procedures to assure attainment of project goals and objectives.
3. Monitor and evaluate program performance against performance criteria noted above.
4. Pay, on a timely basis, all requests for payment which are eligible and appropriate for payment, and which are supported by sufficient financial documentation. Payment is contingent upon the timely receipt of required performance reports.

III. BUDGET AND FINANCIAL REQUIREMENTS

A. Applicable Regulations and Restrictions

It is understood that CDBG funds provided by this Agreement and program income generated by the project are federal funds administered by the County and are subject to those regulations and restrictions normally associated with federal programs including: OMB Circular A-21, A-87, A-110, A-122 and A-133 (as appropriate), OMB's *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, the Washington State BAR's Manual, and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

B. Approved Uses, Grant Funds

1. It is expressly understood that CDBG funds may only be used for cost included in the attached approved project budget, and may not be used for the general administration or operation of the Subrecipient, and may not replace non-federal funds in any jointly funded project.
2. Adjustment of funds between individual line items of the project budget will be accomplished by a written Change Order approved by the County.
3. During the period of performance the total budget (grant) value or project scope may only be modified by written amendment to this Agreement.
4. Unexpended funds not subject to a request for payment (as defined in Section III.D.) will be returned to the County.

C. Inappropriate Funds Obligation

1. CDBG funds shall not be obligated for:
 - a. Costs incurred prior to the effective date of this Agreement.
 - b. Any action subsequent to written notification from the county suspending or terminating the Agreement, except as authorized by the County.
2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, its Contractors or Consultants which is subsequently found to be ineligible, inappropriate or illegal.

D. Request for Payment

1. Request for payment by the Subrecipient shall be on the Subrecipient's letterhead and shall include only request for payment or reimbursement of cost actually incurred and supported by documentation.
2. The Subrecipient is prohibited from submitting request for payment in excess of actual requirements for carrying out the project.
3. At a minimum, Subrecipient shall submit a payment request at least once during any month in which the Subrecipient has expenditures.
4. Payment requests shall be submitted by the 15th of each month following the month in which the expenditures were incurred.
5. Exceptions to these procedures must be requested in writing and agreed upon between the parties.

E. Multiple Agency Funding

Projects funded by multiple agencies or sources shall indicate in the project budget the agency or source from which the funds derive and how the funds will be utilized.

F. Program Income

Program income generated as a result of the project shall be returned to the County and shall not be used by the Subrecipient unless authorized in writing by the County. When program income is authorized to be used by the Subrecipient, that program income must be substantially disbursed and expended before additional CDBG funds from the U.S. Treasury are requested.

G. Unexpended Funds and Income

At the conclusion of this Agreement, all unexpended CDBG funds, any uncollected and/or unexpended program income remaining in Subrecipient's accounts, and any remaining equipment or operation supplies with a value in excess of \$5,000, shall be immediately returned to the County unless specifically authorized in writing by the County.

IV. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

The Subrecipient and its consultants and contractors shall comply with all applicable local, state and federal laws and regulations, whenever and wherever they are applicable, including those listed below. The Subrecipient, its consultants and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The Subrecipients and its contractors and consultants shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

1. Pierce County Ordinance No. 2009-74s, as codified in PCC 2.106, 3.08, and 3.20 requiring those who contract with the County, and consultants and subcontractors of those who contract with the County, to participate in the E-Verify program.
2. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601 (a).
3. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601 (b).
4. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601 (c).
5. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability as implemented by HUD regulation 24 CFR 570.602.
6. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607 (a).
7. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.
8. The regulations, policies, guidelines and uniform administrative requirements of OMB Circulars A-21, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation 24 CFR 570.610.

9. The National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR 570.610.
10. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
11. The provisions of the Hatch Act limiting political activities of government employees.
12. HUD Regulations for implementing the community Development Block Grant Program contained in 24 CFR 570.
13. The Federal funding Accountability and Transparency Act of 2006 (Public Law 109-282)
14. Subrecipients that serve homeless populations, except those providing services to or whose facilities primary function is providing housing and/or services to (1) victims of domestic violence will work with the Department to implement and participate in the local Homeless Management Information System (HMIS) in accordance with the Federal Register, Volume 69, Number 146, dated Friday, July 30, 2004, pages 45,888 through 45,934 (Homeless Management Information System (HMIS): Data and Technical Standards Final Notice).
15. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and regulations set forth at 24 CFR part 21.

Note: Copies of applicable laws and regulations are available upon request from the Department of Community Services. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by Subrecipient or its contractors.

V. PROJECT ELIGIBILITY

1. All projects authorized under the Block Grant program must meet one of three national objectives. The project must:
 - a. Principally benefit low and moderate income individuals (or families), or
 - b. Eliminate slums and/or blight, or
 - c. Meet an urgent need.

Detailed definitions of these objectives are set forth in HUD regulations.

2. All Pierce County residents (individuals or families) except residents of the City of Tacoma and the City of Lakewood, whose family income equals or is less than the HUD Section 8 Income Guidelines (which are incorporated in this Agreement by reference) shall be considered as low and moderate income for the purpose of determining whether clients served are low and moderate income unless specified to the contrary in Section II.

3. Unless specific evidence is provided to the contrary, the following groups of individuals shall be presumed to automatically qualify as low and moderate income individuals or families for determining if clients served are low and moderate income:
 - a. Seniors;
 - b. Physically and/or mentally handicapped;
 - c. Battered spouses;
 - d. Abused children;
 - e. Homeless person;
 - f. Persons living with HIV/AIDS;
 - g. Illiterate persons; and
 - h. Migrant farm workers.
4. Under emergency or crisis situations, the need for a determination of eligibility for the provision of public services is waived and any individual or family may be provided emergency or crisis services as an integral part of a program principally structured to assist eligible individuals. Therefore, any clients provided emergency services through a facility will not be included in monitoring done to determine if the facility principally benefits low and moderate income individuals or families.
5. Questions regarding eligibility or the defining of direct/indirect benefits (services) shall be referred to the Pierce County Department of Community Services.

VI. AFFIRMATIVE ACTION

If the Subrecipient has an established Affirmative Action Plan in place, it shall furnish a copy to the County as part of this Agreement. Where the Subrecipient has no existing Affirmative Action Plan, it must complete and abide by an Affirmative Action Plan approved by the County and incorporated as part of this Agreement. When new full-time or part-time employees or trainees are hired, the Subrecipient should make a "good faith" effort to hire woman, minorities, and low and moderate income Pierce County residents for all positions to be filled.

VII. DEBARRED CONTRACTORS

The Subrecipient, and its consultants and contractors shall not fund, contract with, or engage the services of any consultant, contractor, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive federal funds.

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

The Subrecipient certifies to the best of their respective Knowledge and belief, it and its principals:

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

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this Agreement.

IX. DRUG FREE WORKPLACE

The Subrecipient shall maintain a drug free workplace(s) throughout the life of this Agreement.

X. LOBBYING CERTIFICATION

The Subrecipient certifies that, to the best of its knowledge and belief:

No federal appropriate funds have been paid, or will be paid by, or behalf of the Subrecipient, or any of its elected or appointed officials or employees, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employees 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.

If funds other than federal appropriate funds have been paid, or will be paid to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded Agreement, the Subrecipient shall complete and submit to the County, a federal Standard Form-LL "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from DCS upon request.

The Subrecipient shall require that the language of this certification 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 Subrecipient's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. RELIGIOUS ACTIVITY

The First Amendment to the Constitution of the United States of America prohibits Congress from enacting any laws respecting the establishment of religion. Subsequent interpretations have resulted in a policy of separation of church and state. To ensure compliance with that constitutional prohibition, regulations have been established for the Community Development Block Grant Program addressing involvement with religious organizations. For reference, see 24CFR 570.200(j).

XII. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

To meet the requirements of Section 504 of the Rehabilitation Act of 1973 pertaining to program accessibility for persons with disabilities, and implementing HUD regulations, each Subrecipient is required to assess its capability for compliance therewith, and for compliance with the Americans with Disabilities Act of 1990. Each Subrecipient is required to complete, and submit for review with the signed Agreement, the enclosed Section 504 Checklist, and such of its attachments as may be appropriate. The County will review and evaluate each Checklist, and will inform the Subrecipient of any areas of apparent concern.

XIII. NON-CITIZENS

Persons who are residents of the United States, but who are not citizens thereof, shall not be denied services, or the benefits to be derived therefrom under this Agreement as a result of their citizenship status.

**PIERCE COUNTY CDBG SUBRECIPIENT
 BUDGET SUMMARY OF PROPOSED EXPENDITURES FY: 2010
 BARS: 134.900.CG10.55938.50.0101 Amount: \$34,140
 AGENCY: University Place, City of
 PROJECT: Community Senior Center**

Eligible Categories	CDBG Award	Federal	State and/or Local	Private (Committed)	Other Pending	Project Total
Staff Salaries (includes payroll /taxes/benefits)	\$ 17,500	\$ -	\$ 88,733	\$ -	\$ -	\$ 106,233
Facilities Costs (rent, utilities)	\$ -	\$ -	\$ 14,600	\$ -	\$ -	\$ 14,600
Communication (phone, internet connections, advertising, printing, etc.)	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Supplies (office and operating)	\$ 3,000	\$ -	\$ 2,100	\$ -	\$ -	\$ 5,100
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultants (professional, legal, accounting)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Services (not staff)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Shuttle Gas & Driver/Class Instructors)	\$ 12,640	\$ -	\$ 15,000	\$ -	\$ -	\$ 27,640
Total	\$ 34,140	\$ -	\$ 120,433	\$ -	\$ -	\$ 154,573
Not to exceed CDBG Award	\$ 34,140					
Prepared By:	Jennifer Robinson					
Phone:	253-564-1992					

I IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2010

Contractor must complete the tax status information for the business entity. Corporate name must exactly match that which is registered with the Internal Revenue Service.

CORPORATION:

University Place, City of
Print Name of Corporation

Signature of Corporate Officer Date

Print name and Title of Authorized Signer

91-1684517

EIN #

601 634 387

UBI #

N/A

HMIS registered user

029317901

DUNS #

5EW74

CCR User ID

PARTNERSHIP:

Name of Partnership

Authorized Signer Date

Print name and Title of Authorized Signer

SOLE PROPRIETORSHIP:

Business Name

Print Owner Name

Signature of Owner Date

Owner SSN/EIN

PIERCE COUNTY:

Approved:

Department Director Date

Approved:

Budget & Finance Date

Approved:

County Executive (over \$250,000) Date

Approved as to form only:

Deputy Prosecuting Attorney Date

J/10-7510