

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT: Community Services
DATE: 07/12/16
REQUESTED ACTION: That the County Manager approve a contract with Share, Inc. to partially fund a transitional housing program.
 Consent Hearing County Manager

BACKGROUND

This \$174,317 HOME grant-funded contract with Share, Inc. partially funds a transitional housing program named ASPIRE. The program will provide limited tenant-based rental assistance (TBRA) to low-income people in Clark County who are homeless or at-risk of homelessness.

Achieving Self-Sufficiency Personal Improvement and Resource Education (ASPIRE) provides case management, housing, resource education, and connection to supportive services in Clark County. This contract provides funding for rental subsidies.

As a participating jurisdiction, Clark County annually receives federal HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds can be used to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing.

- 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

A Request for Applications was published October 2014 for HOME Investment Partnerships Program funding. In March 2015, the Urban County Policy Board, in a public meeting, selected this program for funding. In April 2015, a newspaper advertisement described the project and requested public comment during a 30-day comment period. In May 2015, the project was presented to the Board of County Councilors for approval and public comment. No public comment was received, and the Board of County Councilors approved the project.

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.

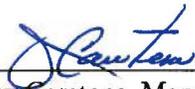
BUDGET DETAILS

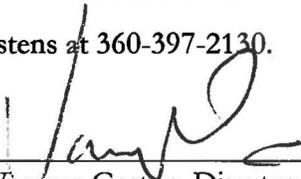
Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$174,317 (HUD HOME Grant M16-UC530204)
Account	Fund 1938 (HOME)
Company Name	Share, Inc. (Contract 2016-HOME-16H5)

DISTRIBUTION:

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

For questions please contact Michael Torres or Jay Carstens at 360-397-2130.

 7-12-16
 Jay Carstens, Management Analyst


 Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, County Manager

DATE: _____

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
Total	\$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
Total	\$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						
Total	\$0	\$0	\$0	\$0	\$0	\$0

CONTRACT #2016-HOME-16H5

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

SHARE, INC.

2306 NE Andresen Road, Vancouver, WA 98661

Program: ASPIRE Transitional Housing Program

Contract Period: Upon County Signature through December 31, 2017

Total Contract Amount \$174,317 - **Funding is subject to County's receipt of federal funds**

Funding Source: Fund 1938 - HOME Grant

Contractor DUNS Number: 167125579

CFDA Number: 14.239

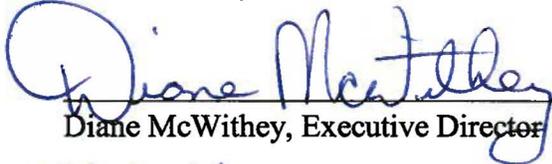
Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Diane McWithey 360-695-7658 x 3311 execdir@sharevancouver.org	Sherry Lowry 360-952-8217 accounting@sharevancouver.org	Kate Budd 360-397-2075 x 7832 kate.budd@clark.wa.gov	John Jokela 360-397-2075 x 7883 john.jokela@clark.wa.gov

Clark County, hereinafter referred to as the "County" and Share, Inc., hereinafter referred to as the "Contractor" agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

FOR SHARE, INC.:

Mark McCauley, County Manager


Diane McWithey, Executive Director

Date

7-6-16
Date

APPROVAL AS TO FORM ONLY:


Deputy Prosecuting Attorney

**HOME BUDGET SUMMARY
SHARE, INC.
ASPIRE TRANSITIONAL HOUSING PROGRAM**

	SOURCE	AMOUNT
A	HOME Funds – Clark County*	\$174,317
B	CDBG Funds - Clark County	\$0
C	CDBG/HOME Funds - City	\$273,814
D	Clark County Community Funds, CHG, ESG programs	\$484,568
E	Federal McKinney, HUD, AFI	\$157,692
F	Private Funds	\$47,670
	TOTAL	\$1,138,061

Itemized Cost		Total Cost	A*	B	C	D	E	F
1.	Rental Subsidies	\$538,131	\$174,317		\$223,814	\$30,000	\$110,000	
2.	Client Services	\$33,392				\$32,154	\$1,238	
3.	Case Mgmt. and Program Mgmt.	\$414,711		\$0	\$50,000	\$307,552	\$38,459	\$18,700
4.	Project Operations	\$57,641				\$48,884	\$1,000	\$7,757
5.	Administration	\$94,186				\$65,978	\$6,995	\$21,213
TOTAL COSTS		\$1,138,061	\$174,317	\$0	\$273,814	\$484,568	\$157,692	\$47,670

* The anticipated Total Contract Amount is \$174,317, but funding is initially limited to \$0.00. Thereafter, funds may be available to the Contractor subject to Clark County's receipt of HOME grant funding from HUD. The County will notify Contractor in writing when funds are available.

**STATEMENT OF WORK
SHARE, INC.
ASPIRE TRANSITIONAL HOUSING PROGRAM**

1. PROJECT DESCRIPTION

- 1.1. The intent of this contract is to provide rent payment assistance to households who are homeless or at-risk of homelessness.
- 1.2. All funds used for rental housing shall assist households who have an annual income that is 60% of the area median income or less.
- 1.3. The County will provide Share, Inc. (the Contractor) with HOME funds for the ASPIRE Housing program through Tenant Based Rental Assistance (TBRA). The program provides time limited rental assistance to households who are literally homeless or at-risk of homelessness per The U.S Housing and Urban Development (HUD) definition and have an annual income that is 60% of the area median income or less. Households will pay no more than 30% and no less than 10% of their income for rent. Recertification of household eligibility, including income re-determination and Housing Quality Inspection must occur at least annually. The Contractor will specifically use HOME funds for rental assistance only.
- 1.4. In consideration of the benefits to be derived from this Agreement, the County agrees to provide HOME funds to the Contractor for 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 tenant selection procedures and eligibility requirements. 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.
- 1.5. The Contractor's program staff shall provide of support services in tandem with rent assistance to participants who are enrolled into the program. If a tenant opts not to participate in case management/self-sufficiency services, this may not be grounds for terminating their rental assistance. However, renewal of the assistance can be conditioned on participation in the self-sufficiency program.
- 1.6. The Contractor shall provide the following services in accordance with Clark County's HOME policies and procedures, TBRA Chapter:
 - 1.6.1. Work with the Council for the Homeless' Housing Solutions Center to receive new participants for the program in accordance with the criteria in the ASPIRE Policies and Procedures Manual. The HSC may be the only form of entry into the ASPIRE TBRA program.
 - 1.6.2. The Contractor shall use the CPD Income Eligibility Calculator, available at <https://www.onecpd.info/incomecalculator/>, for

calculating gross income, adjusted income, and total tenant payment amounts. Additional information can be found in the Technical Guide for Determining Income and Allowances for the HOME Program, Third Edition, January 2005. Only HUD Section 8 program options shall be used.

1.6.3. Current HUD HOME income limits for Clark County may be found at <http://www.clark.wa.gov/cdbg/documents.html>.

1.6.4. Enter client level demographic and service data in the Clark County HMIS System administered by the Council for the Homeless in a timely manner.

2. AFFORDABILITY / HOME RENTS

2.1. The Contractor must rely on HUD's market analysis by adopting a payment standard based upon the Section 8 Existing Housing Fair Market Rent (FMR). Using this method, the payment standard for each unit size may be no less than 80 percent of the published FMR on the Clark County HOME web page, and no more than the published FMR or HUD-approved community-wide exception rent in effect when the PJ adopts its payment standard. The HOME rents are published annually and tenant rents must be adjusted accordingly.

2.1.1. HOME guidelines may allow for exceptions to the FMR restrictions with prior written County approval.

2.2. The tenant's total contribution is intended to cover both rent and utilities. Only utility allowances prepared by the Vancouver Housing Authority shall be used. The contractor must provide rent payments to third party landlord's as well as a utility payment to the utility company on behalf of the tenant.

2.3. The Contractor shall, on an annual basis, collect, review and maintain tenant income information to re-determine household eligibility.

3. CONTRACT PERIOD

3.1. Subject to its other provisions, the contract period is shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the contract period.

3.2. The Contractor shall have an additional 30 days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

4. BUDGET

4.1. The County intends to provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the program described above. The use of these funds shall be expressly limited to the activities described in this Contract.

- 4.2. Funding is initially limited to \$0.00. Thereafter, funds may be available to the Contractor subject to Clark County's receipt of funding from HUD. The County will notify Contractor in writing when funds are available.
- 4.3. The Contractor will apply the funds received from the County under this contract in accordance with the Budget Summary and the Statement of Work.
- 4.4. Any funds unspent at the end of the Contract period will be retained by the County for allocation to another HOME project.

5. PAYMENT PROVISIONS

5.1. Cost Reimbursement

5.1.1. The County will pay the Contractor on a cost reimbursement basis for:

5.1.1.1. Rent and/or utility payments paid on behalf of a client

5.1.1.2. Security deposit grants (no more than two times the monthly rent - paid directly to landlord)

5.1.1.3. Unit inspections

5.1.1.4. Tenant income determination/ redetermination

5.1.2. Contractor shall submit a signed and numbered invoice by the 15th of each month following the month services were provided that includes the Contractor's name, address, contract number, month of service, Statement of Work number, and a payment request form.

5.1.2.1. To receive payment for cost reimbursement, the Contractor shall submit a summary of expenses incurred, accompanied by general ledger detail if available, otherwise copies of original receipts must be provided.

5.1.2.1.1. If there are direct costs, detail shall include:

5.1.2.1.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;

5.1.2.1.2. Other direct costs: vendor names, dates of service and amount.

5.1.2.1.2. If the Contractor allocates costs, a copy of an allocation method or plan shall be submitted to the Department of Community Services Finance Staff for approval prior to the first invoice being

reimbursed. Approval will be made 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:

5.1.1.2.1. A Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or;

5.1.1.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

5.1.2.3. No administration costs are allowed under this Contract.

5.1.3. When submitting an invoice the Contractor shall also include a report listing vendor names, dates, description and amount of service, and tenant HMIS numbers.

5.1.4. Invoices shall also include a quarterly summary of program progress and accomplishments, an end of contract report and other required documentation.

5.2. Contractor may not charge any fees for participation in the rental assistance program.

5.3. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

6. REPORTING

6.1. The Contractor will submit quarterly progress reports. The reports will be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.

6.2. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.

6.3. 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.

6.4. 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.

- 6.5. The Contractor will perform all necessary and appropriate community information activities as directed by the County.
- 6.6. The Contractor is asked to report on funds used as “leverage” in the implementation of this program, and while match is not required, the Contractor is expected to carry out the objectives anticipated in the RFA. In the contract-end report, Contractor should report case sources and in-kind leveraging costs.

**SPECIAL TERMS AND CONDITIONS
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**

1. The County is a participating jurisdiction applicant for HOME Investment Partnerships Program funds under the Cranston-Gonzalez National Housing Affordable Housing Act of 1990 (the Act), Pub. L. 93-383, as amended, and receives HOME funds for the purpose of carrying out eligible housing activities under the Act and under regulations issued by the Department of Housing and Urban Development (HUD) under 24 C.F.R. §92. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential 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.

2. **ACCESS, MONITORING AND INSPECTIONS**

In addition to the monitoring requirements in the County Basic Interagency Agreement, and so that the County can comply with 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 Contract 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 Contract 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 Contract.

3. **ANTI-LOBBYING**

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

- 3.1. 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;
- 3.2. 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

- 3.3. 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.
- 3.4. 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.

4. CLAIMS OR DAMAGES

The County is not liable for claims or damages arising from the Contractor's performance of this Contract.

5. CONFLICT OF INTEREST

- 5.1. The Contractor shall ensure that no employee, agent, consultant, elected or appointed official, or officer who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.
- 5.2. No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in §92.252(e) or §92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

6. **CONTRACTOR REGISTRATION**

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

7. **COPYRIGHT**

If this Contract 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.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 8.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 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 Title 2 CFR Part 180.995.
- 8.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 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.
- 8.3. 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:
 - 8.3.1. Checking the federal Excluded Parties List System (EPLS) at sam.gov
 - 8.3.2. Collecting a certification from the person or party; or
 - 8.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
- 8.4. 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.
- 8.5. 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.

- 8.6. 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.
- 8.7. 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.

9. 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:

- 9.1. The Basic Interagency Agreement with Clark County
- 9.2. Contractor's Clark County HOME Application
- 9.3. Clark County HOME Policies and Procedures
- 9.4. Current version of HUD income limits
- 9.5. Environmental review record (ERR) for the project
- 9.6. Janus The Nest II Program Policies and Procedures
- 9.7. U.S. Department of Housing and Urban Development HOME Grant M16-UC530204, as amended.

10. DUPLICATION OF COSTS

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

11. EMPLOYMENT VERIFICATION PROGRAM

- 11.1. 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.

11.2. 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.

11.3. 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.

11.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

12. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract 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 Contract does not constitute a waiver of the provisions of this Contract.

13. ENVIRONMENTAL REVIEW

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 at 24 C.F.R. §58 and 24 C.F.R. §92.352. If applicable, the Contractor shall ensure that all activities related to this Agreement are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.

14. FAITH-BASED ACTIVITIES

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

15. FISCAL REQUIREMENTS

15.1. The Contractor is required to comply with Generally Accepted Accounting

Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.

- 15.2. The requirement in section 18.1 may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.
- 15.3. The Contractor shall adhere to 2 C.F.R. Part 200 for cost principles and federal award requirements.
- 15.4. If the Contractor (1) expends \$750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Title 2 C.F.R §200.508.
- 15.5. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
- 15.6. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
 - 15.6.1. Non-Profit Contractors and Public Entities - The audit report must meet Title 2 C.F.R §200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R §200 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. Title 2 C.F.R §200 audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 - 15.6.2. 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.

- 15.7. If applicable, the Contractor shall include a Corrective Action Plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.
- 15.8. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 15.8.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 15.8.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 15.8.3. Public Entities are exempt from the semi-annual financial reporting requirement.

16. HOUSING QUALITY STANDARDS

Housing that is assisted with HOME funds shall, at a minimum, meet the housing quality standards of 24 CFR 982.401 on an annual basis. Costs of unit inspections may be billed through this contract.

17. HUD SECTION 3 REQUIREMENTS (this section applies if the total contract amount is \$100,000 or more)
 - 17.1. 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 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.
 - 17.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - 17.3. 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 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.

- 17.4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 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 the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 17.5. By 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 part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 17.6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- 17.7. 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 contract. 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 contract 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).

18. INSURANCE

- 18.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, 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 limits, 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 endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

- 18.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy 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 the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured - Owners, Contractor - Completed Operations, which 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".
- 18.3. 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 Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 18.4. 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.

19. 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:

- 19.1. Applicable federal and state statutes and regulations, including current version of HUD income limits and Fair Market Rent Limits
- 19.2. Special Terms and Conditions contained in this Contract
- 19.3. Statement(s) of Work in this Contract
- 19.4. Exhibits or attachments indicated in this Contract
- 19.5. HOME Program Policies and Procedures, as now established or hereafter amended

19.6. The Basic Interagency Agreement with Clark County

19.7. Contractor's proposal for HUD funds

19.8. Any other material incorporated herein by reference

20. LEAD-BASED PAINT POISONING

Housing assisted with HOME 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 C.F.R. §35.

21. NONDISCRIMINATION

21.1. 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 C.F.R. 570.601.

21.2. 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).

21.3. 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>.

- 21.4. **Employment.** In all solicitations under this Contract, 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.
- 21.5. The Contractor will not discriminate against any employee or applicant for employment in connection with this Contract 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 Contract 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.)
- 21.7. **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).
- 21.8. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the Contract 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/ftheo/promotingfh/928-1.pdf> and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.
- 21.9. **Violence Against Women Reauthorization Act of 2013:** The Contractor shall bar eviction and termination due to a tenant’s status as a survivor, and require landlords to maintain survivor-tenant confidentiality. The Contractor shall not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence based solely on criminal activity related to an act of domestic violence committed against them. The Contractor shall allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a tenant or lawful occupant. If the victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. This protection is for victims, affiliated individual, or intimate partner of sexual assault, domestic violence, dating violence, or stalking. Violence Against Women Reauthorization Act of 2013 (Public Law 113-4, 127 Stat. 54).

21.10. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by this Agreement with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. The HUD Notice 928-1 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 as attached provide such information.

22. NONPARTICIPATION IN POLITICAL ACTIVITIES

The Contractor agrees that no funds provided, nor personnel employed under this Contract, 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.

23. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract 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.

24. OPERATING BUDGET

The Contractor will apply the funds received from the County under this Agreement in accordance with the Budget Summary, as amended.

25. 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 HOME Investment Partnership Program.

26. 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 C.F.R. 570.506 (Records to be maintained).

27. REQUIRED RECORDS

27.1. Financial Management - Such records will identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

27.2. 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.

- 27.3. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.
 - 27.3.1. Name of the household or person assisted;
 - 27.3.2. 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));
 - 27.3.3. 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);
 - 27.3.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
 - 27.3.5. Gender data;
 - 27.3.6. Female head of household; and
 - 27.3.7. Disability
 - 27.3.8. 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.
 - 27.3.9. 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.
- 27.4. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.
- 27.5. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
 - 27.5.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - 27.5.2. Notice of Intent to Acquire the Property - A copy of the notice, citation

of the date of transmittal to owner, and evidence of receipt by the owner.

- 27.5.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - 27.5.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
 - 27.5.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
 - 27.5.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - 27.5.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
 - 27.5.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
 - 27.5.9. Settlement Cost Reporting Statement - A copy of the statement.
 - 27.5.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
 - 27.5.11. Ninety Days' Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
 - 27.5.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.
- 27.6. Miscellaneous - Such other records as may be required by the County and/or HUD.

28. RETENTION OF RECORDS

Required records will be retained for at least a period of six (6) years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- 28.1. 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.

- 28.2. 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.
- 28.3. Any record with a longer retention schedule for purposes of public records disclosure required by the Revised Code of Washington (RCW).

29. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

30. TENANT PROTECTION

A tenant lease may **not** contain any of the following provisions:

- 30.1. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
- 30.2. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law
- 30.3. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent
- 30.4. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant
- 30.5. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties
- 30.6. Agreement by the tenant to waive any right to a trial by jury
- 30.7. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

- 30.8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses

31. TERMINATION

- 31.1. 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.
- 31.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
- 31.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 31.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar days 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.
- 31.3. Disposition of Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- 31.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

32. WAIVER OF DEFAULT

If the County waives any breach of this Contract by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Contract by the Contractor.