
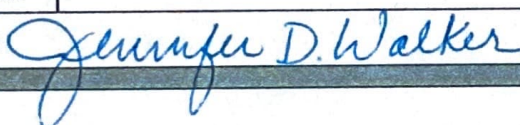


**THURSTON COUNTY**  
**WASHINGTON**  
SINCE 1852

## PUBLIC HEALTH AND SOCIAL SERVICES

### 2021-2022 Letter of Understanding Amendment 1

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Date:	5/31/2022		
Department:	Public Works	Program Contact:	Jennifer D. Walker, Director
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Signature:			
Date:	5/26/2022		

#### Summary of Changes:

##### A. Exhibit A - Scope of Work, Budget, and Deliverables:

- (1) Budget: Capital Improvement Budget is increased to \$91,120.44 from \$69,444.00  
Sales Tax (8%) is increased to \$7,289.64 from \$5,556.00  
Total is increased to \$98,410.08 from \$75,000.00

- (2) Deliverables: Add requirement to submit Section 3 of the Housing and Urban Development Act of 1968, amended, 12 U.S.C 1701u annual report.

##### B. Exhibit B, Other Federal Regulations, Paragraph 2J: Replace reference to code 24 CFR Part 135 with code 24 CFR Part 75.

##### C. Section II- Duration of Agreement. End date of agreement was extended from August 31, 2022 to March 31, 2023.

##### D. Section III- OHHP Responsibilities:

- (1) Add item number 12: Provide Public Works with the necessary Section 3 forms needed for HUD reporting and assist Public Works staff in understanding Section 3 requirements.

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## I. INTRODUCTION

This Letter of Understanding is entered into between Thurston County Public Health and Social Services (PHSS) Department, Office of Housing and Homeless Prevention (OHHP); and Thurston County Public Works for the purposes of using federal Community Development Block Grant (CDBG) funds to support the management of the Hoss Field Public Improvements (Project), as detailed in Exhibit A.

Thurston County CDBG funds are directly appropriated to Thurston County as approved by the Board of County Commissioners (BOCC).

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## II. DURATION OF AGREEMENT

The term of this LETTER shall begin on **October 1, 2021** and shall terminate on **March 31, 2023 or on the last day of the month in which CDBG funds are used to fund the Project.**

No CDBG funds may be expended until OHHP staff complete the required environmental review requirements, as specified in Section III.

No CDBG funds may be expended until a CDBG grant agreement with the U.S. Department of Housing and Urban Development is fully executed.

No CDBG funds may be expended until this Letter of Understanding is fully executed.

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## III. RESPONSIBILITIES OF OHHP

OHHP shall:

- 1) Notify Public Works when the CDBG grant agreement is fully executed as well as any amendments to the grant agreement.
- 2) Complete the required environmental review requirements under the National Environmental Policy Act (NEPA) before any CDBG funds are expended. Notify Public Works upon completion.
- 3) Ensure compliance with CDBG program rules, including monitoring of Public Works program-related documentation.
- 4) Undertake all communication with US Department of Housing and Urban Development (HUD) regarding the use of CDBG funds.
- 5) Complete and submit all required program reporting requirements to HUD.
- 6) Provide Public Works with the necessary support and guidance to ensure other federal requirements, as detailed in Exhibit B, are met.
- 7) Confirm System for Award Management (SAM) debarment status of vendors.
- 8) Provide a mechanism for quarterly reporting on Project progress and budget spend-down.
- 9) Provide Public Works staff with the proper charge code for project support.
- 10) Provide support, when requested, to Public Works to ensure compliance with CDBG programmatic regulations.
- 11) Complete all Project reporting to HUD, to include Section 3 reporting.
- 12) Provide Public Works with the necessary Section 3 forms needed for HUD reporting and assist Public Works staff in understanding Section 3 requirements.

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#### **IV. RESPONSIBILITIES OF PUBLIC WORKS**

Public Works shall:

- 1) Work with OHHP and Theodore Hoss Sports Complex Development Association to develop a scope of work.
- 2) Abide by HUD procurement standards to procure contractors necessary to complete the Project.
- 3) Review, approve and process payment of Project related invoices from contractors.
  - a. Invoices from contractors will be submitted to Public Works for review and processing.
  - b. A Public Works fiscal team member will review invoices for accuracy and appropriate supporting documentation.
  - c. A Public Works-designated representative will review and approve all invoices, verifying that all services were provided to a CDBG eligible Project activity.
  - d. A Public Works-designated representative will review and approve all timesheets of staff, verifying that all hours billed to CDBG were provided to support the Project.
  - e. Public Works fiscal team will pay invoices and enter all relevant information into MUNIS. Public Works fiscal team will be in contact with OHHP's fiscal representative for assistance in determining appropriate charge code information.
- 4) Ensure contractors are registered in the System for Award Management and are not suspended or debarred from receiving federal funding. Public Works will notify OHHP of selected contractors so that OHHP can confirm debarment status. OHHP will support Public Works in this effort, as needed.
- 5) Ensure that contractors meet County insurance requirements.
- 6) Ensure that contractors' agreements are in compliance with CDBG and federal requirements, as detailed in Exhibit B.
- 7) Manage the budget and ensure that the Project does not exceed the CDBG budget of \$98,410.08.
- 8) Collect, report and maintain necessary documentation to demonstrate compliance with CDBG program requirements, specifically to document compliance with prevailing wages and Section 3 regulations.
- 9) Provide quarterly progress reports and Section 3 reports on the Project, to include budget spend-down, progress on completing the scope of work, and labor hours associated with Section 3 workers, targeted workers and businesses.
- 10) Retain all books, records, documents, reports, and other data relevant to this Letter, for a minimum of six (6) years after expiration or termination of this Letter, unless longer and otherwise provided or required by law. Public Works may transfer these records to OHHP at the completion of the Project, or as mutually agreed to by Public Works and OHHP.

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#### **V. AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Letter unless set forth in a written amendment.

## **EXHIBIT A**

### **Scope of Work, Budget, and Deliverables**

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#### **SCOPE OF WORK**

Theodore Hoss Sports Complex is a recreational outdoor sports complex in Grand Mound-Rochester located at 7100 196th Ave SW and 7920 186th Ave SW, Rochester, WA 98579. The complex includes three baseball fields, a regulation soccer field and several multi-purpose areas. The complex hosts most of Rochester's youth recreational programs. The owners of the land have leased the property to the Grand Mound- Rochester Citizens Group for several decades but will now extend the lease to May 31, 2038 and assign it to the Theodore Hoss Sports Complex Development Association, a non-profit group that is the primary user of the sports complex. On behalf of the non-profit, Thurston County's Public Works Department will manage the Project.

Proposed improvements to the Hoss Fields Sports Complex (Hoss Fields) will include restoration of the baseball and regulation soccer fields (new topsoil, leveling and seeding of field surfaces) and installation of additional security features to the building housing the concessions and storage areas. Proposed ground disturbing activities will not exceed 36-inches below surface. These activities will be prioritized. If funds allow, the scope of work will also include installation of up to 2800 linear feet of new perimeter fence (replace the existing chain link fencing and extend to fully fence the 15-acre facility).

Public Works will make its best effort to conduct all proposed improvements listed above but will prioritize field improvements if lack of funds prohibit the full scope of the Project to be completed.

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#### **BUDGET**

The coding for all Project administrative costs is 1400C640 31053;  
The coding for all Project expenses is 1400C671 31039.

<b>Project Expenses</b>	<b>Budget</b>
Capital Improvements	\$91,120.44
Sales Tax (8%)	\$7,289.64
<b>Total</b>	<b>\$98,410.08</b>

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#### **DELIVERABLES**

Public Works will provide the following deliverables:

##### **Quarterly Reports**

Quarterly progress reports will include narratives and data related to Project progress and CDBG spend-down. OHHP will provide the Quarterly Report templates to the designated Public Works representative and will specify the required file format of the report.

Section 3 reports identifying the number of labor hours associated with Section 3 targeted workers, Section 3 workers and Section 3 businesses and identifying efforts taken to employ low income residents on the Project.

## **EXHIBIT B**

### **Other Federal Regulations**

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#### **1. INTRODUCTION**

Expenditure of CDBG funds requires compliance with numerous other federal requirements. These requirements apply to all contractors and sub-contractors that are paid with CDBG funds.

#### **2. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS**

Public Works and its CONTRACTORS, SUBCONTRACTORS and VENDORS shall comply with the following federal laws and regulations, whenever and wherever they are applicable. Public Works shall timely obtain all permits and approvals necessary to lawfully implement the Project. Public Works and its CONTRACTORS, SUBCONTRACTORS and VENDORS shall include in all contracts, subcontracts, and purchase orders for this Project the following list of laws and regulations and shall require compliance with such laws and requirements:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601 (a).
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to non-discrimination in housing as implemented by HUD regulation 24 CFR 570.601 (b).
- C. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601 (c).
- D. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex, or disability as implemented by HUD regulation 24 CFR 570.602.
- E. The construction labor standards and wage rates set forth in Section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.
- F. The Davis-Bacon Act (DBA) and Related Acts or HUD-assisted (DBRA) (40 U.S.C. 276a-276a-5) provides that contracts to which federal funding is applied for the construction, alteration, and/or repair, including painting and decorating, or of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
- G. Any construction performed as a part of this LETTER is considered a public work project and subject to the Prevailing Wages on Public Works Act (Chapter 39.12 RCW). All bid specifications and contracts for public work projects must contain a provision stating the required prevailing rates of pay and stipulate that all workers shall receive no less than the higher of either the Davis-Bacon or Washington State prevailing rate of wage for work performed. All contractors and SUBCONTRACTORS working on this project are required to fully comply with these regulations.
- H. Per RCW 39.04.370 (EHB 2805, 2010 legislative session) all non-WSDOT or local transportation projects over \$1 million are required to report out-of-state prefabrication of items made specifically for the public work project. The contractor reporting is required to use the Affidavit form F700-164-000.

- I. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607(a).

During the performance of this LETTER, the CONTRACTOR/VENDOR agrees as follows:

- i. The CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 apprenticeship. The CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The CONTRACTOR/VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR/VENDOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The CONTRACTOR/VENDOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The CONTRACTOR/VENDOR will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the CONTRACTOR/VENDOR's noncompliance with the nondiscrimination clauses of this LETTER or with any of such rules, regulations, or orders, this LETTER may be canceled, terminated or suspended in whole or in part and the CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The CONTRACTOR/VENDOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or Vendor. The CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR/VENDOR becomes involved in, or threatened with litigation with a SUBCONTRACTOR or vendor as a result of such direction by the contracting agency, the

CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interest of the United States.

- J. Section 3 of the Housing and Community Development Act of 1974 as amended, dealing with employment and training of County low-income residents as employees and trainees and utilization of County business as CONTRACTORS, SUBCONTRACTORS, and suppliers as implemented by HUD regulations 24 CFR 570.607 (b):
- i. The work to be performed under this LETTER is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
  - ii. The parties to this LETTER agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this LETTER, the parties to this LETTER certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
  - iii. The CONTRACTOR/VENDOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR/VENDOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR/VENDOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - iv. The CONTRACTOR/VENDOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provide in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the SUBCONTRACTOR is in violation of the regulations in 24 CFR Part 75. The CONTRACTOR/VENDOR will not subcontract with any SUBCONTRACTOR where the CONTRACTOR/VENDOR has notice or knowledge that the SUBCONTRACTOR has been found in violation of the regulations in 24 CFR Part 75.
  - v. The CONTRACTOR/VENDOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR/VENDOR is selected but before the contract is executed, and two (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR/VENDORS obligations under 24 CFR Part 75.
  - vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contact for default, and debarment or suspension from future HUD assisted contracts.

- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this LETTER. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this LETTER that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- K. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of Section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93.234) as implemented by HUD regulation 24 CFR 570.605.
- L. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606. The relocation, acquisition, and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.
- M. The Lead Based Paint Poisoning Prevention Act (43.U.S.C. 4801 et seq.) as implemented by HUD regulation 24 CFR 570.608.
- N. The regulations, policies, guidelines, and uniform administrative requirements of 2 CFR 200 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation 24 CFR 570.610.
- O. The National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR 570.604.
- P. Executive Orders 11625, 12138, and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
- Q. The provisions of the Hatch Act limiting political activities of government employees.
- R. Executive Order 12888 relating to prevention, control and abatement of water pollution.
- S. HUD Regulations for implementing the Community Development Block Grant Program contained in 24 CFR 570.
- T. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
- U. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and regulations set forth at 24 CFR Part 21.

Note: Copies of applicable laws and regulations are available upon request from the Public Health and Social Services Department. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by CONTRACTOR/VENDOR or its SUBCONTRACTORS.