

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 11/17/15

**REQUESTED ACTION:** That the County Manager approve a contract with Janus Youth Programs, Inc. to fund a rental assistance program.

☐ Consent    ☐ Hearing    ☒ County Manager

### BACKGROUND

This \$30,000 CDBG-funded contract pays for case management services in support of qualified households receiving tenant-based rental assistance (TBRA) through The Nest rental assistance program. The Nest provides basic financial and case management support for youth who are ready to live independently but cannot afford the initial move-in costs of an apartment. CDBG funds will specifically be used for case management, tenant selection, inspections, landlord negotiation, periodic review of client qualifications, and management of the rental assistance program.

- ☐ This is a new project
- ☒ This is a continuation of an existing project

### COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

### ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

### COMMUNITY OUTREACH

Public meetings and forums

### BUDGET IMPLICATIONS

| YES | NO |  |
|-----|----|--|
| X   |    | Action falls within existing budget capacity.  |
|     | X  | Action falls within existing budget capacity but requires a change of purpose within existing appropriation.   |
|     | X  | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the County Council with a recommendation from the County Manager. |

### BUDGET DETAILS

|                          |  |
|--------------------------|--|
| Local Fund Dollar Amount | \$0  |
| Grant Fund Dollar Amount | \$30,000   |
| Account                  | Fund 1939  |
| Company Name             | Janus Youth Programs, Inc. (Contract 2015-CDBG-1509) |

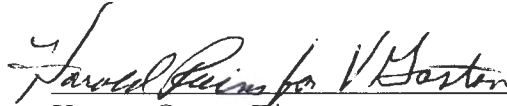
**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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For questions please contact: Jay Carstens at 360-397-2130


  
Jay Carstens, Management Analyst

  
Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
**Mark McCauley, Acting County Manager**

DATE: 11/10/15

**BUDGET IMPACT ATTACHMENT – NONE****Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

| Fund #/Title | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|--------------|------------------|-------|---------------|-------|-----------------|-------|
|              | GF               | Total | GF            | Total | GF              | Total |
|              |                  |       |               |       |                 |       |
|              |                  |       |               |       |                 |       |
|              |                  |       |               |       |                 |       |
| <b>Total</b> | \$0              | \$0   | \$0           | \$0   | \$0             | \$0   |

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

| Fund #/Title | FTE's | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|--------------|-------|------------------|-------|---------------|-------|-----------------|-------|
|              |       | GF               | Total | GF            | Total | GF              | Total |
|              |       |                  |       |               |       |                 |       |
|              |       |                  |       |               |       |                 |       |
|              |       |                  |       |               |       |                 |       |
| <b>Total</b> | \$0   | \$0              | \$0   | \$0           | \$0   | \$0             | \$0   |

III. B – Expenditure by object category

| Fund #/Title         | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|----------------------|------------------|-------|---------------|-------|-----------------|-------|
|                      | GF               | Total | GF            | Total | GF              | Total |
| Salary/Benefits      |                  |       |               |       |                 |       |
| Contractual          |                  |       |               |       |                 |       |
| Supplies             |                  |       |               |       |                 |       |
| Travel               |                  |       |               |       |                 |       |
| Other controllables  |                  |       |               |       |                 |       |
| Capital Outlays      |                  |       |               |       |                 |       |
| Inter-fund Transfers |                  |       |               |       |                 |       |
| Debt Service         |                  |       |               |       |                 |       |
| <b>Total</b>         | \$0              | \$0   | \$0           | \$0   | \$0             | \$0   |

**AGREEMENT 2015-CDBG-1509**

**between**

**CLARK COUNTY, Department of Community Services**  
P.O. Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130

**and**

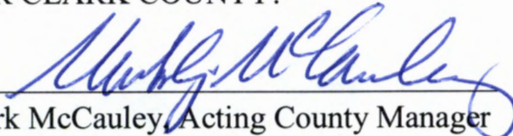
**JANUS YOUTH PROGRAMS, INC.**  
707 NE Couch St.  
Portland, OR 97232

|                                       |   |
|---------------------------------------|---|
| <b>Program/Services Being Funded:</b> | <b>Janus Youth Programs The Nest<br/>Tenant-Based Rental Assistance Program</b> |
| Period of Performance:                | Upon County Signature through December 31, 2016                                 |
| Contract Period:                      | Upon County Signature through January 31, 2017                                  |
| Budget Authority:                     | \$30,000  |
| Funding Source:                       | Federal - HUD (CFDA #14.218)  |
| Contractor DUNS Number:               | 103023214   |

| CONTRACTOR<br>PROGRAM CONTACT  | CONTRACTOR<br>FISCAL CONTACT   | COUNTY<br>PROGRAM CONTACT   | COUNTY<br>FISCAL CONTACT   |
|--|--|---|--|
| Scott Conger<br>503-901-7970<br><a href="mailto:sconger@janusyouth.org">sconger@janusyouth.org</a> | Heather Hamilton<br>503-542-4619<br><a href="mailto:hhamilton@janusyouth.org">hhamilton@janusyouth.org</a> | Kate Budd<br>360-397-2075 ext. 7832<br><a href="mailto:kate.budd@clark.wa.gov">kate.budd@clark.wa.gov</a> | Rhonda Hills<br>360-397-2075 ext. 7836<br><a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a> |

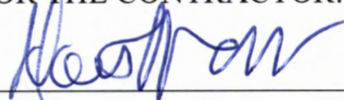
Clark County (the County) and Janus Youth Programs, Inc. (the Contractor) agree to the terms and conditions of the County's Basic Interagency Agreement and this Agreement by signing below:

FOR CLARK COUNTY:

  
Mark McCauley, Acting County Manager

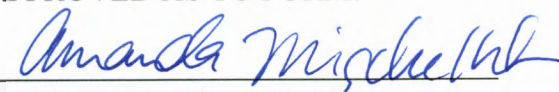
11/10/15  
Date

FOR THE CONTRACTOR:

  
Dennis Morrow, Executive Director

10/26/15  
Date

APPROVED AS TO FORM:

  
Deputy Prosecuting Attorney

**CDBG BUDGET SUMMARY**  
**JANUS YOUTH PROGRAMS, INC.**  
**THE NEST TENANT-BASED RENTAL ASSISTANCE PROGRAM**

| SOURCE                                  | AMOUNT                 |
|---|------------------------|
| <b>A CDBG Funds – Clark County</b>      | <b>\$30,000</b>        |
| <b>B CDBG/HOME Funds - City</b>         | <b>\$105,000</b>       |
| <b>C HOME - Clark County</b>            | <b>\$75,000</b>        |
| <b>D Community Funds - Clark County</b> | <b><u>\$18,645</u></b> |
| <b>TOTAL</b>                            | <b>\$228,645</b>       |

| Itemized Cost      |                              | Total Cost | A               | B         | C         | D         |
|--------------------|------------------------------|------------|-----------------|-----------|-----------|-----------|
| 1.                 | Rental Subsidies             | \$168,645  |                 | \$ 75,000 | \$ 75,000 | \$ 18,645 |
| 2.                 | Client Services              |            |                 |           |           |           |
| 3.                 | Case Mgmt. and Program Mgmt. | \$60,000   | <b>\$30,000</b> | \$30,000  |           |           |
| 4.                 | Project Operations           |            |                 |           |           |           |
| <b>TOTAL COSTS</b> |                              | \$228,645  | <b>\$30,000</b> | \$105,000 | \$75,000  | \$18,645  |

Match is 46% (\$105,000/\$228,645)

**STATEMENT OF WORK  
JANUS YOUTH PROGRAMS, INC.  
THE NEST TENANT BASED RENTAL ASSISTANCE PROGRAM**

**PROJECT DESCRIPTION**

The intent of this contract is to provide case management support to youth receiving rent payment assistance.

The County will provide Janus (the Contractor) with HOME funds for Janus The Nest Tenant-Based Rental Assistance (TBRA) program. The program provides up to two-years of rental subsidies to households where the head of household is a high-risk youth, between the ages of 18-25. Households will pay no more than 30% and no less than 10% of their income for rent. CDBG funds will specifically be used for tenant selection, Housing Quality Standards (HQS) inspections, negotiating with landlords, case management, periodic review of client qualifications, and management of tenant-based rental assistance associated with awarded Clark County HOME Investment Partnership Funds TBRA rental subsidy grants. Costs to be reimbursed are a portion of the salaries and benefits for The Nest program director, case managers, and/or support staff.

In consideration of the benefits to be derived from this Agreement, the County agrees to provide CDBG funds to the Contractor for case management of tenant-based rental assistance, as described herein and in the Contractor's proposal and according to the project budget and terms in this Agreement. The Contractor must have written policies in place for the TBRA program that are approved by Clark County. Policies must include procedures regarding tenant selection, tenant eligibility the HQS inspection process and case management. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

The Contractor's program staff shall provide up to two years of services to participants who are enrolled into the program, providing rent assistance and case management to qualified households. If the tenant opts not to participate in case management/self-sufficiency services, this cannot be grounds for terminating their rental assistance. However, renewal of the assistance can be conditioned on participation in the program.

**PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE**

1. Subject to its other provisions, the Period of Performance and the Contract Period are as shown on the Contract face sheet, unless changed in a Contract modification or the Contract is terminated as provided in the Basic Interagency Agreement or in this Contract.
2. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

**FUNDING ELIGIBILITY**

This project qualifies for CDBG funding under 24 CFR 570.201(k) Housing Services. This includes services such as housing counseling in connection with tenant-based rental assistance



(TBRA), inspections, tenant selection, management of TBRA, and other services related to assisting owners and tenants participating or seeking to participate in the TBRA program. The project is located within Clark County.

### **PROJECT BUDGET**

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

Any reduction in the total budget authority will be done after consultation with the Contractor and will require a modification of this Agreement. Any funds unspent at the end of the Agreement period will be retained by the County for allocation to another project.

### **PAYMENT PROVISIONS**

1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice by the 15<sup>th</sup> of each month, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
  - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
    - i. For direct costs, detail will include:
      - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
      - Other direct costs: vendor names, dates of service and amount.
    - ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
      - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
      - Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
    - iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.
  - b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or

work was funded by the County and by other parties.

- c. No administrative funds are being provided with this contract.
2. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
3. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.

**PROGRAM SCHEDULE  
JANUS YOUTH PROGRAMS, INC.  
THE NEST TENANT BASED RENTAL ASSISTANCE PROGRAM**

The Contractor shall plan and administer the project in accordance with the Project Schedule.

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ACTIVITY

COMPLETION DATE

Management of HOME-awarded TBRA Program

December 31, 2016



## **SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT**

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

### **ACCESS, MONITORING AND INSPECTIONS**

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

### **ADMINISTRATIVE REQUIREMENTS**

The Contractor shall comply with Title 2 of the Code of Federal Regulations.

### **ANTI-LOBBYING**

By signing this Agreement, the Contractor certifies that, to the best of its knowledge and belief:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be

included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **COMMENCEMENT OF PROJECT**

Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 (NEPA Environmental Review Procedures), no work on the project shall occur without a fully executed contract.

#### **CONFLICT OF INTEREST (24 CFR 570.611)**

##### **1. Applicability.**

- a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- b. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).

2. **Conflicts prohibited.** The general rule is that no persons described in paragraph 1 of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

3. **Persons covered.** The conflict of interest provisions of paragraph b. of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Agreement.

#### **CONTRACTOR REGISTRATION**

The Contractor shall keep current with DUNS registration, and the Contractor shall register with System for Award Management (SAM) <https://www.sam.gov/portal/public/SAM/>, in accordance with 48 CFR Part 4, Subpart 4.11.

### **COPYRIGHT**

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

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. This certification is required by the regulations set forth in 2 C.F.R. §180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,” as used in this clause, have the meanings set out in 2 C.F.R. §180.
2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by 2 C.F.R. §180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
  - (a) Checking the federal Excluded Parties List System (EPLS) at [sam.gov](http://sam.gov);
  - (b) Collecting a certification from the person or party; or
  - (c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in 2 C.F.R. §180.
4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee’s personnel file.

7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

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

- The Basic Interagency Agreement with Clark County;
- Contractor's proposal for CDBG funds;
- CDBG Program Policies and Procedures, as now established or hereafter amended;
- Current version of HUD income limits; and
- Environmental Review Record (ERR) for the project.

#### **DUPLICATION OF COSTS**

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

#### **EMPLOYMENT VERIFICATION PROGRAM**

1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

#### **ENTIRE AGREEMENT**

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

### **ENVIRONMENTAL REVIEW**

**National Environmental Policy Act and Related Laws and Authorities as Implemented.** Clark County has completed an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 CFR 58). The ERR is made part of this Agreement by reference. The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.

### **FAITH-BASED ACTIVITIES**

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

### **FISCAL AUDIT**

1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.
3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.



- 5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.
- 5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

#### **INSURANCE**

1. At the execution of this contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) Insurer or Business Owners Policy (BOP), or if materials for construction are present, a Builders All Risk Policy, all or either with broker of record, insurance limits(s), renewal dates, deductible less than or equal to \$5,000 unless authorized otherwise by Risk Management), and \$1,000,000 of annually renewing occurrence based coverage. A “Claims Made Policy” is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limit(s), to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsement(s) excluding nor limiting contractual liability or cross liability.
2. At the execution of this contract, and assuming vehicles are used in the Contractor’s business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by the Contractor. If vehicles are not used, on letterhead, a letter to Clark County must state the same. This coverage may be added to the above CGL, BOP, or Builders All Risk ACORD Form(s).
3. At the execution of this contract, Contractor shall provide proof of statutory workman’s compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers’ Compensation Division in the State of Washington. The Contractor will defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
4. It is the Contractor’s responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the Contract and to notify the County of any change in its insurance.
5. Additional Insured: The Contractor agrees to endorse Clark County as an “Additional



Insured” on the Commercial General Liability Policy (CGL), BOP, or Builders All Risk policies with the following, or similar endorsement providing equal or broader additional insured coverage, the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured – Owners, Contractor, or Subcontractor or the CG2010 07 04 Contractor or Subcontractor endorsement, including the “additional insured” endorsement of CG2037 10 01 Additional Insured – Owners, Contractor, or Subcontractor – Completed Operations, shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read “Clark County Washington”.

6. All insurers used must have an AM Best’s Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term “extended coverage.” All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.
7. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a “Follow Form” manner and Clark County Washington shall be listed and endorsed as an additional insured.

#### **INTERPRETATION OF CONTRACT**

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

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

#### **LEAD-BASED PAINT**

Housing assisted with CDBG funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR 35.

#### **NONDISCRIMINATION**

1. General. The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC

Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

2. Program Benefit. The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).
3. Fair Housing. The Contractor will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 – 3639). The Contractor’s website shall contain a link to the County’s Fair Housing information:  
<http://www.clark.wa.gov/commserv/fairhousing/index.html>.
4. Employment. In all solicitations under this Agreement, the Contractor will state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements will constitute compliance with this section.
5. The Contractor will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)
6. Contractors and Suppliers. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents

the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)

7. Limited English Proficiency. The agency shall take necessary and appropriate actions to assist clients with limited English proficient persons, Executive Order 13166 and the HUD Notice "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Federal Register, January 22, 2007 pages 2731- 2754).

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

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

#### **NONPARTICIPATION IN POLITICAL ACTIVITIES**

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

#### **NON-SUBSTITUTION FOR LOCAL FUNDING**

The Contractor shall not use funds provided under this Agreement to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

#### **PROJECT ADMINISTRATION AND COORDINATION**

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

#### **PUBLIC INFORMATION**

In all news releases and other public notices related to projects funded under this Agreement, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.

#### **RECORDS**

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



## **REPORTING**

1. The Contractor will submit quarterly progress reports. The reports will be due to the County on the 15<sup>th</sup> day after the end of the quarter, starting with the quarter in which the Contract was signed. The dates are:

|                         |  |
|-------------------------|--|
| 1 <sup>st</sup> Quarter | January, February, March - due April 15 <sup>th</sup>      |
| 2 <sup>nd</sup> Quarter | April, May, June - due July 15 <sup>th</sup>               |
| 3 <sup>rd</sup> Quarter | July, August, September - due October 15 <sup>th</sup>     |
| 4 <sup>th</sup> Quarter | October, November, December - due January 15 <sup>th</sup> |
2. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.
3. In addition to the records referred to in the Records Section of this Contract, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records will be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
4. The Contractor will provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
5. The Contractor will perform all necessary and appropriate community information activities as directed by the County.
6. The Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.

## **REQUIRED RECORDS**

1. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
3. Equal Opportunity – The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person:
  - Name of the household or person assisted;
  - Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
  - Racial/ethnic data (White, Black/African American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
  - The above racial/ethnic categories shall also document Hispanic or non-Hispanic;

- Gender data;
- Female head of household; and
- Disability

This is to show the extent people have participated in, or benefited from, the activities carried out under this Agreement.

The Contractor will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.

The Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.

4. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
5. Miscellaneous - Such other records as may be required by the County and/or HUD.

#### **RETENTION OF RECORDS**

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

1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
3. Any record with a longer retention schedule for purposes of public records disclosure required by the Revised Code of Washington (RCW).

#### **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR 570.208, until five years after expiration of the Agreement, or for a longer period of time as determined appropriate by the grant recipient; or
2. Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

#### **SECTION 3 – ECONOMIC OPPORTUNITIES**

1. The work to be performed under this Contract is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (hereafter "Section 3"), and the implementing regulations at 24 CFR 135 (Economic Opportunities For Low- And Very Low-Income Persons). 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.

2. As evidenced by its execution of this Contract, the Contractor certifies that it is under no contractual obligation or other impediment that would prevent it from complying with the Part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and shall 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 should contain: (1) the number of jobs and the job titles subject to hire, (2) availability of apprenticeship and training positions and qualifications for each; (3) the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.
4. The Contractor agrees to require this Section 3 clause in every subcontract subject to compliance with 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that a subcontractor is in violation of 24 CFR 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in to be in violation of 24 CFR 135.
5. By its signature to this Contract, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Noncompliance with 24 CFR 135 may result in sanctions, termination of this Contract, and debarment or suspension from future HUD-assisted contracts.

#### **TERMINATION**

1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both Appropriated and otherwise legally available for this Contract. The absence of Appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not Appropriated or available.

The County shall provide the Contractor with written notice of the failure of the County to make or receive an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or of the reduction of any Appropriation to an amount insufficient to permit



the County to pay its remaining obligations under the Contract.

2. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.