

**REGULAR MEETING NOTICE/AGENDA OF THE
SPOKANE CITY COUNCIL**

**MEETING OF THURSDAY, OCTOBER 13, 2022
11:00 A.M. – CITY COUNCIL CHAMBERS**

A regular meeting of the Spokane City Council will be held at **11:00 A.M. on Thursday, October 13, 2022**, in City Council Chambers - City Hall, 808 W. Spokane Falls Blvd. The meeting can also be accessed live on CityCable5 and streamed online at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and using access code 2480 676 7327.

The meeting will be conducted in a study session format and will be open to the public both virtually and in person. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

Executive Session

At any time during or after the regular Study Session Agenda, the City Council may choose to adjourn into Executive Session for the purpose of discussing privileged legal matters. This portion of the meeting would be closed to the public pursuant to RCW 42.30.110.

Agenda:

[Refugee Resettlement Presentation](#) - Alex Gibilisco, Margaret Hinson (Int. Rescue Committee), Christi Armstrong (World Relief), and Belinda Kizombo

2023 Budget - [Homelessness Funding Strategies](#) (TRAC Operations; Cannon Operations; COVID Contracts) – Tonya Wallace and Jenn Cerecedes

[TRAC Service Provider Agreement](#) - Tonya Wallace, Jenn Cerecedes, CP Beggs

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. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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.

Evacuate Our Allies Coalition

Explainer: Afghan Adjustment Act - 2022

Following the U.S. military withdrawal from Afghanistan, tens of thousands of U.S.-affiliated and at-risk Afghans were evacuated to the United States via humanitarian parole, a temporary allowance to enter and remain in the United States for one or two years. Despite receiving this life-saving evacuation, **Afghans under this status will soon find themselves under a cloud of legal uncertainty**, and in a worse position in terms of immigration status than had they entered as Special Immigrant Visa holders (SIVs) or refugees through the U.S. Refugee Admissions Program (USRAP).

To resolve this, Congress must pass the Afghan Adjustment Act, patterned after [similar adjustment acts](#) passed following previous U.S. wartime evacuations, including for Cubans after the rise of Castro, Southeast Asians after the Fall of Saigon, and Iraqi Kurds during the rule of Saddam Hussein.

What is the Afghan Adjustment Act?

The Afghan Adjustment Act allows certain Afghan evacuees to apply for permanent status after one year or two years, respectively, of being paroled into the country. It relieves the immediate burden on the SIV process — which has over 70,000 applications in the backlog — and asylum process — which currently has over 1.4 million cases in the backlog — and prevents Afghans paroled in the U.S. from losing their jobs or being deported to a third-country while their applications for these statuses are pending. As thousands of vulnerable Afghans currently remain in hiding in Afghanistan or at-risk in third countries, our recommended adjustment legislation would cover at-risk Afghans who were evacuated by the U.S. military and received temporary humanitarian parole protection.

Who are the people who were evacuated?

Approximately 76,000 Afghans who were evacuated by the American military were brought to the U.S., after first processing at U.S. military bases abroad. A 2022 [report](#) from the Department of Homeland Security detailed those who were brought to the U.S.:

- Over 40,000 of those evacuated were SIVs, SIV applicants, SIV-eligible individuals, or their immediate eligible family members.
- Over 4,000 were those who were fortunate enough to be referred to the P-1 and P-2 refugee program in time for the dramatic fall of their elected-government and the U.S. evacuation.
- Another 703 were US government employees.
- Many of the remaining Afghans were family members of the individuals above, but who had no immigration designations within those eligible categories because they are considered “extended family” to the primary eligible recipient. The U.S. immigration system deems as “extended family” mothers, fathers, sisters, brothers, grandparents, nieces, and nephews to adult applications/recipients.

An example: A young Afghan who graduated from West Point was in Afghanistan when the Taliban took power. His fellow American West Point classmates worked to evacuate him, along with his extended family – most of whom would not have been able (or eligible) to escape. During the evacuation, his West Point classmates (and the military service members inside the Kabul airport) recognized that – even when you grow up – “family” still means mother and father, sister and brother, and more. <https://twitter.com/mikejason73/status/1485630344321769479>

How did the U.S. government vet and screen evacuees?

Intelligence, law enforcement, and counterterrorism professionals [conducted](#) a robust, multi-layered screening and security vetting process for all Afghans on U.S. military bases abroad (referred to as “lily pads”) before they arrived in the United States, at Customs and Border Protection, and again once when they were admitted in America, where most were housed over months on eight military bases across the U.S. If at any time an individual does not pass a screening, they are deemed

inadmissible or deportable, depending on where they are in the process. As a result, that individual and their family cannot enter the United States or are subject to deportation from the U.S.

This comprehensive investigation includes reviews of both biographic and biometric data checked against U.S. and Interpol intelligence databases. The U.S. analyzes names, dates of birth, fingerprints, and other comprehensive biographic identifiers against multiple domestic and international agencies' holdings, including the [watchlists](#). Afghans arriving with humanitarian parole also receive [pre-and post-arrival medical screenings and vaccinations](#). Additionally, the Department of Homeland Security (DHS), the Department of Defense, the Federal Bureau of Investigation, the National Counterterrorism Center (NCTC), and additional Intelligence Community (IC) partners conduct multiple security screenings and security vetting procedures.

When Afghans apply to adjust status, under the proposed Afghan Adjustment Act, DHS would run additional background checks, complete a comprehensive biometrics analysis again, and conduct an additional in-person screening interview for each applicant before approving an applicant to make sure individuals are not national security or public safety threats to the United States. This additional layer of screenings is critical to ensure those who apply to adjust status remain in good standing in the United States.

Has Congress previously enacted adjustment act legislation?

Yes. Congress [has passed similar legislation](#) after several U.S.-involved conflicts or humanitarian crises in the past. Three noteworthy examples occurred following Fidel Castro's rise to power in Cuba, after America's withdrawal from Vietnam, and following U.S. military actions in Iraq – Operation Desert Storm and Operation Iraqi Freedom. After these conflicts, Congress passed adjustment acts that granted [Cubans](#), [people from Southeast Asia](#), and [Iraqis](#) who had entered the U.S. as non-immigrants or parolees the opportunity to adjust to permanent status.

Who supports the Afghan Adjustment Act?

[National security experts](#), [refugee resettlement agencies](#), [Afghan-Americans](#), [faith leaders](#), [veterans groups](#), [attorneys](#), and [local communities](#) representing a broad spectrum of political and social views have called for an Afghan Adjustment Act.

What happens to Afghan evacuees if the Adjustment Act isn't passed?

Without an Afghan Adjustment Act, tens of thousands of Afghans who were evacuated to safety by the U.S. military will have to find an immigration pathway in order to remain in lawful status once their parole expires (most in August 2023). In all likelihood, that will mean tens of thousands of new asylum claims, at a wide-ranging estimated cost of \$300,000,000 to 700,000,000 in legal fees to support Afghans through the arduous asylum application process. **The current affirmative asylum backlog is more than 600,000 cases with a broader immigration backlog of 1.4 million cases.** Many Afghan evacuees were forced to destroy important documentation during the evacuation in order to avoid Taliban violence across a patchwork of checkpoints around the country. Other Afghan visa applicants (and others) had important documentation destroyed by the U.S. Embassy in Kabul as the city fell. Such complications could make asylum claims more difficult and increase the likelihood that Afghan parolees will end up in already-overwhelmed immigration courts and eligible for deportation.

The Afghan Adjustment Act meets well-established precedent, but it does something else which is fundamentally important: it meets the moral obligations to Afghans who were brought to safety through our evacuation, and who served alongside the U.S. mission and championed democratic values during the America's longest military engagement in the country's history.

Congress must act now to pass an Afghan Adjustment Act.

Recommendations for the Office of Refugee Resettlement to provide critical services to Ukrainians seeking safety in the United States

The International Rescue Committee | August 2022

Please reach out to JC Hendrickson (jc.hendrickson@rescue.org) with any questions about these recommendations.

The *Uniting for Ukraine* program provides a pathway for Ukrainian citizens and their immediate family members to come to the United States. The program allows Ukrainian refugees to enter the US on humanitarian parole and stay for a two-year period, provided they have the assistance of a fiscal sponsor in the US who agrees to support them throughout the duration of their stay. This new program is in addition to the estimated 3,200 Ukrainians that attempted to enter the US through the southern border in March 2022, as well as the estimated 59,600 Ukrainians, already residing in the US as of mid-April, that are estimated by the Department of Homeland Security (DHS) to be eligible to stay in the US following the designation of Ukraine for Temporary Protected Status (TPS).

With the passage of the [Additional Ukraine Supplemental Appropriations Act](#) on May 19, 2022, funding is available to put the *Uniting for Ukraine* program on secure footing. This legislation includes language to authorize Ukrainian humanitarian parolees to receive resettlement services from the Office of Refugee Resettlement (ORR) at the Department of Health and Human Services and other public assistance, as well as robust supplemental appropriations (\$900 million for the Refugee and Entrant Assistance account alone) to meet the needs of this newly eligible population. In addition to formal legislative authorization, ORR has released [a Policy Letter](#) informing ORR grantees of Ukrainian eligibility for resettlement assistance and, more recently, [a Dear Colleague Letter](#) outlining a \$115 million allocation of AUSAA funds for states to use to provide eligible Ukrainians with Refugee Support Services (RSS). The IRC offers the following recommendations for ORR's consideration, in hopes that they may provide a practitioner's lens on additional needs to be addressed both by forthcoming "ORR policy on AUSAA-funded RSS services" and additional allocations to be made in support of the broader *Uniting for Ukraine* initiative.

Recommendations for AUSAA RSS Guidance:

- **Prioritize services to support the mental health of children and families when determining priorities for AUSAA RSS allocations.** The war in Ukraine has been brutal with significant reports of extreme violence and civilian targeting. Many new arrivals face significant impacts from traumatic events and need care and support to heal and adjust. Funds should be set aside to ensure that providers trained in traumatic stress and recovery from conflict are available to support children and families. Partnerships through the National Child Traumatic Stress Network Cat. II and Cat. III Centers may provide one avenue that is evidence-based, has a national reach, and has proven successful in past partnerships to increase access to services for unaccompanied minors.
- **Prioritize legal services, beyond citizenship and naturalization services, when determining prioritization of AUSAA RSS allocations or via the allocation of an additional AUSAA legal assistance supplement. Fund legal services and representation for Ukrainian parolees and other Ukrainians in the US seeking temporary or permanent protection, as well as potential sponsors seeking to apply for beneficiaries to enter the US under the *Uniting for Ukraine* program.**
 - While humanitarian parole is provided for two years, there will be Ukrainians who are not able to return home due to fears of persecution, ongoing conflict, or displacement. Funding should be allocated for legal consultation and assistance so those facing continued safety risks are aware of the avenues through which they may seek legal protection.
 - Ukrainians who enter with humanitarian parole must apply for and be granted employment authorization from USCIS in order to work in the US. Ukrainian parolees may need qualified legal assistance and possible representation before USCIS to apply for employment authorization.

- In addition to those with humanitarian parole status, there are thousands of Ukrainians already in the US who cannot return home and who face uncertainty and the risk of falling out of lawful status. While the DHS designation of TPS is much needed, funds are needed to provide legal services to these Ukrainians for consultations and assistance with TPS in order to ensure their ability to remain and work in the US for the duration of the designation.
- In order to support sponsorships, funds should also be designated for legal services to assist those applying for beneficiaries to enter the US under the *Uniting for Ukraine* program.
- **Prioritize community-based organizations (CBOs) when determining equity and inclusion considerations for AUSAA RSS allocations.** Community-based organizations need additional resources to conduct public outreach and education activities for refugees in the US, but particularly in light of the *Uniting for Ukraine* program; identify possible sponsors for individuals seeking protection in the US; provide instruction for interested sponsors in completing the application and screening process; and connect sponsors with training resources and other support.
- **Prioritize the needs of state administrators to support processing of additional Ukrainian applications for federally funded—but locally administered benefits—when determining priorities for AUSAA RSS allocations.** The designation of Ukrainian parolees as eligible for both ORR and other public benefit programs has expanded the mandate of state benefit administrators. With over tens of thousands of sponsorship applications approved during the first few months of the *Uniting for Ukraine* program, state agency workloads are facing a marked increase. In addition to increasing the number of applications that must be adjudicated and benefits to be disbursed, unanticipated and unique challenges facing Ukrainian parolees in applying for benefits will further complicate existing processes and strain local resources. Significant expansions of eligible service populations for federal benefits should be accompanied by expanded funding to support administration. ORR should work with state refugee coordinators and/or state benefits administrators to designate or hire and train staff who can help process benefits for ORR populations eligible for federally funded but state administered benefits and services, including Ukrainians granted parole.
- **Prioritize mechanisms for data collection and evaluation to inform program improvements, when drafting the reporting and monitoring requirements for AUSAA RSS allocations.** Evaluations of the client experience and impact of these interventions (information hotlines and communication platforms, direct USG referrals, state capacity building, and federal coordination efforts) should occur to inform improvements that can be made regarding outreach and service provision for other populations eligible for ORR assistance and federal benefits and services, but who do not arrive through the USRAP.

Recommendations for Additional Allocations

- **Fund communication platforms to provide Ukrainians and sponsors with timely, accurate information, guidance, and referrals to additional assistance.**
 - Fund a two-way moderated informational platform. Ukrainians may not always be in a locale where there are ORR-funded service providers, or they may have additional questions related to navigating systems, their rights, or legal processes. In addition to [IRC and Loyal Source's Uniting for Ukraine Support Line](#), we suggest that a portion of ORR's emergency supplemental funding be allocated to a two-way moderated platform, that may or may not be connected to the hotline, where Ukrainian humanitarian parolees can receive accurate and up-to-date information. While the hotline provides case-by-case referrals to local or relevant services requested by callers, the two-way moderated informational platform will provide a general space for sharing written or video explainers, addressing shared concerns efficiently and in real time, and facilitating peer-to-peer connections. As with the hotline, this information should be included in USG correspondence to parolees. This platform should be modeled after the [Settle In Facebook page](#), which has reached more than 126,000 people and gained more than 8,500 follows since its launch in September. Settle In provides an informational safety net for those Afghan parolees that had only tangential connections to a resettlement agency. With the private sponsorship component of the *Uniting for Ukraine* parolee program, creation of a similar safety net is of even more importance.
 - Fund a virtual case management model and emergency fund for Ukrainian parolees who are especially vulnerable or whose sponsor supports are insufficient. While hopefully rare, there

will be circumstances in which sponsorship relationships deteriorate or a sponsor is no longer able to provide financial assistance, and a sponsored individual or family may need supplemental support. Funding should be allocated to provide Ukrainian parolees with financial support in the short-term, while a new sponsor is found, or in the long-term, to equip a willing, but financially incapable sponsor to assist. An entity should be appointed to administer such funds. Identification of need and appropriate referrals could be accomplished through the suggested hotline above. In close coordination with the Department of State and the Independence Fund, the IRC has launched the Virtual Afghan Placement and Assistance (VAPA) program to further support Afghans who departed government reception facilities and have not been able to access resettlement services at their final destination. Through a referral mechanism, those clients who live in areas without a resettlement agency were able to access virtual case management services to support their integration journeys. This program should be considered a model for Ukrainian parolees in need of replacement or significantly supplemental sponsorship.

- **Provide supplemental Refugee School Impact (RSI) funding to states and additional, nationwide coordinating resources to support new Ukrainian students and other students that have experienced displacement.** ORR should issue supplemental RSI funds to states, resourcing immediate needs of newly arriving Ukrainian students and the development of longer-term, sustainable educational supports for future arrivals. ORR should also set aside dedicated funds for direct collaboration and coordination with the Department of Education (DOE) to improve planning, preparation, and ongoing support to state and local education agencies (SEAs and LEAs), schools, and educators. This may include producing and disseminating centralized guidance on the civil rights of Ukrainian and other humanitarian entrants to education; translated, family-facing resources; and resources to support the nationwide capacity of schools and educators to support the success and well-being of Ukrainian and other forcibly displaced students and families. ORR should work to structure collaboration with DOE around a model of proactive engagement similar to the Military Interstate Children's Compact Commission. The IRC previously supplied similar recommendations to ORR and DOE in the context of Operation Allies Welcome and was grateful to see the agencies collaborate on efforts in service of students and families, including new guidance which clarified the eligibility of Afghan students living in temporary housing for McKinney-Vento services.
- **Facilitate interagency collaboration by designating a Ukraine response coordinator and continuing the Unified Coordination Group (UCG).** The Department of Health and Human Services (HHS) should designate a Ukraine response coordinator, embedded within ORR, who can be a focal point for states, federal agencies, and implementing partners with questions and coordination challenges related to the implementation of these benefits and services. This coordinator should be responsible for proactively identifying points of collaboration with other federal agencies, such as DOE (highlighted above) and the Department of Labor (DOL), regarding ways to build capacity and knowledge within other federal agencies to support Ukrainians eligible for ORR benefits and other federal assistance. Similarly, the UCG proved highly successful in acting as a coordination and problem-solving forum between ORR, DHS, DOS, and other agencies during the Afghan response. The group should continue to operate to address needs of emergent crises and subsequent initiatives, such as the *Uniting for Ukraine* effort, and broader US Refugee Admissions Program (USRAP) operations. The Ukraine response coordinator should participate in UCG activities. Based on lessons learned from recent responses, having a central contact and regular forum for collaboration will help bring challenges to resolution and foster a whole-of-government response to a whole-of-government task.

★ Spokane

Refugee Resettlement
World Relief - Christi Armstrong
International Rescue Committee - Margaret Hinson

world relief™ 



Agenda

- Introductions
- Refugee Resettlement Overview
- Spokane Resettlement Update

World Relief

- For over 75 years
- Across **100 countries**
- We've been connecting people like you to the world's greatest needs
- Extending your compassion to millions of suffering men, women and children.

Together we're creating change that lasts - today, tomorrow and for generations to come.

World Relief Spokane

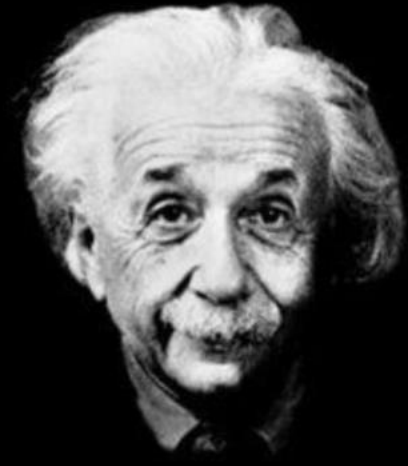
1992 to 2022 - Celebrating **30** years in Spokane

- Over **11,000** refugees welcomed
- Reception & Placement
- Economic Empowerment
- Integration & Wellness
- Friendship Center
- Church and Community Engagement

About the IRC

- Founded in **1933** at suggestion of Albert Einstein
- Help people affected by conflict and disaster to survive, recover, and gain control of their future
- **40+** countries globally & **25** US programs offices

**A bundle of belongings
isn't the only thing a refugee
brings to his new country.**



Einstein was a refugee.



UNHCR

United Nations High Commissioner for Refugees

UNHCR is the Office of the United Nations High Commissioner for Refugees.
Our job is to re-examine the world's most difficult refugee problems.
To protect the basic human rights of refugees.
The right to work, to education.

Protection of refugees. Special documents. Legal protection.
We do not ask you help to support refugees for ever and ever.
We need your help to make refugees self-sufficient.
Leading a useful, peaceful and happy life somewhere in the world.
Fast as you do.

IRC in Spokane

- Opened in April 2022
- Programs: reception & placement, employment, immigration, health & wellness, and youth tutoring
- Welcomed 26 newcomer households



Historic levels of forced displacement



Who we serve

Refugees

A person who is forced to leave their country and cannot return because of a legitimate fear of persecution based on: Race, Religion, Nationality, Political Opinion or Membership in a certain Social Group.

Special Immigrant Visa (SIV) holders

Certain individuals who worked with, or on behalf of the U.S. government in Iraq, Afghanistan, and Vietnam and are at risk because of their association and service

Asylees

A person having fled persecution, who present themselves at the US Border (or any third country), a port of entry or is already in the US. Asylee status is determined in the U.S and one may seek asylum regardless of the country one comes from or one's current immigration status.

Humanitarian parole

- Majority arriving from Afghanistan in FY22 are “humanitarian parolees”
- A humanitarian parolee is a person granted emergency admission into the US, without completed “process” and are generally **ineligible** for many resettlement support programs and funds
- Afghan and Ukrainian humanitarian parolees are **now eligible** to receive same services as refugees & SIVs
- Humanitarian parolee, SIV, and refugee clients will now get similar benefits

How we help

- (Pre) arrival services
- Housing
- Connect to government agencies and benefit programs
- Employment
- School enrollment
- Health care
- Community navigation
- Cultural Orientation

Challenges of Resettlement

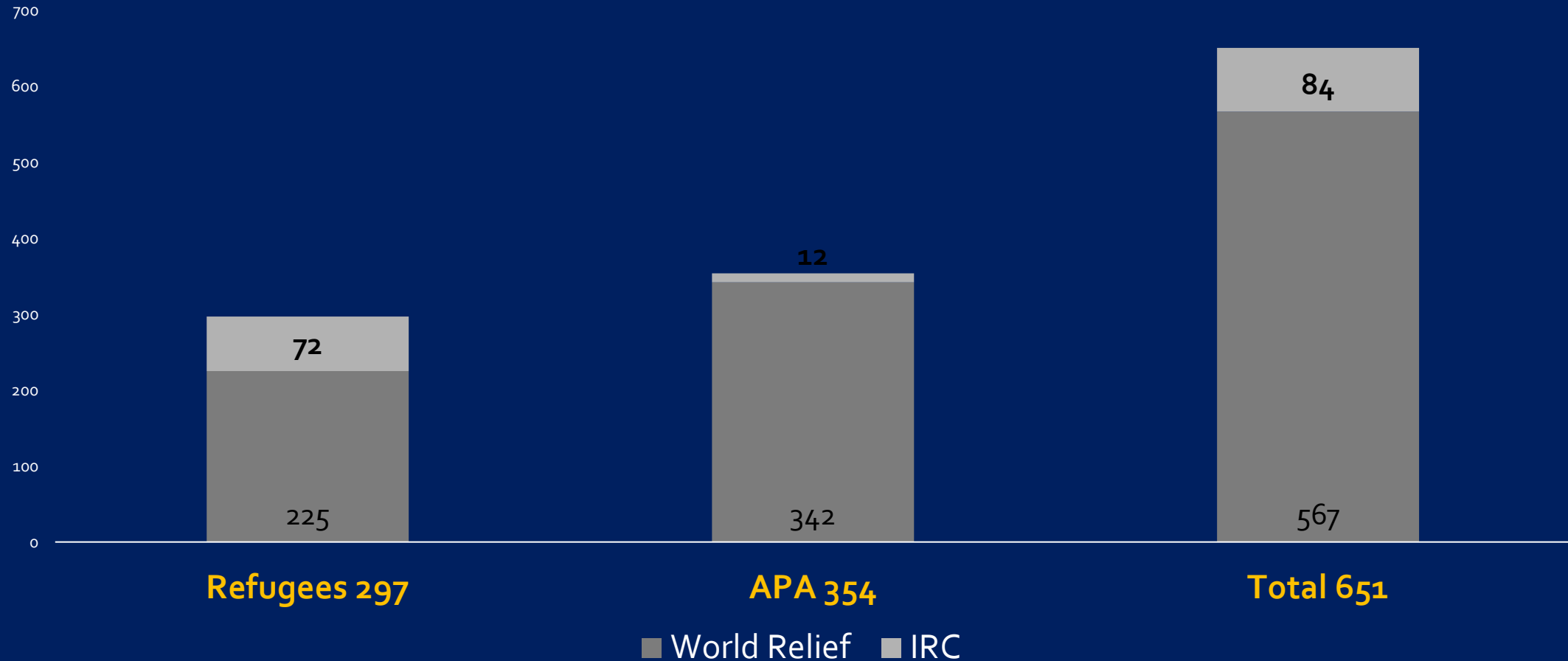
Every newcomer's experience is unique and not all newcomers experience the same challenges. Frequently reported challenges include:

- Accessing and maintaining stable **housing**
- Access to **childcare**
- Access to transportation resources
- Finding and maintaining employment; **restarting one's career**
- Learning a new **language** and new cultural norms
- Separation from loved ones
- Health concerns
- **Social isolation** or lack of support networks
- Coping with past or present trauma
- Learning to navigate a new community and new systems

Afghan and Ukrainian Crisis

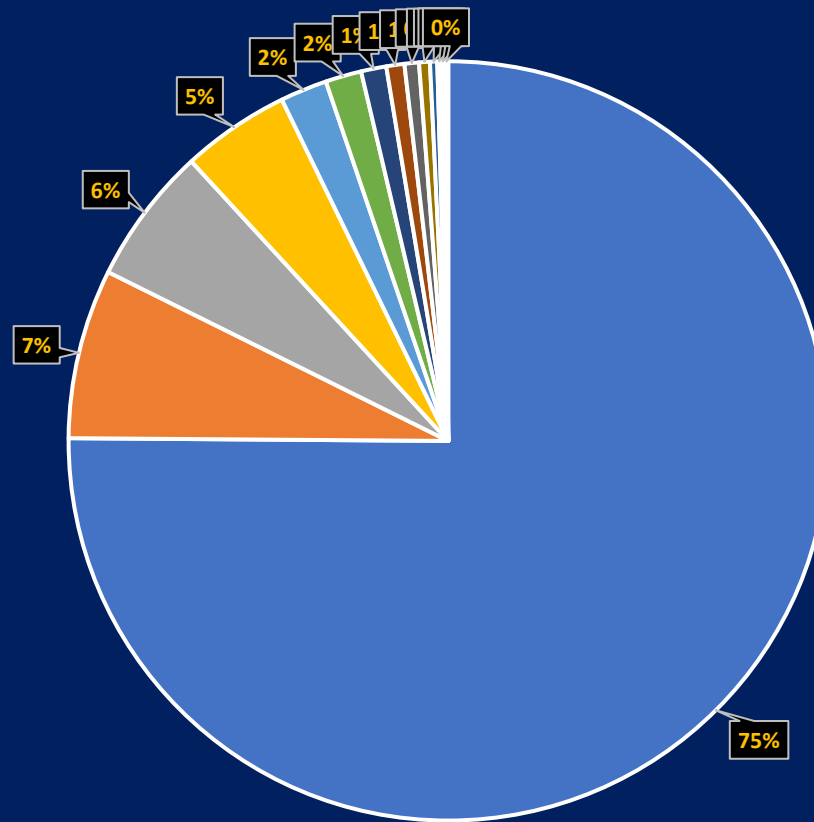
- New populations / new programs
- Housing availability and cost
- Staffing / hiring challenges
- Availability of legal services

FFY22 YTD (October 1, 2021 – September 30, 2022) Total YTD Expected Arrivals



FFY22 YTD (October 1, 2021 – September 30, 2022) Arrivals by Country

- Afghanistan - 489
- Syria - 47
- DRC - 38
- Ukraine - 30
- Sudan - 13
- Moldova - 10
- Ethiopia - 7
- Vietnam - 5
- Burundi - 4
- El Salvador - 3
- Eritrea - 2
- Guinea - 1
- Jordan - 1
- Armenia - 1

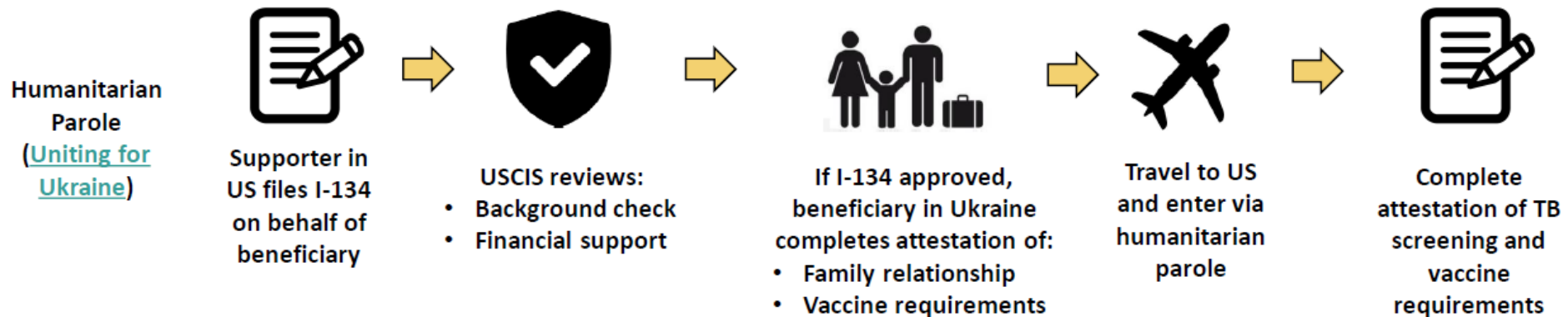
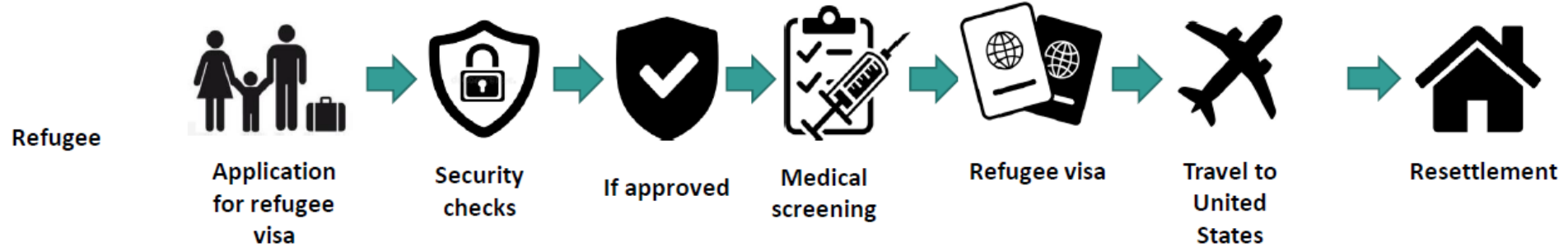


SAVE THE DATE

FFY23 Q1 Consultation: December 7, 2022
9:30-11:00 am

Thank you

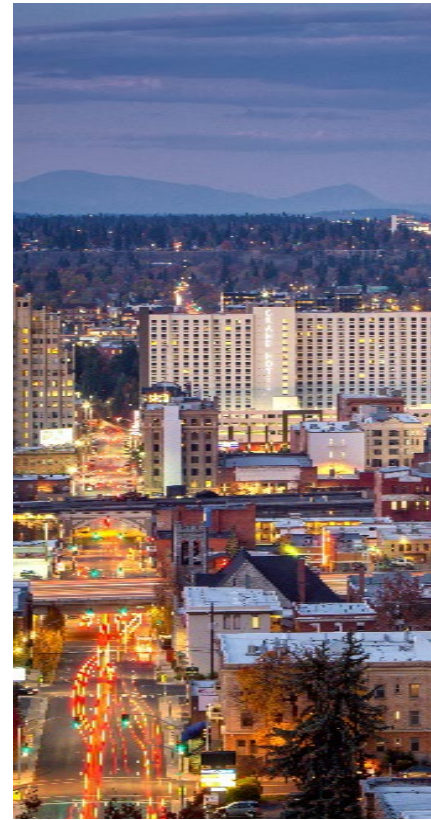
Pathways to the U.S. for Ukrainian Nationals





Spokane City Homelessness Local Funding

September 28, 2022



Agenda

- Recap of 2022 finances and operations
- Financial goals
- Strategies & Tactics to achieve immediate goals
- 2022-2025 review of local finances and operations



2022 Allocations							
	General Fund	HHA	Criminal Justice Fund	ARPA	Federal Funding	Strategic Initiatives	Total
Starting Balance	1,420,000	500,000	4,450,000	3,500,000	685,000	311,000	10,866,000
VOA Crosswalk Capital			1,000,000				1,000,000
2021/2022 Winter Emergency	420,000						420,000
Way Out Shelter		500,000					500,000
Homelessness Impacts	250,000		500,000				750,000
Cannon Operations - Gap			579,100		445,201		1,024,301
YWCA - Gap			100,000				100,000
Family Promise - Gap			250,263				250,263
Truth Ministries - Gap						312,609	312,609
Womens Hearth - Gap			69,640				69,640
VOA - Gap	705,271						705,271
House of Charity - Gap					240,000		240,000
Trent Shelter Ops			1,724,076	1,034,703			2,758,779
Program Administration	44,729		226,921				271,650
Ending Balance	0	0	0	2,465,297	(201)	(1,609)	2,463,487

We will use more than \$1.0 million of the \$3.5 million allocated from ARPA.

Wrap-around services could be deferred until 2023 to save \$375,000. Everything else is contracted.

Goals

- Use local funding to *stabilize* operations. It is not intended to fully support.
 - Historically, funding came from Federal and State sources.
 - Transition to post-COVID shelter operations.
- Invest in alternative housing that can be quickly constructed.
 - Phase II at TRAC
 - Modular/affordable housing units

Stabilize Operations

1. Seek DOC reimbursement for encampment = \$1.482 million/year for operations and \$1.523 million for movable capital investment
 - Operating funding could support operations and decrease dependency on ARPA to sustain operations through 2023
 - Movable capital investment may increase annual operating costs
2. Provide local funding with the following allocation 100% in 2023, 75% in 2024, and 40% in 2025 and thereafter.
 - Supplement with State & Federal funding.
3. Establish policy or ordinance limiting the amount of local funding per bed and required matches.



Rapid Alternative/Affordable Housing

1. Use \$6.0 million in HOME-ARP funding to meet affordable and alternative housing objectives.
2. Use existing \$3.0 million in Local Affordable Housing (1590) *if not needed for future operations.*
3. Allocate \$3.0 million in 2021 CDBG
4. Allocate \$3.0 million in 2022 CDBG

Community priority-setting meeting scheduled on Oct. 20th to proceed with affordable housing plan to issue an RFP in November.

Homelessness Sourcing Strategy

	2022 Projection	2023 Estimate	2024 Estimate	2025 Estimate
Sources:				
General Fund Carryover	1,000,000	0	0	0
General Fund Current Revenue	150,000	150,000	150,000	150,000
General Fund Unappropriated Reserves	270,000	0	0	0
Human Services Grants Fund (HHAA)	500,000	500,000	500,000	500,000
Criminal Justice Fund	4,450,000	1,725,000	0	0
ARPA	3,500,000	0	0	0
CDBG (CV-eligible)	445,000	0	0	0
Strategic Initiatives (Misc. CD Grant Fund)	311,000	0	0	0
ESG-CV	240,000	0	0	0
ARPA Carryover	0	2,463,487	0	0
Local Housing Sales Tax (1590)	0	6,000,000	4,500,000	2,500,000
Total Sources	10,866,000	10,838,487	5,150,000	3,150,000

- Any DOC reimbursement, up to \$1.5 million will reduce dependency on other sources.
- Local funding (1590) is used but phased from 100% to **no more than 40%** allocated toward homelessness support over a 3-year period.

Homelessness Spending Strategy

Uses:

Way-Out Shelter Operations (Jan. - Dec.)	500,000	500,000	500,000	500,000
Cannon Operations	1,024,301	2,000,000	1,000,000	750,000
Trent Shelter	2,758,779	6,587,278	2,750,000	1,500,000
Environmental Shelter Operation	420,000	250,000	250,000	250,000
Homelessness Impacts	750,000	350,000	0	0
Program Administration	271,650	150,000	150,000	150,000
Gap Funding	1,677,783	1,000,000	500,000	0
Total Uses	8,402,513	10,837,278	5,150,000	3,150,000

Net Sources/(Uses)

2,463,487	1,209	0	0
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- Phase to a post-pandemic shelter program.
- Local funding awards limited to funding availability and require a match.
- Continue to supplement programming with federal and state funding.

Affordable Housing – Strategy

Affordable Housing Sources:	2022	2023	2024	2025
HOME-ARP		6,000,000		
CDBG- 2021		3,000,000		
CDBG - 2022		3,000,000		
Local Housing Sales Tax (1590)	9,500,000	6,000,000	6,000,000	6,000,000
State Sales Tax Credit (1406)	460,000	460,000	460,000	460,000
Total	9,960,000	18,460,000	6,460,000	6,460,000
Uses:				
2022 Affordable Housing	6,000,000			
Total Uses	6,000,000	0	0	0
Net Sources/(Uses)	3,960,000	22,420,000	28,880,000	35,340,000

Affordable Housing – Strategy

	2022	2023	2024	2025
Affordable Housing Sources:				
HOME-ARP		6,000,000		
CDBG- 2021		3,000,000		
CDBG - 2022		3,000,000		
Local Housing Sales Tax (1590)	9,500,000	6,000,000	6,000,000	6,000,000
State Sales Tax Credit (1406)	460,000	460,000	460,000	460,000
Total	9,960,000	18,460,000	6,460,000	6,460,000
Uses:				
2022 Affordable Housing	4,000,000			
Homelessness Services		6,000,000	4,500,000	2,500,000
Total Uses	4,000,000	6,000,000	4,500,000	2,500,000
Net Sources/(Uses)	5,960,000	18,420,000	20,380,000	24,340,000

Request

- Affirm direction to create an implementation plan executing the described strategy for local homelessness funding over a 3-year period with a long-term (sustained), limited annual 40% of Local Affordable Housing Sales Tax.



Committee Agenda Sheet

Study Session

Submitting Department	City Council
Contact Name & Phone	CP Beggs – x6254/Jenn Cerecedes – x6055
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	TRAC Service Provider Contract with ReVive
Summary (Background)	<p>Approving the contract with ReVive to provide services to individuals staying at TRAC. The attached documents are what has been received so far from the Administration – additional documentation may be coming forward.</p> <p>Total cost of contract is \$1,507,211 through 2023.</p>
Proposed Council Action & Date:	Filed for Council consideration on 10/17
Fiscal Impact: Total Cost: <u>\$1,570,211</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Criminal Justice Assistance Fund Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This contract is to provide various services at TRAC to help individuals on a path out of homelessness. Due to a lack of services currently at TRAC, some individuals have been seeking other options. This contract would put this missing piece in place at TRAC through 2023 to help serve some of the most vulnerable residents of Spokane.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CHHS collects data regarding the City’s homelessness system using CMIS.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CHHS collects data regarding the City’s homelessness system using CMIS.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Comprehensive Plan Chapters 6 and 10; Resolution 2022-0043	

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

(3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. ACTIVITIES

The Services provider will provide wrap-around services to guests at the facility. Services include, but are not limited to, coordinated entry access point, outreach services, transportation, case management, and referrals for homeless and precariously housed persons.

The provider will work with community resource providers to coordinate access to, either on-site, virtual, or via the selected provider's transportation mechanism, to other service provider locations: employment, housing, mental health, substance abuse, job training, education, and other resources during regularly scheduled times each week.

Provide usage data daily using prescribed method and participate fully in providing data via digital data collection tools if requested by the City to include a new online dashboard expected to launch on or about the time this shelter opens.

B. PERFORMANCE MEASURES

Project performance measures are identified as follows:

HMIS Project Name(s):	TRAC Services
Population(s) Served	Single Adults
# of Units in Inventory:	0- SSO
# of Beds in Inventory:	0- SSO
Projected # of Households Served	70 % of total shelter guests

F. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

Attachment C Monthly Performance Report

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

Shelter Services	Minimum Performance Standards	Q1	Q2	Q3	Q4	2022 - 2023
A: # of persons served	N/A					
B: Average engagement rate (average # of clients served on total project capacity).	70%					
C: % of exits to permanent destinations.	30%					
D: % of exits to Long term transitional housing/bridge housing (oxford houses, etc.) destinations.	50%					
E: % of persons exiting to permanent housing who return to homelessness within 2 years.	10%					
F: % of adults with increased income (earned and unearned) at project exit.	35%					
G: % of adults who receive Behavioral Health Assessments	35%					
G.1: % of adults who engage in treatment post assessment	15%					
H: Average # of days from enrollment to housing placement	180 Days					
H: Average # of days from enrollment to housing placement	90 Days					

ATTACHMENT D: BUDGET

A.

Budget

Category	Amount
Operating	\$ 1,426,555.00
Administrative	\$ 143,656.00
Total	\$ 1,570,211.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

 City of Spokane Grantee Billing Form Program Year 2021 Continuum of Care	City Clerk #	
	Vendor ID #	<Vendor ID>
	FMS Acct #	1541-95575-65410-54201-99999

SUBMIT BILLING TO:	GRANTEE INFORMATION:	PROJECT INFORMATION:
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org	Revive Counseling Spokane LLCP <GRANTEE STREET ADDRESS> <GRANTEE CITY>	Project #: <IDIS Activity ID or WA Code if applicable> Term: <START DATE> - <END DATE> ICR: <INDIRECT COST RATE>

GRANTEE CERTIFICATION

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Signed By: _____ **Title:** _____ **Date:** _____
Printed Name: _____ **Telephone:** _____ **Email:** _____

EXPENSES	Expense Period:			
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
OPERATING COSTS				
Salaries and Benefits	\$ 1,284,829.00	\$ -	\$ -	\$ 1,284,829.00
Supplies	\$ 11,600.00	\$ -	\$ -	\$ 11,600.00
Equipment	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
Meals	\$ -	\$ -	\$ -	\$ -
Travel	\$ 10,800.00	\$ -	\$ -	\$ 10,800.00
Insurance	\$ 2,646.00	\$ -	\$ -	\$ 2,646.00
Direct Client Assistance	\$ 64,600.00	\$ -	\$ -	\$ 64,600.00
Other	\$ 40,080.00	\$ -	\$ -	\$ 40,080.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 1,426,555.00	\$ -	\$ -	\$ 1,426,555.00
ADMINISTRATIVE COSTS				
Indirect Charges	\$ 143,656.00	\$ -	\$ -	\$ 143,656.00
	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 143,656.00	\$ -	\$ -	\$ 143,656.00
Total Program Income Unspent (reduction to total reimbursement request)		\$ -	\$ -	
GRAND TOTAL	\$ 1,570,211.00	\$ -	\$ -	\$ 1,570,211.00
Contract Amount (auto populated)	\$ 1,570,211.00	% Expended:		0.00%
Total Expended to Date (auto populated)	\$ -	% Remaining:		100.00%
Contract Remaining Balance	\$ 1,570,211.00			
← Check box if final request.		CHHS Approval:		

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting: Revive Counseling Spokane LLCP
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

#DIV/0!

Attachment XX

Federal Requirements

1. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

C. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

D. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the program's objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

3. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

4. PERSONNEL AND PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a

protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction

project are given to low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

- 2) Subcontracts
 - a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.
 - b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.
- 3) Hatch Act

The GRANTEE 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 Chapter 15 of Title V of the U.S.C.
- 4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

 - a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to program-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a

financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program-assisted activity, or with respect to the proceeds from the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.

- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
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.C. 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.

- 6) Copyright
If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) Religious Activities
The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
 - a. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

4. ENVIRONMENTAL CONDITIONS.

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such

notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

Attachment G

Federal Requirements

1. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

C. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

D. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the program's objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD or CITY guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be termination. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

3. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent

unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEEs expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

4. PERSONNEL AND PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE 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 Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, and Continuum of Care based contracts must abide by the provisions of 2 CFR 578.95, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to program-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program-assisted activity, or with respect to the proceeds from the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
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.C. 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.

6) Copyright
If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities
The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

4. ENVIRONMENTAL CONDITIONS.

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

6. GENERAL CONDITIONS – Applicable to Continuum of Care Awards.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 578 (the U.S. Housing and Urban Development regulations

concerning Continuum of Care Grants) except that (1) the GRANTEE does not assume the CITY's environmental responsibilities described in 24 CFR 58 and (2) the GRANTEE does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

WA-502 Spokane City/County Continuum of Care (CoC) Annual Performance Report (APR) Process

Context: The CoC APR has programmatic, financial, and Community Management Information System (CMIS) data components that are produced and reviewed independently, then reviewed together in a complete draft report, before being finalized for submission. This process involves contributions by the CMIS Lead, the Collaborative Applicant Program staff, the Collaborative Applicant's Accounting Team, as well as the sub-recipient agency ("agency") before being forwarded to CoC Program Lead for final review. Each step of the APR process is logged in the CoC APR FY 20XX Spreadsheet on the common drive, including the date of completion for each step. The entire APR process is represented by the following flows:

Agency Responsibilities:

- Ensure all CoC project funds have been expended by the end of the operating term.
- Ensure matching requirement has been met by the end of the project operating term.
- Ensure data is up-to-date each month over the course of the project term with on-time monthly data quality reporting to CMIS Team.
- Ensure data is up-to-date by the 5th of the month after the operating term ends.
- Send a data quality report to the CMIS Analyst or designated point of contact (POC).
- Address any outstanding data issues as identified by the CMIS POC within 7 days after the 2nd data quality report pulled by CMIS POC.
- Ensure all project narratives and any additional issues identified by the Program POC are addressed by the deadline identified by the Program POC.

CMIS:

- Step 1: On the 5th of the month after the operating term ends, the agency is required to send a data quality report to the CMIS designated point-of-contact (POC). This data quality report is used to verify that the data is up-to-date and accurate and to ensure the agency is aware of any issues identified in the report.
- Step 2: The agency has 30 days to correct any data issues identified by the report.
- Step 3: After 30 days, CMIS POC pulls the data quality report for the project for final check and connects with agency if any issues remain.
- Step 4: The agency has 7 business days to correct any outstanding issues. If issues are not resolved, the CMIS POC will case conference issues with the CA program POC.
- Step 5: CMIS POC will pull CSV file and upload it into the SAGE Repository. Once complete, the CA program POC, will be notified.

Collaborative Applicant Program:

- Step 1: 30 days after operating term ends, CA program POC reviews the following: data quality report for the project pulled by CMIS, CSV file uploaded in SAGE, project utilization, and financial information in the financial workbook.
- Step 2: The CA program POC will identify narratives and any additional data items to be addressed by the agency and contact the agency with instructions, CSV file and utilization from SAGE, APR guidebook, and project application with date items are to be submitted/returned to the CA program POC for review.
- Step 3: The CA program POC will then notify the CA Accounting POC to enter financial information in SAGE
- If match is met via a source not included in the local contract, CA program POC will pull in the necessary information and provide it to the CA Accounting POC for records and then input into SAGE no later than the 15th of the final month that the APR is due.
 - This initiates the Accounting flow, which runs concurrently with remaining steps until submission.
- Step 4: Once the narratives are received from the agency, CA program POC reviews them for completion and/or follow-up. Then enter narratives into SAGE.
- Step 5: Verify financial information is entered in SAGE and compare it to HUD's electronic Line of Credit Control System (LOCCS).
- Step 6: Final review of all information and completed submission sent to agency for final review before submission to HUD.
- Step 7: Submit project APR in SAGE.

Collaborative Applicant Accounting Team:

- Step 1: CA Accounting POC enters financial information into SAGE once the final draw is complete, by the end of the second month.
- Step 2: Once notified by CA program POC, the CA Accounting team pulls financial information from the workbook and enters it into SAGE, no later than the 15th of the final month when the APR is due.
- Step 3: Compare financial information to the Financial Reporting Module (FMS) and LOCCS for accuracy.
- Step 4: Once information is verified to the match, it is entered into SAGE.
- Step 5: Complete required financial backup for the hard copy file and provide it to Program POC for review, indicating accounting piece is finished and the final draw has been completed.

- Step 6: CA Accounting will notify CA program POC of any draws made after transferred to the Program POC, at which point the financial accuracy verification steps will be completed again and a hard copy back-up will be updated.
- Step 7: CA Accounting will notify CA program POC of any scheduled absences during the APR completion season (September through March) to ensure proper coordination and accommodation of financial information.

Collaborative Applicant Quarterly Performance Tracking, Monitoring and Reporting

Context: The Washington State’s Auditor’s Office recently identified the need for the City of Spokane to provide regular tracking, monitoring, reporting of funder-required performance. In response, the City of Spokane, as the Collaborative Applicant for WA502 CoC, will begin quarterly tracking, monitoring, and reporting of funder required performance measures.

A reporting template has been created for the agencies and the CA to use in tracking, monitoring, and reporting performance information. This template, Attachment C – Performance, will be completed by the agency and submitted to the CA program staff. The sub-recipient agency and the CA program staff will follow the following process.

Agency Responsibilities:

Agencies using a comparable database (DV)

- At the end of each quarter, pull data from **HUD Annual Performance Report** . Using data from the comparable database and from the APR report complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

Coordinated Entry projects

- At the end of each quarter use CMIS Data Explorer to pull the data needed to complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

All other agencies

- At the end of each quarter, access the agency's **System Performance Measures (2020)** report from the list of CMIS Reports to complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

CA Program POC:

- Enter timely receipt of the reports into the tracking sheet. Timeliness of response and full completion of the reports will be scored by the RFP and Funding Committee as part of the annual renewal process.
- Review the submitted reports and respond to the agencies regarding the reports. The CA program POC may suggest or require technical assistance or trainings offered by HUD or other partners as supports for the agency in areas of lower performance.
- Combine all reports into a single document and submit to the CoC Board for review.
- Save the reports in the project file.