

SPECIAL MEETING NOTICE/AGENDA OF THE SPOKANE CITY COUNCIL

**VIRTUAL MEETING OF THURSDAY, October 27, 2022
12:30 P.M.**

A special meeting of the Spokane City Council will be held at **12:30 p.m. on Thursday, October 27, 2022**, in City Council Chambers – Lower Level, City Hall, 808 W. Spokane Falls Blvd., Spokane, Washington. The purpose of the special meeting is to hold a special Legislative Session to consider OPR 2022-0784, OPR 2022-00785, and RES 2022-0096.

Public Testimony will be taken on OPR 2022-0784, OPR 2022-0785, and RES 2022-0096. Members of the public can sign up to testify between 11:15 a.m. – 12:15 p.m. outside of Council Chambers or online at <https://forms.gle/FdjkyForL1GGn1Lv5>.

The public is encouraged attend in person, or to tune in at my.spokanecity.org/citycable5/live or www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388; access code 2480 676 7327.

Executive Session

At any time during or after the Special Legislative Session, 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.

SPECIAL LEGISLATIVE SESSION AGENDA

Roll Call

CONSENT AGENDA

Reports, Contracts and Claims

OPR 2022-0784 Contract with the Salvation Army to operate the Trent Avenue Homeless Shelter

OPR 2022-0785 Contract with the Salvation Army to operate the Cannon Street Homeless Shelter

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0096 Resolution ratifying the Mayor's October 26, 2022, Executive Declaration of Civil Emergency or Disaster

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.



Breean Beggs
Council President



Terri L. Pfister
Spokane City Clerk

Committee Agenda Sheet

Submitting Department	Community Housing and Human Services
Contact Name & Phone	Jenn Cerecedes, x6055 and Eric Finch x6455
Contact Email	jcerecedes@spokanecity.org ; efinch@spokanecity.org
Council Sponsor(s)	Council President Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	TSA transition for TRAC and Cannon shelters
Summary (Background)	<p>See attached contract drafts for details. Summary:</p> <ul style="list-style-type: none"> - Immediate need for City to plan and activate a contingency plan for operations of the TRAC and Cannon shelters. - Current ability for existing provider to make ongoing payroll and operating requirements is at risk. - Without stability, both shelters could unexpectedly close without notice putting 200-300 individuals in those shelters at immediate risk of being returned to the street. - City needs to look at a change to promote stability and resiliency. - The annual operations costs for TRAC and Cannon are proposed at NO CHANGE from the past contract and provider. - The annual operations requirements and costs for each shelter will be reviewed over the next 60-90 days to assess improvements and recommendations on any changes. - TSA will provide routine updates on this assessment at least every 30 days in addition to any normal shelter number reporting. - Note that current funding for the Cannon Street shelter ends December 31, 2022 (two months from now) and CHHS has actively briefed the ongoing funding need to keep this shelter open. Approving the Cannon Street operator change request ensures 80 low barrier beds are not lost.
Proposed Council Action & Date:	Special meeting?
<p>Fiscal Impact: \$0</p> <p>Total Cost: 6,591,866 (\$2,048,602 Cannon and \$4,543,264 TRAC)</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Criminal Justice Fund</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>No change.</p>	
<p>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?</p> <p>No change.</p>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

No change.

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?

No change.

**AGREEMENT BETWEEN
CITY OF SPOKANE (“CITY”) AND THE SALVATION ARMY (“GRANTEE”) IN CONJUNCTION
WITH THE TRENT AVENUE SHELTER**

1. Grantee The Salvation Army 222 E. Indiana Ave. Spokane, WA 99207		2. Contract Amount		3. Tax ID#	
				4. DUNS#	
5. Grantee’s Program Representative Kenneth J. Perine, Major 222 E. Indiana Ave. Spokane, WA 99207 (509) 325-6810			6. City’s Program Representative		
7. Grantee’s Financial Representative			8. City’s Contract Representative		
9. Grantor Award #		10. Start Date		11. End Date	
12. Federal Funds		CFDA #		Federal Agency	
13. Total Federal Award		14. Federal Award Date		15. Research & Development?	
16. Indirect Cost Rate					
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: This Agreement is subject to requirements set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Emergency Rent and Utility Assistance Application for Funding, (3) Public Services Programs Project Monitoring Guide for Sub-Recipients, (4) CITY’s Grantee Award Terms for ERA1, (5) Attachment “A” - Suspension & Debarment and FFATA Certification, (6) Attachment “B” - Grantee Billing Form, and (7) Attachment “C” - Monthly Report Form.					

(FACE SHEET)



CITY OF SPOKANE

CONTRACT

Title: Shelter Operations (TRAC)

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **THE SALVATION ARMY**, a Washington nonprofit corporation registered to do business in Washington, whose address is 222 E. Indiana Ave., Spokane, WA 99207, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the CITY desires to engage GRANTEE to perform services as described in this Contract; and

WHEREAS, GRANTEE represents by entering into this Contract that it is a non-profit corporation authorized to do business in Washington and fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the CITY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties agree as follows:

1. SCOPE OF SERVICE. GRANTEE shall operate a shelter for those experiencing homelessness at property located at 4320 E. Trent Avenue in Spokane, hereinafter referred to as the "Trent Resource and Assistance Center" or "TRAC." More specifically, GRANTEE shall provide the CITY all services and materials set forth in Attachment B - Services to be performed, TRAC Salvation Army Operator Contract, which is incorporated fully into this Contract (the "Work"). GRANTEE will operate the Trent Avenue Shelter as transitional housing for those who are experiencing homelessness and will coordinate with an in-house service provider to connect residents of the shelter with essential services to allow them the best chance of success in transitioning to permanent housing within a reasonable time.

Performance measures are attached as Attachment C.

a. Program Operator Responsibilities

Program Operator shall be responsible for providing all janitorial services, janitorial supplies, janitorial equipment, graffiti removal / miscellaneous painting, graffiti removal supplies, paint supplies, lamps and lamp replacement, purchasing and replacing ceiling tiles damaged by vandalism, and all grounds maintenance such as garbage and litter pickup, waste abatement, sanitization, snow and ice removal from sidewalks and parking areas, snow removal equipment, and supplies such as deicer, sand, etc.

b. Property Owner Responsibilities

Property owner shall be responsible for all building services and systems such as water, sewer, electrical, lighting fixtures (not lamp replacement) plumbing, HVAC components and equipment, roof and interior walls, and drywall repair. All structural and building envelope components, footings, foundations, walls, door windows, insulation, roof, and exterior siding. All site improvements such as asphalt and concrete repairs, and permanent fencing. All work completed under this section by the Owners shall be at the Owners discretion.

2. CONTRACT TERM/PERIOD OF PERFORMANCE The term of this Contract shall commence on Tuesday, November 1, 2022 and shall run through December 31, 2023, unless terminated sooner. Unless directed otherwise by the CITY, GRANTEE shall perform the Work in accordance with any schedules and/or exhibits made a part of this Contract.

3. COMPENSATION. Payment to GRANTEE for the Work described in this Contract shall not exceed four million, five hundred and forty-three thousand, two hundred and sixty-four and xx/100 Dollars (\$ 4,543,264). Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, Attachment D, as well as in accordance with the program performance requirements outlined in the Billing Sheet attached as Attachment E. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

The foregoing shall be maximum compensation for the Work and for all labor, materials, supplies, equipment and incidentals necessary to complete the Work set forth herein, and it shall not be exceeded without the CITY'S prior written authorization in the form of a negotiated and executed amendment of this Contract.

4. PAYMENT PROCEDURES. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Contract shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment D. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Contract do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY'S Contract Representative designated on the FACE SHEET of this Contract either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail

report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or funding agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or funding agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Contract will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Contract.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Contract. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Contract period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Contract.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. GRANTEE shall comply with all applicable federal, state, and local laws, rules, policies, regulations or ordinances in the performance of its obligations under this Contract, including without limitation program specific regulations as outlined in document Attachments G and H.

In addition, GRANTEE shall perform the Work in a manner that is full consistent with the CITY'S obligations under that certain Office/Warehouse Lease, dated July 12, 2022, between Lawrence B. Stone Properties and the City of Spokane.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

For the CITY:
City Administrator
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Email: _____

For GRANTEE:
The Salvation Army

Either party may change the designated contact, or any information listed above by giving advance notice in writing to the other party.

Communication and details concerning this Contract shall be directed to the Contract representatives as identified on the FACE SHEET.

8. AMENDMENTS. The parties may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing and signed by a duly authorized representative of each party. Such amendments shall not invalidate this Contract, nor relieve or release the CITY or GRANTEE from its obligations under this Contract. **All amendments to this Contract must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Contract as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Contract shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, unilaterally amend this Contract to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

10. TERMINATION.

A. Termination for Public Convenience. The CITY, in its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate by the CITY. Termination is effectively immediately upon notice of termination given by the CITY. In the event of such termination, the CITY shall pay GRANTEE for all Work previously authorized and performed prior to the termination date.

B. Termination for Cause. If GRANTEE defaults by failing to perform any of the obligations of the Contract, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to GRANTEE in the U.S. mail, postage prepaid, terminate the Contract, and at the CITY's option, obtain performance of the Work elsewhere.

If the Contract is terminated for cause, GRANTEE shall not be entitled to receive any further payments under the contract until all Work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to GRANTEE. GRANTEE shall bear any extra expenses incurred by the CITY in completing the Work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that GRANTEE was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

C. Opportunity for Cure. The CITY at its sole discretion may in lieu of a termination allow GRANTEE to cure the defect(s), by providing a "Notice to Cure" to GRANTEE setting forth the remedies sought by CITY and the deadline to accomplish the remedies. If GRANTEE fails to remedy to the CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the CITY shall have the right to terminate the Contract without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude the CITY from also pursuing all available remedies against GRANTEE and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

11. INDEMNIFICATION. GRANTEE shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise out of or in connection with or incident to negligent performance or willful misconduct pursuant to this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require GRANTEE to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of GRANTEE's agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of GRANTEE, its agents or employees. GRANTEE specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by GRANTEE's own employees against the CITY and, solely for the purpose of this indemnification and defense, GRANTEE specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. GRANTEE is an independent contractor and responsible for the safety of its employees. GRANTEE recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this Contract.

12. INSURANCE. During the term of the Contract, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020 and with a limit of no less than the amount and in the form required by law, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1 million each occurrence and \$2 million general aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to GRANTEE's services to be provided under this Contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with GRANTEE's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this Contract, GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed Contract. **The certificate shall specify the CITY of Spokane as "Additional Insured"** specifically GRANTEE's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. TREATMENT OF ASSETS.

- A. Title to all nonexpendable personal property and buildings purchased by GRANTEE, the cost of which GRANTEE has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in the CITY at the conclusion of this Contract.
- B. Nonexpendable personal property purchased by GRANTEE under the terms of this Contract in which title will be vested in the CITY at the end of the Contract shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the CITY or its authorized representative, and such property shall, unless otherwise provided herein or approved by the CITY or its authorized representative, be used only for the performance of this Contract.
- C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the CITY, GRANTEE agrees, upon the CITY's request, to execute such security agreements and other documents as shall be necessary for the CITY to perfect its interest in such property in accordance with the Uniform Commercial Code – Secured Transactions as codified in Article 9 of Title 62A, the Revised Code of Washington.
- D. GRANTEE shall be responsible for any loss or damage to the property of the CITY including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of GRANTEE, or which results from the failure on the part of GRANTEE to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the CITY in like condition to that which it was furnished or purchased, fair wear and tear excepted.
- E. Upon the happening of loss or destruction of, or damage to, any CITY property, GRANTEE shall notify the CITY or its authorized representative and shall take all reasonable steps to protect that property from further damage.
- F. GRANTEE shall surrender to the CITY all property of the CITY within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the Work to be performed under this Contract. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Contract.

15. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98. Attachment A.

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the Work, means that GRANTEE shall perform the best general practice.

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

GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GRANTEE will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. GRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of GRANTEE's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- F. GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and GRANTEE may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. GRANTEE will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be finding upon each subcontractor or vendor. GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

19. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If GRANTEE does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Ownership of Records and Documents

Any and all work product prepared by GRANTEE in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this Contract, GRANTEE hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by GRANTEE. Previously owned intellectual property of GRANTEE, and any know-how, methodologies or processes used by GRANTEE to provide the Work under this Contract shall remain property of GRANTEE.

2) Records to be Maintained

GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Contract. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

3) Retention

GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of three (3) years. The retention period begins following the date of final payment. 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 three-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.

4) Client Data

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 of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

5) Disclosure

h. "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).

- i. GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. 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. 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, 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 Contract 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, GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. 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.
- ii. 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.
- iii. 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.

6) Close-outs

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 Contract shall remain in effect during any period that GRANTEE has control over program funds, including program income.

7) Audits & Inspections

GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Contract.

GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Contract shall be made available to the CITY, or other authorized 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 Contract is funded by Federal sources as identified on the FACE SHEET, GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

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 Contract), 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.

GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Contract), 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. 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.

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 GRANTEE all disallowed costs resulting from the audit.

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

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records prepared, owned, used, or retained by the CITY public records which are freely available upon request by anyone. In the event that CITY receives a valid public records request GRANTEE's materials or information, CITY will give GRANTEE notice and if GRANTEE objects to the release of such materials or information, GRANTEE must go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. GOVERNING LAW / VENUE. This Contract shall be deemed to have been executed and delivered within the State of Washington, and all rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflicts of laws. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS. The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

24. WAIVER. The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. CONTRACT WORK HOURS AND SAFETY STANDARDS.

- A. Overtime requirements: No contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- B. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, GRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, GRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by GRANTEE or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. GRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

26. CLEAN AIR ACT.

- A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

27. FEDERAL WATER POLLUTION CONTROL ACT.

- A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

28. ASSURANCES. GRANTEE affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Trent Avenue Shelter for the purpose stated in this Contract in a manner that will ensure the stability, safety, and health of residents of the shelter and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the CITY for reimbursement. GRANTEE further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Spokane.

29. NON-APPROPRIATION OF FUNDS. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the CITY will not be obligated to continue the Contract after the end of the current fiscal period, and this Contract will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

30. COOPERATION WITH SERVICE PROVIDER. GRANTEE acknowledges that the CITY has contracted with XXX to provide certain services to guests at the Trent Avenue Shelter. GRANTEE shall develop, maintain and enhance a good working relationship with XXX and shall participate in collaborative approach in solving any problems/conflicts that arise between GRANTEE and XXX in the performance of their respective obligations with respect to operation of the shelter and provider services to its guests. In the event of conflict between GRANTEE and XXX, the CITY will resolve the dispute and the CITY's resolution will be final.

31. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the CITY and the GRANTEE for the Work and the use of funds received under this Contract, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Contract provisions as listed above.

THE SALVATION ARMY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

Attachments that are part of this Contract:

Attachment A – Debarment and Suspension
Attachment B – Services to be Performed
Attachment C – Performance Report
Attachment D – Budget

Attachment E – Billing Sheet
Attachment F – Amendment Request Form
Attachment G – Federal Requirements
Attachment H – ARP/CSLRF CFDA 21.027 Funding
Attachment I – HMIS Requirements

ATTACHMENT A

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

- I. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract 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 contract that it will include the following clause, 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.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor/ Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

ATTACHMENT A

Attachment B - Services to be performed

TRAC Operator Contract

SERVICES IN SCOPE:

GRANTEE is responsible for staffing and operating a 24/7/365 night-by-night low barrier emergency shelter and environmental emergency shelter at 4320 E. Trent Avenue, Spokane, Washington. GRANTEE will, in cooperation with GUARDIANS FOUNDATION (hereinafter "GRANTEE"), administer the Trent Street Shelter Program (hereafter "Trent Program") in accordance with GRANTEE's response to the CITY's Request for Proposal, Notice of Funding Availability, Regional Flex Capacity Shelter, the CITY's guidelines for homeless and environmental shelter housing, applicable Federal and State statutes and grant requirements, the Housing Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care (Coe) 5-Year Performance Management Plan. These requirements are to be consistent with standards and best practices that may be updated from these above sources.

1. PROGRAM SCOPE OF SERVICES

GRANTEE shall manage, staff, and operate the Trent Program to maintain capacity to meet basic needs and take a secondary role in coordinating supportive services to single adults and households without minor children that are experiencing homelessness, and as required provide temporary housing and day-use space in the event of an environmental emergency in the region such as extreme heat or cold, smoke, air quality, or other environmental emergencies.

For clarity, the program service expectations are grouped by category below and are represented in "EXHIBIT B - Budget" unless specified below.

b. Operations

- 1) Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to one hundred and fifty to two hundred and fifty (150-250) adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.
- 2) Hours of intake are to be 24 hours a day. GRANTEE is to be able to take an adult in at any time to provide needed shelter and basic human needs. To better manage the population, it is expected that guests remain in the shelter after dusk until dawn, and guests that demand to leave during that window would be barred from re-entry. Guests that demand to leave during hours of darkness will also be provided transport as defined below. Guests that have a legitimate and compelling need, such as night-time employment, or a documented/confirmed medical emergency can be exempted from this re-entry rule at GRANTEE's discretion. The intent of this provision is to reduce or eliminate unauthorized egress during hours of darkness as there are no local stores or services available, and all the guest needs can be met onsite.

Attachment B - Services to be performed

TRAC Operator Contract

- 3) Additional adults may be served if needed for an emergency activation due to a community or environmental circumstance, and within the social distancing requirements if required for public health reasons.
- 4) Daytime shelter and day use space shall be provided seven days a week including access to bathroom, shower, laundry, electrical charging, supportive services, and meals three times per day with one meal being "continental" or "non-hot" prepared. These services are provided for overnight shelter guests only and not for drop-in day services. If the City requests additional drop-in meals that would be at additional cost subject to reimbursement.
- 5) GRANTEE shall ensure there is adequate separate day space internally and in the fenced outside area and loading dock area to allow for use without a guest having to leave the property. The outside space should incorporate a smoking area that allows adequate separation to prevent second-hand inhalation from other exterior spaces, and a pet-relief area that is maintained to prevent odor or other public health concerns.
- 6) Scope of services includes providing of chemical toilets scaled to the population, services to same and the CITY owned and provided shower trailer, and provision for ADA accessibility to these facilities.
- 7) Daytime services shall include outreach, referrals, HMIS input related to shelter use, temporary storage for personal belongings, and a coordinated entry access point for regional supportive services, employment and housing.
- 8) All services provided shall follow COVID-19 or other pandemic protocols as determined by the Centers for Disease Control (CDC) and the Spokane Regional Health District (SRHD).
- 9) GRANTEE shall provide high-speed internet capability for GRANTEE, Service Provider, and any supporting agency use as part of the operating budget. The CITY shall provide four workstations for guest use related to supportive services, employment, and housing location and readiness related use. At GRANTEE's own discretion, with outside partnership, Wi-Fi capability to the guests can be provided if it does not limit or reduce the effectiveness of the above requirement, and GRANTEE must have the capability to separate that guest Wi-Fi capability from GRANTEE internal use.
- 10) GRANTEE shall provide a land-line telephone capability that can support at least two concurrent callers and be able to provide fire alarm connection capabilities as required.
- 11) Rules of conduct shall be posted and used to help manage the site. GRANTEE will provide those rules to the CITY for review and approval and shall update

Attachment B - Services to be performed

TRAC Operator Contract

based on lessons learned and feedback from the CITY, community members, or other governing agencies. At a minimum, these rules shall include not allowing weapons onsite, confiscation of illegal weapons and drugs and turning into the Spokane Police Department (SPD), and not allowing onsite drug or alcohol use or storage.

- 12) Management of guests - GRANTEE shall provide and update a site plan and set of Standard Operating Procedures (SOPs) for review and reasonable input. This shall detail how different adult populations are to be managed, provided resources and access to services, issues and conflicts managed, and connection to supportive services will be assisted.
 - 13) GRANTEE shall provide healthy and nutritionally balanced meal choices and meet any needed and documented dietary requirements of shelter guests. GRANTEE is encouraged to provide healthy snack and beverage options. The "continental" meal should likewise conform to this requirement.
 - 14) Personal visits to shelter guests will be managed, with visitors having to check in with GRANTEE and are subject to the shelter rules of conduct.
- b. Supportive services coordination. The GRANTEE for operations is not the primary entity for supportive services. The GRANTEE is expected to proactively assist the selected SERVICE PROVIDER to coordinate and schedule with service providers to positively impact the progression and housing readiness of the shelter population. As specific service providers are engaged by the CITY in support of these services at Trent, the GRANTEE shall assist in coordination, office space allocation, and scheduling for onsite service delivery. Specific areas for the GRANTEE are noted below.
- 1) GRANTEE primary services
 - i. Limited grocery store capability - Separate from the required normal healthy meal service.
 - ii. After normal service hours or emergency interventions - As required to assist with getting an individual the immediate assistance needed during a health or other crisis when onsite service providers are not available.
 - 2) Separate SERVICE PROVIDER primary activities - GRANTEE would be secondary or emergency basis.
 - i. Health Care
 - ii. Mental Health
 - iii. Substance Abuse
 - iv. Housing Search

Attachment B - Services to be performed

TRAC Operator Contract

- v. Family Reunification
 - vi. Employment Support and Training
 - vii. Case Management (SNAP is the current CITY contracted agency for single adults, with United Way operating in support.)
- c. Security and impact mitigation
 - 1) Housing large numbers at any site causes operational needs and impacts that must be managed. GRANTEE is expected to proactively manage both internal and immediate vicinity areas for garbage, unsafe conditions, or other negative impacts as required. Graffiti or other larger mitigation needs are to be reported to the CITY upon identification for assistance in mitigation efforts.
 - 2) GRANTEE shall provide internal security to the site and immediate vicinity during hours of operation. This shall include ensuring to the degree possible that external actors are not preying on the population at the shelter.
 - 3) GRANTEE shall provide ambassador-type security modelled in part after the Downtown Spokane program that operate external to the facility primarily within a two-block nexus of the Trent site, but on call shall respond to neighborhood, community, or business concerns or issues as appropriate. The intent of this is to have responsive, listening service to the local community to reduce negative impacts or criminal behavior. One function of both the ambassador and other security resources is to identify and engage any illegal camping, solicitation, or related behaviors to encourage movement to the shelter, enrollment in supportive services, or connection to street outreach and service providers immediately for assistance.
 - 4) GRANTEE to provide private security as an adjunct to the ambassador capability during times of darkness or other limited visibility, as required based on any civil or site unrest, or in response to issues reported. Initial coverage is expected to be budgeted at 12 hours per day and updated based on experience and response seen with a security review with SPD conducted each 90 days.
 - 5) GRANTEE, as part of the supportive services capability to be coordinated at the Trent site, shall ensure there is a semi-private (but does not have to be dedicated) work area with at least two worktables for occasional drop-in use for SPD Police Officers similar to what they do at COP Shops. Designation of the allocated space is to be done separately.
 - 6) The CITY and GRANTEE agree to coordinate with SPD for a Crime Prevention Through Environmental Design (CPTED) effort for the Trent site and surrounding businesses to assist in helping mitigate internal or external security concerns.

Attachment B - Services to be performed

TRAC Operator Contract

- 7) GRANTEE will actively and cyclically coordinate with SPD and the local Neighborhood Resource Officer on security and impacts.
 - 8) Ingress and egress management shall be actively performed, to promote safety for guests and the neighborhood and minimize the increase of unnecessary foot traffic in the area after darkness or after business hours.
- d. Transportation. It is acknowledged that the Trent Shelter site is not in a retail or walkable area and remote from convenience store, other retail, or services. To mitigate this, an active transportation capability is required. The CITY working with STA and GRANTEE will look at long term options for public transport additions.
- 1) Ingress and egress management shall be actively supported through scheduled and on-demand transportation assets to move those in need to or from the Trent shelter. If a guest exits the facility, they are to have a transportation option versus walking off the property. If a guest leaves during the hours of darkness they must be offered transportation to the city center or a designated medical facility if requested. If transportation is refused, then ambassadors, private security, or SPD are proactively engaged as required to ensure safety to the community and shelter population.
 - 2) GRANTEE shall provide access to bus passes, individual rides to/from the shelter, and rides to/from appointments as part of normal shelter operations.
 - 3) GRANTEE is requested to provide a budget cost for drivers in support of a CITY and STA joint initiative to establish a shuttle route between current shelters, service providers, medical providers, and the STA plaza. This route is to operate a minimum 3x per day, with one loop being timed in cooperation with other shelter check-in times to ensure individuals turned away can be transported to another shelter or the Trent site. This shall be defined in a separate document.
- e. Parking
- 1) Limited guest parking for operational vehicles shall be provided within the fenced loading dock area and be controlled and managed. GRANTEE shall ensure any vehicles are licensed and insured for use to park on City facility property for liability reasons. Otherwise, separate parking arrangements must be made. GRANTEE shall ensure proper environmental protection measures are taken to prevent hazardous spills or damage to the parking area. It is specified that this is for parking only, and guests are prohibited from sleeping in their vehicles. Guests must agree to GRANTEE or SPD right to search the vehicles and that they are not to be used for storage of unauthorized drugs, alcohol, or weapons.

Attachment B - Services to be performed

TRAC Operator Contract

- 2) Non-operational vehicles are prohibited unless an active emergency repair is being done and expected to be resolved within five business days. Non-operational vehicles would otherwise be towed by the CITY at owners' expense. The basic requirement is that no long-term non-operational vehicles can remain on the property.
 - 3) RVs, even if operational, are not allowed to be parked at the Trent facility. The only exception to this is an RV asset owned by GRANTEE that is temporarily being used for showers or isolation space.
 - 4) The outside parking area is for shelter employees and volunteers, service providers, security and police officers, or other authorized visitors. An external individual conducting a personal visit to a guest must check in with GRANTEE and subject to the same parking provisions.
- d. Training
- 1) Minimum training provided to all GRANTEE staff or volunteers before opening or within five days of being hired. Volunteers will be appropriately trained to the specific tasks/areas they are assisting in.
 - i. First aid and CPR
 - ii. Narcan administration
 - iii. Trauma-informed care
 - iv. De-escalation
 - v. Using Fire Extinguishers
 - vi. AED - defibrillator
 - vii. Distribution of OTC medication
 - viii. Diversity, equity, and inclusion
 - ix. Fire drills
 - x. Food handler card
 - xi. Confidentiality
 - 2) Specialty or additional training to provide as required:
 - i. CMIS input, update, and reporting
 - ii. Staff and volunteer Management/Leadership
 - iii. Higher level De-escalation

Attachment B - Services to be performed

TRAC Operator Contract

- iv. Quarterly Trauma Informed Care
 - v. Crisis Intervention
- e. Community Engagement
 - 1) GRANTEE will facilitate at least two Open Houses within the first eight weeks of operation and ensure broad communication and invitation to same throughout the community. GRANTEE shall be prepared to conduct a short brief as needed on shelter operations.
 - 2) Initial and ongoing engagement with the surrounding community and businesses is expected, with a cyclical process to ensure multiple touches throughout the year.
 - 3) Attendance at cyclical neighborhood or local business meetings to the highest degree possible. Mandatory attendance at meeting specifically arranged to discuss the Trent shelter.
 - 4) Provision and publication of a 24-hour call number for a community member or business to call for information or assistance. GRANTEE agrees to a service level response to a serious issue within two hours, and routine issues within 48 hours.
 - 5) Participation in a quarterly public briefing to highlight operations over the past quarter and plans for the next quarter.
- d. Community Management Information System (CMIS) Requirements
 - 1) GRANTEE shall abide by all the CMIS stipulated guidelines, rules, and/or directions specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements during the term of this agreement.
 - 2) If GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act (VAWA) or Victims of Crime Act (VOCA), GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, GRANTEE must provide aggregated data to fulfill contractual performance and validation of data quality within the database. The Homeless Management Program Manager (HMIS) at the CITY is responsible for certifying the database as comparable.
 - 3) GRANTEE shall enter data into the CMIS for every client served under the agreement based on current HUD and CMIS data standards and aforementioned published plans. Client records shall be submitted and updated as required, no less frequently than monthly on or before the 5th day of each month.
- e. Metrics and reporting

Attachment B - Services to be performed

TRAC Operator Contract

- 1) Daily capacity numbers submitted to CITY CHHS.
- 2) For the first four weeks, daily sit reps each business day indicating any key operating information or resource needs to facilitate incremental improvement.
- 3) CMIS input and reporting as separately defined.
- 4) Monthly progression reporting as defined below:
 - i. Unique services by hours, appointments, referrals, or needs to indicate the number for individualized services performed and percentage of those engaged, refusing services, or underserved.
 - ii. Number of guests that progressed to a Transitional Housing Program, including the Way Out Center or other transitional shelters/programs.
 - iii. Number of guests that progressed to a Permanent Supportive Housing (PSH) or other permanent housing program.
 - iv. Number of guests employed, indicating full or part time. This would not include temporary, or day labor performed, which can be noted separately.
 - v. Number of guests in qualifying programs. Examples include, but not be limited to outpatient programs for Behavioral Health, Substance Misuse, Employment and Job Training Programs.
 - vi. Number of guests that have returned to the shelter after earlier progression to transitional or permanent housing. This metric should gather the dates to help identify the cycle time of the individual through the cycle as information to help on future service engagement and case management.
 - vii. 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 Contract. The report shall contain: the CFDA number of the grant or contract award, description of the property, serial or other identification number, acquisition date, who holds title (if applicable), cost of the property, percentage of any federal participation in the cost, location of asset, use of the asset, condition of the property, and any ultimate disposition or disposal of the asset including disposal date and sale price. The annual report is due within 30 days of the end of the fiscal year (January 30) or 30 days after the end of the term of this Contract, whichever comes first.
 - viii. GRANTEE shall submit data required for the Annual Homeless Assessment Report, State Commerce Annual Report, Housing Inventory Count, the annual Point in Time Count, the System Performance Measures Report, and other reporting requirement identified by the CITY or HMIS Committee of the Coe Board.

Attachment B - Services to be performed

TRAC Operator Contract

- e. Procurement
- 1) GRANTEE shall conform to Federal, State, or local procurement policies and procedures for all purchased with Federal funds under this agreement
 - 2) Beds and other individual requirements should be initially scaled at the 250 quantity. Surge past 250 can be done using mats, temporary containers, and other ad-hoc capabilities.
 - 3) GRANTEE should use just-in-time resource and supply chain capabilities where possible to allow for variable shelter populations and keep costs under control. Where necessary to have shelf stock or advance purchase for key supplies, those should be documented, and the CITY informed to ensure transparency.

Salvation Army

CITY OF SPOKANE

By _____

By _____

Signature Date

Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Spokane City Attorney

Attachment C - Performance Report

Quarterly Activity Report

SECC: > I Community, Housing, and Human Services Department <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> 808 W Spokane Falls Blvd., 6th Floor Spokane, WA 99201 </div> </div>		Date rec'd - City use only		
Activity Reporting Period: (check box that applies) <input type="checkbox"/> July-Sept. 2022 <input type="checkbox"/> Oct.-Dec. 2022 <input type="checkbox"/> Jan.-Mar. 2022 <input type="checkbox"/> Apr.-June 2022				
Instructions - Please review before completing the form.				
All grantees are required to submit Activity Reports on a quarterly basis. The information collected enables the City of Spokane (City) to satisfy record keeping and reporting requirements. The City reserves the right to not process any request for funds for projects that do not have activity reports submitted to the City by the uniform due dates of October 15th, January 15th, April 15th, and July 15th.				
Grantee Information		Report Submission		
Project Name:		Preparer Name:		
Grantee:		Title:		
		Email Address:		
		Phone:		
Total Award (\$):		Certification: I certify to the best of my knowledge and belief that the information in this report is true and correct.		
Objective: Public Services				
Accomplishment Proposed:				
		Signature _____ Date _____		
<u>Beneficiary Information</u>				
Race and Ethnicity: Enter the total of NEW (unduplicated) persons served for this quarter into the appropriate race category for the project and enter the total unduplicated persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. Also, enter the total persons (for both the quarter and GTD) that identify as Hispanic/Latino in the appropriate race category. For example, if a person identifies as White (race) and Hispanic/Latino (ethnicity) then that person would be added to the row corresponding to the white category in both columns. The HUD Definitions of Race Categories are provided on the Reference tab. If no new clients were served, please report 0 in the applicable box.				
Race and <u>Ethnicity</u>	Quarter Total#	GTD Total#	Hispanic/Latino Quarter Total#	Hispanic/Latino GTD Total #
1) White				
2) Black/African American				
3) Asian				
4) American Indian/Alaskan Native				
5) Native Hawaiian/Other Pacific Islander				
6) American Indian/Alaskan Native & White				
7) Asian & White				
8) Black/African American & White				
9) Amer. Indian/Alaskan Native & Black/African Amer.				
10) Other Multi-Racial				
TOTAL	0	0	0	0

CONTINUE TO NEXT PAGE

Quarterly Activity Report

Income Levels: Enter the total of **NEW** (unduplicated) persons served for this quarter into the appropriate income category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. The HUD FY 2015 Income Limits are provided on the Reference tab.

Income Levels	Quarter Total#	GTD Total#
1) Extremely Low (< 30%)		
2) Low (> 30% to< 50%)		
3) Moderate (> 50% to< 80%)		
4) Non-Low/Moderate (> 80%)		
TOTAL	0	0

Public Services: Please read the category description and enter the total of **NEW** (unduplicated) persons served for this quarter in the appropriate category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column.

<u>Public Services</u>	Quarter Total#	GTD Total#
1) With New or Continuing Access to a Service or Benefit:		
2) With Improved Access to a Service or Benefit:		
3) Receive a Service or Benefit that is No Longer Substandard:		
TOTAL	0	0

PLEASE NOTE: The TOTAL for the quarter and GTD provided in the above three sections must match!

Accomplishment Narrative

Provide a brief narrative describing the progress of the activities that were undertaken during the reporting period. Please report on quarterly accomplishments and if the outcomes/outputs are based on the number of persons that have received a specific service, the numbers reported must be representative of **NEW** (unduplicated) persons for the reporting quarter. You may want to cite the percentage of the activity that has been completed, provide a timeframe for completing the activity and meeting a national objective, and/or explain why accomplishments have not yet been reported. Please also use this space to address any technical assistance needs. There is a section provided to explain barriers or delays in the implementation of the program.

PROGRESS OF ACTIVITIES:

BARRIERS/DELAYS:

PLEASE ENSURE REPORT IS COMPLETE (BENEFICIARY INFO. & ACCOMPLISHMENT NARRATIVE) BEFORE SUBMISSION

ATTACHMENT D: BUDGET

2022


Category	Amount
Program Operations	\$ 1,147,606.00
Facility Support	\$ 824,128.00
Administration	\$ 48,286.00
HMIS / Data Collection	\$ 18,448.00
Total	\$ 2,038,468.00

2023

Category	Amount
Program Operations	\$ 3,100,602.00
Facility Support	\$ 1,283,230.00
Administration	\$ 107,592.00
HMIS / Data Collection	\$ 51,840.00
Total	\$ 4,543,264.00

Combine Year Totals \$ 6,581,732.00

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.

	City of Spokane Grantee Billing Form 2019-2024 Emergency Solutions Grant		City Clerk #		
			Vendor ID #		
			FMS Acct #		
SUBMIT BILLING TO:			Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> 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.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201					
GRANTEE (Warrant is to be payable to:)					
Salvation Army, Kenneth J. Perine 222 E. Indiana Ave. Spokane, WA 99207					
Grantee Certification					
Project/Program:	TRAC	By: _____			
Award Number:		(SIGN IN INK)			
National Objective:	N/A	(TITLE) _____ (DATE) _____			
Eligibility Code:	N/A				
IDIS Activity ID:		(EMAIL ADDRESS) _____ (TELEPHONE NUMBER) _____			
Grant Term:		Billing date:			
Indirect Cost Rate:		Expense Period:			
EXPENSE Categories:	<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)	
Program Operations	\$ 1,147,606.00	\$ -	\$ -	\$ 1,147,606.00	
Facility Support	\$ 824,128.00	\$ -	\$ -	\$ 824,128.00	
Administration	\$ 48,286.00	\$ -	\$ -	\$ 48,286.00	
HMIS/Data Collection	\$ 18,448.00	\$ -	\$ -	\$ 18,448.00	
GRAND TOTAL	\$ 2,038,468.00	\$ -	\$ -	\$ 2,038,468.00	
Contract Amount (auto populated)		\$ 2,038,468.00	% Expended:	0.00%	
Total Expended to Date (auto populated)		\$ -			
Contract Remaining Balance		\$ 2,038,468.00	% Remaining:	100.00%	
← Check box if final request.			CHHS Approval:		

Attachment F

Out of Cycle Contract Amendment Request

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

Type of Revision ☒ Budget Revision ☐ Performance ☐ Extension ☐ Other
Requested

Please Describe your Request

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

A	B	C	D	E	F
Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$		\$.
			\$		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
TOTAL	\$.	\$.	\$.	\$.	\$.

***Total for Column C **MUST** be 0.

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;

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 GFR 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 (GMP).

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. Ownership of Records and Documents.

Any and all work product prepared by GRANTEE in the course of performing this Contract shall immediately become the property of the CITY, including any "Confidential Information" referenced in the subsection addressing "Confidential Information" below. In consideration of the compensation provided for by this Contract, GRANTEE hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by GRANTEE. Previously owned intellectual property of GRANTEE, and any know-how, methodologies or processes used by GRANTEE to provide the Work under this Contract shall remain property of GRANTEE.

2. 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.

3. 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.

4. 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

- 1.) "Confidential Information" as used in this section includes:
 - a. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - b. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - c. 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).
- 2.) 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.
- 3.) 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.
- 4.) 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.

- 5.) 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.

B. 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.

C. 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.

5. 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.

2) 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.

3) 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,

hall 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.

a. Compliance

3.) "Section 3" Clause

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 570.200U}, 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 H-ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 - Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, Executive orders, OIA Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans With Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CPR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 1927 A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane (City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146" 148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act **not** apply to projects funded **solely** with ARPA/CSLFRF CNM 2L027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations is used by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7611) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency the Comptroller General of the United States, or any of their duly authorized representative; to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, publications regarding certain telecommunications and videoconferencing services or equipment are mandated by section 889 of the John McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115,232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a)- 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000 (2 CFR 200.501(d));
- federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

EXHIBIT I - CMIS

Community Management Information System ("CMIS") also familiarly referred to as the Homeless Management Information System (HMIS).

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

GRANTEE will report daily no later than 9:00 am to the City what the shelter utilization from the night before was. For example, if the shelter has a capacity of 70 beds (including a combination of beds and floor mats) for sleeping, and 56 of those spaces were used overnight, GRANTEE will report this 56 bed utilization to the City by 9:00 am the next morning. There are NO exceptions to this utilization reporting requirement. The City will use this data in CMIS (also commonly referred to as HMIS), and any other data tool the City presently utilizes or maintains, or chooses to develop from time to time. This data will be available for the City to use for any and all purposes and additionally will be available for the public.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as 'comparable'.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the

housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.



The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index - Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMTS@spokanecity.org.

Other Reporting Requirements

GRANTEE shall submit data required for the Longitudinal Systems Analysis report, Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board.

Nightly Reporting

The GRANTEE shall submit utilization numbers nightly to CITY via email to chhsreports@spokanecity.org, spdradiosupervisors@spokanepolice.org, and sfdfirecomm@spokanecity.org.

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 thirty (30) days of the end of the term of this Agreement.

Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-inTime Count, the System Performance Measures Report, and other reporting obligations as identified by the City or the CMIS Committee of the CoC Board.

Data Collection Requirements

3.01-3.917	Universal Data Elements (All)	X
4.02	Income and Sources	X
4.03	Non-Cash Benefits	X
4.04	Health Insurance	X
4.05	Physical Disability	X
4.06	Developmental Disability	X
4.07	Chronic Health Condition	X
4.08	HIV/AIDS	X
4.09	Mental Health Problem	X
4.10	Substance Abuse	X
4.11	Domestic Violence	X
4.12	Current Living Situation	X
4.13	Date of Engagement	X
4.14	Bed-Night Date	X
4.19	Coordinated Entry Assessment	x
4.20	Coordinated Entry Event	x

Attachment A – Debarment and Suspension

Attachment B – Services to be Performed

Attachment C – Performance Report

Attachment D – Budget

Attachment E – Billing Sheet

Attachment F – Amendment Request Form

Attachment G – Federal Regulations

Attachment H – ARP/CSLRF CFDA 21.027 Funding

Attachment I – HMIS Requirements

**AGREEMENT BETWEEN
CITY OF SPOKANE (“CITY”) AND THE SALVATION ARMY (“GRANTEE”) IN CONJUNCTION
WITH THE CANNON STREET SHELTER**

1. Grantee The Salvation Army 222 E. Indiana Ave. Spokane, WA 99207		2. Contract Amount		3. Tax ID#	
				4. DUNS#	
5. Grantee’s Program Representative Kenneth J. Perine, Major 222 E. Indiana Ave. Spokane, WA 99207 (509) 325-6810			6. City’s Program Representative		
7. Grantee’s Financial Representative			8. City’s Contract Representative		
9. Grantor Award #		10. Start Date		11. End Date	
12. Federal Funds		CFDA #		Federal Agency	
13. Total Federal Award		14. Federal Award Date		15. Research & Development?	
16. Indirect Cost Rate					
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: This Agreement is subject to requirements set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Emergency Rent and Utility Assistance Application for Funding, (3) Public Services Programs Project Monitoring Guide for Sub-Recipients, (4) CITY’s Grantee Award Terms for ERA1, (5) Attachment “A” - Suspension & Debarment and FFATA Certification, (6) Attachment “B” - Grantee Billing Form, and (7) Attachment “C” - Monthly Report Form.					

(FACE SHEET)



CITY OF SPOKANE

CONTRACT

Title: Shelter Operations (Cannon St. Shelter)

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **THE SALVATION ARMY**, a Washington nonprofit corporation registered to do business in Washington, whose address is 222 E. Indiana Ave., Spokane, WA 99207, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the CITY desires to engage GRANTEE to perform services as described in this Contract;

WHEREAS, the CITY is entering into this CONTRACT with GRANTEE pursuant to the emergency procurement authority set forth in the Spokane Municipal Code (SMC) 07.06.180; and

WHEREAS, GRANTEE represents by entering into this Contract that it is a non-profit corporation authorized to do business in Washington and fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the CITY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties agree as follows:

1. SCOPE OF SERVICE. GRANTEE shall operate a shelter for those experiencing homelessness at property located at 527 S Cannon St, Spokane, WA 99201 in Spokane, hereinafter referred to as the "Cannon Street Shelter."

The GRANTEE will be responsible for administering an Emergency Solutions Grant Coronavirus ("ESG-CV") Cannon Street Shelter Program ("Program") in a manner satisfactory to the CITY, in accordance with the GRANTEE's Year-Round Shelter Operator Application for Funding, the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY". Such program will include the following activities eligible under the Emergency Solutions Grant ESG-CV program:

The GRANTEE shall staff and operate a night-by-night model emergency shelter at 527 South Cannon Street, Spokane, Washington. This facility will maintain shelter capacity to meet basic needs and provide supportive services to single adults and households

without minor children that are experiencing homelessness. GRANTEE shall provide the following Program services:

- a. Intake and sheltering services shall operate twenty-four (24) hours per day, seven (7) days per week for up to seventy-two (72) adults in accordance with social distancing guidelines. Additional adults may be served if there is a need for an emergency activation due to community or environmental circumstances and only if COVID-19 safety restrictions are modified or lifted allowing for more bed capacity in the shelter. Written notification and collaboration between the City and GRANTEE shall be issued in the event of an emergency activation.
- b. Daytime shelter services shall be provided seven (7) days per week including bathroom access, shower access, access to electricity for charging electronic devices, and three meals per day.
- c. Daytime services provided shall include outreach services, referral services, a coordinated entry access point, case management, transportation, and temporary storage for personal belongings.
- d. All services provided shall follow COVID-19 protocols as determined by the Centers for Disease Control and the Spokane Regional Health District.
- e. Regular sweeps around the area of the Cannon Street Shelter location to remove trash or debris. Sweeps shall occur no less frequently than twice daily.
- f. Goals and Performance Measures

Program performance measures are identified as follows:

CMIS Project Name(s):	To be determined
Population(s) Served:	Single Adults & Households without Minor Children
# of Beds in Inventory:	72

- g. General Administration.

GRANTEE shall provide administrative services related to the planning and execution of all ESG-CV activities, including general management, oversight and coordination and training on ESG-CV requirements.

In the event of a conflict between 24 CFR 576, ESG-CV Program Guidelines, and the CITY Guidelines for Homeless Housing, Operations, and Services Grant, the ESG-CV Program Guidelines shall supersede the CITY Guidelines for Homeless Housing, Operations, and Services Grant.

Additionally the GRANTEE agrees to the following:

1. Work with community resource providers to coordinate access on-site or

virtually to employment services, housing services, mental health services, substance abuse services, and other identified resources during regularly scheduled times each week.

2. Remain in contact and maintain good relationships with other shelter providers to refer those seeking shelter to other locations should usage or other needs require it.

3. Maintain regular and good communication with neighbors including providing a 24-hour accessible representative who can resolve arising needs.

4. Respond quickly to neighborhood concerns.

5. Provide a point of contact for real-time shelter availability to help community officials direct those in need of services or sheltering.

6. Provide participant data as specified in sections 8 (C) 4 and 8 (C) 5 of this agreement.

h. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the CITY's Guidelines for the Homeless Housing, Operations, and Services Grants.

i. 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.

j. Program Operator Responsibilities

Program Operator shall be responsible for providing all janitorial services, janitorial supplies, janitorial equipment, graffiti removal / miscellaneous painting, graffiti removal supplies, paint supplies, lamps and lamp replacement, purchasing and replacing ceiling tiles damaged by vandalism, and all grounds maintenance such as garbage and litter pickup, waste abatement, sanitization, snow

and ice removal from sidewalks and parking areas, snow removal equipment, and supplies such as deicer, sand, etc.

k. Property Owner Responsibilities

Property owner shall be responsible for all building services and systems such as water, sewer, electrical, lighting fixtures (not lamp replacement) plumbing, HVAC components and equipment, roof and interior walls, and drywall repair. All structural and building envelope components, footings, foundations, walls, door windows, insulation, roof, and exterior siding. All site improvements such as asphalt and concrete repairs, and permanent fencing. All work completed under this section by the Owners shall be at the Owners discretion.

2. CONTRACT TERM/PERIOD OF PERFORMANCE The term of this Contract shall commence on Tuesday, November 1, 2022 and shall run through December 31, 2022, unless terminated sooner. Unless directed otherwise by the CITY, GRANTEE shall perform the Work in accordance with any schedules and/or exhibits made a part of this Contract.

3. COMPENSATION. The total amount City shall pay GRANTEE for the Work described in this Contract shall not exceed (\$2,048,602.00). The BUDGET for this work is broken down as follows in the below Budget Chart:

Operations	\$ 1,880,454
Facility Support	\$ 15,604
Administration	\$ 152,544
Total	\$ 2,048,602 Annual

4. PAYMENT PROCEDURES. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Contract shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment D. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Contract do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY'S Contract Representative designated on the FACE SHEET of this Contract either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or funding agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or funding agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Contract will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Contract.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Contract. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Contract period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Contract.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. GRANTEE shall comply with all applicable federal, state, and local laws, rules, policies, regulations or ordinances in the

performance of its obligations under this Contract, including the following requirements:

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Parts 91 and 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants and Consolidated Plan Conforming Amendments), as applicable. The GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR Part 58 and (2) the GRANTEE does not assume the recipient's (CITY) 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.

The GRANTEE shall ensure screening, assessment, and referral of program participants is consistent with the Written Standards for providing ESG-CV Assistance, 24 CFR 576.400(d).

The GRANTEE shall provide housing stability case management when providing homelessness prevention or rapid re-housing assistance to a program participant, in accordance with 24 CFR 576.401(e).

The GRANTEE shall assist each program participant as needed to obtain the mainstream and other resources described in 24 CFR 576.401(d).

The GRANTEE shall ensure that data on all persons served and all activities assisted under the ESG-CV Program are entered into the HMIS in line with HUD's standards on participation, data collection, and reporting in accordance with 24 CFR 576.400(f).

The GRANTEE shall conduct an initial evaluation to determine the eligibility of each individual or family for ESG-CV assistance and the amount and types of assistance the individual or family need to regain stability in permanent housing in accordance with 24 CFR 576.401(a).

If a Program participant violates program requirements, the GRANTEE may terminate the assistance in accordance with a formal process established by the GRANTEE that recognizes the rights of the individuals affected in accordance with 24 CFR 576.402.

The GRANTEE certifies that shelters and housing supported by ESG-CV funds and used by ESG-CV beneficiaries will conform to 24 CFR 576.403.

The GRANTEE certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG-CV program, and in providing services for occupants of these facilities in accordance with 24 CFR 576.405 and 42 USC 11375(d).

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic

means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

For the CITY:
City Administrator
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Email: _____

For GRANTEE:
The Salvation Army

Either party may change the designated contact, or any information listed above by giving advance notice in writing to the other party.

Communication and details concerning this Contract shall be directed to the Contract representatives as identified on the FACE SHEET.

8. AMENDMENTS. The parties may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing and signed by a duly authorized representative of each party. Such amendments shall not invalidate this Contract, nor relieve or release the CITY or GRANTEE from its obligations under this Contract. **All amendments to this Contract must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Contract. Requests submitted within the final ninety days of the period of performance of this Contract shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing.

The CITY may, in its discretion, unilaterally amend this Contract to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both PARTIES.

9.
for convenience at any time for any reason deemed appropriate by the CITY. Termination is effectively immediately upon notice of termination given by the CITY. In the event of such ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

10. TERMINATION.

A. Termination for Public Convenience. The CITY, in its sole discretion, may terminate this Contract termination, the CITY shall pay GRANTEE for all Work previously authorized and performed prior to the termination date.

B. Termination for Cause. If GRANTEE defaults by failing to perform any of the obligations of the Contract, including violating any law, regulation, rule or ordinance applicable

to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to GRANTEE in the U.S. mail, postage prepaid, terminate the Contract, and at the CITY's option, obtain performance of the Work elsewhere.

If the Contract is terminated for cause, GRANTEE shall not be entitled to receive any further payments under the contract until all Work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to GRANTEE. GRANTEE shall bear any extra expenses incurred by the CITY in completing the Work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that GRANTEE was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

C. Opportunity for Cure. The CITY at its sole discretion may in lieu of a termination allow GRANTEE to cure the defect(s), by providing a "Notice to Cure" to GRANTEE setting forth the remedies sought by CITY and the deadline to accomplish the remedies. If GRANTEE fails to remedy to the CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the CITY shall have the right to terminate the Contract without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude the CITY from also pursuing all available remedies against GRANTEE and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

11. INDEMNIFICATION. GRANTEE shall defend, indemnify, and hold the CITY and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise out of or in connection with or incident to negligent performance or willful misconduct pursuant to this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require GRANTEE to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the negligence of the CITY, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of GRANTEE's agents or employees and the CITY, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of GRANTEE, its agents or employees. GRANTEE specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by GRANTEE's own employees against the CITY and, solely for the purpose of this indemnification and defense, GRANTEE specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. GRANTEE is an independent contractor and responsible for the safety of its employees. GRANTEE recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the CITY harmless provided for in this section shall survive any termination or expiration of this Contract.

12. INSURANCE. During the term of the Contract, the Company shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020 and with a limit of no less than the amount and in the form required by law, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1 million each occurrence and \$2 million general aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to GRANTEE's services to be provided under this Contract;

1) Acceptable supplementary Umbrella insurance coverage, combined with GRANTEE's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this Contract, GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed Contract. **The certificate shall specify the CITY of Spokane as "Additional Insured"** specifically GRANTEE's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the Work to be performed under this Contract. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Contract.

14. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98. Attachment A.

15. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

16. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the Work, means that GRANTEE shall perform the best general practice.

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

GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GRANTEE will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

A. Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. GRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of GRANTEE's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

F. GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and GRANTEE may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. GRANTEE will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be finding upon each subcontractor or vendor. GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

18. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If GRANTEE does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

19. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Ownership of Records and Documents

Any and all work product prepared by GRANTEE in the course of performing this Contract shall immediately become the property of the CITY, including any Confidential Information more specifically defined below in this contract. In consideration of the compensation provided for by this Contract, GRANTEE hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by GRANTEE. Previously owned intellectual property of GRANTEE, and any know-how, methodologies or processes used by GRANTEE to provide the Work under this Contract shall remain property of GRANTEE.

2) Records to be Maintained

GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Contract. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

3) Retention

GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of three (3) years. The retention period begins following the date of final payment. 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 three-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.

4) Client Data

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 of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

5) 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. GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. 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. 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, 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 Contract 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, GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by GRANTEE against unauthorized disclosure.

c. Unauthorized Use or Disclosure. 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.

6) Close-outs

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 Contract shall remain in effect during any period that GRANTEE has control over program funds, including program income.

7) Audits & Inspections

GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Contract.

GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Contract shall be made available to the CITY, or other authorized 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 Contract is funded by Federal sources, GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

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 at Spokane City Hall, 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.

GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative at Spokane City Hall, 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. 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.

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 GRANTEE all disallowed costs resulting from the audit.

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

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE's materials and information only to the extent that is legally allowed in the State of Washington. CITY is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records prepared, owned, used, or retained by the CITY public records which are freely available upon request by anyone. In the event that CITY receives a valid public records request GRANTEE's materials or information, CITY will give GRANTEE notice and if GRANTEE objects to the release of such materials or information, GRANTEE must go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. GOVERNING LAW / VENUE. This Contract shall be deemed to have been executed and delivered within the State of Washington, and all rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflicts of laws. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS. The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

24. WAIVER. The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. CONTRACT WORK HOURS AND SAFETY STANDARDS.

A. Overtime requirements: No contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

B. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, GRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, GRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by GRANTEE or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. GRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

26. CLEAN AIR ACT.

A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to

the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

27. FEDERAL WATER POLLUTION CONTROL ACT.

A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

28. ASSURANCES. GRANTEE affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Trent Avenue Shelter for the purpose stated in this Contract in a manner that will ensure the stability, safety, and health of residents of the shelter and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the CITY for reimbursement. GRANTEE further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Spokane.

29. NON-APPROPRIATION OF FUNDS. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the CITY will not be obligated to continue the Contract after the end of the current fiscal period, and this Contract will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

30. COOPERATION WITH SERVICE PROVIDER. GRANTEE acknowledges that the CITY has contracted with XXX to provide certain services to guests at the Trent Avenue Shelter. GRANTEE shall develop, maintain and enhance a good working relationship with XXX and shall participate in collaborative approach in solving any problems/conflicts that arise between GRANTEE and XXX in the performance of their respective obligations with respect to operation of the shelter and provider services to its guests. In the event of conflict between GRANTEE and XXX, the CITY will resolve the dispute and the CITY's resolution will be final.

31. COMMUNITY MANAGEMENT INFORMATION SYSTEM (CMIS) ALSO KNOWN AS THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS).

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

GRANTEE will report daily no later than 9:00 am to the City what the shelter utilization from the night before was. For example, if the shelter has a capacity of 400 beds (including a combination of beds and floor mats) for sleeping, and 100 of those spaces were used overnight, GRANTEE will report this 100 bed utilization to the City by 9:00 am the next morning. There are NO exceptions to this utilization reporting requirement. The City will use this data in CMIS (also commonly referred to as HMIS), and any other data tool the City presently utilizes or maintains or chooses to develop from time to time. This data will be available for the City to use for any and all purposes and additionally will be available for the public.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The HMIS Program Manager is responsible for certifying a database as 'comparable'.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY.

GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index - Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMIS@spokanecity.org.

32. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the CITY and the GRANTEE for the Work and the use of funds received under this Contract, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Contract provisions as listed above.

THE SALVATION ARMY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

Attachments that are part of this Contract:
Attachment A – Debarment and Suspension
Attachment B – Services to be Performed
Attachment C – Performance Report
Attachment D – Budget
Attachment E – Billing Sheet
Attachment F – Amendment Request Form
Attachment G – Federal Requirements
Attachment H – ARP/CSLRF CFDA 21.027 Funding
Attachment I – HMIS Requirements

Attachment A – Debarment and Suspension

Attachment B– Performance Report

Attachment C – Budget

Attachment D – Billing Sheet

Attachment E – Amendment Request Form

Attachment F – Federal Regulations

Attachment G – ARP/CSLRF CFDA 21.027 Funding

RESOLUTION NO. 2022-0096

A Resolution ratifying the Mayor's October 26, 2022, Executive Declaration of Civil Emergency or Disaster.

WHEREAS, on October 26, 2022, Mayor Nadine Woodward issued an Executive Declaration of Civil Emergency or Disaster in the City of Spokane (the "Declaration"), pursuant to SMC 2.04.030, due to the public emergency faced by XYZ; and

WHEREAS, the City executed an agreement with the Guardians Foundation to operate a public low barrier shelter named the Trent Resource and Assistance Center and has determined to terminate the contract and agreement with the Guardians Foundation for operation of TRAC; and

WHEREAS, it is crucial to continue care for unsheltered individuals at TRAC with no or minimal change in services during the transition to a new operating agency; and

WHEREAS, the City has contracted with Salvation Army in the past and has found the services rendered to be of the highest level and to be of reasonable rates relating to other provider contracts entered into over the past 24 months; and

WHEREAS, the City and the Salvation Army-Spokane are prepared to enter into an agreement to provide operational services at TRAC and to minimize the impact on unsheltered individuals during the transition; and

WHEREAS, an emergency exists that necessitates utilization of the emergency powers granted pursuant to RCW 38.52 and/or 35A.33.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council:

Section 1. As a result of the termination of the contract with the Guardians Foundation, there is a present disaster or civil emergency, which necessitates the utilization of emergency powers granted pursuant to Chapter 02.04 SMC, SMC 07.06.180 and RCW 35.52.070(2), which are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

Section 2. The Executive Declaration of Civil Emergency or Disaster by Mayor Woodward, dated and effective October 26, 2022, is hereby ratified by the City Council by this Resolution.

Section 3. Notwithstanding the Executive Declaration of Civil Emergency or Disaster, the City Council reserves its full authority under the City Charter to take any and all necessary steps to safeguard the public health, safety and welfare of all residents of Spokane including, without limitation, any necessary measures to mitigate the effects of economic disruption in connection with the disaster or civil emergency, and

prioritization of the use of funds or resources received from the state and/or federal governments.

Section 4. This Civil Emergency shall continue until terminated by the Mayor or by City Council resolution.

Section 5. A copy of this Resolution and the Executive Declaration of Civil Emergency of Disaster shall be delivered to the Governor of the State of Washington and to the Spokane County Board of Commissioners. To the extent practicable, a copy of this Resolution and the Declaration shall be made available to all news media within the City and the general public. In order to give the widest dissemination of this Resolution and the Declaration to the public, as many other available means may be used as are practical.

BE IT ALSO RESOLVED that the Council...

Passed by the City Council this 27th day of October, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE EXECUTIVE ORDER	EO 2020-00__ LGL 2020-00__
TITLE: EMERGENCY ORDER FOR WRITTEN FINDING OF EMERGENCY JUSTIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE SALVATION ARMY-SPOKANE TO OPERATE THE TRENT RESOURCE AND ASSISTANCE CENTER (TRAC)	
EFFECTIVE DATE: October 27, 2022 REVISION DATE IF APPLICABLE:	

Factual Background Information to Finding of Emergency to Support Execution of an agreement between the City of Spokane and the Salvation Army-Spokane in conjunction with operation of TRAC:

WHEREAS, the City of Spokane and the Spokane region continue to experience a high number of unsheltered homeless individuals needing comfort, support and shelter;

WHEREAS, the City of Spokane has a very large homeless encampment that continues to put a strain on City resources and affects the continued care for unsheltered individuals not residing at the encampment;

WHEREAS, the City executed an agreement with The Guardians Foundation to operate a public low barrier shelter named the Trent Resource and Assistance Center and has determined to terminate the contract and agreement with The Guardians Foundation for operation of TRAC;

WHEREAS, it is crucial to continue care for unsheltered individuals at TRAC with no or minimal change in services during the transition to a new operating agency;

WHEREAS, the City has contracted with Salvation Army in the past and has found the services rendered to be of the highest level and to be of reasonable rates relating to other provider contracts entered into over the past 24 months;

WHEREAS, the City and the Salvation Army-Spokane are prepared to enter into an agreement to provide operational services at TRAC and to minimize the impact on unsheltered individuals during the transition;

NOW, THEREFORE, Spokane Mayor, Nadine Woodward, does hereby order and direct:

- 1) An emergency situation exists and that the public safety and health of the community necessitates the execution of an agreement between the City of Spokane and the Salvation Army-Spokane to continue the operation of TRAC to provide shelter and services to Spokane's unsheltered population.
- 2) Pursuant to SMC 2.04.100, the Mayor or her designate, may make emergency procurements consistent with provisions of SMC 7.06.180.
- 3) The finding of this emergency situation and the necessity for the execution of this agreement is based upon the facts set forth herein and the records and files of the City.
- 4) This emergency declaration shall be submitted to the City Council for ratification pursuant to SMC 2.04.060

Dated this _____ day of October, 2022.

Mayor Nadine Woodward

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Date of Publication: _____

Effective Date: _____