

May 15, 1989

INTRODUCED BY AUDREY GRUGER

PROPOSED NO 89 - 443

MOTION NO. 7565

A MOTION authorizing the Office of Civil Rights and Compliance to enter into a cooperative agreement with the Tacoma Human Rights Department, City of Tacoma.

WHEREAS, the Tacoma Human Rights Department, City of Tacoma, has received a U.S. Department of Housing and Urban Development Type II Grant for the purpose of conducting outreach and testing in the Southeast Asian communities, and


WHEREAS, the Tacoma Human Rights Department, City of Tacoma, wishes to enter into an interagency agreement with the office of civil rights and compliance for the purpose of subcontracting a portion of the grant responsibility (outreach);

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive, director of executive administration, and the administrator of the office of civil rights and compliance are authorized to sign the interagency agreement which has been prepared by the City of Tacoma. A copy of said agreement is attachment A.

PASSED this 19th day of June 1989.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chairman

ATTEST:

  
Clerk of the Council

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COOPERATIVE AGREEMENT FOR HUD TYPE II GRANT, HA-15510  
CLASS A, FAIR HOUSING OUTREACH/TESTING PROGRAM

7565

1 This agreement is entered into between the City of Tacoma, Washington,  
2 ("City") operating through its Human Rights Department ("HRC") and the  
3 Director of Human Rights ("Director"), as Recipient, and the County of  
4 King, Washington ("County") operating through its Office of Civil  
Rights and Compliance ("OCRC") and the Office Administrator  
("Administrator") as subcontractor.

5 WHEREAS, the City and County, under executed agreement of  
6 September 27, 1988, agreed to perform work (or, "Statement of Work")  
7 and abide by terms and conditions of that certain Request for  
Assistance, Type II - HA15510, Class A, as approved by the United  
States Department of Housing and Urban Development ("HUD"); and

8 WHEREAS, HUD approval was granted under Assistance  
9 Award/Amendment, Instrument Number HA-15510, in its multiple parts  
("Agreement"), NOW, THEREFORE

10 IN CONSIDERATION of the mutual benefits, terms and conditions  
11 hereafter specified, made subject to the terms and conditions of the  
Agreement, the parties agree as follows:

12 1. PAYMENT FOR COSTS AND SERVICES.

13 (a) The City shall pay the County for the County's costs and  
14 services in performance of work under the Agreement on a cost  
reimbursement basis in an amount not to exceed \$29,928.00.

15 (b) The County shall incur costs in the following budget categories  
16 to the extent therein mentioned:

17 \$28,728.00 for salary and benefits  
700.00 for travel  
18 500.00 for posters and brochures

19 (c) The County shall submit to the City vouchers and invoices with  
20 expenditure detail to show elements of costs actually incurred for the  
preceding month. The City shall reimburse the County for those costs  
21 within 30 days after receipt of the submitted voucher. In the event  
costs associated with the budget items in section 'b' above exceed the  
sum allocated hereunder, 100% of such excess shall be borne by the  
County.

22 (d) All other enumerated categories of expenditures/purchases within  
23 the Agreement shall be borne by the City. In the event costs  
associated with full performance of the Scope of Work of the Agreement  
24 should be determined to exceed total budget allocations of the  
Agreement, the City shall determine how best to make payment for said  
25 excess solely from its fund.

26 2. MONITORING AND REPORTING

27 (a) The County shall remain responsible for overseeing and monitoring  
28 all activities to be carried out and performed by it under the  
Agreement pursuant to the requirements of the schedule of articles  
29 in the Agreement HA-15510. In doing so, the County shall maintain  
necessary supervision and vigilance over its employees,  
30 representatives and agents, and, as well, all equipment, materials and  
supplies purchases, leased or otherwise acquired for support of work  
under the agreement.  
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(b) The County shall provide such reports of its oversight and monitoring obligation of work under the Agreements as may reasonably be required by the City during the course of the County's performance. Such reporting shall occur no less than monthly during the full term of the Agreement.

(c) The City's designated representative to the County is the City's Housing and Project Specialist ("Coordinator"), who is an employee of the City. All activity within the Scope of Work shall be reviewed from time to time by the City's Coordinator, Human Rights Department Executive Assistant, or Human Rights Department Executive Director, or other duly designated representative of the City, State of Washington, or United States of America for any Agreement purpose.

(d) City retains ultimate responsibility and authority for ensuring performance under the Agreement. The County is not responsible for the City's performance of the Agreement.

3. KEY PERSONNEL

(a) The County has designated as "key personnel" for performance under the Agreement the following:

- King County Office of Civil Rights and Compliance
- Administrator
- Enforcement Section Supervisor
- Fair Housing Specialist
- Office Technician II
- Office Technician II

(b) The City has designated as "key personnel" for performance under the Agreement the following:

- Human Rights Department Executive Director
- Human Rights Department Executive Assistant
- Fair Housing Assistance Program Coordinator

Key personnel of either party shall be available to the other's at all reasonable times during the full Agreement term for purposes thereof.

In witness whereof, the parties have executed this Agreement by having their representatives affix their signatures below.

COUNTY OF KING

CITY OF TACOMA

BY: TIM HILL  
KING COUNTY EXECUTIVE

BY: DOUG SUTHERLAND  
MAYOR

BY: JESUS SANCHEZ  
DIRECTOR,  
DEPARTMENT OF EXECUTIVE  
ADMINISTRATION

BY: DIRECTOR OF FINANCE

1 COUNTY OF KING

CITY OF TACOMA

2  
3  
4 BY: MANFERT M. LEE  
5 ADMINISTRATOR,  
6 OFFICE OF CIVIL RIGHTS  
7 AND COMPLIANCE

BY: CITY CLERK

8  
9  
10 BY: ASSISTANT CITY ATTORNEY

11 BY: ALLEN J. CORRELL  
12 EXECUTIVE DIRECTOR,  
13 HUMAN RIGHTS DEPARTMENT