

**November 15, 2022**

**REQUEST FOR PROPOSALS (RFP)  
P221ERA2**

**Emergency Rental Assistance 2  
(ERA2)**

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**DEFINITIONS:**

For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

1. “ARP” American Rescue Plan
2. “ERA” Emergency Rental Assistance
3. “RFP” Request for Proposal
4. “Firm” refers to the person or entity awarded a contract resulting from this RFP.
5. “County” refers to Spokane County Washington, a political subdivision of the State of Washington.
6. “Proposal” a submittal response to this RFP.

For the purposes of the response section it shall be understood that the use of any form of the word "you, your, company, Firm and other such similar words" refers to the Firm.

**PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit contract proposals from firms for funding of an ERA per the title and number of this RFP.

**PROJECT LOCATION:**

Determined by the Firm proposal and/or the RFP, limited to the geographical boundaries of Spokane County. Priority will be given to those residing outside the limits of the City of Spokane, as the City of Spokane received its own allocation of ERA2 funding.

**PERFORMANCE:**

The County intends that the Firm awarded the contract shall perform the work commencing upon the notice to proceed and shall terminate upon project completion unless terminated sooner by written notification from the County.

The designation of the Firm as “most advantageous” by the County, taking into account all evaluation criteria, is not intended to be nor will it be a guarantee of an award to a Firm. The County retains the right to award work, on this or any other project, to other Firms.

**SELECTION SCHEDULE:**

*The following dates are based upon initial planning and should be considered tentative.*

ITEM	DATE
<b>RFP issued</b>	<b>November 15, 2022</b>
<b>Responses Due</b> (within <a href="#">ARP Application Portal</a> and All Upload Attachments)	<b>December 5<sup>th</sup>, 2022 3:00pm local time</b>
<b>Evaluation of Submittals</b>	<b>December 6<sup>th</sup> – 9<sup>th</sup>, 2022</b>
<b>Designation of the most highly qualified firm (s) by the Board of County Commissioners</b>	<b>December 13<sup>th</sup>, 2022</b>

After submittals, have been opened in public, the County will post a listing of any final award determination made.

**SELECTION PROCESS:**

Spokane County will be the sole judge in the determination of the most advantageous firm or firms and the work to be offered. A recommendation committee will rank all proper submittals based on the evaluation criteria set forth in this packet. From these rankings either a recommendation for the most advantageous firm or firms will be made. Spokane County reserves the right to select the most advantageous firm or firms based solely on the written responses to the evaluation criteria.

No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

Requested amount is only one of the selection criteria considered. Factors other than funding request may include, but are not limited to; qualifications, experience, and longevity of operations of the Proposer; competence and technical capabilities of the personnel; technical approach and aspects of the proposal; feasibility of the proposal; efficiency and the Firm's ability to deliver in a timely manner and other considerations which may be in the best interest of the County.

Only complete submittals will be evaluated.

**INTERVIEWS:**

Interviews are not a mandatory part of this process. Interviews will be held solely at the option of the County. If interviews are conducted firms should plan to have key personnel on their interview teams who would most likely be assigned to the work on such on-call projects. Short listed firms may be asked to provide supplemental or additional information for review by the committee prior to the interviews.

The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the firms being interviewed. If changes are made to the criteria or weights, they will be reduced to writing and sent to the interview candidates prior to the conduct of the interviews.

Committee members will use the applicable evaluation criteria and weights to evaluate interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will rank the firms interviewed and present their recommendation to the Board of County Commissioners for selection of the most advantageous firm.

**ADDENDA TO THE RFP:**

Only those clarifications or interpretations of the documents that have been issued by written addenda by Spokane County posted on the [ARP Application Portal](#) will be official. Clarifications given during the submittal process by the County to the Firm's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the Firm shall at once notify the person designated to answer administrative questions.

**EVALUATION COMMITTEE:**

Contact with a committee member prior to selection of a Firm may constitute grounds for removal of the Firm from consideration.

**SUBMITTAL:**

The Firm has the sole responsibility to ensure its response has been uploaded in the Attachments section of the [ARP Application Portal](#) by the appointed date and time. Submissions will become part of the official records for this request for proposal and cannot be returned. Untimely submittals will not be considered.

**SUBMITTAL REJECTION:**

Spokane County reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities. The Board of County Commissioners may reject any or all submittals for good cause.

**CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL:**

The Washington Public Disclosure Act, Chapter 42.56 RCW ("Public Records Act") exempts the following

information from public disclosure:

- A. Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data.
- B. Proprietary data, trade secrets, or other information that relates to: (a) A Firm's unique methods of conducting business; (b) data unique to the product or services of the Firm. "Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- C. Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.
- D. Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other Firms for review or comparison until after award and contract execution.
- E. If a request is made to view a proposer's confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.
- F. Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten (10) days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.
- G. The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment, as to the records, documents or information that constitute public information under the Public Records Act.
- H. Defense and Reimbursement Obligations:
  - 1. The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing Spokane County for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.
  - 2. By submitting a proposal with portions marked "Confidential" or "Proprietary or Business Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

**If these terms are not acceptable, a firm should consider not replying to this Request for Proposal.**

**ATTACHMENT A - RESPONSE TO REQUEST FOR PROPOSALS**

**AUTHORSHIP:** Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of Spokane County. It is understood and agreed that the prospective Firm claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

Did outside individuals/agencies assist with preparation of this RFP?  YES  NO

If "Yes", please describe:

**BENEFICIAL INTEREST DISCLOSURE STATEMENT**

In accordance with Chapter 42.23 RCW Firms must disclose any and all personal relatives, or any relatives of the Firm's employees or sub-contractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the Firm or any sub-contractor of the Firm for the work of this request for proposals.

The Firm certifies below that there are no persons, meeting the criteria above, have any beneficial interest in the work of this request for proposals. (CHECK YES OR NO BELOW).

YES  NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary).

**ATTESTATION**

\_\_\_\_\_  
Signature, Administrator, or Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
print name and title

**ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS**

It is strongly recommended that this be used as the outline for your response.

**Criteria Description Evaluation and Weight:**

- 1. SERVICE DELIVERY ELGIBLITY` ..... 25**
  - a) Experience and qualification of Firm working including licensures for project delivery.
  - b) Confirmation of services and/or goods provided to priority populations.
  - c) Response to households that are at or below 80% of AMI.
  - d) Project funding request service area is within the geographical limits of Spokane County (Priority will be given to those residing outside the limits of the City of Spokane, as the City of Spokane received its own allocation of ERA2 funding).
- 2. COMPETENCE OF KEY PERSONNEL OF FIRM..... 25**
  - a) General and dedicated staff special expertise, experience in providing similar services and reporting in the local region.
  - b) General experience of firm in audit compliance.
  - c) Experience in Federal guidelines compliance.
- 3. ASSURANCE OF REQUIRED DELIVERABLES ..... 40**
  - a) Ability to staff and resources that will be utilized to provide project delivery.
  - b) Management and collaboration approach with internal and external stakeholders/community partners.
  - c) Ability to provide outcome metrics and required demographic information, as required by U.S Treasury for Emergency Rental Assistance (ERA) 2. Formal report submission template will be provided by Spokane County upon RFP award. Reporting information will include:
    - a. Ethnicity of participants;
    - b. Race of participants;
    - c. Sex of participants;
    - d. Household income percentages of Federal Poverty Level (FPL);
    - e. Number of households provided assistance; and
    - f. Other items as required including participation involvement and performance metrics.
  - d) Ability to project alignment to Housing assistance for individuals fleeing domestic violence.
  - e) Ability to show access to, or availability of matching funds other than ERA 2 request (if required by other funding sources).
  - f) Ability to coordinate and collaborate with Spokane County’s other ERA 2 provider to ensure no duplication of efforts.
  - g) Ability to complete project on or before September 30, 2025.
- 4. RESPONSIVENESS OF SUBMITTAL .....10**
  - a) Complete.
  - b) Concise.
  - c) Clearly presented information.
  - d) Amount of ERA 2 Funding Requested and Additional Funding Sources Available for Project.
- TOTAL POSSIBLE POINTS ..... 100**

## ATTACHMENT C - GENERAL CONDITIONS

**LIMITATIONS:** This Request for Proposals (RFP) does not commit Spokane County to award a contract to this RFP. Spokane County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel a part or in its entirety this RFP if it is in the best interest of Spokane County.

**AWARD:** A contract award will not be final until Spokane County and a prospective Firm have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted; therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. Spokane County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, Monthly Rent, monthly fees for furnished utilities and menu pricing in order to provide the best service at the best price for Spokane County.

**NON-DISCRIMINATION:** The Board hereby notifies all Individuals that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

**CONTRACT TERM:** A contract award will not be final until the County and prospective Firm have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

**CANCELLATION OF AWARD:** Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by both Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases, where negotiation of contract activities is necessary, Spokane County reserves the right to limit the period of negotiation to thirty (30) days after which time funds may be de-obligated.

**CONTRACT:** Agreements for the RFP Scope of Work (SOW) and Budget will be negotiated between Spokane County Executive Management, or their designee, and the Firm. If an agreement cannot be reached with the selected Firm, the next "most advantageous" Firm will be contacted for contract negotiations. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

The method of payment will be reimbursement of approved funds in the approved contract budget, with documented and approved subrecipient reports in the [ARP Application Portal](#) and approved invoice at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) Automated Clearing House (ACH);

No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the RFP, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct, accurate and approval invoice with the accompanying subrecipient report through the [ARP Application Portal](#).

Contract Administration: The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement.

**COUNTY CONTRACT ADMINISTRATOR**

Heather Arnold, Interim Grants Administrator  
Spokane County Office of Financial Assistance  
1116 West Broadway Ave  
Spokane, WA 99260  
Phone: (509) 477-7272  
Email: harnold@spokanecounty.org

County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. On behalf of the County the Contract Administrator's responsibilities include:

- assurance of sub-recipient performance, including ERA reporting requirements set forth in this Agreement;
- anticipate what (if any) County policies may affect or impact this contract and to work to address such issues to ensure compliance and congruity with County policies
- serve as the primary point of contact with the Firm;
- approve submissions to ensure proper reporting of the Firm as an ERA funded sub-recipient in order to receive reimbursement funding;
- ensure the acceptability of the Firm's accomplishment of the scope of work in the contract agreement;
- assurance of certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under the contract agreement;
- determine Firm performance and reimbursement payment schedules;
- cause or initiate changes or modifications to the contract agreement which may be subject to approval by the Board of County Commissioners; and,
- performance of all other contract administration responsibilities.

TERMINATION: The Agreement may be terminated in whole or in part under the following conditions:

1. by mutual written agreement;
2. by the County for breach by the Firm of any of the obligations or requirements set forth in the contract documents;
3. for convenience of the County; or
4. by the County for non-appropriation of funds.

Upon termination of the Contract the Firm will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of funding under this Agreement; 6) safeguard any of the above referenced materials until surrendered and returned to the County; and 7) surrender and return any County owned and furnished equipment used in conjunction with the provision under this Agreement.

TERMINATION WITHOUT CAUSE: Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Firm. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives;

**LAWS, ORDINANCES, PERMITS, and LICENSES:** The Firm must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing under the terms of this Agreement. The Firm is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Any items required for performance that are obtained through County assistance, all such assistance shall be at the expense of the Firm.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing provision of money or the performance of service(s) under the terms of this Agreement

**INSURANCE:** The consultant will be required to carry, for the duration of any contract resulting from this RFP, the insurance types and amounts as set forth in the Insurance Requirements Attachment E.

**COPYRIGHTS:** The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a Firm purchases ownership with funds received from any contract resulting from this RFP.

**DEBARRED OR SUSPENDED PARTY:** The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

In addition, the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

**SUBCONTRACTING:** It is understood that the Firm is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

**MAINTENANCE OF RECORDS:** The Firm will maintain, for at least six (6) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding contracted for herein. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by Firm until all litigation, claims, or audit findings involving the records have been resolved

**PRICE DETERMINATION:** The prospective Firm guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

**USE OF PROCESS:** The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

**LIMITATIONS:** This RFP does not commit Spokane County to award a contract. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

A resolution by the Spokane County Board of County Commissioners declaring a firm or firms as the most advantageous to be eligible to perform on call work referred to in this RFP will not constitute approval of a contract it will only represent approval of the firms most advantageous to be eligible.

Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the Firm and may be canceled upon written notification by the County.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

**EXPENSES:** This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they should be held. All costs associated with a response to this RFP shall be borne solely by the responding Firm.

**INTERPRETATION:** Should any discrepancies or omissions be found in the RFP specifications, or doubt as to its meaning, Firm shall at once notify the Interim Grants Administrator in writing. The Interim Grants Administrator will send written instruction or addenda as required to all interested parties. The County shall not be responsible for oral interpretations. All Addenda issued shall be incorporated into the contract.

**REPRESENTATION:** In submitting its Proposal the Firm represents that it has read and understands the proposal documents, that it has visited the site and or is familiarized itself with the local conditions under which the work is to be performed, that by signature of this proposal it is deemed to have acknowledged all requirements and signed all certificates contained herein. No allowance will be made after proposals are received for oversight, omission, error, or mistake by proposer.

**AUDITS:** Firm understands and agrees that it shall allow access and review of any materials submitted for audit, audit reports, corrective action plans, and any other related reports or documents related thereto.

## **ATTACHMENT D - ERA CFDA 21.023 FUNDING CONDITIONS**

Emergency Rental Assistance (ERA)

American Rescue Plan Act (ARPA)

Funding Authority: U.S. Department of Treasury

CFDA# 21.023 – Emergency Rental Assistance Program

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, OMB Circulars, and/or policies including, but not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the 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 CFR 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 Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000.00 must be submitted to Spokane County 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 provisions in accordance with 2 CFR Part 200.317 - 200.327:

- 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;
- Termination for cause and for convenience by Spokane County or the Contractor including the manner by which it will be affected and the basis for settlement;
- 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 Expenditure 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 \$100,000.00 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 \$2,000.00 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- For construction contracts in excess of \$100,000.00 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);

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 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 County and/or U.S. Treasury.

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 County 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

## **ATTACHMENT E - INSURANCE REQUIREMENTS**

**INSURANCE:** The Firm shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to Spokane County of Spokane. The Firm's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Firm and returned to the Spokane County. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that Spokane County of Spokane is named as an additional insured on the Firm's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the Firm's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the Firm or County shall be excess and not contributory insurance to that provided by the Firm.

The Firm shall not commence work, nor shall the Firm allow any Firm to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County

Failure of the Firm to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at Spokane County's discretion.

Providing coverage in the above amounts shall not be construed to relieve the Firm from liability in excess of such amounts.

**REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below, all coverage \$1,000,000.00 per occurrence with no deductible.

**GENERAL LIABILITY INSURANCE:** The Firm shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other firm(s) specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured As Respects To Contract No. P2341."

**PROOF OF AUTOMOBILE INSURANCE:** The Firm shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$100,000.00/\$300,000.00 and property damage coverage of \$50,000.00 or \$300,000.00 combined single limit for any vehicle used in conjunction with the provision under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to Spokane County.

**WORKERS COMPENSATION:** If the company has employees, the Firm shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the Firm's assurance that coverage is in effect.

**PROFESSIONAL LIABILITY INSURANCE:** SNAP shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

**SUB-CONTRACTOR:** The Firm shall include any and all sub-contractors as insured under its policies or shall require separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Firm will furnish the County with evidence of the above coverages, in the form of a certificate of insurance with copies of all exclusions and deductibles applicable to the insurance policy as evidence of the above coverage, before work on the project shall proceed. The Firm agrees to provide the County at least a forty-five (45) day written notification prior to any cancellation or

restrictive modification of the policies. Notice of cancellation of such coverage for nonpayment of premium shall be provided to the County at least forty-five (45) days in advance. Notice of cancellation for any other reason, or suspension, or of reduction of coverage limits below that required under this section shall be provided to the County at least forty-five (45) days in advance.

## ATTACHMENT F – SCOPE OF WORK

The Spokane County ERA 2 Program is designed to provide rental assistance and/or other housing related services to Spokane County residential households who meet the eligibility guidelines as set forth by the U.S. Treasury. Eligible recipients of this funding are those renter households with incomes no more than 80 percent of area median income (AMI) who meet the following conditions:

- One or more individuals in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus outbreak; and
- One or more individuals in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
  - A past due utility or rent notice or an eviction notice;
  - Unsafe or unhealthy living conditions; or
  - Any other evidence of such risk, as approved by the Firm and Spokane County

Spokane County will be prioritizing those applications which serve individuals fleeing domestic violence

Firm must prioritize assistance to households with incomes of no more than 50 percent of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days.

For eligibility purposes, Firm must only consider household income for 2022 or confirmation of monthly income that the household is receiving at the time of the application. Household income must be recertified every three months if the household is receiving ongoing assistance.

\$502,164.00 of funding is available and must be spent on Housing Stability Services (do not have to be related to the COVID-19 pandemic):

- Housing related services for survivors of domestic violence;
- Housing Navigators;
- Eviction Diversion programs;
- Housing Counseling;
- Case Management related to housing stability;
- Legal services or attorney's fee related to eviction proceedings and maintaining housing stability;
- Specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.

Firm agrees to comply with the reporting obligations established by Treasury, including the Treasury Office of Inspector General, as it relates to this Agreement, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011 (b)(2) of Division B of the Coronavirus Aid, Relief and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division 0 of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Firm acknowledges that any information required pursuant to Treasury's request may be publicly disclosed.

## Reporting:

Firm must collect data and provide it to Spokane County in a format which will be identified and guided by the U.S. Treasury. The data must be provided to Spokane County on both a monthly and quarterly basis.

Monthly data must be provided to Spokane County by Firm not later than the tenth day of the month following the preceding month, in form to be provided by Spokane County. The data collect shall include the following:

- The number of households that received ERA2 assistance in the month;
- Total amount of ERA2 award funds paid to or for participant households in the month;
- Total amount of other housing costs paid;
- Total number of households that received other housing costs; and
- Overall demographic data (Race, Ethnicity, Gender).

Quarterly data must be provided to Spokane County by Firm not later than the tenth day of the month following the preceding quarter (i.e. January – March report is due April 10<sup>th</sup>), in form to be provided by Spokane County.

- Number of unique households that completed and submitted an application for ERA assistance;
- Number of unique households that received ERA assistance;
- Number of unique households that received their initial ERA assistance in the current reporting period;
- Number of unique households that received ERA assistance by type:
  - Rent;
  - Rental arrears;
  - Utilities/Home Energy Bills;
  - Utilities/Home Energy Arrears;
  - Other expenses related to housing; and
  - Housing stability services.
- Number of unique households at certain income levels:
  - Less than 30% of Area Median Income;
  - Between 30 and 50% of Area Median Income; and
  - Between 50 and 80% of Area Median Income.
- Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs;
- Total number of recipient households whose income eligibility was determined using a fact-based proxy;
- Total amount of ERA award paid to or for participant households;
- Average Number of Months of Rent or Utility/Home Energy Payments Covered for Each Participant Household;
- Total Dollar Amount of ERA Award Funds Approved (Obligated) to or for Participant Households (no demographics required at this time);
- Total Dollar Amount of ERA funds Paid (Expended) for Administrative Expenses (no demographics required at this time);

- Total Dollar Amount of ERA Award Funds Approved (Obligated) for Administrative Expenses (no demographics required at this time);
- Total Dollar Amount of ERA Award Funds Paid (Expended) for Housing Stability Services (no demographics required at this time); and
- Total Dollar Amount of ERA Award Funds Approved (Obligated) for Housing Stability Services (no demographics required at this time).
- In addition to the questions above, Firm will provide the following demographic data for **each question** on the quarterly report:
  - Race: American Indian or Alaska, Asian, Black or African American, Native Hawaiian or Other, White, Mixed Race, Declined to Answer, or Data not Collected;
  - Ethnicity: Hispanic or Latino, Not Hispanic or Latino, Declined to Answer, or Data not Collected;
  - Gender: Male, Female, Non-Binary, Declined to Answer, or Data not collected.

Failure to provide these reports may result in the termination of this Agreement.

**Program Design:**

Firm and Spokane County recognize in this initial program design may be modified or adjusted based upon issues arising upon implementation, as well as further guidance anticipated to be received from the U.S. Treasury. Firm and Spokane County will continue throughout the life of this Agreement to engage in regularly scheduled meetings to discuss program implementation, design and/or address program issues or problems. Firm must provide a plan that outlines the following:

- Program Staffing
- Program Referral Access
- Program Outreach
- Program Intake

**ATTACHMENT G – BUDGET**

The total amount to be used in the evaluation criteria as it relates to the Spokane County ERA Requested funding level. The total cost shall include the cost of everything necessary to meet the requirements of the County as set forth in the RFP.

<b>Funding Source</b>	<b>Amount</b>
Other Public Funds (State or Federal Awards) <PLEASE SPECIFY>	\$
Private Funding <PLEASE SPECIFY>	\$
Other <PLEASE SPECIFY>	\$
<b>Spokane County ERA 2 Request</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

**ATTACHMENT H – SAMPLE ERA CONTRACT**



**WHEREAS**, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, this AGREEMENT by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and the XXXXXX, a non-profit corporation in the State of Washington, hereinafter known as “XXXXX”, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

**WHEREAS**, this AGREEMENT is non-exclusive and if it be in the COUNTY's best interest it may award work to other Contractors.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

**SECTION NO. 1: SERVICES**

XXXX shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” and incorporated herein by reference.

**SECTION NO. 2: FINANCIAL REQUIREMENTS**

XXXX agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations commonly applicable to federal grants.

**SECTION NO. 3: TERM**

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

**SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. XXXX and/or employees, agents or any subrecipient contractors performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. XXXX will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will XXXX make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

**SECTION NO. 5: COMPLIANCE WITH LAWS**

XXXX and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, XXXX shall comply with all applicable state and

federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. XXXX must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. XXXX shall comply with and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the 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 CFR 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 Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.
- C. In accordance with 41 U.S.C. § 4712, XXXX may not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; and/or
- A management official or other employee of XXXX or Spokane County who has the responsibility to investigate, discover or address misconduct.

XXXX shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

- D. Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997) XXXX should and should encourage its contractors to adopt and

enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- E. Reducing Text Messaging While Driving: Pursuant to Executive Order 13513, XXXX should encourage its employees, subrecipients and contractors to adopt and enforce policies that ban text messaging while driving and XXXX should establish workplace safety policies to decrease accidents caused by distracted drivers.

XXXX shall comply with all applicable federal/state non-discrimination laws, regulations and policies. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by XXXX, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. XXXX is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

**SECTION NO. 6:    EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS**

XXXX agrees to comply with the applicable requirements of 28 CFR Part 38.

**SECTION NO. 7:    NEW CIVIL RIGHTS PROVISION**

XXXX shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

**SECTION NO. 8:    LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

XXXX must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and

information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

XXXX will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If XXXX is not required to formulate an EEOP, it will submit a certificate form to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP.

If XXXX is required to develop an EEOP but not required to submit the EEOP to the OCR, XXXX will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If XXXX is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

### **SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- A. XXXX, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where XXXX is unable to certify to any of the statements in this AGREEMENT, XXXX shall attach an explanation to this AGREEMENT.
- C. XXXX agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.

- D. XXXX further agrees by signing this AGREEMENT that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier grantee certifies, by signing this AGREEMENT 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.
  - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

**SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

- A. The COUNTY shall reimburse XXXX an amount up to and will not exceed Five Hundred Two Thousand One Hundred Sixty-Four Dollars (\$502,164.00). This reimbursement amount is based upon the budget line items set forth in Exhibit “B”, attached hereto and incorporated herein by reference.
- B. XXXX will submit reimbursement requests to the COUNTY by detailing the expenditures for which payment reimbursement is sought with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Detailed expenditure documentation will primarily involve the administrative expenses related to this program. It is anticipated that reimbursement for the Direct Services Rental/Utility Assistance will occur without supporting documentation. The supporting documentation regarding the payment of Direct Services Rental/Utility Assistance funding under this contract will be provided to the COUNTY by XXXX after the funding has been expended. It is anticipated that at least one-half of the contract funding will be paid to XXXX up front upon receipt of an invoice. Requests for reimbursement shall be directed to:

Heather Arnold, Interim Grants Administrator  
Spokane County  
1116 West Broadway  
Spokane WA 99260

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by XXXX.

**SECTION NO. 12: SINGLE AUDIT ACT REQUIREMENTS**

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If XXXX is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. XXXX has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. XXXX shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. XXXX is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. XXXX must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from XXXX all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, XXXX must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of XXXX’s fiscal year(s):

**Heather Arnold  
Interim Grants Administrator  
Spokane County  
1116 W. Broadway  
Spokane, WA 99260**

- F. If XXXX claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, XXXX must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the XXXX’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. XXXX shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption

from the audit requirements of 2 CFR Part 200 Subpart F, XXXX's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

**SECTION NO. 13: VENUE STIPULATION**

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Spokane County, Washington. XXXX, by execution of this AGREEMENT acknowledges the jurisdiction of the courts of the State of Washington.

**SECTION NO. 14: SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

**SECTION NO. 15: AMENDMENTS AND MODIFICATIONS**

XXXX and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and XXXX. No other understandings or agreements, written or oral, shall be binding on the parties.

**SECTION NO. 16: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, XXXX hereby certifies that to the best of its' knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of XXXX to any person for influencing or attempting to influence an officer or employee of an 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; (2) 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 AGREEMENT, XXXX will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, XXXX will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify

and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

**SECTION NO. 17: TAXES, FEES, AND LICENSES**

Unless otherwise provided in this AGREEMENT, XXXX shall be responsible for, paying and maintaining the current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for XXXX required by statute or regulation that are applicable to the AGREEMENT performance.

**SECTION NO. 18: CONFLICT OF INTEREST**

No officer or employee or governing body member of the COUNTY or XXXX exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to XXXX terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided above, the COUNTY shall be entitled to pursue the same remedies against XXXX as it could pursue in the event of a breach of the AGREEMENT by XXXX. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

**SECTION NO. 19: SUBCONTRACTORS**

Prior to the execution of any Subcontractor AGREEMENT related to this AGREEMENT, XXXX shall send to the COUNTY a copy of the proposed AGREEMENT for review and approval.

If the Subcontractor AGREEMENT is approved, XXXX shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts. For cause, the COUNTY may in writing: (a) require XXXX to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit XXXX from subcontracting with a particular person or entity; or (c) require XXXX to rescind or amend the subcontract related to this AGREEMENT.

Every subcontract prepared by XXXX regarding this AGREEMENT shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. XXXX shall be responsible to the COUNTY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. XXXX shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of XXXX to the COUNTY for any breach in the performance of XXXX's duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**SECTION NO. 20: PROCUREMENT**

XXXX shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and any XXXX procurement policies and procedures.

**SECTION NO. 21: DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT and 3) violation of any laws or regulations that renders XXXX unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by XXXX and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' experience. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Washington, relating to arbitration. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

**SECTION NO. 22: INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless XXXX while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless XXXX if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of XXXX. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

XXXX agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). XXXX will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of XXXX. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and XXXX agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any the COUNTY employees or agents or XXXX while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and

XXXX, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

Neither XXXX or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as their own party to this AGREEMENT.

**SECTION NO. 23: EXECUTION AND APPROVAL**

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

**SECTION NO. 24: LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing XXXX an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

**SECTION NO. 25: NONASSIGNABILITY**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by XXXX.

**SECTION NO. 26: NOTICES**

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or XXXX at the address set forth on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

**SECTION NO. 27: POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**SECTION NO. 28: RECORDS**

- A. XXXX agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect XXXX's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. XXXX's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by XXXX with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by XXXX for such inspection, and audit together with suitable space for such purpose, at any and all times during XXXX's normal working day.
- D. XXXX shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT.

**SECTION NO. 29: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - 1. All material provided to XXXX by the COUNTY that is designated as "confidential" by the COUNTY;
  - 2. All material produced by XXXX that is designated as "confidential" by the COUNTY; and
  - 3. All personal information in the possession of XXXX 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. XXXX shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. XXXX shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. XXXX 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, XXXX shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they

apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. XXXX shall make the changes within the time period specified by the COUNTY. Upon request, XXXX shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by XXXX against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. XXXX shall notify the COUNTY 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.

**SECTION NO. 30: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

**SECTION NO. 31: PUBLICITY**

XXXX agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

**SECTION NO. 32: TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this AGREEMENT, XXXX may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the second day after mailing to XXXX. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed XXXX pursuant to Section No. 34 below, or prohibit XXXX from incurring additional obligations of funds. In the event of termination, XXXX shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**SECTION NO. 33: TERMINATION OR SUSPENSION FOR CAUSE**

In the event the COUNTY, in its sole discretion, determines XXXX has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders XXXX unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify XXXX in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow XXXX an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate XXXX's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows XXXX an opportunity to cure, the COUNTY shall notify XXXX in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed XXXX pursuant to Section No. 35 below, or prohibit XXXX from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by XXXX, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, XXXX shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that XXXX: (1) was not in default or material breach, or (2) failure to perform was outside of XXXX's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

#### **SECTION NO. 34: TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, XXXX shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require XXXX to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, the COUNTY shall pay to XXXX an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, the amount agreed upon by XXXX and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to XXXX for termination. The COUNTY may withhold from any amounts due to XXXX such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive

and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, XXXX shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of XXXX under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work as shall not have been terminated by the COUNTY in compliance with all contractual requirements; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of XXXX and in which the COUNTY has or may acquire an interest.

### **SECTION NO. 35: WAIVER**

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

### **SECTION NO. 36: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

XXXX is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. XXXX may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

### **SECTION NO. 37: INSURANCE**

XXXX shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

**GENERAL LIABILITY INSURANCE:** XXXX shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

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.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN SPOKANE COUNTY AND SPOKANE NEIGHBORHOOD ACTION PARTNERS, IN CONJUNCTION WITH THE EMERGENCY RENTAL ASSISTANCE 2 FUNDING AWARD".

WORKERS COMPENSATION: If XXXX has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be XXXX's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: XXXX shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion to XXXX's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Spokane County Risk Management Department. XXXX's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for XXXX and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on XXXX's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by XXXX.

Failure of XXXX to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve XXXX from liability in excess of such amounts.

**SECTION NO. 38: MONITORING**

The COUNTY will monitor the activities of XXXX from the award date to closeout. The goal of the monitoring activities will be to ensure that XXXX, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, XXXX shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

XXXX is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any subcontractors.

## EXHIBIT "A"

### STATEMENT OF WORK

On December 13, 2022, the Spokane Board of County Commissioners approved up to a \$502,164 allocation to XXX from the Emergency Rental Assistance (ERA) 2 funding due to the COVID-19 pandemic. The funding allocated to XXXX will be used for eligible costs established by section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (the "Act").

#### **Scope of work:**

The Spokane County ERA 2 Program is designed to provide rental assistance and/or other housing related services to Spokane County residential households who meet the eligibility guidelines as set forth by the U.S. Treasury. Eligible recipients of this funding are those renter households with incomes no more than 80 percent of area median income (AMI) who meet the following conditions:

- One or more individuals in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due or during, directly or indirectly, to the coronavirus outbreak; and
- One or more individuals in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
  - A past due utility or rent notice or an eviction notice;
  - Unsafe or unhealthy living conditions; or
  - Any other evidence of such risk as determined by XXXX

XXXX must prioritize assistance to households with incomes of no more than 50 percent of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days.

For eligibility purposes, XXXX must only consider household income for 2021 or confirmation of monthly income that the household is receiving at the time of the application. Household income must be recertified every three months if the household is receiving ongoing assistance.

In order to make payments directly to the individual XXXX must follow the guidance provided by the U.S. Treasury as set forth in the "U.S. Department of Treasury Emergency Rental Assistance Frequently Asked Questions, August 25, 2021" document or any guidance subsequently provided.

XXXX agrees to comply with the reporting obligations established by Treasury, including the Treasury Office of Inspector General, as it relates to this Agreement, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011 (b)(2) of Division B of the Coronavirus Aid, Relief and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division 0 of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). XXXX acknowledges that any information required pursuant to Treasury's request may be publicly disclosed.

## Reporting:

XXXX must collect data and provide it to Spokane County in a format which will be identified and guided by the U.S. Treasury. This data must be provided to Spokane County on both a monthly and quarterly basis.

Monthly data must be provided to Spokane County by XXXX not later than the tenth day of the month following the preceding month, as long as the U.S. Treasury continues to require monthly reporting (i.e. January 1-31, 2022 report is due by February 10<sup>th</sup>). The data collect shall include the following:

- The number of households that received ERA2 assistance in the month;
- Total amount of ERA2 award funds paid to or for participant households in the month;
- Total amount of other housing costs paid;
- Total number of households that received other housing costs; and
- Overall demographic data (Race, Ethnicity, Gender).

Quarterly data must be provided to Spokane County by XXXX not later than the tenth day of the month following the preceding quarter (i.e. January – March report is due April 10<sup>th</sup>).

- Number of unique households that completed and submitted an application for ERA assistance;
- Number of unique households that received ERA assistance;
- Number of unique households that received their initial ERA assistance in the current reporting period;
- Number of unique households that received ERA assistance by type:
  - Rent;
  - Rental arrears;
  - Utilities/Home Energy Bills;
  - Utilities/Home Energy Arrears;
  - Other expenses related to housing; and
  - Housing stability services.
- Number of unique households at certain income levels:
  - Less than 30% of Area Median Income;
  - Between 30 and 50% of Area Median Income; and
  - Between 50 and 80% of Area Median Income.
- Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs;
- Total number of recipient households whose income eligibility was determined using a fact-based proxy;
- Total amount of ERA award paid to or for participant households;

- Average Number of Months of Rent or Utility/Home Energy Payments Covered for Each Participant Household;
- Total Dollar Amount of ERA Award Funds Approved (Obligated) to or for Participant Households (no demographics required at this time);
- Total Dollar Amount of ERA funds Paid (Expended) for Administrative Expenses (no demographics required at this time);
- Total Dollar Amount of ERA Award Funds Approved (Obligated) for Administrative Expenses (no demographics required at this time);
- Total Dollar Amount of ERA Award Funds Paid (Expended) for Housing Stability Services (no demographics required at this time); and
- Total Dollar Amount of ERA Award Funds Approved (Obligated) for Housing Stability Services (no demographics required at this time).
- In addition to the questions above, XXXX will provide the following demographic data for each question on the quarterly report:
  - Race: American Indian or Alaska, Asian, Black or African American, Native Hawaiian or Other, White, Mixed Race, Declined to Answer, or Data not Collected;
  - Ethnicity: Hispanic or Latino, Not Hispanic or Latino, Declined to Answer, or Data not Collected;
  - Gender: Male, Female, Non-Binary, Declined to Answer, or Data not collected.

Failure to provide these reports may result in the termination of this Agreement.

**Program Design:**

XXXX and Spokane County recognize in this initial program design may be modified or adjusted based upon issues arising upon implementation, as well as further guidance anticipated to be received from the U.S. Treasury. XXXX and Spokane County will continue throughout the life of this Agreement to engage in regularly scheduled meetings to discuss program implementation, design and/or address program issues or problems. The initial program design is as follows:

**Program Staffing**

**Program Referral Access**

**Program Outreach:**

**Program Intake**

**EXHIBIT "B"**

**BUDGET DETAIL**

<b>Item</b>	<b>Total</b>
Personnel Costs	
Operating Costs	
<b>Program Total</b>	
Direct Service	
<b>Direct Service Total</b>	
<b>Total Award Amount</b>	

XXXX acknowledges that ERA 2 Program funding only allows for 10 percent of the funding awarded in this Agreement to be used for administrative expenditures. XXXX will submit reimbursement requests to the COUNTY by detailing the expenditures for which payment reimbursement is sought with the appropriate supporting documentation, including, but not limited to **timesheets and time/effort certifications**. Detailed expenditure documentation will primarily involve the administrative expenses related to this program. It is anticipated that at least one-half of the contract funding will be paid to XXXX up front upon receipt of an invoice.

## FFATA FORM

<b>Subrecipient Agency:</b> [ ]				
<b>Grant and Year:</b> [ ]		<b>Agreement Number:</b> [ ]		
<b>Completed by:</b> [ ]				
<i>Name</i>	<i>Title</i>	<i>Telephone</i>		
<b>Date Completed:</b> [ ]				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: [ ]			
	Total Compensation amount: \$ [ ]			
Executive #2	Name: [ ]			
	Total Compensation amount: \$ [ ]			
Executive #3	Name: [ ]			
	Total Compensation amount: \$ [ ]			
Executive #4	Name: [ ]			
	Total Compensation amount: \$ [ ]			
Executive #5	Name: [ ]			
	Total Compensation amount: \$ [ ]			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

**2 CFR Part 200 Subpart F Audit Certification Form**  
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

*Contact Information*

Subrecipient Name: \_\_\_\_\_

Authorized Chief Financial Officer: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Purpose:** As a pass-through entity of federal grant funds, SPOKANE COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F**

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F**

(Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date \_\_\_\_\_]. There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
http://www:\_\_\_\_\_.
- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were findings related to federal awards.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
http://www:\_\_\_\_\_.
- Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number:\_\_\_\_\_.

**I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY until the grant agreement contract is closed.**

Signature of Authorized Financial Official: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
[organization],

\_\_\_\_\_  
[address].

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:

**This certification is submitted as part of a request to contract.**

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

**The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

**Bidder or Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_