

City of Everett
WA State Department of Commerce – Emergency Housing Fund Grant
Subrecipient Agreement

1.	City:	The City of Everett which is hereafter referred to as "City"
2.	Subrecipient:	Everett Gospel Mission
3.	Address:	3711 Smith Avenue Everett, WA 98201
4.	Phone:	
5.	Contact Person:	
6.	DUNS #	
7.	EIN/TIN #	
8.	Title of Service or Program being Funded:	Pallet Shelter Program
9.	Time of Performance: Beginning: Ending:	July 1, 2023 August 31, 2024
10.	Amount of Agreement/Grant Award:	\$740,159.00
11.	<p>This Agreement/grant award and the rights and obligations of both parties hereto shall be subject to and governed by the following, incorporated by reference herein as is fully set forth:</p> <ul style="list-style-type: none"> 1) Specific Terms and Conditions attached hereto or Exhibit "A". 2) Statement of Work/Project Description attached hereto or Exhibit "B". 3) Project Budget attached hereto or Exhibit "C". 4) Project Reimbursement Form hereto or Exhibit "D". <p>In addition, the parties were also parties to the Pallet Shelter Pilot Community Grant Subrecipient Agreement dated on or about July 2, 2021. Exhibit A to that 2021 Agreement is the "Basic Terms and Conditions." This 2023-2024 Agreement incorporates those "Basic Terms and Conditions" in their entirety. To the extent there is conflict between the provisions of the "Basic Terms and Conditions" and other provisions of this 2023-2024 Agreement, the other provisions prevail over the "Basic Terms and Conditions."</p>	

This Agreement constitutes the entire Agreement between the parties. Either party may request modifications in the scope of services, project duration, performance or reporting standards, or other terms or conditions herein. Proposed modifications, which are mutually agreed upon, shall be incorporated by written amendment to this Agreement signed by both parties. The City and Subrecipient agree that this Agreement shall be modified if necessary, to achieve compliance with County requirements. This Agreement is signed by the parties with AdobeSign, which is fully binding.

IN WITNESS THEREOF the parties have executed this Agreement as of the date of last signature below.



Mayor, City of Everett

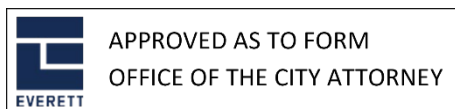
07/15/2024

Date

Attest:



Office of the City Clerk



For the Subrecipient:

John Hull

Executive Director Printed Name

07/12/2024

Date

CEO

Title



Signature

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

EVERETT PALLET SHELTER PROGRAM

I. TERMS AND CONDITIONS

A. In this Exhibit (and subsequent Exhibits), the City of Everett is referred to as the “City,” and the Everett Gospel Mission is referred to as the “Subrecipient” or the “Agency.” The term “Contract” is the same as “Agreement.”

B. Emergency Housing Fund

The purpose of the Emergency Housing Fund (EHF) Grant is to fund a variety of activities, including the operation of emergency shelter units, program operations, rental assistance, and data collection and reporting. The Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines contains details on client eligibility, allowable activities, standards for documenting services and ensuring compliance, administrative and system requirements, coordinated assessments, reporting, legislatively established priorities, and requirements for local homeless plans.

Allowable activities and expenses follow the CHG/SDG guidelines. Allowable activities are restricted to “emergency housing” activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

C. Applicable Guidelines, Regulations and Laws

The Agency shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to the following Washington State Laws and Regulations:

1. Affirmative Action, RCW 41.06.020(1);
2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
3. Disclosure – campaign finances-lobbying, Chapter 42.17A RCW;
4. Discrimination – Human Rights Commission, Chapter 49.60 RCW;
5. Ethics in public services, Chapter 42.52 RCW;
6. Office of Minority and Women’s Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
7. Open public meetings act, Chapter 42.30 RCW
8. Public Records Act, Chapter 42.56 RCW; and
9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

D. Documents Incorporated by Reference

In performing the services under this Contract, the Agency shall comply with the following documents incorporated by reference:

- a. Washington State Department of Commerce “Guidelines for the System

Demonstration Grant (SDG) dated July 1, 2023; and

b. Contract between Snohomish County and City of Everett (Contract Number HCS-23-67-2315-198); and,

In performing the services under this Contract, the Agency shall also comply with the following: (a) RCW 82.14.460; (b) the Management Responsibility Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200 or other law, as such Management Responsibility Plan may be amended; (c) the Lease(s) executed by the City and Agency in connection with the Project, as amended, and (d) any conditions or other requirements contained in the Findings, Conclusions, and Decision issued by the City of Everett Hearing Examiner on June 28, 2021, as may be amended.

II. ORDER OF PRECEDENCE

In the event that any provisions of the Contract, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Agency's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then state, then local, and shall in all cases be ruled upon by the City.

III. SCOPE OF SERVICES

- A. The Agency shall provide the services described in the Approved or amended Approved Exhibit B (Statement of Work) and the Management Responsibility Plan, pursuant to the provisions of this Contract.
- B. The Agency shall initiate criminal history background checks pursuant to RCW 43.43.830 and RCW 43.43.834 for all prospective employees and volunteers who may have unsupervised access to children under sixteen years of age, developmentally disabled persons of any age, or vulnerable adults.

IV. FINANCIAL AWARD

- A. The Agency is hereby awarded, in the form of a subaward the amount of \$740,159.00, the total sum indicated in Exhibit C, Approved Contract Budget, to provide part of the funding for the full undertaking and performance of the Project. It is expressly agreed and understood that the total amount paid by the City under this Agreement shall not exceed the total subaward indicated in Exhibit C. This \$740,159.00 is also referred to as the "Maximum Contract Amount."
- B. 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, the City may amend the Contract amount to reflect any new funding limitations and conditions.
- C. Allowable costs under this Contract shall include costs incurred by the Agency during the Contract term set forth on the Contract Face Sheet, PROVIDED, that all costs shall not exceed the Contract Maximum Amount, and PROVIDED, FURTHER, that no payments will be made before the Effective Date.
- D. All funds shall be available only in strict accordance with the provisions of this Contract,

the Contract face sheet, and the following, each of which is incorporated herein by this reference:

1. The Commerce System Demonstration Grant Interagency Agreement; and
2. Commerce Guidelines for the System Demonstration Grant; and
3. Other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Contract.

V. ALLOWABLE COSTS

- A. Costs allowable under this Contract are based on an approved budget up to the Maximum Contract Amount. If provided for in the Approved Statement of Work (Exhibit B) and the Approved Contract Budget (Exhibit C), allowable use of the funds shall include:
 1. Administration;
 2. Data Collection; and
 3. Program Operations.
- B. System Demonstration Grant Costs allowable under this Contract must meet requirements and restrictions included in Commerce's Guidelines for the System Demonstration Grant, dated July 2023, and as may be subsequently amended.

VI. FISCAL MANAGEMENT

A. Administrative Costs

1. Administrative costs actually incurred to support operating activities funded under this Contract may be charged to this Contract up to the amount specific in **Exhibit C**.
2. The City of Everett recognizes that administrative services incurred in managing the Agency may be assigned to this Contract based on an allocation plan that reasonably reflects the administrative costs necessary to support services provided, not to exceed 7% of the total subaward.

B. Cost Reimbursement

1. Reimbursement for services delivered pursuant to the approved Statement of Work (Exhibit B) under this Contract will be provided by the City on a cost reimbursement basis. Following the reimbursement procedures described in the Basic Terms and Conditions Agreement referenced on the Contract Face Page, the Agency shall submit, in a format prescribed by the City, an invoice detailing, on a monthly basis, all costs associated with the project based on the Approved Contract Budget (Exhibit C).
2. Invoices must provide adequate back up documentation to support costs on each reimbursement request, to include:
 - a. Submission of the general ledger with transaction and expenditure dates on

allowable activities within period of performance.

- b. For rent assistance and flexible payments, back up documentation should include the client HMIS number to tie the transaction to the recipient.
3. Agency must take reasonable steps to prevent the ineligible use of funds and must inform the City if any grant funds are spent on ineligible expenses.
4. Reimbursement will be made upon the receipt and approval of the invoice and reports required by Exhibit B submitted within ten (10) days after the end of the month in which expenses were incurred.
5. If expenditure reports are not submitted in a timely manner, the City may recapture unclaimed funds for remittance to Snohomish County. If the Agency fails to file an expenditure report within any two-month period, the City may elect to terminate the Contract.

C. Budget Revisions

1. The Agency may make limited changes to the approved budget that comply with the provisions for budget revisions in the Basic Terms and Conditions and the requirements of 2 CFR 200.308. Certain types of post-award changes to the approved project budget will require the prior approval of the City, specifically:
 - a. Any revision proposed by the Agency for the reasons listed in 2 CFR 200.308 (c); and,
 - b. Any revision meeting the requirements for prior approval in the Basic Terms and Conditions.
2. If a requested revision would result in a change to the approved project budget that requires prior Commerce approval, the City will obtain such approval before approving the request.

D. State Prevailing Wage

The Agency shall ensure compliance with Chapter 39.12 RCW pertaining to payment of state prevailing wages on public works projects and with Chapter 49.28 RCW pertaining to an eight-hour work day for covered activities paid for with funds under this Contract.

VII. PROJECT REQUIREMENTS

A. Nondiscrimination

Supplemental to the requirements of the Basic Terms and Conditions, the Agency shall comply and require its subagencies performing work funding in whole or in part under this Contract to comply with all applicable federal, State, and local nondiscrimination laws, regulations, and executive orders, including, but not limited to:

1. 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of

1964), as amended, 24 CFR part 5 (General HUD Program Requirements; Waivers), as amended, and as further detailed in the HUD rule number RIN 2501-AD49, issued on February 3, 2012 (Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity), which, in part, requires the following:

- a) Assistance provided by the Project shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
- b) Inquiries as to sex are permitted only when determining eligibility for a temporary, emergency shelter that is limited to one (1) sex because it has shared sleeping rooms or bathrooms, or to determine the number of bedrooms to which a household may be entitled. Such inquiries are not permitted in any other homeless shelter or housing; and
- c) Agencies are prohibited from inquiring into an applicant or participant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

2. Fair Housing and Civil Rights

The Agency shall comply with fair housing and civil rights laws, regulations, and executive orders, including, but not limited to:

- a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and implementing regulations at 24 CFR part 1, as amended;
- b) Title VIII of Civil Rights Act of 1968 (P.L. 90-284), as amended, Section 104(b) of the Housing and Community Development Act of 1974, as amended, and 24 CFR § 576.407(b), which, in part, requires the Agency to implement the Project in a manner that affirmatively furthers fair housing. The Agency shall:

Affirmatively market Project assistance to eligible persons in a manner that does not discriminate against persons on the basis of race, color, religion, sex, disability, familial status, or national origin;

Provide all applicants and participants with information on rights and remedies available under applicable federal, State, and local fair housing and civil rights laws; and

Take reasonable steps to ensure meaningful access to assistance provided by the Project for limited English proficiency (LEP) persons, consistent with Title VI and Executive Order 13166.

- c) Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5304(b) and 5309), as amended, and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
- d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and 24 CFR part 8, as amended;

- e) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
- f) The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended; and
- g) Executive Order No. 11063, as amended by Executive Order 12259, and 24 CFR part 107 (Equal Opportunity in Housing), as amended.

3. Affirmative Action and Equal Employment Opportunity

The Agency agrees that it will assist and cooperate actively with the County, HUD, and the Secretary of Labor in obtaining the compliance of the Agency and subagencies with the statutes and laws referred to in this Section and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the County, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the County, HUD, and the Department of Labor in the discharge of the Department of Labor's primary responsibility for securing compliance. The Agency will also ensure the compliance of the Agency and subagencies with state requirements pertaining to equal opportunity.

The Agency shall comply with laws, regulations, and executive orders pertaining to nondiscrimination in employment and contracting opportunities, including, but not limited to:

- a) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5304(b) and 5309) and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and 24 CFR part 8, as amended;
- c) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
- d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended, and implementing regulations at 24 CFR part 135, as amended. Failure to fulfill these requirements shall subject the County, the Agency and any of the Agency's subagencies, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided;
- e) Snohomish County Section 3 Area. The County has identified its Section 3 area as that area within the corporate boundaries of Snohomish County. The term "low income" includes low-income unemployed residents of Snohomish County. The Agency will, to the greatest extent feasible, provide employment opportunities to those individuals;
- f) Executive Order No. 11246, as amended by Executive Order Nos. 11375, 11478, 12107 and 12086, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), implementing regulations at 41 CFR part

60 (Regarding Non-Discrimination in Employment), as amended;

- g) Executive Order Nos. 11625, 12432 and 12138, and 2 CFR § 200.321. The Agency will take all necessary affirmative steps to assure that small businesses, minority business enterprises, and women's business enterprises are afforded the maximum practicable opportunity to participate in the performance of this Contract;
- h) Chapter 39.80.040 RCW (Contracts for Architectural and Engineering Services – Participation by Minority and Women-Owned Firms), as amended; and
- i) Discrimination prohibitions under Chapter 49.60 RCW, as amended.

4. Services and Assistance Animals

Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended.

B. Conflict of Interest

In all cases not governed by 2 CFR § 200.318 shall apply, including, but not limited to:

1. No employee, officer, or agent may participate in the selection, award, or administration of a grant if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a grant. The officers, employees, and agents of the Agency may neither solicit nor accept gratuities, favors, or anything of monetary value from the Agency's or parties to subcontracts and must comply with RCW 39.26.020. However, the Agency may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.
2. If the Agency has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Agency must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Agency is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

In addition, the Agency agrees that it will incorporate the provisions in this Section and the conflict of interest provisions in the Basic Terms and Conditions into every subcontract required to be in writing and made pursuant to the Project assisted under this Contract.

C. Pay Equity

The Agency agrees to ensure that "similarly employed" individuals in its workforce are

compensated as equals, consistent with the following:

1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
2. The Agency may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This contract may be terminated by the City, if the City, Snohomish County, the Washington State Department of Enterprise Services, or the Washington State Department of Commerce determines that the Agency is not in compliance with this provision.

VIII. PROJECT MANAGEMENT

A. Lead-Based Paint

The Agency must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which apply to activities under this Contract.

B. Housing Standard

Permanent housing receiving funding under this Contract must meet the habitability standards in accordance with Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines.

C. Coordinated Entry System

The Agency shall use the Coordinated Entry system established by the Everett/Snohomish County Continuum of Care as required by the Department of Housing and Urban Development (HUD) CoC Program Coordinated Entry Requirements and guidelines as described in the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines.

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by EHF must participate in Snohomish County's Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process.

IX. RECORDS

A. Records to Be Maintained

The Agency shall maintain all records pertaining to the activities funded under this Contract and as further described in **Exhibit B** and shall furnish such records to the City, County, Commerce, or other authorized Federal officials, as requested. The Agency shall maintain records including, but not limited to:

1. 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.
2. The above records and all other financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of six (6) years following the date of final payment or termination of this Contract. 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, state and county 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.

B. Participant Information and Confidentiality

The Agency understands that participant information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Agency's responsibilities with respect to services provided under this Contract, may be prohibited by federal, State, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

X. PERFORMANCE REVIEW

At a minimum, the City shall review quarterly the Agency's level of planned performance compared to actual performance as reported on monthly expenditure and reports as provided pursuant to the Exhibit B (Statement of Work). If the Agency has expenditure issues, or performance issues related to utilization or outcomes defined in Exhibit B, the City may reallocate those funds to other eligible program agencies. Any reduction will be based on actual performance. The level of funding reduction shall be negotiated between the Agency and the City, with the City retaining the authority to set the reduction level.

XI. PROHIBITIONS

Funds awarded under this Contract shall not supplant other existing funding sources. Funds awarded under this Contract shall not be used for:

- A. Activities not related to the EHF Program;
- B. Administrative expenses above the amount specified in Exhibit C; and
- C. Non-expendable equipment with a cost exceeding \$1,000.00 per item, without prior approval of the City.

XII. HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATION

- A. The Agency shall participate in the Snohomish County Homeless Management Information System ("Snohomish County HMIS"), which is administered by the County's Human Services Department. Snohomish County HMIS is an electronic database that collects data on homeless persons who receive coordinated entry, navigation services, outreach, homeless prevention and intervention services, emergency shelter, transitional housing, supportive services not linked with housing, and permanent housing, including rapid rehousing, permanent supportive housing, and other permanent housing.
- B. Participation shall include the following:
 - 1. Technical set up;
 - 2. Staff training;
 - 3. Development of and adherence to an HMIS implementation schedule;
 - 4. Adherence to the requirements set forth in the Local HMIS Data Quality Plan, including timely data entry, internal monitoring of data quality, and timely correction of data;
 - 5. Adherence to other requirements as set forth in the Snohomish County HMIS Policy and Procedures Manual; and
 - 6. Adherence to the requirements set forth in the "Agency Partner Agreement" and "User Policy, Code of Ethics and Responsibility Statement" executed by the Agency and the Agency's staff.

XVI. PUBLICITY

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

XVII. WRITTEN POLICIES AND PROCEDURES

A. Written policies and procedures consistent with requirements under this Contract and with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and available for review.

B. Such policies and procedures shall include, but not be limited to:

1. Management Responsibility Plan,
2. Personnel and job descriptions;
3. Organizational chart;
4. Travel;
5. Fiscal management;
6. Grievance procedure;
7. Termination and Denial of Service policy;
8. Confidentiality Policy;
9. Location of handicap accessible facilities and services for homeless people with special needs; and
10. Provision for bilingual public contact employees as appropriate.

XVIII. DOCUMENTS ON FILE

A. Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and made available for review by the City and the County at reasonable times.

B. Such documents shall include, but not be limited to:

1. Articles of incorporation/Tribal charter;
2. By-laws;
3. IRS nonprofit status certification;
4. Current Agency audit;
5. Insurance and bonding policies required by the Contract; and
6. Contract Face Sheet.

XIX. PERFORMANCE EVALUATION AND MONITORING

The Agency agrees to participate with the City in any evaluation of the Project conducted by

the City, the County, Commerce, or HUD and to make available all information in its possession relevant to such evaluation.

The City will monitor the performance of the Agency against the goals and performance standards set forth in this Contract. Remedies for substandard performance that is not corrected to the City's satisfaction may include Contract suspension or termination following the procedures described in the Basic Terms and Conditions Agreement.

XX. TREATMENT OF CLIENTS

The Agency shall not:

- A. Deny shelter to a homeless person or family because of inability to pay;
- B. Require participation in a religious service as a condition of receiving assistance; or
- C. Require residency in the designated service area as a requirement for a homeless person to receive services.

XXI. ENVIRONMENTAL TOBACCO SMOKE

Smoking is not permitted in any portion of any indoor facility owned, leased, or contracted for by the Agency and used routinely for the provision of services to children under the age of 18.

XXII. COORDINATION OF ACTIVITIES

Activities shall be coordinated with similar and related programs administered by the federal government and the state of Washington, including but not limited to, Continuum of Care planning.

XXIII. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- 1. All material provided to the Agency by the City that is designated as "confidential" by the City or County;
- 2. All material produced by the Agency that is designated as "confidential" by the City or County; and
- 3. All personal information in the possession of the Agency that may not be disclosed under state or federal law. "Personal information" includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Agency shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Agency 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 the City or County or as may be required by law. The

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

- C. Unauthorized Use or Disclosure. The Agency shall notify the City within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

XXIV. AFTER-THE-AGREEMENT REQUIREMENTS

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Agency has control over SDG funds, including program income. The City will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

XXV. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

XXVI. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Agency's income or gross receipts, any other taxes, insurance, or expenses for the Agency or its staff shall be the sole responsibility of the Agency.

XXVII. FRAUD AND OTHER LOSS REPORTING

The Agency shall report in writing to the City all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable.

EXHIBIT B

STATEMENT OF WORK

EVERETT GOSPEL MISSION PALLET PROJECT

I. DESCRIPTION

The HMIS Name and Project ID are: 19757 PALLET SHELTER program (the Project) is funded with the Emergency Housing Fund (EHF), a Washington State Department of Commerce (Commerce) grant.

The Office of Community and Homeless Services (OCHS), as the Collaborative Applicant for the Everett/Snohomish County Continuum of Care (CoC), oversees the administration of the Coordinated Entry (CE) system under the guidance of the Partnership to End Homelessness (PEH). This Contract provides funding for temporary shelter to eligible households which does not require participants to sign leases or occupancy agreements or who are referred by a Coordinated Entry Resource Navigator.

The Agency shall undertake the activities described below under the direction of, and in collaboration with, the County and the PEH. In compliance with the terms of the Contract, the Agency shall perform the tasks and services carry out the Project as described in the Project Application, in Exhibit A, and in any subsequent revisions to the Project approved by the City or the County. In addition to amendments and guidance from the City and the County, the Agency shall comply with the Commerce Guidelines, as amended and RCW 43.185c Homeless Housing and Assistance. Additional information is available on the Department of Commerce website (<https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>).

II. ELIGIBILITY REQUIREMENTS

A. The Agency will provide the following assistance to participant households.

a. The Project shall serve eligible Participants only, defined as:

- i. Unsheltered Homeless: Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings;
- ii. Fleeing or attempting to flee violence: domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s); or
- iii. Sheltered Homeless: Residing in a temporary housing program including shelters or exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or

institution; or residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays.

- b. The Agency shall prioritize households who have a prior residence that is a place not meant for human habitation. Further, the Agency shall serve the target subpopulation(s) of individuals and families with children.
- B. The Agency shall ensure that all households served by the Project are enrolled in the Snohomish County's Coordinated Entry (CE) System by referring households to North Sound 2-1-1 to enroll the household into the CE System or through collaboration with a partner organization's Resource Navigator.
- C. The Agency shall follow a low-barrier approach and offer flexible intake schedules. The Agency shall enroll all eligible Participants in the Project without preconditions or barriers to entry. Participants must be enrolled regardless of the following criteria:
 - a. Having too little or no income;
 - b. Having poor credit or financial history;
 - c. Having poor or lack of rental history;
 - d. Having involvement with the criminal justice system;
 - e. Having active or a history of alcohol and/or substance abuse;
 - f. Having been impacted by a crime;
 - g. Lacking ID or proof of U.S. Residency Status;
 - h. The type or extent of disability-related services or supports that are needed; or
 - i. Other behaviors that are perceived as indicating a lack of "housing readiness", including resistance to receiving services.

The Agency may not establish eligibility requirements beyond those established by the Contract or applicable regulations, without prior written express approval from Snohomish County Human Services.

- D. The Agency shall administer the Snohomish County Fenn-Jorstad Self-Sufficiency Matrix© (FJSSM) to all adults served by the Project. The FJSSM© shall be administered at program entry and at exit; all scores must be entered into the Snohomish County Homeless Management Information System (HMIS).
 - E. The Agency shall provide the following supportive services:

- a. The Agency shall provide supportive services with the primary goal of quickly exiting to permanent housing. Supportive services may include assessing for rental barriers, targeted housing search, landlord engagement/negotiation, accessing mainstream resources, and making referrals to employment partners.
 - b. Agency staff will complete the Coordinated Entry Assessment with Participants and use a Housing Stability Plan with specific action steps designed to address rental barriers and assist in obtaining permanent housing as quickly as possible. If the household's stay is longer than thirty (30) days, then the plan shall be reassessed and documented at least every thirty (30) days.
 - c. The Agency shall make every effort to engage participants in supportive services. Supportive services shall emphasize participant choice and participation shall be entirely voluntary.
- F. The Agency shall not terminate Participants from the Project for any of the following reasons:
 - a. Failure to participate in supportive services or treatment programs;
 - b. Failure to make progress on a housing stability plan;
 - c. Alcohol and/or substance use in and of itself is not considered a reason for termination;
 - d. Households residing in emergency shelter must not be exited to homelessness due to reaching a maximum stay limit; and
 - e. The Agency must have a process in place for Participants terminated from a low barrier project due to violating rules focused on maintaining a safe environment to be considered for re-enrollment, if the household demonstrates unsafe behavior is unlikely to re-occur.
- G. The Agency shall ensure that Project units are of suitable dwelling size and meet Habitability Standards; an inspection of the facility must be conducted and documented at least once a year.
- H. The Agency shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as applicable to the activities under this Contract.
- I. The Project will operate on a maximum ninety (90) day model. To the extent practicable, residents will be assisted in obtaining housing within thirty (30) days of entry into the emergency shelter. The shelter will strive to reduce the average length of stay. However, residents may stay longer to prevent returns to homelessness.

- J. If a household stays longer than ninety (90) days in emergency shelter, the Agency shall document income eligibility (at or below thirty percent (30%) AMI). Income eligibility must be documented at least every three (3) months thereafter.

Income limits are based on Area Median Income (AMI) which can be located at: www.huduser.gov. Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included. Documentation dated within 30 days is acceptable. However, for public assistance benefits, (e.g., SSI, food stamps), a benefits statement received any time within the twelve months prior to the time of application and reflecting current benefits received by a household is allowed. A copy of a recent bank statement indicating direct deposit is also acceptable.

- K. The Agency will maintain an individual client file for each household served under this Contract that includes: a client file checklist; documentation of homelessness and program eligibility; HMIS consent; Coordinated Entry Assessment and Housing Stability Plan; a record of services provided and service referrals; income certification, if applicable; Habitability Inspections; and other information as needed to meet the requirements of Exhibit A.

III. OUTPUTS AND OUTCOMES

- A. The Project shall provide a minimum of 20 bed nights each day.
- B. The Agency shall make best efforts to meet or exceed identified outcome(s) for the Project; these outcome(s) are aligned with the System Performance Benchmarks, as adopted by the Partnership to End Homelessness (PEH) Continuum of Care Board. The outcome measure(s) for the Project are as follows:

IV. REPORTS

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and/or local law, as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

V. ADDITIONAL REQUIREMENTS

The Agency shall participate in the following activities:

- A. Everett/Snohomish County Continuum of Care (CoC) activities, including participation in planning activities, and the annual Point-In-Time (PIT) Count of individuals and families experiencing homelessness or who are at risk of homelessness. PIT participation includes the active recruitment of volunteers to conduct the PIT Count and submission of PIT project-specific data and information;
- B. The Agency shall ensure that appropriate staff attend all applicable trainings and learning opportunities, as identified by the County. In addition, staff that provide direct services and supervise staff who provide direct services and manage homeless grants should receive training and demonstrate competency in, at a minimum:
 - a. Trauma Informed Services;
 - b. Supporting victims of domestic violence;
 - c. Fair Housing;
 - d. Racial Equity;
 - e. LGBTQ+ competency;
 - f. Rapid Rehousing; and
 - g. Progressive Engagement and Problem-Solving.
- C. Attend Coordinated Entry Partnership meetings and Navigator meetings as requested share information about system gaps and recommend next step improvements.
- D. Participate in data collection, project evaluation, and professional development opportunities as requested by OCHS or its partners.

EXHIBIT C

PROJECT BUDGET

EVERETT GOSPEL MISSION PALLET PROJECT

AGENCY NAME: EVERETT GOSPEL MISSION

CONTRACT PERIOD: 7/1/2023 to 6/30/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
Emergency Housing Fund (COM)	7/1/2023 – 6/30/2024	\$740,159.00		\$740,159.00
TOTAL FUNDS AWARDED		\$740,159.00		\$740,159.00

NO MATCH REQUIRED.

EXPENDITURES

CATEGORY	FUND SOURCE: EHF FACILITY SUPPORT	FUND SOURCE: EHF OPERATIONS	TOTAL	OTHER RESOURCES
Salaries/Wages		\$184,820.00	\$184,820.00	
Benefits		50,046.00	50,046.00	
Supplies/Minor Equip		26,700.00	26,700.00	
Prof. Services	\$359,744.00		359,744.00	
Postage				
Telephone				
Mileage/Fares				
Meals				
Lodging				
Advertising				
Leases/Rentals				
Insurance	12,000.00		12,000.00	
Utilities	31,344.00		31,344.00	
Repairs/Maint.	24,000.00		24,000.00	
Client Flex Funds		5,000.00	5,000.00	
Client Rent				
Printing				
Dues/Subscrip.				
Regis/Tuition				
Machinery/Equip				
Administration		46,505.00	46,505.00	
Indirect				
Occupancy				
Misc. Construction				
Acquisition				
Relocation				
TOTAL	427,088.00	313,071.00	740,159.00	0

EXHIBIT D

PROJECT REIMBURSEMENT FORM

EVERETT GOSPEL MISSION PALLET PROJECT

Date: _____

Contact Name and Phone for Expenditures: _____

Expenses Below were Incurred During (Time Period): _____ to _____

CATEGORY	BUDGET	PERIOD EXPENDITURE	PRIOR EXPENDITURES	TOTAL	REMAINING BUDGET
Salaries/Wages	\$184,820.00				
Benefits	50,046.00				
Supplies/Minor Equip	26,700.00				
Prof. Services	\$359,744.00				
Postage					
Telephone					
Mileage/Fares					
Meals					
Lodging					
Advertising					
Leases/Rentals					
Insurance	12,000.00				
Utilities	31,344.00				
Repairs/Maint.	24,000.00				
Client Flex Funds	5,000.00				
Client Rent					
Printing					
Dues/Subscrip.					
Regis/Tuition					
Machinery/Equip					
Administration	46,505.00				
Indirect					
Occupancy					
Misc. Construction					
Acquisition					
Relocation					
TOTAL	740,159.00				740,159.00

Request for Payment: The undersigned Designated Official certified that the information submitted in support of this Request for Reimbursement is true, accurate and complete to the best of their knowledge.

Approved for Payment (Signed): _____ Date: _____

Printed Name of Designated Official: _____











EGM EHF Subrecipient Agreement_7.9.2024_SD

Final Audit Report

2024-07-15

Created:	2024-07-12
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIzDFglvDzG9q0z7gOK8LzbTLyIQd6l0Q

"EGM EHF Subrecipient Agreement_7.9.2024_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-07-12 - 8:25:03 PM GMT
-  Document emailed to Kembra Landry (KLandry@everettwa.gov) for approval
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-  Email viewed by Kembra Landry (KLandry@everettwa.gov)
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-  Document approved by Kembra Landry (KLandry@everettwa.gov)
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