



Community, Housing, and Human Services Department (CHHS)

REQUEST FOR PROPOSALS

TBRA-CV RENT ASSISTANCE TO RENTERS HAVING COVID-RELATED FINANCIAL HARDSHIP



June 4, 2020

CHHS CONTACT INFORMATION

Community, Housing, and Human Services Department (CHHS): <https://my.spokanecity.org/chhs/>

Mailing Address: City of Spokane
Community, Housing, and Human Services Department
808 W. Spokane Falls Blvd
Spokane, WA 99201

RFP Coordinator: Paul Trautman, Program Manager

Email Inquiries: CHHSRFP@spokanecity.org

Interested applicants are encouraged to contact CHHS with questions or for technical assistance. Please submit all questions or requests for technical assistance to the email address above.

ESTIMATED TIMELINE OF RFP ACTIVITIES

When	What	Who
June 4, 2020	Announcement of Request for Proposals	City CHHS Department
June 11, 2020 at 3 PM	WebEx Technical Assistance Workshop *Direct your browser to this WebEx Meeting Room: https://spokanecity.webex.com/join/ptrautman *Or email ptrautman@spokanecity.org for invitation *Or Join By Phone: 1 (408) 418-9388 Access Code: 967 978 288	City CHHS Department
June 16, 2020 at 5:00 PM	Applications Due	City CHHS Department
June 19, 2020 (estimated)	Funding Award	City CHHS Department
<i>The City reserves the right to revise the above schedule. Changes to this schedule will be posted on the Community, Housing, and Human Services Department website https://my.spokanecity.org/chhs/</i>		

INTRODUCTION

PURPOSE AND BACKGROUND

HUD has encouraged HOME program funding recipients like the City of Spokane to quickly implement limited time Tenant Based Rent Assistance (TBRA) rent payment(s) to low-income renters temporarily unable to pay rent due to financial hardship due to COVID-19. Approximately \$500,000 TBRA-CV funds are available under this RFP to pay program delivery cost and certain residential rent on behalf of qualified renters until the earlier of TBRA-CV funds exhausted or December 31, 2020. The City of Spokane, through its Community, Housing, and Human Services (CHHS) Department (hereinafter “City”)

is initiating this Request for Proposals (RFP) to solicit applications for HOME TBRA-CV program delivery services including:

- identify priority renters residing within the City of Spokane having financial hardship due to COVID-19
- document eligible renter
- document eligible rental unit
- determine appropriate rent payment(s)
- make rent payment(s) directly to landlords of eligible renters

ELIGIBLE RFP APPLICANTS

Eligible applicants include:

- Governmental entities serving households within the City of Spokane
- Quasi-Governmental entities serving households within the City of Spokane
- Public and private nonprofit organizations, including faith based organizations

Additionally, applicants must be able to demonstrate the legal, financial, and programmatic ability to administer the proposed project and meet the City contracting requirements, such as: insurance thresholds, audit and financial requirements, and business licensing requirements (see Agreement Terms section). All successful applicants (Subrecipient) must have a Dun and Bradstreet Universal Numbering System (DUNS) number before project implementation and an active System for Award Management (SAM.gov) account.

Please note: No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with contracts or agreements that may result from the RFP because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

FUNDING

Up to \$500,000 HOME (CFDA #14.239) funds are anticipated as total funding for program delivery and rent assistance expenses. Supplemental amounts of public or private funds may be later added on a funds available basis. Any new contracts or agreements or amendments to existing contracts awarded as a result of this procurement are contingent upon the availability of funding. Cost may be an evaluation factor.

PERIOD OF PERFORMANCE

Organizations awarded funding through this RFP will receive a funding commitment with a period of performance beginning the contract award date as provided in writing by the City and ending the earlier of December 31, 2020 or when contracted funds are exhausted plus up to two (2) weeks for project delivery closeout.

RISK ASSESSMENT

The applicant will indicate if they have completed a CHHS Risk Assessment within the last 12 months. Any selected applicant must complete an updated CHHS Risk Assessment prior to contacting. The risk assessment determines how prepared the applicant is to administer public funds. Four categories are assessed through this evaluation including management systems, the results of prior audit reports and monitoring events, financial stability, and performance history. Special award conditions may be imposed as a result of the risk assessment and associated risk determination. Failure to provide applicable supporting documentation will affect the risk determination. The risk determination will influence the CHHS Department's monitoring and technical assistance plan. Subrecipient organizational risk may be reassessed throughout the period of performance.

TBRA-CV TEMPORARY RENT ASSISTANCE

DESCRIPTION

The purpose of this grant is quickly implementing limited time rent payment(s) to low-income (less than 60% AMI) renters who are temporarily unable to pay rent due to financial hardship due to COVID 19.

ELIGIBLE RENTERS

- Renter is not a student household, which is a household having a full-time or part-time student unless that student is a member of an income-eligible household, not a dependent member of another household (emancipated youth), a US Military veteran, married, has a dependent child, or is disabled section 8 recipient.
- Renter household has completed and signed a self-certification form (see attachment) stating that their gross annual income is at/below 60% AMI (see attachment) and income or employment was lost due to COVID.
- Renter currently resides in residential housing where all or some portion of rent that was due between 2/29/2020 through 12/31/2020 is unpaid.

PRIORITY RENTERS

- Provide first priority rent assistance for rental units having no unpaid rent as of March 1, 2020 and where at least 25% of rent due between March 1, 2020 and May 31, 2020 has been paid by the renter and/or forgiven by the landlord.
- Provide second priority rent assistance for rental units having no unpaid rent as of March 1, 2020 and where at least 10% of rent due between March 1, 2020 and May 31, 2020 has been paid by the renter and/or forgiven by the landlord.
- Provide third priority rent assistance for rental units having no unpaid rent as of March 1, 2020.
- In all cases, the renter must meet one of these 3 priorities and self-certify loss of household income or employment due to COVID (see Eligible Renters).

ELIGIBLE RENTAL UNIT

- Unit is located inside Spokane City Limits.
- Visual inspection identifies no defective paint if unit constructed prior to 1978.
- The rental unit is currently occupied by the household requesting TBRA-CV funds.
- Owner executes a rental "TBRA-CV Rental Assistance Contract" (draft attached)

ELIGIBLE RENT

- Rent amounts otherwise not paid to or forgiven by the landlord for Eligible Renter's occupancy of their Eligible Rental Unit.
- The rent amount not paid cannot occur prior to the February 29, 2020 Governor's COVID State of Emergency proclamation.
- The rent amount not paid excludes any rent payment or partial payment: made by the renter, made from public funds on behalf of the renter, and/or forgiven by the landlord.
- Eligible rent excludes any fee, fine, penalty, or deposit.
- Rent payments must be made directly to the landlord.

ELIGIBLE EXPENSES

Eligible expenses include reimbursement of actual rent payments, Subrecipient staffing, materials, and overhead costs including:

Administrative Costs

- General administrative costs
- Reasonable indirect costs

Program Delivery Costs

- Actual staff and materials costs to visually inspect unit paint condition and document eligible renters residing within the City of Spokane having financial hardship due to COVID-19
- Actual staff costs to deliver to the City the following mandatory items determining TBRA-eligible renters:
 - prepare staff and forms to document eligibility
 - confirm rental unit is located within City of Spokane
 - collect and review renter's signed self-certification of a) permanent/temporary loss of employment or income due to COVID and b) gross income of all occupants of renter household when including employment, unemployment, and/or emergency monetary benefit but excluding the one-time federal COVID stimulus payment.
 - compare renter's gross income of all occupants to HUD Income Calculator calculation of 60% AMI based on household size
 - inspection for visible defective paint surfaces *may be required* for housing constructed prior to 1978 (HUD guidance is pending)
 - execute TBRA rental agreement including VAWA attachment with property owner
 - verify eligible amount of unpaid rent and amount of any tenant rent payment and/or landlord rent forgiveness
 - disburse rent payment(s) to property owner

INELIGIBLE PAYMENTS

The following are NOT eligible payments:

- Mortgage assistance
- Expense for non-residential property
- Any expense occurring after all contract funds are exhausted or December 31, 2020, whichever occurs first
- Rent payments benefitting renters not documented as TBRA-CV eligible
- Payments for rent expense at a unit/property not currently occupied by a TBRA-eligible renter

- Payments for rent expense occurring prior to February 29, 2020 Governor’s COVID State of Emergency proclamation
- Non-rent payments, such as:
 - late rent fees (late fees cannot be charged under Governor’s Proclamation 20-19.1)
 - penalties, fees, or fines related to lease violation, unlawful detainer, pets, and/or property abuse
 - service fees beyond rent (excluding parking, garage, and/or storage fees included in a lease where nonpayment can result in eviction)
 - utilities that are tenant’s responsibility to pay (e.g., Avista; City water, sewer, garbage; phone, cable, pet fee, etc.)
 - unpaid or increased security deposit

SUBMISSION OF APPLICATIONS and TECHNICAL ASSISTANCE

Contact the RFP Coordinator at ptrautman@spokanecity.org with RFP questions.

SUBMISSION OF APPLICATIONS

The Applicant must submit the COVID-19 HOME TBRA Rent Assistance Application attached as page 19 of this document. All applications and any accompanying documentation become the property of the City and will not be returned. The application shall be submitted electronically.

Submit Applications via email to: chhsrfp@spokanecity.org and copy ptrautman@spokanecity.org

APPLICATION REVIEW AND SELECTION PROCESS

A City and/or citizen committee will review applications and recommend funding award(s). The criteria for selection are:

1. Ability to meet all conditions and requirements of this RFP.
2. Experience delivering federal grant-funded programs.
3. Capacity to quickly and effectively deliver services described in this RFP.
4. Plan to identify and document qualifications of TBRA eligible renters, units, and unpaid rent.

NOTIFICATION & DEBRIEFING

The City will notify the selected applicant. Upon request, unsuccessful applicants can request a debriefing conference to discuss the applicant’s unsuccessful application. Comparisons between Applications or evaluations of the other Applications will not be allowed. Debriefing conferences may be conducted via the WebEx platform or on the telephone.

APPEAL PROCEDURE

Applicants wishing to appeal the award decision must make their appeal to the CHHS Director in writing to:

Community, Housing, and Human Services Department
 808 W. Spokane Falls Blvd, 6th Floor
 Spokane, WA 99201
chhsrfp@spokanecity.org

GENERAL INFORMATION

PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive process shall become the property of the City.

All received Applications shall remain confidential until the award of contract recommendation has been filed with the City Clerk for City Council action. Thereafter, the Applications shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the Application that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Application exempt from disclosure will not be honored.

The City will consider an Applicant's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Application, it will not be made available until the affected Applicant has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFP Coordinator(s).

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the Community, Housing, and Human Services Department website. Applicants are encouraged to monitor the website for any changes and/or notifications.

The City reserves the right to cancel or to reissue the RFP in whole, or in part, prior to final award of a contract.

RESPONSIVENESS

All Applications will be reviewed by the RFP Coordinator(s) or designee to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the Application as non-responsive.

The City reserves the right at its sole discretion to waive minor administrative irregularities.

MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Applicants may contact OMWBE at 360.753.9693 to obtain information on certified firms.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

The City of Spokane is committed to providing equal access to its facilities, programs, and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human

Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Application submitted. Therefore, the Application should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The City does reserve the right to contact an Applicant for clarification of its Application.

The Applicant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Application.

COSTS TO MAKE APPLICATION

The City will not be liable for any costs incurred by the Applicant in preparation of an Application submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

REJECTION OF APPLICATIONS

The City reserves the right at its sole discretion to reject any and all Applications received without penalty and to not issue a contract or grant agreement as a result of this RFP.

AGREEMENT TERMS

CITY OF SPOKANE BUSINESS LICENSE

Persons / firms doing business in the City or with the City must have a valid City of Spokane business license. Questions may be directed to the Taxes and Licenses Division at 509.625.6070.

INSURANCE AND BONDING

During the term of the Contract, the Contractor shall maintain in force at its own expense, the following types and amounts of insurance:

1. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract; and
2. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable insurance certificate to the City at the time the Contractor returns the signed Contract.

ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to contracts resulting from this RFP shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

ASSIGNMENT

Agency shall not assign, transfer or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

SEVERABILITY

In the event any provision of a resulting contract should become invalid, the rest of the contract shall remain in full force and effect.

DISPUTES

Any contract resulting from this RFP shall be performed under the laws of Washington State. Any litigation to enforce said contract or any of its provisions shall be brought in Spokane County, Washington.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

LIABILITY

The Applicant will be considered an independent contractor and the Agency, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the City. The Agency shall defend, indemnify and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Agency, its agents or employees, arising directly or indirectly, as a consequence of this contract.

INTERNAL AUDITING CONTROL

The Agency shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. A copy of the Agency's most recent Audited Financial Statement shall be kept on file in the

Community, Housing, and Human Services Department. The City has the right to supervise and audit the finances of the Agency to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this RFP. The Community, Housing, and Human Services Director or his/her designee may inspect and audit all records and other materials and the Agency shall make such available upon request.

EQUAL HOUSING OPPORTUNITY INFORMATION

The City is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. The City encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

WASHINGTON LAW AGAINST DISCRIMINATION INFORMATION

We do business in accordance with the Washington Law Against Discrimination, RCW 49.60, which prohibits discrimination on the basis of race, color, creed, national origin, disability, HIV/Aids and Hepatitis C status, use of guide dog or service animal, sex, marital status, age (employment only), families with children (housing only), sexual orientation/gender identity, and honorably discharged veteran or military status.

ATTACHMENTS

– Eligible Renter Income Limits

60% AMI Income Limits (effective as of May 2020 but updated periodically)

	<u>1 PERSON</u>	<u>2 PRSN</u>	<u>3 PRSN</u>	<u>4 PRSN</u>	<u>5 PRSN</u>	<u>6 PRSN</u>	<u>7 PRSN</u>	<u>8 PRSN</u>
60% AMI:	\$30,120	\$34,440	\$38,760	\$43,020	\$46,500	49,920	53,400	56,820

DRAFT



City of Spokane
Community Housing and
Human Services Dept.
CHHSInfo@spokanecity.org
(509) 625-6325

TBRA-CV

Renter's Application & Income Certification

Rental Property Address _____ Unit Number _____

Renter's Name _____ Number of Persons in Your Household _____

Is Renter a full- or part-time student claimed as dependent on another's federal tax return? (YES / NO)

RENTER'S DEMOGRAPHY: Voluntary reporting for statistical purposes only. Complete all sections.

- Ethnicity
Hispanic or Latino ethnicity? Yes No
- Race - Please select one or more applicable race categories:

<input type="checkbox"/> White	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> Black/African American	<input type="checkbox"/> Native Hawaiian/Other Pacific Islander
<input type="checkbox"/> Asian	<input type="checkbox"/> Black/African American & White
<input type="checkbox"/> Asian & White	<input type="checkbox"/> American Indian/Alaskan Native & Black/African American
<input type="checkbox"/> Other	<input type="checkbox"/> American Indian/Alaskan Native & White
- Female Head of Household? (YES / NO) Disabled Family Member? (YES / NO)

RENT EXPENSE: These questions apply to your rent beginning March 1, 2020.

- A. How much is your current monthly rent? \$_____
- B. How much rent has your landlord forgiven since March 1, 2020? \$_____
- C. How much rent have you paid your landlord for rent beginning March 1, 2020? \$_____
- D. How much rent have others paid to your landlord for rent beginning March 1, 2020? \$_____
- E. How much rent is currently not paid? \$_____ Not paid for what months? _____
- F. Does the rent not paid include any fine, fee, or deposit required by your landlord? (YES / NO)
- G. Does rent not paid include any utilities that you must pay directly to the utility (Avista, City Water, City Garbage, phone, internet, cable, etc.)? (YES / NO)

HOUSEHOLD INCOME

- A. Did your household lose employment or income due to COVID? (YES / NO)
- B. Briefly describe why household income changed due to COVID: _____
- C. What is your gross income this month? \$_____

D. What is the source of this month's income? (unemployment, wages, public assistance, etc.) _____

E. Estimate your gross income for 12-months beginning 3/1/2020 through 2/28/2021: \$ _____
(Estimate all anticipated income, before deductions, for all adult household members. Include income from assets if that income exceeds \$5,000.)

CERTIFICATION:

I hereby certify, under penalty of perjury, that the above information is complete, accurate, true, and correct as of this date. I agree to provide supporting documentation upon request.

Renter Signature

Date

DRAFT

RFP ATTACHMENT

CONFIDENTIAL

DRAFT

City of Spokane
Community Housing and
Human Services Dept.
CHHSInfo@spokanecity.org
(509) 625-6325

TBRA-CV

Landlord's Application & Rent Certification

Landlord's Name:

Landlord's Address:

Landlords Phone & Email:

Rental Property Address

Renter's Name

Renter's Unit Number

RENT PAYMENTS:

A. Was this renter current on monthly rent on February 29, 2020? (YES / NO)

B. Has the landlord received full or partial rent payments for March, April or May? (YES / NO)

C. Has the landlord permanently forgiven any portion of March, April or May rent? (YES / NO)

D. Does any portion of the tenants unpaid rent include fees, penalties, or deposit amounts? (YES / NO)

RENT EXPENSE: These questions apply to rent beginning March 1, 2020.

Fill the yellow cells to calculate unpaid rent		
How much is this tenant's monthly rent?	\$	
Gross rent for March, April, May, and June 2020	\$	Does this rent include any fee, penalty, deposit, or utility payment (Avista, City, internet, cable,etc)? (YES/NO)
How much rent did the landlord forgive?	\$	
How much rent did the tenant pay?	\$	
How much rent was paid by other public funds?	\$	This could be Section 8 voucher, charity, or public grant assistance
Unpaid Rent:	\$	Is this the correct amount of unpaid rent? If not, the correct amount is: \$
% of rent paid or forgiven:	#DIV/0!	

CERTIFICATION:

I hereby certify, under penalty of perjury, that the above information is complete, accurate, true, and correct as of this date. I agree to provide supporting documentation upon request.

Landlord Signature

Date

-- DRAFT-- HOME TBRA-CV RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Telephone No. _____	DWELLING UNIT NO. & ADDRESS	TENANT NAME
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This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Spokane, Community, Housing, and Human Services Department" (Program Administrator) and the Landlord identified above. This Contract applies only to the Tenant and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall be in effect until the first occurrence of Tenant vacates the unit, Program Administrator fully disburses its share of rent as described below, or December 31, 2020.

2. SECURITY DEPOSIT

A. The Program Administrator will not pay any security deposit.

3. RENT AND AMOUNTS PAYABLE BY PROGRAM ADMINISTRATOR

- A. *Rent.* The total monthly rent payable to the Landlord under the Tenant's lease is \$_____.
- B. *Rent Adjustments.* Any rent increase requires at least 60 days advance written notice per Washington State law _____. Governor's Proclamation _____ does not allow rent increase or notice of rent increase prior to _____, a date that may be extended by the Governor. Therefore, the current earliest date of any rent increase is _____. Any proposed rent increase may be rejected and not paid by the Program Administrator.
- D. *Program Administrator Share of the Rent.* The Program Administrator shall pay as full payment of unpaid rent \$_____ for the month of _____, \$_____ for the month of _____, and \$_____ for the month of _____, 2020. Neither the Program Administrator nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Program Administrator's obligation is limited to making rent payments on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord agrees that acceptance of Program Administrator's rent payment(s) shall be conclusive evidence that the Landlord received the full amount due for the month(s), and shall be a certification that:
 - 1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 - 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 - 3. the Landlord has not received and will not receive any combination of rent payments that exceed the monthly rent shown above as rent for the Contract unit.
 - 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the Program Administrator determines that the Landlord is not entitled to payments received under this Contract, in addition to other remedies, the Program Administrator

may deduct the amount of the overpayment from any amounts due the Landlord under this Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109 (Housing Quality Standards), including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Program Administrator shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Program Administrator's share of the rent and/or terminate the Contract.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must notify the Program Administrator in writing when eviction proceedings are begun. This may be done by providing the Program Administrator with a copy of the required notice to the tenant. Program Administrator's share of the rent shall terminate upon eviction Tenant Family identified above.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Program Administrator and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. PROGRAM ADMINISTRATOR AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the Program Administrator or HUD may reasonably require.
- B. The Landlord shall permit the Program Administrator, HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or

- (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract;
or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The Program Administrator's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the Program Administrator determines that a breach has occurred, the Program Administrator may exercise any of its rights or remedies under the Contract. The Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination.
- C. The Program Administrator's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. PHA RELATION TO THIRD PARTIES

- A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the Program Administrator or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Program Administrator. The Program Administrator shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Program Administrator) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the Program Administrator.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Term of the Contract.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	Program Administrator City of Spokane
(Signature/Date)	

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

SIGNATURE(S) OF OWNER DATE

CONTRACT ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION
ACT OF 2005 (VAWA)

This addendum adds the following paragraphs to the HOME Rental Assistance Contract.

Purpose of the Addendum

The HOME Rental Assistance Contract for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the HOME Rental Assistance Contract, the provisions of this Addendum shall prevail.

VAWA Protections

- 1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other

- “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
 3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Form HUD-91067 (9/2008) OMB Approval No. 2502-0204



COVID-19 HOME TBRA Rent Assistance Application

**CITY OF SPOKANE
COMMUNITY, HOUSING, AND HUMAN SERVICES (CHHS) DEPARTMENT
APPLICATION: TBRA-CV Rent Assistance to Renters with COVID-Related
Financial Hardship**

RFP Coordinator: Paul Trautman ptrautman@spokanecity.org 625-6329

Applicant and Instructions

Please provide brief responses to the following questions and meet conditions and requirements stated in the TBRA-CV Funding Notice. Application responses should be about 4 pages of narrative responses plus the Budget section. Submission of this application does not guarantee that a proposal will be approved

PROPOSAL SUBMITTED BY: _____

Organization Leadership Contact Information
Contact Person:
Mailing Address:
Telephone:
E-mail:

Organization Project Contact Information
Contact Person:
Mailing Address:
Telephone:
E-mail:

Description: This application seeks information on your agency’s plan, capability, and cost to deliver a TBRA-CV project utilizing HUD HOME funding.

Print Name & Title: _____

SIGNATURE _____

Signature here will confirm compliance with all instructions, terms, and conditions of Funding Notice.

Narrative Questions

1. Provide a brief overview of how your agency might deliver TBRA temporary rent assistance funds to renters whose job or income was affected by COVID.

2. Indicate if your organization has the capability and/or experience with the following compliance activities.

Capability	Experience	Compliance Activity
		Delivering federal grant funded programs.
		Visually assessing homes for potential physical or environmental hazards.
		Determining household income eligibility by assuring gross household income does not exceed maximum gross income by applicable family size.
		Verifying that applicant households reside within a geographic boundary.
		Documenting the amount of unpaid rent.
		Documenting compliance with federal program requirements. Negotiating assistance agreements with

3. How will your agency prioritize among those requesting TBRA-CV rent assistance? What renters might you prioritize? What selection process do you plan to use?

4. Describe your planned outreach to COVID-impacted renters.

5. How will COVID-impacted renters contact you for TBRA-CV assistance?

6. How quickly can your agency implement this TBRA-CV project? How many FTE might your agency use to deliver this TBRA-CV project?

Budget

The following TBRA-CV budget assumes that \$500,000 of HOME TBRA-CV funds will be available for TBRA-CV rent assistance payments to landlords of eligible rental units occupied by eligible renters. Complete the rest of the following budget with your anticipated costs for TBRA-CV project delivery.

General Administration	
General Administrative Costs	\$
Indirect Costs	\$
Subtotal	\$
Budget Narrative: (describe agency's method for determining administrative and/or indirect cost rates)	
Project Delivery	
Salaries & Benefits	\$
Rental Unit Inspection (NEPA, paint visual inspection)	\$
Other Program Expenses	\$
Subtotal	\$
Budget Narrative:	
Rent Payments	
Rent Payments	\$500,000
Budget Narrative: When completing this budget, applicant is asked to assume that it will disburse \$500,000 TBRA-CV funds to eligible renters.	
Subtotal	\$500,000
GRAND TOTAL	\$