

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 10/19/15

**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 \$75,000 contract funds a rental payment assistance program for youth who are homeless or at risk of becoming homeless. Clark County will provide Janus Youth Programs, Inc. with HOME funds (a HUD grant) for a Tenant Based Rental Assistance (TBRA) program. The program will provide up to two-years of rental subsidies to households where the head of household is a high-risk individual between the ages of 18-25.

- 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	\$75,000
Account	Fund 1938 (HUD HOME funds)
Company Name	Janus Youth Programs, Inc. (Contract 2015-HOME-15H2)

**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

  
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Jay Carstens, Management Analyst

  
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Vanessa Gaston, Director

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

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

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

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

DATE: 10/26/15

**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  
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

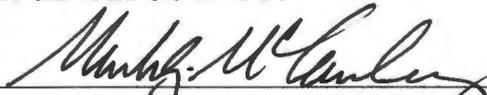
**Program/Services Being Funded:** **Janus The Nest  
Tenant Based Rental Assistance Program**

Period of Performance: Upon County signature – December 31, 2016  
 Contract Period: Upon County signature – January 31, 2017  
 Budget Authority: \$75,000  
 Funding Source: Federal - HUD (CFDA #14.239)  
 Contractor DUNS Number: 103023214

CONTRACTOR PROGRAM CONTACT	CONTRACTOR FISCAL CONTACT	COUNTY PROGRAM CONTACT	COUNTY FISCAL CONTACT
Scott Conger 503-901-7970 <a href="mailto:sconger@janusyouth.org">sconger@janusyouth.org</a>	Heather Hamilton 503-542-4619 <a href="mailto:hhamilton@janusyouth.org">hhamilton@janusyouth.org</a>	Kate Budd 360-397-2075 ext. 7832 <a href="mailto:kate.budd@clark.wa.gov">kate.budd@clark.wa.gov</a>	John Jokela 360-397-2075 ext. 7883 <a href="mailto:john.jokela@clark.wa.gov">john.jokela@clark.wa.gov</a>

Clark County (the County) and Janus (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

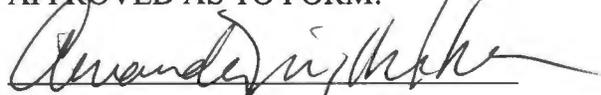
10/26/15  
 Date

FOR THE CONTRACTOR:

  
 Dennis Morrow, Executive Director

10/24/15  
 Date

APPROVED AS TO FORM:

  
 Deputy Prosecuting Attorney

**HOME BUDGET SUMMARY  
 JANUS YOUTH PROGRAMS, INC.  
 THE NEXT TENANT BASED RENTAL ASSISTANCE PROGRAM**

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

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

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

**PROJECT DESCRIPTION**

The intent of this contract is to provide rent payment assistance to youth, ages 18-25 who are homeless or at-risk of homelessness.

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. The Nest will also provide case management to participants and assists them in finding permanent housing after two years or less in the program. The Contractor will specifically use HOME funds for rental subsidy grants.

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. 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 a 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 self-sufficiency program.
2. The Contractor shall provide the following services in accordance with Clark County's HOME policies and procedures, TBRA Chapter:
  - A. Work with the Council for the Homeless' Housing Solutions Center to receive new participants for the program in accordance with the criteria in The Nest Policies and Procedures Manual.
  - B. Calculate and pay rent for qualified participants. 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.
  - C. Current HUD income limits for Clark County may be found at <http://www.clark.wa.gov/cdbg/documents.html>.

D. Enter client level demographic and service data in the Clark County HMIS System administered by the Council for the Homeless.

**AFFORDABILITY / HOME RENTS**

The contractor may 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.

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 may make a rent payment to the property owner as well as a utility payment to the utility company on behalf of the tenant.

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

Services must be provided and billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

**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 HOME project.

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

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.

**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.

**ACCESSIBILITY**

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities (Federal Register October 24, 2008 Page 63610 or 24 C.F.R. § 100).

New construction or rehabilitation projects shall have a minimum of five percent of the total project units (but not less than one) accessible to persons with mobility impairments and an additional two percent minimum of the units (but not less than one) accessible to persons with sensory impairments.

**ADMINISTRATIVE REQUIREMENTS**

The Contractor shall comply with 2 CFR Part 200.

**CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the Contractor, a Member of Congress, an officer or employee 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 the Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 C.F.R. §Part 58 (Environmental Review Procedures), the County will furnish the Contractor with written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the County.

#### **CONFLICT OF INTEREST**

1. Interest of Officers, Employees, or Agents. 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.
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.

### **COPYRIGHT**

If this Agreement results in any copyright material, the 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 at 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 Title 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 Title 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 Clark County HOME Project Application
- Clark County HOME Policies and Procedures
- Current version of HUD income limits
- 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 Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, 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. Both 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.

### **ENVIRONMENTAL REVIEW**

1. **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 at 24 C.F.R. §58 and 24 C.F.R. §92.352. 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.
2. **Satisfaction of Environmental Requirements.** Project execution under this Agreement by the County or the Contractor shall not proceed until satisfaction of all applicable NEPA requirements.
3. **Historic Preservation.** The Contractor will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 C.F.R. §800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to the requirements set forth in the HUD Environmental Review Procedures at 24 C.F.R. §58.

### **FAITH-BASED ACTIVITIES**

The Contractor shall comply with the requirements of 24 C.F.R. §92.257 and shall ensure that funds provided under this Agreement shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

### **FIRE PROTECTION AND SAFETY STANDARDS**

Any HOME housing assistance including multi-family housing units of less than four stories and single family housing shall be protected by a hard-wired or battery operated smoke detector installed in accordance with NFPA 72. Section 31(e) of the Fire Administration Authorization Act of 1992 (P.L. 102-522) provides that the Federal requirements mandated by the Act shall apply, unless the State or local jurisdiction in which the property is located has more stringent prevention and control standards.

### **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.

### **HOUSING QUALITY STANDARDS**

1. Housing that is assisted with HOME funds shall, at a minimum, meet the housing quality standards of 24 C.F.R. §982.401. In addition, housing that is newly constructed or substantially rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances.
2. Housing rehabilitated with HOME funds shall meet all applicable local codes for rehabilitation, and the Clark County Housing Rehabilitation Policies and Procedures and General Conditions and Standards.
3. The following are considered suitable for HOME-assisted housing: built in dishwasher, washer/dryer, refrigerator, stove, air conditioner, and furnace. Blinds, draperies, furniture, lamps, icemakers, stand-alone freezers, jetted bathtubs, and other such items are not eligible for HOME funding.

### **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. The Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain a professional Errors and Omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a

minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project.

5. The Contractor shall purchase and maintain fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
6. 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.
7. 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".
8. 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.
9. 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.
10. Clark County Washington reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.

11. The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the Contract total budget authority. The insurance must be secured for the term of the contract and must name the County as “Additional Insured”. The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
12. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County, and shall be in an amount not less than the amount of CDBG funds provided under this agreement.
13. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.

#### **INTERPRETATION OF CONTRACT**

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

- Applicable federal and state statutes and regulations
- Special Terms and Conditions contained in this Agreement
- Statements of Work in this Agreement
- Exhibits or Attachments indicated in this Agreement
- Contractor’s Clark County HOME Project Application
- The Basic Interagency Agreement with Clark County
- Current version of HUD income limits
- Any other material incorporated herein by reference

#### **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.

#### **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; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Age Discrimination Act of 1975; Architectural Barriers Act of 1968; Americans with Disabilities Act; 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. Specifically, the

Contractor is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 C.F.R. §6.

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; Title II of the Cranston-Gonzales National Affordable Housing Act; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and the Rehabilitation Act of 1973 as amended).
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 as amended, Executive Order 11063, as amended by Executive Order 12259, implemented at 24 C.F.R. §107.) The Contractor's website shall contain a link to the County's Fair Housing information: <http://www.clark.wa.gov/commserv/fairhousing/index.html>. The contractor will also ensure that the Equal Housing Opportunity notice is posted in the leasing office and include the Equal Housing Opportunity logo in information or advertisements for this project.
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. Limited English Proficiency. The Contractor 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).
6. Section 3
  - 6.1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (hereafter "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.
  - 6.2. The Contractor shall comply with HUD's regulations in 24 C.F.R. §135, which implement Section 3. As evidenced by its execution of this Agreement, the Contractor certifies that it is under no contractual obligation or other impediment that would prevent it from complying with the Part 135 regulations.
  - 6.3. 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.

- 6.4. The Contractor agrees to require this Section 3 clause in every subcontract subject to compliance with 24 C.F.R. §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 C.F.R. §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 C.F.R. §135.
  - 6.5. By signature to this Agreement, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. §135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. §135.
  - 6.6. Noncompliance with 24 C.F.R. §135 may result in sanctions, termination of this Agreement, and debarment or suspension from future HUD-assisted contracts.
7. 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).
  8. 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.

**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 (USC Title V, Chapter 15).

**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.

**OPERATING BUDGET**

The Contractor will apply the funds received from the County under this Agreement in accordance with the Budget Summary. Any itemized cost category expenditure subtotal that will exceed 10% of its allocated HOME funding will require an Agreement modification. Requests for budget revisions will be in writing and will specifically state the reasons for the requested increase and, if applicable, a justification for the corresponding decrease in another category.

**OPERATION/MAINTENANCE**

The Contractor agrees to maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose.

**PAYMENT PROVISIONS**

The County shall pay the Contractor for providing the services described in the Statement(s) of Work, in accordance with the following provisions:

1. Contractor shall submit a signed and numbered invoice by the 15<sup>th</sup> 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.

The Contractor shall also submit vendor names, dates and amount of service, and tenant HMIS number.

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

2.1. If applicable to the Statement of Work, for direct costs the detail will include:

2.1.1. Salaries and benefits: Names of employees, salary and benefits paid, and dates;

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

2.2. If the Contractor allocates costs, a copy of an allocation method or plan shall be

submitted to the Department of Community Services Finance Staff 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:

- 2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
  - 2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
3. The County will pay the Contractor on a cost reimbursement basis for:
    - Rent and/or utility payments paid on behalf of a client,
    - Security deposit grants (no more than two times the monthly rent - paid directly to landlord),
    - Unit inspections
    - Tenant income determination/ redetermination;
  4. Match: Contractors are asked to report on funds they used as “leverage” in the implementation of this program, and while match is not required for this funding source, the Contractor is expected to carry out the objectives anticipated in the RFA. In the contract-end report, the Contractor should report case sources and in-kind leveraging costs.
  5. The County will make payment to the Contractor as soon as practicable but not more than 15 days after said invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
  6. A quarterly summary of program progress and accomplishments, and other required documentation will be required.
  7. Contractor may not charge any fees for participation in the rental assistance program.
  8. 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. In the event that the County needs to adjust the stated budget amounts specified in the Statements of Work of this Contract, the Contractor grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of the Contractor.

### **PROCUREMENT**

The project was funded by the Urban County Policy Board based on the information supplied in the Contractor’s HOME Project Application submitted in response to the 2015 HOME RFA.

In awarding contracts pursuant to this Agreement, the Contractor will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor’s bonds, and retained percentages. In addition, the

Contractor will comply with the Uniform Administrative Requirements as described in 24 C.F.R. §92.504 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.

**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.

**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 Agreement, in accordance with 24 C.F.R. §92.508.

**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 Agreement was signed. The dates are:

- 1<sup>st</sup> Quarter      January, February, March - due on April 15th
- 2<sup>nd</sup> Quarter     April, May, June - due on July 15th
- 3<sup>rd</sup> Quarter     July, August, September - due on October 15<sup>th</sup>
- 4<sup>th</sup> Quarter     October, November, December - due on January 15th

- 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. 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.
- 4. The Contractor will perform all necessary and appropriate community information activities as directed by the County.
- 5. Reports (including financial reports) that enable the County to determine the financial condition and continued financial viability for rental projects with more than 10 units.
- 7. 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 2 C.F.R. §200. 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 or applied;
  - 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);
  - Hispanic or non-Hispanic for the above racial/ethnic categories;
  - Gender data;
  - Female head of household; and
  - Disability status.

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 and provide 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.

4. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Agreement.

#### **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 (RWC).

#### **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.

## **TENANT PROTECTION**

1. The written lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by express mutual agreement between the tenant and the owner, and may not contain any of the provisions enumerated at 24 C.F.R. §92.253 (Tenant and Participant Protections). The Contractor shall adopt a written tenant selection policy and criteria that meets the requirements of 24 C.F.R. §92.253.
2. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds due to an increase in tenant income. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of the tenancy.
3. Rental project owners are prohibited from charging fees that are not customarily charged in rental housing, except that rental owners may charge reasonable application fees to prospective tenants, parking fees (only if such fees are customary for rental housing projects in the neighborhood) and fees for services, as long as the services are voluntary and fees are charged for services provided.
4. The written lease may **not** contain any of the following provisions:
  - a. 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;
  - b. 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;
  - c. 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;
  - d. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
  - e. 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;
  - f. Agreement by the tenant to waive any right to a trial by jury;
  - g. 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;

- h. 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; and,
- i. Agreement by the tenant to participate in mandatory supportive services.

#### **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.