

Interagency Agreement with

Lewis County Public Health and Human Services

through

Community Services and Housing Division Housing Assistance Unit

Shelter Program Grant

Start date: August 1, 2020

TABLE OF CONTENTS

| Special Term | ns and Conditions | |
|--------------|---|---|
| 1. | Authority | |
| 2. | Contract Management | 1 |
| 3. | Compensation | 1 |
| 4. | Billing Procedures and Payment | 1 |
| 5. | Historical or Cultural Artifacts | 1 |
| 6. | Insurance | 2 |
| 7. | Ownership | 2 |
| 8. | Subcontractor Data Collection | 3 |
| 9. | Order of Precedence | 3 |
| General Tern | ns and Conditions | |
| 1. | Definitions | 4 |
| 2. | All Writings Contained Herein | 4 |
| 3. | Amendments | 4 |
| 4. | Assignment | 4 |
| 5. | Confidentiality and Safeguarding of Information | 4 |
| 6. | Copyright | 5 |
| 7. | Disputes | |
| 8. | Governing Law and Venue | 5 |
| 9. | Indemnification | 6 |
| 10. | Licensing, Accreditation and Registration | 6 |
| 11. | Prevailing Wage | 6 |
| 12. | Recapture | 6 |
| 13. | Records Maintenance | 6 |
| 14. | Savings | 6 |
| 15. | Severability | 6 |
| 16. | Subcontracting | 6 |
| 17. | Survival | |
| 18. | Termination for Cause | |
| 19. | Termination for Convenience | |
| 20. | Termination Procedures | 7 |
| 21. | Treatment of Assets | 8 |
| 22. | Waiver | 9 |

Attachment A, Scope of Work Attachment B, Budget

FACE SHEET

Contract Number: 21-4610C-110

Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit Shelter Program Grant

| 1. Contractor | | 2. Contractor Doing Business As (optional) | | | |
|---|--|---|---|----------------|---|
| Lewis County Public Health and Social Services PO BOX 509 | | | | | |
| CHEHALIS, WA 98532 | | | | | |
| 3. Contractor Representativ | ve | 4. COMMERCE | Representative | | |
| Meja Handlen Housing Coordinator (360) 740-1234 meja.handlen@lewiscountywa.gov | | Megan Kendig P.O. Box 42525 Grant Manager 1011 Plum Street SE (360) 401-5149 Olympia, WA 98504-2525 megan.kendig@commerce.wa.gov | | Plum Street SE | |
| 5. Contract Amount | 6. Funding Source | | 7. Start Date | | 8. End Date |
| \$421,287 | Federal: \square State: \boxtimes Other: | □ N/A: □ | August 1, 2020 | | June 30, 2023 |
| 9. Federal Funds (as applications) | able) Federal Agency: | | CFDA Nur | <u>nber</u> | |
| N/A | N/A | | N/A | | |
| 10. Tax ID# | 11. SWV # | 12. UBI # | | 13. DU | UNS# |
| XXXXXXXXXXXX | SWV0001232-14 | 212002978 | | N/A | |
| 14. Contract Purpose | | | | | |
| ē . | funds equitable and creative approf f exiting participants to permanent | | 1 1 | rogram | s and bring unsheltered |
| 15. Signing Statement | | | | | |
| this Contract and Attachment respective agencies. The right | e Department of Commerce, and thats and have executed this Contraints and obligations of both partie ed by reference: Attachment "A" – | act on the date belows to this Contract a | ow and warrant the are governed by the | ey are a | authorized to bind their atract and the following |
| FOR CONTRACTOR | | FOR COMMERCE | | | |
| Printed Name, title | Diane Klontz, Assistant Director Community Services and Housing Division | | | | |
| Signature | Date | | | | |
| Date | | APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE. | | | |
| | | 1 | | | |

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

- The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.
- The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold

harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

6. **INSURANCE**

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

7. OWNERSHIP

If any of the funds granted under this Contract are used for property acquisition and or capital improvements, the Contractor agrees and will ensure that the real property or properties will solely be used to provide emergency housing for low-income households as defined under RCW 43.185A.010 (6), except during State of Emergency related to the COVID-19 outbreak described in the Proclamation by the Governor, 20-05 or similar states of emergency. Use of funds under this Contract are subject to the requirements of 2020 ESSB 6168 (Chapter 357, Laws of 2020), Section 127, subsection (85).

If a housing provider organization other than the Contractor will own the property, all amounts used for property acquisitions and or capital improvements shall be evidenced by promissory notes, deeds

of trust, and low-income restrictive covenants running with the land in favor of the Contractor for at least ten (10) years starting from the time the property is ready for occupancy by the intended population (the "Commitment Period"). The Contractor will be responsible for monitoring the property or properties to ensure compliance with its low-income restrictive covenant during the Commitment Period.

If the Contractor will own the property, all amounts used for property acquisitions and or capital improvements shall be evidenced by promissory notes, deeds of trust, and low-income restrictive covenants running with the land in favor of the Department for at least ten (10) years starting from the time the property is ready for occupancy by the intended population.

Each deed of trust and low-income restrictive covenant shall be recorded at the county or counties in which the property or properties are located.

The Contractor will make a good faith effort not to incur costs reimbursable under this Contract in excess of what is reasonable given market prices, balanced by the need to act promptly to procure and operate housing and provide services necessary to respond to the State of Emergency. Commerce reserves the right to decline reimbursement of costs deemed excessive in Commerce's discretion.

8. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

Applicable federal and state of Washington statutes and regulations

Special Terms and Conditions

General Terms and Conditions

Attachment A – Scope of Work

Attachment B - Budget

Shelter Program Grant Guidelines

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- **A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- **C.** "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- **D.** "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- **E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- **F.** "State" shall mean the state of Washington.
- **G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE;
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

12. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

13. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

15. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

16. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

17. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

18. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

19. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

20. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

21. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

22. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCES

Scope of Work

Grantee commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in Grantee's application for Shelter Program funds.

A. Program Description

1. Overview

- a. Shelter program will serve single adults and families.
- b. Shelter program will add 10 beds.
- c. Shelter program will operate as continuous stay.

2. Facility Type

- a. Housing Resource Center will operate an emergency shelter.
- b. The shelter program will be located at:

621 South Diamond St. Centralia, Washington 98531

c. Housing Resource Center will rehabilitate existing shelter space in order to add 10 beds. There will be congregate and single occupancy spaces.

During shelter rehabilitation, Housing Resource Center will utilize hotels to provide beds by December 31, 2020.

Beds will be moved to Housing Resource Center site by January 2021.

d. Shelter participants are provided with storage boxes, bathroom and shower on site and are provided laundry vouchers for use off site.

3. Racial Equity

- a. Housing Resource Center will implement strategies to prevent racial inequities in who is served and program outcomes.
- b. Housing Resource Center will:
 - Engage with marginalized community members, especially persons with lived experience, to understand the needs of these communities and guide program services.
 - 2. Meet with culturally specific organizations to learn the needs and barriers associated with homelessness for their communities.
 - 3. Develop and implement policies and procedures through a racial equity lens.

- 4. Provide regular racial equity learning and training for Housing Resource Center's board and staff.
- 5. Create and maintain an online page where current information about racial equity and homelessness and housing is shared with the public.
- 6. Develop formal partnerships with "By and For" organizations, culturally specific organizations, and faith-based organizations to help connect marginalized communities with Housing Resource Center services.
- 7. Recruit, hire, and promote People of Color as staff and board members.

4. Housing Focused Services

a. Housing Resource Center will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.

Housing Resource Center will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

Housing Resource Center will have case management services available on site twice weekly. In addition, Housing Resource Center staff will invite other community supports on site, including a Veterans Benefit Specialist and landlord liaisons from Reliable Enterprises and Gather Church.

5. <u>Diversion and Problem Solving</u>

a. Housing Resource Center staff will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

6. Outreach

a. Housing Resource Center will provide outreach to unsheltered individuals.

Housing Resource Center will conduct rural outreach three times per month in partnership with the Salvation Army and Gather Church at scheduled locations.

7. Coordinated Entry Partnership

a. If the county or regional Coordinated Entry (CE) requires Emergency Shelters, Dropin Shelters and Temporary Shelter sites to participate in the county or regional CE process, Emergency Shelters, Drop-in Shelters and Temporary Shelter Sites funded by the Shelter Program grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

Projects operated by Victim Service Providers are not required but may elect to participate in the county or regional CE process.

b. Shelter program will fill program openings through CE.

8. Administration

- a. Grantees will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency:
- b. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).
- c. Grantees commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).
- d. Grantees shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

B. Performance

1. Requirements

- a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.
- b. Grantees should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

| Intervention Type | Performance Goal | HMIS Calculation | Performance Target ¹ |
|--|--|--|------------------------------------|
| Emergency Shelter | Increase Percent Exits to Permanent Housing | Of people in the ES project who exited, those who exited to permanent housing destinations | 50% |
| Drop-in Emergency Shelter ² | Increase Percent Exits to Positive Outcomes | Of people in the ES project who exited, those who exited to Positive Outcome destinations | 50% |
| Temporary Shelter Site ³ | Increase Percent Exits to Positive Outcomes | Of people in the Other project who exited, those who exited to Positive Outcome destinations | 50% |

¹ The target is the level of desirable performance and is an indicator of a high performing project.

² Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

³ A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

| All | Reduce Average Length of Stay | Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS. | Not established |
|-----|-------------------------------|--|-----------------|
| | | | |

c. Equitable Access and Housing Outcomes

1. Grantees should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

d. Exit Destinations

| Exit Destinations Options | Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites | Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters |
|---|--|--|
| Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter | Positive Outcome | Negative Outcome |
| Foster Care home or foster care group home | Positive Outcome | Negative Outcome |
| Hospital or other residential non-psychiatric medical facility | Removed from denominator | Removed from denominator |
| Hotel or Motel paid for without emergency shelter voucher | Positive Outcome | Negative Outcome |
| Jail, prison or juvenile detention facility | Negative Outcome | Negative Outcome |
| Moved from one HOPWA funded project to HOPWA TH | Positive Outcome | Negative Outcome |
| Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) | Negative Outcome | Negative Outcome |
| Psychiatric hospital or other psychiatric facility | Positive Outcome | Negative Outcome |
| Residential project or halfway house with no homeless criteria | Removed from denominator | Negative Outcome |

| Safe Haven | Positive Outcome | Negative Outcome |
|--|------------------|--------------------------|
| Staying or living with family, temporary tenure (e.g. room, apartment or house) | Positive Outcome | Negative Outcome |
| Staying or living with friends, temporary tenure (e.g. room, apartment or house) | Positive Outcome | Negative Outcome |
| Substance abuse treatment facility or detox center | Positive Outcome | Negative Outcome |
| Transitional housing for homeless persons (including homeless youth) | Positive Outcome | Negative Outcome |
| Long-term care facility or nursing home | Positive Outcome | Removed from denominator |
| Host Home (non-crisis) | Positive Outcome | Permanent Housing |
| Moved from one HOPWA funded project to HOPWA PH | Positive Outcome | Permanent Housing |
| Owned by client, no ongoing housing subsidy | Positive Outcome | Permanent Housing |
| Owned by client, with ongoing housing subsidy | Positive Outcome | Permanent Housing |
| Permanent housing (other than RRH) for formerly homeless persons | Positive Outcome | Permanent Housing |
| Rental by client, no ongoing housing subsidy | Positive Outcome | Permanent Housing |
| Rental by client, with GPD TIP housing subsidy | Positive Outcome | Permanent Housing |
| Rental by client, with other ongoing housing subsidy | Positive Outcome | Permanent Housing |
| Rental by client, with VASH housing subsidy | Positive Outcome | Permanent Housing |
| Staying or living with family, permanent tenure | Positive Outcome | Permanent Housing |
| Staying or living with friends, permanent tenure | Positive Outcome | Permanent Housing |
| Rental by client, with RRH or equivalent subsidy | Positive Outcome | Permanent Housing |
| Rental by client, with HCV voucher (tenant or project based) | Positive Outcome | Permanent Housing |
| Rental by client, with HCV voucher (tenant or project based) | Positive Outcome | Permanent Housing |

| Deceased | Removed from denominator | Removed from denominator |
|-----------------------------|-------------------------------|-------------------------------|
| Client doesn't know | Unknown / Negative Outcome | Unknown / Negative Outcome |
| Client refused | Unknown / Negative Outcome | Unknown / Negative Outcome |
| Data not collected | Unknown / Negative Outcome | Unknown / Negative Outcome |
| No exit interview completed | Unknown / Negative Outcome | Unknown / Negative Outcome |
| Other | Unknown / Negative Outcome | Unknown / Negative Outcome |

Budget

| Participating Jurisdictions | Amount Dedicated |
|-----------------------------|------------------|
| Lewis County | \$309,538 |
| Centralia | \$111,749 |
| Grant Total | \$421,287 |

Shelter Project A, Housing Resource Center

| Budget Category | Amount |
|---|-----------|
| Pre-Occupancy | \$26,300 |
| Up to \$10,000 per bed prior to occupancy | |
| | |
| Post-Occupancy Operations | \$394,987 |
| Up to \$56 per day per net additional bed | |
| | |
| Total | \$421,287 |