

**AGREEMENT
BETWEEN**

CLARK COUNTY, Department of Community Services
PO Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130
AND

**CONSOLIDATED DIKING IMPROVEMENT DISTRICT #2
OF COWLITZ COUNTY**

1600 13th Avenue South
Kelso, WA 98626
Tel: 360-577-3030

Program/Services Being Funded: **FEMA LEVEE CERTIFICATION**
Period of Performance: June 15, 2011 through December 31, 2012
Contract Period: June 15, 2011 through January 31, 2013
Budget Authority: \$20,000
Funding Source: Federal - HUD (CFDA #14.218)

Contractor Contact, Program	Contractor Contact, Fiscal	County Contact, Program	County Contact, Fiscal
Dell Hillger (360) 577-3030 hillgerd@co.cowlitz.wa.us	Truly Paolili (360) 577-3030 paolilit@co.cowlitz.wa.us	Pete Munroe (360) 397-2075 ext 7801 pete.munroe@clark.wa.gov	Rhonda Dimick (360) 397-2075 ext 7836 rhonda.dimick@clark.wa.gov

This Agreement consists of the following exhibits:

- Budget Summary
- Statement of Work
- Special Terms and Conditions


Clark County and the Contractor agree to the terms and conditions of the County's Basic Interagency Agreement and this Agreement by signing below:

CLARK COUNTY:



Bill Barron, County Administrator
Date: 8/10/11

BOARD OF SUPERVISORS OF CDID NO. 2
OF COWLITZ COUNTY, WASHINGTON:




Jim Donald, Chairman
Date: 8-2-2011

APPROVED AS TO FORM:



Clark County Deputy Prosecuting Attorney

APPROVED AS TO FORM:



Barry Dahl (WSBA #3309) dated: 8/11/11
Attorney for District

**CDBG BUDGET SUMMARY
PROJECT: FEMA LEVEE CERTIFICATION**

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Planning PY 11	\$20,000
B. Diking Improvement Dist. #2	\$500,000*

Itemized Cost	A. CDBG	B.
Application Fee and Certification Costs	\$20,000	\$500,000*

*Maximum of \$400,000 to be paid to US Army Corps of Engineers with a maximum payback to Clark County CDBG of \$100,000 for a total of \$500,000.

STATEMENT OF WORK FEMA LEVEE CERTIFICATION

PROJECT BACKGROUND AND DESCRIPTION

1. This project consists of the Consolidated Diking Improvement District #2 of Cowlitz County (the Contractor) obtaining FEMA certification that its levee structure meets current design, construction, maintenance, and operation standards to provide protection from the one-percent-annual-chance flood. If it can be shown that a levee provides the appropriate level of protection, then FEMA will "accredit" or recognize the levee as providing protection on flood hazard maps, and the area behind the levee will be shown as a moderate risk zone (shaded X zone on flood hazard maps). District #2 is in the Woodland area, and includes part of the City of Woodland. The certification will enable the property owners with federally backed or regulated loans to not be required to purchase flood insurance and any new construction will not need to meet FEMA's elevation requirements of a minimum of one foot above the 100 year flood level. This would result in a requirement to elevate new structures up to 20 feet above ground level which would slow development in the district.
2. In 2003, Congress passed legislation that required the District's levees to be certified that that a 100 year protection is provided to the areas protected by the levees. The District obtained bids for the certification of \$200,000-\$300,000 from the US Army Corps of Engineers (USACE), and \$1,985,000 from a private consultant. Federal law requires that federal funds pay a portion of the costs of any work done by USACE for a non-federal public agency, and USACE has set a policy requiring a minimum of 5% of its total costs be federal funds. The District (the Contractor) will use the CDBG funds to meet that 5% requirement. In return, the Contractor will repay the County up to \$100,000 from the savings it achieves from using USACE instead of a private consultant. All CDBG funds provided by the County will be utilized by the USACE and no CDBG funds will be utilized by the Contractor.
3. The County will make two payments to the Contractor. The first will be for \$500, which is USACE's application fee that the Contractor must submit with its application. USACE will give the Contractor the exact cost for the certification, and begin the certification process. The Contractor will then submit a second invoice, up to the total contract budget authority, to be used toward the costs of the certification. Upon receipt of the certification the Contractor will provide a copy to the County.
4. The Contractor will pay the County five times the amount the County provides to the Contractor, up to \$100,000, in one payment, to be made within sixty days of the day the County provides the final funds to the Contractor. However, payment shall not be made within the period of May 15 – June 30, 2012.
5. 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 and according to the project budget and terms in this Contract. In the event the Contractor fails to follow the terms in this Contract, the County may treat such as a breach of this Contract which

shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

1. The Contract period is June 15, 2011 through January 31, 2013. The Period of Performance is June 15, 2011 through December 31, 2012. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.
2. Any funds unspent at the end of the Contract period will be retained by the County for allocation to another CDBG project. Any reduction in the total budget authority will be done after consultation with the Contractor and will require a modification of this Contract.

PROJECT BUDGET

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

PAYMENT PROVISIONS

1. The County will pay the Contractor on a block grant basis. The Contractor shall submit an invoice and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred by statement of work number. Please note, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
 - i. For direct costs, detail will include:
 - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
 - Other direct costs: vendor names, dates of service and amount.
 - ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
 - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

- iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administrative costs are covered under this Contract, only planning costs.
2. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after said invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
3. The Contractor shall designate one or more representatives who will be legally authorized to sign the Voucher Request Form provided and any other forms that may be required. The names of the liaison and representatives will be specified on the Authorization Signature Form.
4. Contract Closeout: The Contractor shall complete the Contract closeout within thirty days of the end of the Contract period, including return of the Financial Reconciliation Statement provided by the County.

SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT

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

ACCESS, MONITORING AND INSPECTIONS

In addition to the monitoring requirements in the County Basic Interagency Agreement, and so that the County can comply with OMB circulars and state and federal grant requirements for monitoring, the County, and duly authorized officials of the State and Federal government, shall have the right of access to and the right to examine or transcribe any records, books, financial statements, papers and documents relating to the project. The records and documents with respect to all matters covered by this Agreement will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this Agreement and during the period of retention specified in these Special Terms and Conditions. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Agreement.

ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following requirements and standards:

1. For governmental and public agencies:
 - OMB Circular A-87, "Cost Principles for State and Local Governments"
 - 24 CFR 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a)
 - OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The Contractor 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.
2. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall submit an explanation to the County.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
4. The Contractor should review the Excluded Parties List System (<http://www.epls.gov>) before determining if a prospective contractor is considered responsible.

CERTIFICATION REGARDING LOBBYING

By signing this Contract, the Contractor certifies that to the best of their knowledge and belief:

1. 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 the Contractor, a Member of Congress, an officer or employee 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.
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 the Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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 sub-recipients shall certify and disclose accordingly.
4. 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.

COMMENCEMENT OF PROJECT

Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 (Environmental Review Procedures), the County will furnish the Contractor with written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the County.

CONFLICT OF INTEREST (CFR 24 570.611)

1. Applicability

- a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - b. In all cases not governed by 24 CFR 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 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).
2. **Conflicts prohibited.** The general rule is that no persons described in paragraph 1 of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, 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.
 3. **Persons covered.** The conflict of interest provisions of paragraph b. of this section 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 Agreement.

COPYRIGHT

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

DOCUMENTS INCORPORATED BY REFERENCE

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

- The Basic Interagency Agreement with Clark County
- Environmental review record (ERR) for the project

DUPPLICATION OF COSTS

The Contractor certifies that work performed under this Agreement does not duplicate any work to be charged against any other Agreement, Contract, Statement of Work, or other source.

ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Agreement does not constitute a waiver of the provisions of this Contract.

ENVIRONMENTAL REVIEW

1. **National Environmental Policy Act and Related Laws and Authorities as Implemented.** Clark County has completed an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 CFR 58). The ERR is made part of this Agreement by reference. 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 ERR, and in accordance with the conditions set out in the ERR.
2. **Historical or Cultural Artifacts.** In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Contractor or subcontractor shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065.
3. **Satisfaction of Environmental Requirements.** Project execution under this Agreement by the County or the Contractor shall not proceed until satisfaction of all applicable NEPA requirements.

FAITH-BASED ACTIVITIES

The Contractor shall comply with the requirements of 24 CFR 470.200(j) and shall ensure that funds provided under this Agreement shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

FISCAL AUDIT

- A. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.

- B. The requirement may be met by submission of 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 may include:
1. Non-Profit Contractors – A Statement of Financial Position and Statement of Activities. A Statement of Changes in Net Assets and the Statement of Cash Flows shall also be provided at mid-point, if available. If not, at the end of the Contractor's fiscal year.
 2. For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 3. Public Entities are exempt from the semi-annual financial reporting requirement.
- C. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.
- D. If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report may be required.
1. Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 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. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this Agreement shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 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. Independent audits for fiscal years that include this Agreement shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- E. If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

INSURANCE

The Contractor shall maintain insurance with the "Cities Insurance Association of Washington" or another Public Pool, or private insurance as approved by the County. A copy of the coverage shall be provided by the Contractor at the time of execution of this Agreement and at each renewal insurance period.

INTERPRETATION OF CONTRACT

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

- Applicable federal and state statutes and regulations
- Special Terms and Conditions contained in this Agreement
- Statement of Work in this Agreement
- Exhibits or attachments indicated in this Agreement
- Contractor's proposal for CDBG funds
- CDBG Program Policies and Procedures, as now established or hereafter amended
- The Basic Interagency Agreement with Clark County
- Current version of HUD income limits
- Any other material incorporated herein by reference

NONDISCRIMINATION

1. **General.** The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, 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); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.
2. **Program Benefit.** The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, 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).
3. **Fair Housing.** The Contractor will 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).
4. **Employment.** In all solicitations under this Agreement, the Contractor will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
5. The Contractor will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, marital status, and familial status, except

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

6. **Contractors and Suppliers.** No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will 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 Agreement will 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 Agreement 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)
7. **Limited English Proficiency.** The Contractor shall take necessary and appropriate actions to assist clients with limited English proficiency, Executive Order 13166 and the HUD Notice "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Federal Register, January 22, 2007 pages 2731- 2754).

The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the agreement with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. The HUD 928.1 Notice found online at:

<http://www.hud.gov/utilities/intercept.cfm?http://www.hud.gov/offices/fneo/promotingfh/928-1.pdf> and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.

NONPARTICIPATION IN POLITICAL ACTIVITIES

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, 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.

NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Agreement 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.

OPERATING BUDGET

The Contractor will apply the funds received from the County under this Agreement in accordance with the Budget Summary and the Statement of Work. Any itemized cost category expenditure that will exceed 10% of its allocated CDBG funding will require an Agreement modification. Requests for budget revisions will specifically state the reasons for the requested increase and, if applicable, a justification for the corresponding decrease in another category.

PROGRAM INCOME

The Contractor shall follow the requirements of 24 CFR 92.503 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 Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income remaining when the Agreement expires, or received after the Agreement's expiration, shall be repaid to the County.

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

PROJECT ADMINISTRATION AND COORDINATION

The Contractor will appoint a liaison who will be responsible for overall administration of block grant funded project(s) and coordination with the County. The Contractor shall notify the County of the name and contact information. The Contractor will also designate one or more representatives who will be legally authorized to sign the Invoice and any other forms which may be required.

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

RECORDS

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

REPORTING

I. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.

2. In addition to the records referred to in the Records Section of this Agreement, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement. These records will be kept for a period of six years from the date of the submission of the final performance report under this Agreement.
3. The Contractor will provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
4. The Contractor will perform all necessary and appropriate community information activities as directed by the County.

REQUIRED RECORDS

1. **Financial Management** - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
2. **Miscellaneous** - Such other records as may be required by the County and/or HUD.

RETENTION OF RECORDS

Required records will be retained for at least a period of six (6) years from the date of the submission of the final performance report in which the activity is covered, except as follows:

1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
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.
3. Any record with a longer retention schedule for purposes of public records disclosure under RCW 42.17.
4. Records for any displaced person will be retained for four years after such person has received final payment.
5. Records pertaining to each real property acquisition will be retained for four years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with #3 above, whichever is later.
6. Records of the hours worked and rates of compensation shall be kept for a period of four years from the date of the submission of the final performance report under this Agreement.

TERMINATION

1. Termination of this Contract shall follow the provisions of the Basic Interagency Agreement unless the termination occurs for convenience in which case the procedure below shall be followed.

2. If the County receives fewer funds than anticipated from the funding sources for this Contract, the County will allocate the reduction proportionately among the Community Funds contractors.
3. Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
4. Termination for Convenience. Except as otherwise provided in this Contract, the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.