



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: David Rosen, Parks & Recreation Analyst
DATE: November 16th, 2023
SUBJECT: Grant Acceptance: King County Best Start for Kids Levy Capital Grant

ISSUE

The City of Tukwila Parks & Recreation department has been awarded a \$500,000 grant from King County to be used towards the Tukwila Community Center HVAC Replacement Project. This grant's amount requires council approval before it may be officially accepted and the relevant contract executed.

BACKGROUND

The Tukwila Community Center, which serves as the city's primary recreation center and headquarters for the Parks & Recreation Department, still utilizes its original HVAC system and components from its construction in 1997. Additionally, the gymnasium lacks a cooling system, inhibiting the ability to serve as an emergency shelter, particularly as a temporary cooling shelter during periods of extreme heat.

Overall, the TCC HVAC system is nearing obsolescence and must be replaced to maintain operational readiness for both day-to-day and emergency operations. To assist with this project, city staff retained the services of McKinstry (Contract 23-087) after a competitive RFQ process was conducted in May of 2023. McKinstry was tasked with assessing the current system, studying potential replacement options, and assisting in the identification of additional funding sources that could be used towards the project. The city team working on the project includes staff from the Public Works and Parks & Recreation departments as well as the Mayor's Office.

Steps taken for the project so far include:

- 1. Initial study of TCC's HVAC systems, building schematics, and operational status by McKinstry as part of their scope of work under Contract 23-087
2. Execution of an Interagency Agreement with the Washington Department of Enterprise Services (DES) to utilize their Energy Service Procurement Contracting program
3. Anticipated execution (11/20 Regular Council Meeting) of an agreement for McKinstry to perform an Investment Grade Audit of the two project options currently proposed

DISCUSSION

Current project options proposed for study under the Investment Grade Audit include a like-for-like replacement of the current HVAC system (Option A) or installation of new Air Source Heat Pumps with backup boiler heat (Option B). Current statistics for these two options are as follows:

Table with 6 columns: Option, Full Cost, Annual Electric Savings, Annual Natural Gas Savings, Annual Utility Cost Savings, Annual CO2 Savings. Rows A and B.

1 Per the US Environmental Protection Agency Greenhouse Gases Equivalencies Calculator

City staff continue to work with McKinstry and DES to identify and seek additional funding sources that can offset the project’s costs. At this time, funding sources committed, secured, and/or awarded for the project include:

Source	Amount
WA State Appropriation (Department of Commerce)	\$773,000
King County Best Starts for Kids Capital Grant	\$500,000
City General Fund (000)	\$100,000
City General Gov Facilities Improvement Fund (303)	\$100,000
	\$1,473,000

FINANCIAL IMPACT

This is a reimbursement grant, meaning funding will only be received after the relevant costs are incurred in execution of the project. Staff will work with the City’s Finance Department to determine which fund will incur the initial expenses to be reimbursed. In summary, the acceptance of this grant will create no net outflow of resources from any city fund.

RECOMMENDATION

City staff recommend the committee forward this grant for approval to the December 4th Regular Council Meeting unfinished business agenda.

ATTACHMENTS

- A --- King County Housing & Community Development Contract Template
- B --- City of Tukwila Parks & Recreation Critical Facility Rehabilitation Exhibit
- C --- Grant RFP Overview (Pages 4-6 of 19)



Department of Community and Human Services
 Community Services Division
 Housing and Community Development Section
 (206) 263-9105 TTY Relay: 711

Contractor _____
 Project Title _____
 Contract Amount \$ _____
 Contract Start Date: _____ Contract End Date _____
 Termination Date (where applicable): _____
 UEI No. (if applicable) _____ SAM No. (if applicable) _____
 Federal Taxpayer ID No. _____

KING COUNTY HOUSING AND COMMUNITY DEVELOPMENT CONTRACT— 2023/24

THIS CONTRACT No. _____ is entered into by KING COUNTY, a political subdivision of the State of Washington (the "County"), and _____, (the "Contractor"), whose address is _____. Use of the term "Contractor" in this Contract is for ease of reference only and in no respect signifies that the party is a "Contractor" as described in 2 CFR 200.331.

WHEREAS, the County desires to award certain funds to the Contractor for use as described in this Contract and as authorized by County ordinance, for the purpose of implementing eligible activities as applicable under State laws, and/or adopted County ordinances;

WHEREAS, it is appropriate and mutually desirable that the Contractor be designated by the County to undertake such eligible activities, so long as the requirements of State law, and County ordinances, each as applicable, are adhered to as provided for herein;

WHEREAS, the purpose of this Contract is to provide for cooperation between the County and the Contractor, as the parties in this Contract, in implementing such eligible activities under the laws and regulations that pertain to the funds awarded in this Contract;

WHEREAS, the parties are authorized and empowered to enter into this Contract by one or more of the following: County ordinance Revised Code of Washington (RCW) Chapter 39.34, RCW Chapter 35.21.730 et seq., the Constitution and the enabling laws of the State of Washington;

NOW, THEREFORE, for and in consideration of payments, covenants, and is hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to abide by the provisions of this Contract.

INDEX TO CONTRACT

<p>1. SCOPE OF CONTRACT AND INCORPORATION OF EXHIBITS..... 3</p> <p>2. DURATION OF CONTRACT..... 3</p> <p>3. TERM OF COMPLIANCE - for capital projects 4</p> <p>4. FUTURE SUPPORT 4</p> <p>5. COMPENSATION AND METHOD OF PAYMENT 4</p> <p>6. BUDGET..... 5</p> <p>7. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP..... 5</p> <p>8. CONTRACT AMENDMENTS..... 6</p> <p>9. INTERNAL CONTROL, ACCOUNTING SYSTEM AND FINANCIAL REPORT SUBMISSION 6</p> <p>10. MAINTENANCE OF RECORDS 7</p> <p>11. EVALUATIONS AND INSPECTIONS 8</p> <p>12. PROPRIETARY RIGHTS..... 8</p> <p>13. CORRECTIVE ACTION 9</p> <p>14. ASSIGNMENT 10</p> <p>15. TERMINATION 10</p> <p>16. ENTIRE CONTRACT/WAIVER OF DEFAULT 11</p> <p>17. HOLD HARMLESS AND INDEMNIFICATION 11</p> <p>18. INSURANCE REQUIREMENTS—GENERAL..... 13</p> <p>19. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY 18</p> <p>20. SUBCONTRACTS AND PURCHASES 21</p> <p>21. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES Error! Bookmark not defined.</p> <p>22. CONFLICT OF INTEREST 22</p> <p>23. BOARD OF DIRECTORS 24</p> <p>24. CONFIDENTIALITY 24</p> <p>25. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH 24</p> <p>26. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) 25</p> <p>27. NOTICES..... 28</p> <p>28. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY 28</p>	<p>29. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION..... 28</p> <p>30. POLITICAL ACTIVITY PROHIBITED... 28</p> <p>31. FORCE MAJEURE 28</p> <p>32. MISCELLANEOUS PROVISIONS . Error! Bookmark not defined.</p> <p>33. AFFIRMATIVE MARKETING..... Error! Bookmark not defined.</p> <p>34. ACCESSIBILITY FOR CAPITAL PROJECTS Error! Bookmark not defined.</p> <p>35. LABOR STANDARDS . Error! Bookmark not defined.</p> <p>36. EMPLOYMENT OPPORTUNITIES ON ASSISTED CONSTRUCTION PROJECTS Error! Bookmark not defined.</p> <p>37. NO BENEFIT TO OWNERS AND DEVELOPERS OF ASSISTED HOUSING..... 29</p> <p>38. SUPPLANTING Error! Bookmark not defined.</p> <p>39. DRUG FREE WORKPLACE CERTIFICATION AND OTHER FEDERAL REQUIREMENTS Error! Bookmark not defined.</p> <p>40. CONSTITUTIONAL PROHIBITION Error! Bookmark not defined.</p> <p>41. PROMISSORY NOTE, DEED OF TRUST AND COVENANT 30</p> <p>42. ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE FOR CAPITAL PROJECTS..... 30</p> <p>43. PROPERTY MANAGEMENT FOR CAPITAL PROJECTS..... 30</p> <p>44. TAXES AND LICENSES..... 30</p> <p>45. PROCEDURE IN THE EVENT OF CASUALTY/CONDEMNATION FOR CAPITAL PROJECTS..... 31</p>
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EXHIBITS ATTACHED HERETO

	Exhibit Name	Amount	Fund Source
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GENERAL TERMS AND CONDITIONS

1. SCOPE OF CONTRACT AND INCORPORATION OF EXHIBITS

A. Scope

The Contract between the parties shall consist of the signature page, each Program/Project Exhibit and any attachments thereto incorporated into the Contract, all matters and laws incorporated by reference herein, and any written amendments made in accordance with the provisions contained herein. The exhibits attached to this Contract are hereby incorporated by this reference. This Contract supersedes any and all former agreements regarding projects described in the attached Project/Program Exhibit(s). If there is a conflict between any of the language in any attachment to a Project/Program Exhibit and any language in this Contract or other exhibit, the language in the Project/Program Exhibit attachment shall control. If there is a conflict between any of the language contained in this Contract and any of the language contained in any Project/Program Exhibit (excluding all attachments) in this Contract, the language in this Contract shall control, unless the parties affirmatively agree to the contrary in a writing that has been reviewed and approved by the King County Prosecuting Attorney's Office. This Contract shall govern both:

- (1) Service Projects (human service, planning, program administration and micro-enterprise or supportive services for the homeless); and
- (2) Capital Projects (acquisition, improvement, and rehabilitation of real property and construction or reconstruction of public infrastructure).

The two types of activities may be included in one Contract as separate Project/Program Exhibit(s) of Services.

B. Mandatory Certifications

The Contractor certifies that it shall comply with the provisions of Sections 19. Nondiscrimination and Equal Employment Opportunity, 22. Conflict of Interest and 30. Political Activity Prohibited of this Contract. If the Contractor is a municipal corporation (other than King County), or Contractor of the state of Washington, King County Code (KCC) chapters 12.16, 12.17 and 12.18 do not apply to the Contractor, but may apply to any subcontractor of the Contractor.

C. Contact Person

King County and the Contractor shall each designate a contact person for each Project/Program Exhibit incorporated in this Contract. All correspondence, reports and invoices shall be directed to the designated contact person. This provision does not, however, supplant or override Section 27. Notices.

2. DURATION OF CONTRACT

The terms of this Contract shall be in effect from the Start Date (as defined in the Project/Program Exhibit(s)) or the date of execution of this Contract, whichever is earlier, and shall terminate on the Termination Date specified in each Project/Program Exhibit, unless extended to a later date or terminated earlier, pursuant to the terms and conditions of the Contract.

3. TERM OF COMPLIANCE - for capital projects

The Contractor shall own and operate the project during the Compliance Period as defined in the Program/Project Exhibit.

4. FUTURE SUPPORT

The County makes no commitment to support the services or project contracted for herein and assumes no obligation for future support of the services or project contracted herein except as expressly set forth in this Contract.

5. COMPENSATION AND METHOD OF PAYMENT

The County shall compensate the Contractor only for the approved activities specified in each Project/Program Exhibit and the compensation amount shall not exceed the amount specified in each Project/Program Exhibit. Compensations will be payable in the following manner.

A. Start Date and End Date

Start Dates and End Dates for individual projects shall be specified in each Project/Program Exhibit. Costs incurred before the Start Date will not be reimbursed. Costs incurred after the End Date will not be reimbursed.

B. Submission of Invoices, Supporting Documentation and Reports

The Contractor shall submit an invoice, supporting documentation for costs claimed in the invoice and all reports as specified in each Project/Program Exhibit or the County may not process the invoice. Supporting documentation for costs claimed in the invoice includes, but is not limited to, purchase orders and bills. The County shall initiate authorization for payment to the Contractor not more than 30 days following the County's approval of a complete and correct invoice, supporting documentation and reports.

C. Final Invoice for Service Projects

The Contractor shall submit its final invoice for each Project/Program Exhibit providing funding for Service Projects within seven business days after the End Date. The Contractor shall submit all outstanding reports for each Project/Program Exhibit providing funding for Service Projects within 30 business days after the End Date.

If the Contractor's final invoices, supporting documentation, and reports are not submitted as required, the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any subsequent invoice; provided, however, the County may elect to pay any invoice that is not submitted in a timely manner.

D. Final Invoice for Capital Projects

Unless provided otherwise in the Project/Program Exhibit(s), the Contractor shall submit its final invoice, supporting documentation, and all outstanding reports for each Project/Program Exhibit providing funding for Capital Projects before the End Date specified in the Project/Program Exhibit(s).

If the Contractor's final invoices, supporting documentation, and reports are not submitted as required, the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any subsequent invoice; provided, however, the County may elect to pay any invoice that is not submitted in a timely manner.

E. Unspent Funds

(1) After the End Date specified in each Project/Program Exhibit, for individual projects covered by this Contract, the County shall recapture any unexpended funds encumbered under this Contract.

(2) During the term of the Contract, the County may, upon agreement with the Contractor, recapture any unexpended funds for reallocation to other Project/Program activities.

F. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

6. **BUDGET**

The Contractor shall apply the funds received from the County under this Contract in accordance with each Project/Program Exhibit including a line-item budget, if applicable, set forth in each Project/Program Exhibit and all attachments thereto. The Contractor shall request in writing prior approval from the County to revise the line-item budget when the cumulative amount of transfers from a line item in any Project/Program Exhibit is expected to exceed ten percent of that line item. Supporting documents are necessary to fully explain the nature and purpose of the revision and must accompany each request. All budget revision requests in excess of ten percent of a line item amount shall be reviewed and approved or denied by the County in writing.

7. **EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

A. Equipment Purchase

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment purchased with Contract funds at a cost of \$5,000 per item or more and identified in an exhibit as reimbursable, is upon its purchase or receipt, the property of the Contractor, County, and/or federal, and/or state government, as specified in the exhibit. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Maintenance of Equipment

The Contractor shall be responsible for all such equipment, including the proper care and maintenance.

C. Equipment Returned

The Contractor shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.

D. Right of Access

The Contractor shall admit the County's Property Management Officer to the Contractor's premises for the purpose of marking such property with appropriate government property tags.

E. Maintenance of Records

The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

8. CONTRACT AMENDMENTS

Either party may request changes or an extension to this Contract. Proposed amendments, which are mutually agreed upon, shall be incorporated by written amendments to this Contract. Budget revisions approved by the County pursuant to Section 6. Budget are not required to be incorporated by written amendment.

9. INTERNAL CONTROL, ACCOUNTING SYSTEM AND FINANCIAL REPORT SUBMISSION

A. Internal Control and Accounting

The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles and financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

B. Financial Report Submission

The Contractor is required to submit a financial reporting package as described in subsection (1) through (3), below. All required documentation must be submitted by email to DCHSContracts@kingcounty.gov by the stated due date.

(1) The Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.

(2) If the Contractor is not subject to the requirements in subsection (1) the following apply:

Entity Type	Non-Profit	For Profit
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Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	Form 990 within 30 days of its being filed; and A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> Income tax return; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Contractor's fiscal year.

C. Waiver

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- (1) Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- (2) There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

D. Municipal Corporations

If the Contractor is a municipal corporation in the state of Washington, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within 30 days of receipt, which submittal shall constitute compliance with Section 9. Internal Control, Accounting Systems and Audits.

10. MAINTENANCE OF RECORDS

A. Scope of Records

The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records specified in each Project/Program Exhibit or otherwise the County may deem necessary accounting and compliance with this Contract.

B. Time for Retention of Records

Records required to be maintained in subsection A. above shall be maintained for a period of six years after the termination or expiration of this Contract, unless a different period for records retention is specified in the Project/Program Exhibit.

C. Location of Records/Notice to County

The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents and other evidence within ten working days of any such relocation.

11. EVALUATIONS AND INSPECTIONS

A. Right of Access to Facilities for Inspection of Records

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the activities funded under this Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

B. Time for Inspection and Retention

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after the termination date, unless a different period is specified in the Project/Program Exhibit or attachment or a longer retention period is required by law.

C. Agreement to Cooperate

The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

12. PROPRIETARY RIGHTS

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

13. CORRECTIVE ACTION

If the County determines that the Contractor failed to comply with any material terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the following procedure shall apply.

A. Written Notification

The County shall notify the Contractor in writing of the nature of the breach.

B. Contractor’s Correction Plan

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions

C. County’s Determination of Corrective Action Plan Sufficiently

The County will determine the sufficiency of the Contractor’s proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor’s corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension of Contract

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor’s corrective action plan is determined by the County to be insufficient, the County terminate or suspend this Contract in whole or in part pursuant to Subsection 15. Termination Subsection B.

E. County Withholding of Payment

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

F. No Waiver of Other Remedies

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 15. Termination or other remedies authorized by law.

14. **ASSIGNMENT**

The Contractor shall not assign, transfer or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the prior written consent of the County. Additional terms for County consent to such assignment, transfer or subcontract may be described in a Project/Program Exhibit and, where expressly specified in the Project/Program Exhibit, shall supersede the requirements and limitations of this Section 14. Said consent must be sought in writing by the Contractor not less than 15 business days prior to the date of any proposed assignment, transfer or subcontract. The Contractor shall deliver to the County with its request for consent, such information regarding the proposed assignee, transferee or subcontractee, including its proposed mission, legal status, and financial and management capabilities as is reasonably available to the Contractor. Within 15 days after such request for consent, King County may reasonably request additional available information on the proposed assignee, subcontractee or transferee. If the County shall give its consent, this section shall nevertheless continue in full force and effect. Any assignment, transfer or subcontract without prior County consent shall be void.

15. **TERMINATION**

(1) This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in the Project/Program Exhibit, by providing the Contractor 30 days advance written notice of the termination.

(2) In addition to the foregoing, if expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in the Project/Program Exhibit, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

(3) If the Contract is terminated as provided above:

a) The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

b) The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

B. Termination for Cause

(1) The County may terminate this Contract, in whole or in part, upon seven days advance written notice to the Contractor:

a) The Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines; or

b) The duties, obligations, or services required herein become impossible, illegal or not feasible.

(2) If the County terminates the Contract pursuant to this Section 15. Termination, Subsection B. the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

(3) If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

(4) If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section II. Duration of Contract, the County may, upon seven business days advance written notice to the Contractor, terminate this Contract in whole or in part.

(5) If the Contract is terminated as provided in this subsection:

a) The County shall be liable only for payment in accordance with the terms of this Contract for services rendered and authorized purchase made prior to the effective date of termination; and

b) The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

(6) Funding or obligation under this Contract is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract shall terminate at the close of the current appropriation.

C. Non-Waiver of Rights

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or in equity that either party may have if any of the obligations, terms and conditions set forth in this Contract are breached by the other party.

16. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract, including all exhibits and addenda hereto, is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

17. INDEPENDENT CONTRACTOR

A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial

insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

18. HOLD HARMLESS AND INDEMNIFICATION

A. The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract.

B. To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. [Title 51 RCW](#). If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

C. To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

D. For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

19. INSURANCE REQUIREMENTS—GENERAL

A. Insurance Required

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees and/or contractor/subcontractors. The Contractor or contractor/subcontractor shall pay the costs of such insurance. The Contractor shall furnish separate certificates of insurance and policy endorsements from each of its contractors/subcontractors as evidence of compliance with the insurance requirements of this Contract.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of DCHS.

The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, contractor/subcontractors, providers and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an “occurrence” form; except that insurance on a “claims made” form may be acceptable with prior County approval. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Contract.

B. Risk Assessment by Contractor

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract, nor

shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

C. Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

(1) General Liability

Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

(2) Professional Liability, Errors and Omissions Coverage

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require a professional standard of care.

(3) Automobile Liability

Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

(4) Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

(5) Stop Gap/Employers Liability

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

(6) Property Insurance

Insurance Services Office form number (CP 00 10), or its substantive equivalent, covering **BUILDING AND PERSONAL PROPERTY COVERAGE** and Insurance Services Office form number (CP 10 30) **CAUSES OF LOSS – SPECIAL FORM** or project appropriate equivalent, written on a replacement cost basis is required.

(7) Builder's Risk/Installation Floater

The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by King County, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss—Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for one

hundred percent of the replacement value thereof, and include coverage for flood, Earth Movement (including earthquake) and owner-furnished equipment, as applicable. The policy shall be endorsed to cover the interests, as they may appear, of King County, Owner, Contractor and subcontractors of all tiers with King County listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by King County, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so damaged or destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract. The policy shall include a waiver of subrogation in favor of the County.

(8) Contractor's Pollution Liability

For work involving the introduction, potential release or exacerbation of hazardous materials or pollutants, Contractor shall provide Contractor's Pollution Liability coverage in the amount of \$1,000,000 per occurrence or claim and in the annual aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, cleanup costs and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall include non-owned disposal sites. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of Asbestos, Lead and/or PCB operations. Evidence of Insurance must specifically state that coverage is included.

D. Minimum Limits of Insurance—Capital Projects

The Contractor shall maintain limits no less than the following:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- (2) Professional Liability, Errors, and Omissions: \$1,000,000, Per Claim and in the Aggregate. Please note that this coverage is required only in the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services.
- (3) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.
- (4) Contractor's Pollution Liability: \$1,000,000 per occurrence or claim and in the aggregate, required only when the scope of work involves the introduction, potential release or exacerbation of hazardous materials or pollutants.
- (5) Workers' Compensation: Statutory requirements of the state of residency.
- (6) Stop Gap /Employers Liability: \$1,000,000 each occurrence.
- (7) Property Insurance: One hundred percent replacement value of funded structure.

E. Minimum Limits of Insurance—Building Construction Period

Prior to commencement of building construction and until construction is complete and approved by the Contractor, the Contractor shall cause its construction contractor and related professionals (together, "Subcontractors") to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Contract. The Contractor and County shall be named as additional insureds, for full coverage and policy limits, on liability policies except Workers Compensation and Professional Liability, and as Named Insureds on Builders Risk policies. The cost of such insurance shall be paid by the Contractor and/or any of the Contractor's contractors/ subcontractors. The Contractor shall maintain, or shall cause its Subcontractors to maintain, limits no less than the following:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate. Please note that this coverage is required only in the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services.
- (4) Builder's Risk Insurance: One hundred percent replacement cost value.
- (5) Contractor's Pollution Liability: \$1,000,000 per occurrence or claim and in the aggregate, required only when the scope of work involves the introduction, potential release or exacerbation of hazardous materials or pollutants.
- (6) Workers Compensation: Statutory requirements of the State of residency.
- (7) Stop Gap or Employers Liability Coverage: \$1,000,000, each occurrence.

F. Minimum Limits of Insurance—Services Agreements: The Contractor shall maintain limits no less than the following:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
- (4) Workers Compensation: Statutory requirements of the State of Residency.
- (5) Stop Gap or Employers Liability Coverage: \$1,000,000.

Paragraphs G, H, I, J, K and L below apply to Capital Projects, Construction Projects and Services Contracts.

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

H. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

(1) All Liability Policies except Professional and Workers Compensation.

a) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall include Products-Completed Operations.

b) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) Property Coverage Policies

a) The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.

b) The County shall be added as a Named Insured as its interests may appear to all Builders Risk policies.

(3) All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

I. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with AM Bests, with minimum surpluses the equivalent of AM Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with AM Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy,

and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

J. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.

K. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Contractor is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract, then such requirements and documentation shall be subject to all of the requirements stated herein.

L. Municipal or State Contractor Provisions

If the Contractor is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be provided for the self-insured requirements and attached hereto and be incorporated by reference and shall constitute compliance with this Section. If the certificate of self-insurance does not cover all mandatory requirements, the Contractor shall provide separate certificates and endorsements that document coverage.

20. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Benefits to Employees with Domestic Partners

In accordance with King County Code (KCC) Chapter 12.19, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance

B. Nondiscrimination in Employment Provision of Services

To the extent prohibited by KCC Chapter 12.16 or 12.17, during the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

C. Nondiscrimination in Subcontracting Practices

To the extent prohibited by KCC Chapter 12.16 or 12.17, during the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code chapters shall specifically apply to this contract, to the full extent applicable. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

- (1) Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of

certified SCS firms, are available at the following Web-site address:
<http://www.kingcounty.gov/bdcc>.

The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000 dollars.

(2) Contact OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by Toll Free telephone (866) 208-1064.

(3) Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity Efforts

The Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts 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, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.j. "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

G. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA and Section 504, the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Contract.

(1) The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

(2) The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities

and services under their contract or agreement, the Contractor shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this section shall be a material breach of contract for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

I. Fair Housing Protections

The Contractor shall comply with the federal Fair Housing Act, Public Law 90-284 (42 USC 3601 et seq.) (the Fair Housing Act). The Contractor shall take necessary and appropriate actions to prevent discrimination in any housing-related project under this Contract, which includes rental housing projects and/or projects that include residential real estate-related transactions, as required by the Federal Fair Housing Act and the Washington State Law Against Discrimination (RCW Chapter 49.60). Residential real estate-related transactions include the making or purchasing of loans or the provision of financial assistance secured by real estate, or the making or purchasing of loans or financial assistance for the purchasing, constructing, improving, repairing or maintaining of a dwelling. Rental housing includes any dwelling that is intended for occupancy as a residence for one or more families by lease, sublease or by grant for a consideration of the right to occupy Premises not owned by the occupant. In addition, except for projects located in incorporated jurisdictions, the Contractor shall comply with the applicable provisions of the King County Open Housing Ordinance, codified at Chapter 12.20 of the King County Code, which prohibits practices of housing discrimination against any person on the basis of age, ancestry, color, disability, marital status, national origin, parental status, possession of Section 8 housing assistance, race, religion, retaliation, sex, and sexual orientation.

21. SUBCONTRACTS AND PURCHASES

A. Subcontract Defined

“Subcontract” shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

B. Writing Required

Any work or services assigned or subcontracted hereunder shall be in writing and must be approved by the County as provided in Section 14. Assignment.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and their employees and agents, as it is for the acts and omissions of its own employees and agents, as specified in Section 17. Hold Harmless and Indemnification Subsection C.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

C. Required Contract Terms

The Contractor shall include the applicable provisions of Sections 18. Insurance Requirements - General, 19. Nondiscrimination and Equal Employment Opportunity and 20. Subcontracts and Purchases in every subcontract or purchase order for goods or services which are paid for in whole or in part with funds provided under this Contract. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services, which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

22. DEBARMENT AND SUSPENSION CERTIFICATION

A. Federal Debarment

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

B. State and Local Debarment

Entities may also be debarred, suspended, or proposed for debarment, by the State of Washington and King County. Such entities are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by either the State of Washington or King County. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by the State of Washington or King County.

23. CONFLICT OF INTEREST

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. The Contractor shall comply with applicable provisions of King County Code (KCC) Chapter 3.04. Failure to comply with such provisions shall be a material breach of Contract and may result in termination of this Contract. Termination and subject the Contractor to remedies stated in this Contract or otherwise available to the County at law or in equity. This section shall not apply to a Contractor that is a municipal corporation which has adopted an employee code of ethics; provided that nothing in this section is intended to contract away such a Contractor's obligation to comply with any KCC Chapter 3.04 provision that applies independent of this Contract.

B. No Preferential Treatment

The Contractor agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

(1) County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the work to be done or processes to be followed while a County employee.

(2) Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

(3) After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

D. No Conflict of Interest

The Contractor shall abide by the provision of 2 CFR § 200.318, and by the following:

(1) The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by funds under this Contract;

(2) No employee, director, officer or agent of the Contractor shall participate in the selection or in the award, or administration of a contract supported by funds under this contract if a conflict of interest, real or apparent, would be involved. By way of example, such a conflict would arise if such a person, or his or her employer, immediate family member or partner has financial or other interest in the entity selected; and

(3) The Contractor's officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

24. BOARD OF DIRECTORS

A. If the Contractor is incorporated, it must have an active, legally constituted board of directors in accordance with the requirements of RCW Chapters 23B or 24, to the extent applicable.

B. The following additional requirements shall apply to the agencies that qualify as non-profit organizations under USC, Title 26, Subtitle A, Chapter 1, Subchapter F, Part 1, Section 501(C)(3).

(1) The Contractor shall have a Board of Directors that shall be comprised of neither employees nor relatives of employees, officers, or directors of the Contractor. For the purposes of this section, a relative is defined as husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, grandparent, grandchild, uncle, aunt, domestic partner and child of domestic partner. In addition, the relatives of a domestic partner shall be considered relatives to the same extent such relatives would be included in this section, as if the employee and domestic partner were married.

(2) The Board of Directors shall meet regularly.

(3) The Board of Directors shall cause to be adopted a formal conflict of interest policy for Board members that complies with the applicable provisions of the Internal Revenue Code and its 501(C)(3) status, and addresses issues regarding gifts, financial gain, and improper use of position.

25. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

26. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).

B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:

- (1) Circumstances associated with the breach;
- (2) Actions taken by the Contractor to respond to the breach; and
- (3) Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.

D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.

E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).

F. If the Contractor demonstrates that the cost of providing notice would exceed \$250,000, or that the potentially affected persons exceeds \$500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).

- (1) Email notice when the Contractor has an e-mail address for the subject persons;
- (2) Conspicuous posting of the notice on the Contractor's web site page, if the Contractor maintains one; and
- (3) Notification to major County-wide media.

G. For purpose of this section, "personal information" means the same as defined in RCW 42.56.590:

- (1) An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or
- (2) Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. Obligations and Activities of the Contractor

(1) The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

(2) The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the County.

(3) Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.

(4) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.

(5) The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.

(6) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(7) The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

(8) The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

(9) The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary of the U.S. Department of Health and Human Services, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

(10) The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c)(1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

(11) To the extent the Contractor is to carry out one or more of the covered entity's obligations under Subpart E of 45 CFR § 164, the contractor shall comply with the requirements of Subpart E that apply to the County in the performance of such obligations.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

(1) Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

(2) In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

28. NOTICES

Whenever this Contract provides for notice by one party to another, such notice shall be in writing; and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that said party receives the notice.

29. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

If paper copies are required, and in accordance with KCC 18.20 and King County Executive Policy CON 7-1-2, the Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

30. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor and any subcontractor agree, when applicable, to abide by the terms of Chapters 26.44, 69.54, 70.02, 70.96A, 71.05, 71A.10, 71A.14, 71A.18, 71.20, 71.24, and 71.34 of the Revised Code of Washington, rules and regulations promulgated thereunder, the Basic Inter Contractor Contract between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

31. POLITICAL ACTIVITY PROHIBITED

A. No Partisan Activity

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

32. FORCE MAJEURE

"Force Majeure" means an event or events beyond the parties' reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor's completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

33. PREVAILING WAGES AND DEBARMENT

Projects that are not subject to Davis-Bacon requirements as set forth in the Funding Source Exhibit, shall pay State residential prevailing wage rates as a minimum. Projects that are subject to State prevailing wage requirements of chapter 39.12 RCW shall pay prevailing wages at or above the applicable State classification rate.

The Contractor shall provide annual certification to the County of its compliance with the requirements of this section. The Contractor shall additionally maintain records sufficient to evidence compliance with this section and shall make such records available for the County's review upon request.

For the performance of any services or activities described in any Program/Project Exhibit, the Contractor shall make no subcontracts with firms on the Washington State Department of Labor and Industries Debarred Contractor List:

<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

34. NO BENEFIT TO OWNERS AND DEVELOPERS OF ASSISTED HOUSING

No Contractor, developer or sponsor (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or nonprofit (including a Community Housing Development Organization when acting as an owner, developer or sponsor) may occupy a CDBG, HOME, HOF, RAHP, HB 2331, Veterans and Human Services Levy, MIDD or CX-

assisted affordable housing unit in a project. This provision does not apply to an owner-occupant of single family housing or to an employee or agent of the owner or developer of a rental housing project who occupies a CDBG, HOME, HOF, RAHP, HB 2331, Veterans and Human Services Levy or CX-assisted unit as the project manager or maintenance worker.

35. PROMISSORY NOTE, DEED OF TRUST AND COVENANT

The Contractor agrees that funding provided under this Contract for the acquisition, construction, improvement and/or rehabilitation of real property (Premises) owned by the Contractor is a loan from the County to the Contractor. The Contractor agrees to promptly execute a promissory note, deed of trust and covenant in a format approved by the County, if required in a Project/Program Exhibit. The Contractor agrees that for real property, which is leased by the Contractor and assisted under this Contract, the Contractor shall obtain a covenant from the owner of the real property in a form approved by the County, if required in any Project/Program Exhibit.

36. ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE FOR CAPITAL PROJECTS

The Contractor shall at all times comply with all applicable federal, state, and local laws, statutes, rules and regulations relating to relocation of those persons and households residing at the Premises prior to occupancy by tenants. The Contractor shall be solely responsible for the cost of all relocation benefits required by law.

37. PROPERTY MANAGEMENT FOR CAPITAL PROJECTS

The Contractor shall engage in sound property and program management practices and at all times operate and maintain the Premises in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules and regulations covering health and safety issues in order to provide decent, safe and sanitary housing, as now in effect or as may be hereafter amended. The Contractor specifically agrees to comply and pay all costs associated with achieving such compliance without any notice of requirement or requirements from the County, and that the County does not waive this section by giving notice of demand for compliance in any instance.

The Contractor shall throughout the term of this Contract, without cost or expense to the County, keep and maintain the Premises and all improvements, landscaping, fixtures and equipment which may now or hereafter exist thereon, in a neat, clean and sanitary condition, and shall, except for reasonable wear and tear, at all times preserve the Premises in good and safe repair.

If, after 30 days' notice from the County, the Contractor fails to maintain or repair any part of the Premises or any improvement, landscaping, fixtures or equipment thereon, the County may, but shall not be obligated to, enter upon Premises and perform such maintenance or repair and the Contractor agrees to pay the costs thereof to the County upon receipt of a written demand.

38. TAXES AND LICENSES

The Contractor shall pay throughout the term of this Contract, all applicable taxes, and all licenses and excise fees covering the ownership and operations of the Premises.

39. PROCEDURE IN THE EVENT OF CASUALTY/CONDEMNATION FOR CAPITAL PROJECTS

A. In the event that all or any portion of the Premises is taken or conveyed as a result of any condemnation proceeding or damaged as a result of any casualty, the County and the Contractor agree that the proceeds of any condemnation or casualty affecting the Premises shall be made available for the repair or restoration of the real property if the County and the Contractor in their reasonable judgment agree that:

- (1) Repair or restoration of the real property is feasible and that sufficient funds are available to complete such work;
- (2) After the completion of work, the real property can be feasibly operated within the restrictions and requirements of the Project/Program Exhibit; and
- (3) More than two years remain after the completion of the work until the end of this Contract.

B. The County and the Contractor shall meet as necessary to discuss in good faith the rebuilding or repair of the real property and reach a decision with respect thereto within 60 days after the occurrence of the casualty or condemnation. If the parties cannot in good faith agree to repair or restore the real property as provided above, then any proceeds of the casualty or condemnation, within 60 days of demand, shall be paid first to satisfy the County's lien. The balance of the proceeds shall be paid to the Contractor.

40. CODE OF CONDUCT

The County is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected, valued, and empowered. The Contractor shall, while performing the work as described in the attached Exhibit(s), interact with the community being served and the County's employees in a respectful manner.

The County and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination under Subsection 12.B. as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

41. MISCELLANEOUS PROVISIONS

A. Severability.

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

B. Remedies

Not Exclusive. No provision of this Contract precludes the County from pursuing any other remedies for the Contractor's failure to perform its obligations.

C. No Third Party Beneficiaries.

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party thereto.

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY:

CONTRACTOR:

FOR

King County Executive

Signature

Date

Name (Please type or print)

Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

EXHIBIT I
CITY OF TUKWILA PARKS AND RECREATION CRITICAL FACILITY REHABILITATION

Contract No.: 6416643	Project No: 1128222
King County Project Manager: Cat Ratajczak	Contact Person: Pete Mayer
Services Start Date: December 1, 2023	Telephone: (206) 767-2305
End Date: September 1, 2025	Email: pete.mayer@tukwilawa.gov

I. WORK STATEMENT

City of Tukwila Parks & Recreation (“Contractor”) shall use Best Starts for Kids Capital funds for rehabilitation and construction and related costs for the Tukwila Community Center HVAC System Repair Project (Project). All such activities shall be carried out in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules, and regulations, as currently in effect or as amended in the future. The total amount of reimbursement pursuant to this Exhibit shall not exceed **\$500,000** for the Exhibit Period noted above.

Ongoing funding for the full term of this Exhibit shall be contingent on Project performance, continued funding availability, Project alignment with program planning priorities, and other contractual requirements contained in this Exhibit. King County reserves the right to extend the term of this Contract beyond the end date listed above in any increment of time King County and Contractor mutually agree to.

II. DEFINITIONS

- A. “L&I” means Washington State Department of Labor and Industries.
- B. “Prime” means Prime Construction Contractor: the licensed, bonded, and insured Washington State registered General Contractor who is performing the physical rehabilitation/construction work.

III. LEADING WITH EQUITY

For many in our region, King County is a great place to live, learn, work and play. Yet we have deep and persistent inequities - especially by race and place - that in many cases are getting worse and threaten our collective prosperity. Equity and Social Justice (ESJ) is an integrated part of the County’s work and foundational to the work of King County Department of Community and Human Services (DCHS). Our goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

- A. Funds awarded under this Contract shall be used for the rehabilitation of Tukwila Community Center to be located at 12424 42nd Ave S, Tukwila, WA 98168.
- B. The scope of work shall consist of rehabilitation improvement construction costs for HVAC replacement including construction documents, permitting, and full build out in

accord with local permitting and to operate as s community center, recreational center, early learning center, and child care facility.

- C. This Project shall preserve and expand critical services for youth and families. This Project is anticipated to be completed by 9/1/2025.
- D. The Contractor shall complete the milestones as detailed in Attachment B.
- E. Unless this Exhibit provides otherwise, all work performed by the Contractor during the contract period shall be in conformance with the requirements and descriptions of this Exhibit and be in compliance with all other terms and conditions of this Contract.

V. **SECURITY INSTRUMENTS**

- A. Deed of Trust. This Contract shall be evidenced by a promissory note and secured by a Deed of Trust naming King County as beneficiary. The Deed of Trust shall be recorded in King County, and the original returned to King County after recordation within ninety (90) days of contract execution. The Deed of Trust shall be recorded before King County will reimburse the Contractor for any Project costs. The amount secured by the Deed of Trust shall be the amount of this Contract as set forth in Section I., hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten years following the final payment of funds to the Contractor under this Contract. Upon satisfaction of the ten-year term requirement and all other Contract terms and conditions, King County shall, upon written request of the Contractor, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. In addition to the insurance requirements of the attached Standard Terms and Conditions, the Contractor shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of this Contract.
- D. Subordination. King County may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to King County in writing, and King County shall respond to the request in writing within thirty (30) days of receiving the request.
- E. Project valuation shall be determined by the total cost of the Project See Attachment A for details.

VI. **MONITORING AND REPORTING REQUIREMENTS**

- A. The County shall conduct monitoring and performance assessments of all services provided under this Exhibit in the manner and at reasonable times, with reasonable notice as the County in its sole discretion deems appropriate.
- B. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives. Upon Project completion, the final Project invoice shall be accompanied by a Project report in a format provided by the County.

- C. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.

VII. COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

- 1. The maximum not-to-exceed amount of this Exhibit is \$500,000 The Contractor shall submit a Billing Invoice Package (BIP) no later than 30 days after payment to the Prime has been made. The Contractor's obligation to submit a BIP shall not begin until after the effective date of this Exhibit.

B. Acceptance of work:

- 1. To serve the best interests of King County, and expedite reimbursement, the Contractor shall submit to King County a draft of the Prime's pay application for review at the time of the Prime's submittal.
- 2. If the County finds that the Contractor's execution of the deliverables, tasks, performance requirements, billable items, or accounting of expenditures for which Contractor has received payment (collectively referred to hereinafter as "Work") does not meet the requirements of this Contract, the County may request reimbursement from the Contractor and/or withhold subsequent payments to the Contractor.

In the event of rejection of any Work, the Contractor shall be notified and may have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the Work.

- 3. The County shall withhold five percent (5%) of the budget until such time that Washington State L&I Final Affidavits of Prevailing Wages Paid have been issued and copies thereof supplied to the County.

C. Billing Invoice Package

- 1. The BIP shall consist of a signed invoice statement, authorized pay application by Prime, and proof of payment to Prime in a format approved by King County. Incomplete or inaccurate BIP shall be returned to the Contractor for corrections and resubmission.
- 2. BIPs shall be submitted for approval via email to: Catarina.Ratajczak@kingcounty.gov.
- 3. Reimbursement shall be made once the BIP is approved by King County. Incomplete or inaccurate BIP shall be returned to the Contractor for corrections and resubmission.
- 4. Upon completion of improvements or upon termination of this Contract, any unexpended balances of BSK funds shall remain with the County.

**ATTACHMENT A
PROJECT BUDGET**

Contractor shall apply County funds to the Project in accordance with the Project Budget below.

A. Project Budget

Item	Amount
Hard Costs	\$369,545
Soft Costs	\$85,000
Contingency	\$0
Taxes and Fees	\$45,455
Total	\$500,000

**ATTACHMENT B
PROJECT MILESTONES**

The following milestones shall be set forth for Project accomplishment. Milestones may be amended from time to time with the written amendment signed by the County and Contractor.

The Project shall be implemented in accordance with the following schedule.

Milestones	Completion Date
Construction Start	Aug/Sept. 2024
Construction 50% Complete	December 2024
Construction 100% Complete	July 2025
Final Pay Application Submitted	August 2025
Final Security Documents Recorded	August 2025
Project Closed	July 2025

II. Best Starts' Capital Overview

A. Program Context

Best Starts' Capital Program will provide contracts for building repairs, renovations and new construction or expansion to improve access to high quality programs and services for Low-Income children, young people, and families. Eligible projects across priorities may include, but are not limited to:

- Recreational Facilities
- Community Centers
- Early Learning Centers
- Child Care Facilities
- Housing for youth, young adults, and families.

Priority will be given to projects serving the following communities:

- Black, Indigenous, and People of Color (BIPOC)
- Rural areas; and/or
- Areas Without Physical Access to similar facilities

Further, consistent with recommendations from the Children and Youth Advisory Board (CYAB), the program will also prioritize funding sites that are:

- Multi-Use
- Intergenerational; and/or
- Include covered outdoor spaces.

The program will focus on equitable community-driven development to ensure projects are aligned with and serve communities' needs. Priority will also be given to developments that leverage other capital investments, including County PSTAA and affordable housing funds. All Best Starts-supported buildings are expected to have culturally responsive Child Care and Early Learning services or other programs for children and young people. Funded buildings and facilities are also expected to host permanent low-cost or free programming for Low-Income households.

Best Starts' Capital is guided by four priorities. **This RFP will only fund Priority 2 projects.** RFPs for projects meeting priorities 1, 3, and 4 will be offered in the future:

- **Priority 1:** New construction or renovation of existing property to provide for new Community or Recreational Centers which prioritize serving Low-Income BIPOC children, youth and families lacking access to similar facilities. Best Starts will provide capital planning grants of up to \$100,000 for Priority 1 projects. The capital grant funds awarded under Priority 1 are expected not to exceed \$5 million for any single project over the life of the levy.
- **Priority 2:** Renovations and repairs to existing multi-use Community Centers, Early Learning Centers, Child Care or Recreational Facilities to address critical

health and safety issues. The capital grant funds awarded under Priority 2 are expected not to exceed \$500,000 for any single facility over the life of the levy.

- **Priority 3:** Expand Child Care and Early Learning Facilities to increase capacity for multipurpose uses, and complement the Early Learning Facilities funding under the PSTAA Implementation Plan to increase capacity for multipurpose uses. The capital grant funds awarded under Priority 3 are expected not to exceed \$1 million for any single facility over the life of the levy.
- **Priority 4:** Creation of affordable family or youth housing that includes a Child Care or youth development component on site. The capital grant funds awarded under Priority 4 are expected not to exceed \$5 million for any single project over the life of the levy.

B. This Application

This RFP will fund **Priority 2** projects, as is outlined above and in the [Best Starts for Kids Implementation Plan](#). Priority 2 projects will renovate and repair existing multi-use Community Centers, Early Learning Centers, Child Care or Recreational Facilities to address critical health and safety issues.

This funding will support capital projects that provide resources to Low-Income families and communities of color. These developments will create safe places for young people and access to caring adults that offer stimulating expanded learning programs, including high-quality educational or recreational programming for children and young people.

Investments are expected to be geographically dispersed throughout the County and will support youth programming serving communities that historically have had limited or no access to facilities for such services. The siting of new facilities and buildings will be evaluated based on the proximity to other similar facilities and transportation accessibility.

III. Qualifications

This request is open to nonprofit organizations, Community Based Organizations (CBO), tribes and tribal organizations, for-profit entities and public or governmental agencies serving communities in King County. Small nonprofits and community-based organizations are encouraged to submit applications.

A. Minimum Qualifications:

1. Applicant runs a facility that needs Critical Health and Safety Renovations and Repairs.
2. Project is a Community Center, Early Learning Center, Child Care or Recreational Facility. No other project types are permitted.
3. Request does not exceed \$500,000.

4. Project must be a rehabilitation or renovation project. This funding will not be given to new construction or expansion projects.
5. Project site is owned or leased* by applicant organization.
*If leased, organization must have owner support of proposed renovations
6. Applicant is a nonprofit organization, Community Based Organization (CBO), tribe/tribal organization, for-profit entity or public/governmental agency serving communities in King County.
7. Applicant serves Low-Income children, youth and families with a priority for those serving BIPOC communities, Rural areas and/or areas Without Physical Access to similar facilities.
8. Applicant hosts Culturally Responsive Programming and/or permanent low-cost or free programming for Low-Income households, consistent with recommendations from the CYAB.

B. Desired Qualifications:

1. Applicant runs a facility that is:
 - i. Multi-use;
 - ii. Intergenerational;
 - iii. Close to Transportation; and/or
 - iv. Has outdoor covered space
2. Applicant can assemble a design, architecture, engineering and/or contractor team.
3. Applicant can manage a construction project.
4. Applicant has financial systems that can track income and expenditures.
5. Applicant can report performance measurements.
6. Applicant is leveraging other capital investments, including County PSTAA funds.

C. Ineligible Activities – this funding will not cover the following costs:

1. Non-construction materials and equipment, including technology, toys, games, play equipment.
2. Retroactive funding (payment for goods, work, or services that have already been delivered or performed).
3. Transportation/Travel.
4. Staffing costs or other salaries.
5. Emergency funding.