

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

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

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

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

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

WHEREAS, the Cities are signatories to a preceding interlocal agreement for the planning, funding, and implementation of a joint minor home repair program dated February 29, 2012 (the “Former Agreement”); and

WHEREAS, one of the participants to the Former Agreement has recently terminated its participation in the Former Agreement and the Cities wish to enter into a new interlocal agreement for the planning, funding, and implementation of a joint minor home repair program from this point forward;

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

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

2. Responsibilities.

A. Tukwila’s Duties.

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

*4<sup>th</sup> of 4 originals*



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

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

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

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

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

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

B. SeaTac's Duties

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

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

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

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

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

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

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



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

3) Remit invoices to Tukwila for reimbursement.

E. Cities' Joint Duties

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

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3<sup>rd</sup> quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair. Fund allocation shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Exhibit A shall be amended annually and all subsequent amended Exhibit As shall automatically supersede the prior Exhibit A and be fully incorporated herein upon distribution of each amended Exhibit A to all of the Cities by the administrative agent.

3) Abide by additional requirements outlined in the agreement between Tukwila and King County for a minor home repair program, which is attached hereto as Exhibit B and incorporated herein by this reference. Exhibit B shall be amended annually and all subsequent amended Exhibit Bs shall automatically supersede the prior Exhibit B and be fully incorporated herein upon distribution of each amended Exhibit B to all of the Cities by the administrative agent.

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

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

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given. The administrative agent is authorized to terminate the participation of any City that does not fulfill its obligations as set forth in this Agreement. Written notice of such termination shall be mailed to each City and shall become effective upon said mailing.



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

<b>City</b>	<b>Contact</b>
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 <sup>th</sup> Street, SeaTac, WA 98188 206-973-4815; cbschluter@ci.seatac.wa.us
Des Moines	Tina Hickey 21630 11 <sup>th</sup> Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; Thickey@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 <sup>st</sup> Street, Ste. 100 Covington, WA 98042 253-480-2411; vthrom@covingtonwa.gov
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206-433-7180; evie.boykan@tukwilaWA.gov

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

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

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

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

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



12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities. Amendments or modifications to this Interlocal shall not require the approval of the Cities' legislative bodies.

13) Former Agreement Terminated and Superseded. The Former Agreement between the Cities is hereby terminated and superseded by this Interlocal.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 2nd day of December, 2012.

CITY OF SEATAC

By: Todd Cutts  
Todd Cutts, City Manager

Date: 11/14/13

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

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

CITY OF TUKWILA

By: Jim Haggerton  
Jim Haggerton, Mayor

Date: 12-2-13

Attest: Christy O'Flaherty  
[Printed Name] Christy O'Flaherty  
Title: City Clerk

Approved As To Form:

Shelley M. Kerslake  
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

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

Date: 11/1/13

Attest: Bonnie Swilkins  
[Printed Name] Bonnie Swilkins  
Title: City Clerk

Approved As To Form:

Tim George  
Tim George, Assistant City Attorney

CITY OF COVINGTON

By: Derek Matheson  
Derek Matheson, City Manager

Date: 10/31/13

Attest: \_\_\_\_\_  
[Printed Name] Sharon Scott  
Title: City Clerk

Approved As To Form:

Sara Springer  
Sara Springer, City Attorney



## EXHIBIT A

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

### Contract Year 2013/2014

Name of Agencies	Participating Cities & Tentative Funding	
Qualified contractors	Tukwila - Lead City	\$28,000
	Des Moines	\$28,000
	SeaTac	<b>\$28,000</b>
	Covington	\$28,000
	Environmental Review	\$2,000
	Lead Based Paint	4,000
	Project Management	6,000
	Miscellaneous	1,000
	<b>TOTAL</b>	<b>\$125,000</b>



**EXHIBIT B**  
**CITY OF TUKWILA**  
**GENERAL REQUIREMENTS**

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

**I. ADDITIONAL REQUIREMENTS—COMPENSATION AND METHOD OF PAYMENT**

**A. Municipal Corporations or State Public Agencies**

If the Contractor is a municipal corporation or an agency of the State of Washington, costs for which the Contractor requests reimbursement shall comply with the policies, guidelines and requirements of 2 CFR Part 225 "Cost Principles For State, Local and Indian Tribal Governments" and the sections of 24 Code of Federal Regulations (CFR) Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at OMB Circular A-102 and 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements, unless otherwise provided in the Project/Program Exhibit(s).

**B. Not-for-profit Corporations**

If the Contractor is a not-for-profit corporation, costs for which the Contractor requests reimbursement shall comply with, unless otherwise provided in the Project/Program Exhibit(s), the policies, guidelines and requirements of 2 CFR 230, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, identified at 2 CFR Part 215 and 24 CFR 570.502 (b), Applicability of Uniform Administrative Requirements.

**C. Excess Federal Funds**

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

**D. Program Income**

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

## II. ADDITIONAL REQUIREMENTS—MAINTENANCE OF RECORDS

### A. Federal Exceptions to Retention Requirements

Exceptions to the six year retention period specified in Section VIII, Records, Inspections and Evaluations of the Community and Human Services and Public Entity Services Contracts are as follows:

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

### B. Financial Management Records

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

### C. Employment Records

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

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form, and
2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

### D. Records Regarding Remedy of Past Discrimination

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

### E. Additional Records

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

1. Notice of Grant Award;
2. Motions, resolutions or minutes documenting Board or Council actions;
3. Correspondence regarding budget revision requests;

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

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

**A. Additional Federal Nondiscrimination Requirements**

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

1. Presidential Executive Order 11063 as amended and implementing regulations at 24 CFR Part 107;
2. Section 109 of the Housing and Community Development Act of 1974, as amended 42 United States Code (USC) 5301;
3. The Americans with Disabilities Act (42 USC 1213; 47 USC 155, 201, 218 and 225); and
4. Section 504 of the Rehabilitation Act of 1973 and regulations at 24 CFR Part 8.

**B. Prohibited Discriminatory Actions**

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

1. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;

2. Denying any person services due to limited English proficiency;
3. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
4. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
5. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
6. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
7. Denying any person any opportunity to participate in a program or activity as an employee.
8. Failing to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities and failure to remove architectural and communication barriers that are structural in nature in existing facilities, where such removal can be accomplished without difficulty and expense.

C. Employment Projections

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

IV. **ADDITIONAL REQUIREMENTS—NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

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

**V. ADDITIONAL REQUIREMENTS—SUBCONTRACTS AND PURCHASES**

A. A Contractor that receives federal funds under this Contract also shall include the following sections in every subcontract or purchase order for goods and services that are paid in whole or in part with funds provided under this Contract: Section I.. Compensation and Method of Payment, Subsections A. or B. and D.

B. Debarred Contractors

The Contractor certifies that neither the Contractor nor any person or entity with a controlling interest in the Contractor is under suspension, debarment, voluntary exclusion or determination of ineligibility from participation in federal assistance programs under Presidential Executive Order 12549 or 12689, "Debarment and Suspension". The Contractor further certifies that neither the Contractor nor any person or entity with a controlling interest in the Contractor has any proceeding pending to suspend, debar, exclude or determine them ineligible from participation in federal assistance programs under Presidential Executive Order 12549 or 12689.

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

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this Contract have not been debarred or suspended from federal contract participation. This may be done by checking the System for Award Management at <https://www.sam.gov>, which lists all suspended and debarred entities.

C. Federal Procurement Requirements

If the Contractor is a municipal corporation or an Agency of the State of Washington, it agrees to comply with procurement requirements specified in 24 CFR § 85.36(b) through (g). If the Contractor is a nonprofit corporation, it agrees to comply with procurement requirements specified in 24 CFR § 84.40 through 84.48, unless otherwise provided in the Project/Program Exhibit.. The regulations at 24 CFR § 85.36 (b) through (g) and 24 CFR § 84.40 through 84.48 require that all goods and services, irrespective of cost, be procured using a competitive process.

D. Failure to Comply is Default

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

**VI. ADDITIONAL REQUIREMENTS—CONFLICT OF INTEREST**

A. No Conflict of Interest

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

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal 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 federal funds 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. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may have or obtain a financial interest in any contract, subcontract or agreement regarding a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or and one year thereafter. For purposes of this paragraph, "covered person" includes any person who is an employee, agent, consultant, officer, or elected director of the Contractor or the County.

B. Copyright

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

**VII. ADDITIONAL REQUIREMENTS—POLITICAL ACTIVITY PROHIBITED**

A. Certification Regarding Lobbying

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

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

1. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**VIII. ADDITIONAL REQUIREMENTS—EQUIPMENT PURCHASE, MAINTENANCE AND OWNERSHIP**

Disposition of Equipment

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

**IX. SUPPLANTING**

A. Not-for-Profit Corporation

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

B. Municipal Corporation

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

**X. DRUG FREE WORKPLACE CERTIFICATION AND OTHER REQUIREMENTS**

A. Drug-Free Workplace Certification

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

B. Other Federal Requirements

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

**XI. CONSTITUTIONAL PROHIBITION**

**Funds Not Used for Religious Purposes**

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

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

**In Process**