



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 6, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [17-0531](#) Special Recognition - South Sound GREEN Program at Lincoln Options Elementary School

Attachments: [South Sound GREEN Program Summary](#)

3. PUBLIC COMMUNICATION

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A** [17-0632](#) Approval of May 23, 2017 Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [17-0631](#) Approval of May 23, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [17-0623](#) Approval of the Proposed Agenda, Logistics, and Facilitator for the Mid-Year City Council Retreat on June 10, 2017
Attachments: [Draft Agenda](#)
- 4.D [17-0629](#) Approval of Appointment to the Planning Commission to Fill a Vacancy
Attachments: [Adams Application](#)
[Adams Resume](#)
- 4.E [17-0469](#) Approval of Bid Award for Martin Way Patching Project
Attachments: [Summary of Bids](#)
[Vicinity Map](#)
- 4.F [17-0461](#) Approval of Resolution to Enter into a Memorandum of Understanding with the Washington State Employment Security Department, Washington Service Corps (WSC) for AmeriCorps Member Services
Attachments: [Resolution](#)
[MOU](#)
- 4.G [17-0580](#) Approval of Updated Reclaimed Water Service Agreements with Department of Enterprise Services and the Port of Olympia
Attachments: [Agreement - Port of Olympia](#)
[Agreement - Department of Enterprise Services](#)
- 4.H [17-0601](#) Approval of Resolution Amending the Aquatic Lands Agreement (Lease No. 22-A02391) to Expand Lease Area on Float D at Percival Landing
Attachments: [Resolution](#)
[Lease Amendment](#)
- 4.I [17-0622](#) Approval of a Resolution Declaring Piperhill/Pacific Drinking Water Utility Property as Surplus
Attachments: [Resolution](#)
[Vicinity Map](#)

4. SECOND READINGS

- 4.J [17-0549](#) Approval of Ordinance Appropriating Funds to the Shared Leave Special Account
Attachments: [Ordinance](#)
- 4.K [17-0564](#) Approval of Ordinance Appropriating Parking Business Improvement Area (PBIA) Funds for the Collective Visions Mural Project
Attachments: [Ordinance](#)
- 4.L [17-0583](#) Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

Attachments: [Ordinance](#)

4. FIRST READINGS

5. PUBLIC HEARING

- 5.A [17-0610](#) Public Hearing on Amendment No. 2 to Development Agreement with MPH Holdings, LLC

Attachments: [Resolution](#)

[July 10, 2007 Development Agreement](#)

[March 31, 2009 Amendment No. 1 to Development Agreement](#)

[CPD Director Letter of Vesting Determination](#)

6. OTHER BUSINESS

- 6.A [17-0602](#) Approval of Activities and the Start of the Public Process Period for Community Development Block Grant Funding for Program Year 2017

Attachments: [Committee Recommendations - CDBG PY 2017](#)

[Open House Comments CDBG PY 2017 CDBG](#)

[Total Requests for Funding - CDBG PY 2017](#)

[CDBG Program Regulations](#)

[CDBG Program Annual Cycle](#)

[Citizen Summary PY2017 Annual Action Plan](#)

7. CONTINUED PUBLIC COMMUNICATION

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - South Sound GREEN Program at Lincoln Options Elementary School

Agenda Date: 6/6/2017
Agenda Item Number: 2.A
File Number: 17-0531

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - South Sound GREEN Program at Lincoln Options Elementary School

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Recognize Lincoln Options Elementary students for their participation in the South Sound GREEN (SS GREEN) Program.

Report

Issue:

Whether to recognize Lincoln students for their participation in South Sound GREEN and this year's GREEN Congress.

Staff Contact:

Michelle Stevie, Senior Program Specialist, Water Resources-Environmental Services, 360.753.8336

Presenter(s):

Michelle Stevie, Senior Program Specialist, Water Resources - Environmental Services
Michael Stine, a 4th/5th grade teacher, and students from Lincoln Options Elementary

Background and Analysis:

For 25 years, the South Sound GREEN (SS GREEN) Program has worked with teachers and elementary-aged children to provide storm and surface water education. As part of the program, students in Michael Stine's class conducted water quality monitoring of Moxlie Creek in Watershed Park. Thurston Conservation District, the Cities of Olympia, Tumwater and Lacey, Thurston County, and Trout Unlimited cooperatively sponsor the program. The curriculum of SS GREEN teaches students how human actions can impact water quality.

Mr. Stine's students attended the SS GREEN regional symposium called GREEN Congress at The Evergreen State College. The student delegates from area schools learned how to analyze the water quality data they collected and prepared short presentations to report their findings. In total, 211 SS

Type: recognition **Version:** 1 **Status:** Recognition

GREEN students served as Congress delegates this year.

Financial Impact:

Through the Storm and Surface Water Utility, the City of Olympia provides financial support of \$14,400 per year to sponsor the program.

Attachments:

South Sound GREEN Summary



South Sound GREEN

Connecting Community and Schools for Watershed Protection

Water Quality Monitoring • Student GREEN Congress • Nearshore Education • Action Projects



For more than 25 years, South Sound Global Rivers Environmental Education Network (GREEN) has been providing watershed education to about 50 classrooms and 1200 students each year. Through this program, participants engage in science and engineering practices related to water quality and storm water runoff in South Sound. Local students conduct stream investigations that include water quality monitoring, benthic macroinvertebrate sampling and action projects. Later in the school year, elected student delegates take their findings to the annual student GREEN Congress, held each year at The Evergreen State College.

South Sound GREEN also provides numerous training opportunities for teachers participating in the GREEN program. Nearshore education is an important part of watershed education through the South Sound GREEN program. Students experience nearshore-marine creatures up close at local South Puget Sound shorelines and learn about the food web and habitat that sustains the species of this ecosystem. They also learn about how human actions can impact water quality and local industries such as shellfish harvesting.

Currently South Sound GREEN is working with North Thurston Public Schools, Olympia School District, Tumwater School District, Rainier School District, Griffin School District, St. Martin's College, The Evergreen State College, private schools and home-schooled students. This program is cooperatively sponsored by Thurston Conservation District, Thurston County, the Cities of Olympia, Tumwater, and Lacey, and Trout Unlimited. Additional program funding is provided through grants from various entities. South Sound GREEN also partners with the Nisqually River Education Project (NREP) and the Chehalis Basin Education Consortium (CBEC) in the delivery of annual programs, such as the GREEN Congress, Summer Teacher's Institute, and other student and teacher development opportunities.

For more information contact:

Stephanie Bishop

Program Coordinator

sbishop@thurstoncd.com



South Sound GREEN

Connecting Community and Schools for Watershed Protection

Water Quality Monitoring • Student GREEN Congress • Nearshore Education • Action Projects



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For more information contact:
Stephanie Bishop
Program Coordinator
sbishop@thurstoncd.com



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601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of May 23, 2017 Study Session Meeting Minutes

Agenda Date: 6/6/2017
Agenda Item Number: 4.A
File Number: 17-0632

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of May 23, 2017 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 23, 2017

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

2. BUSINESS ITEM

2.A [17-0572](#) Ad Hoc Committee on Housing Affordability Status Report

Community Planning and Development Director Keith Stahley noted the Ad Hoc Committee on Housing Affordability (AHCOPA) has been meeting since March 10, and have covered a lot of ground during this time.

Mr. Stahley noted the purpose of the Study Session is to bring the entire City Council up to speed with what the Committee has covered Thus far. He reminded the Council the Committee will not be making recommendations, but will develop a package of information and options to address housing issues.

Mr. Stahley reviewed the topics covered by the Committee since March, which include:

- Faith Trimble of the Community Investment Partnership (CIP) shared recommended CIP funding rewards distribution.
- The Thurston County Homeless Housing five-year - a strategy on how to move forward as a region -- is anticipated to be finalized shortly. Housing Program Manager Anna Schlecht has participated in the development of the strategy.
- Meg Martin of Interfaith Works debriefed the Committee on Warming Center 2016/17 operations. It was clear the Warming Center was heavily utilized, underfunded, understaffed and in a problematic location. Discussions will begin shortly on plans to move forward for next winter.
- Work continues in gathering data about shelter capacity. Many shelter beds go unused; work needs to be done to identify why this happens and how to address gaps in sheltering.

- The Point-in-Time Homeless Census data for 2017 is in the process of being finalized.
- The Committee started the process of learning what other communities are doing to address homelessness including meeting with representatives of Bellingham and Vancouver, as well as reviewing programs and data from Everett, Seattle and Tacoma.
- The Committee reviewed the Downtown Strategy recommendations for the City Council to bring together a broad spectrum of stakeholders to discuss how to move forward on issues of homeless by working with regional stakeholders.

Mr. Stahley discussed some immediate questions, which will help guide how to move forward. He also noted the Land Use Committee is hosting open house events regarding Missing Middle.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:41p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of May 23, 2017 City Council Meeting Minutes

Agenda Date: 6/6/2017
Agenda Item Number: 4.B
File Number: 17-0631

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of May 23, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 23, 2017

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

1.A ANNOUNCEMENTS

Mayor Selby announced the City Council met earlier in a Study Session.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [17-0557](#) Special Recognition - Presentation by Garden Raised Bounty (GRuB)

Executive Director of Garden Raised Bounty (GRuB) Katie Rains gave an update on the GRuB program.

Tristan, a student at GRuB, shared his experience with the program.

Councilmembers thanked Ms. Rains for the impact GRuB has had on the community and agreed to use Council Goal Funds to take part in the floral bouquet program this summer.

The recognition was received.

2.B [17-0558](#) Special Recognition - Proclamation Recognizing National EMS Week

Councilmember Cooper read a proclamation recognizing National Emergency Medical Services (EMS) Week.

Deputy Fire Chief Greg Wright introduced Thurston County Medic One Director Kurt Hardin. Mr. Flewelling discussed the high quality of the team and system in our community.

Councilmembers thanked Mr. Hardin and EMS personnel for their work.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Tye Gundel, CC Coates and Franz Kilmerschultz.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

- 4.A [17-0581](#) Approval of May 16, 2017 City Council Meeting Minutes

The minutes were approved.

- 4.B [17-0582](#) Approval of Bills and Payroll Certification

Payroll check numbers 90007 through 90265 and Direct Deposit transmissions:
Total: \$4, 260,034.05; Claim check numbers 3686283 through 3687127: Total
\$4,939,283.00

The decision was approved.

- 4.C [17-0462](#) Approval for Bid Award for Small Diameter Water Pipe Replacement

The contract was approved.

- 4.D [17-0468](#) Approval of Bid Award for Martin Way Intersection Overlays

The contract was approved.

- 4.E [17-0525](#) Approval of Bid Award for the 4th Avenue Bridge Painting Project

The contract was approved.

- 4.F [17-0526](#) Approval of Investment Policy Changes

The decision was approved.

- 4.G [17-0562](#) Approval of Labor Contract with the Olympia Police Guild

The contract was approved.

- 4.H [17-0578](#) Approval of a Resolution Regarding Petty Cash and Change Funds

The resolution was adopted.

4. SECOND READINGS

- 4.I [17-0516](#) Approval of Ordinance Amending Olympia Municipal Code Section 9.16.020, Disorderly Conduct

The ordinance was approved on second reading.

4. FIRST READINGS

- 4.J [17-0564](#) Approval of Ordinance Appropriating Parking Business Improvement Area (PBIA) Funds for the Collective Visions Mural Project

The ordinance was approved on first reading and moved to second reading.

- 4.K [17-0549](#) Approval of Ordinance Appropriating Funds to the Shared Leave Special Account

The ordinance was approved on first reading and moved to second reading.

- 4.L [17-0583](#) Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Councilmember Hankins moved, seconded by Councilmember Cooper, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [17-0559](#) Thurston 911 Communications (TCOMM 911) Update

Executive Director of Thurston 911 Communications (TCOMM) Keith Flewelling gave an update on the status of TCOMM and what they are doing on the City's behalf in the community.

Mr. Flewelling shared highlights of the history and mission of the organization along with the governance structure. He discussed the breakdown of the funding and revenue in TCOMM's budget.

Mr. Flewelling reviewed staffing, telephone and dispatch activity data. He shared several challenges including staffing and the need for equipment replacement and repair.

Councilmember asked clarifying questions.

The information was received.

6.B [17-0441](#) Update on Sea Level Rise Response Planning Process Scope of Work

Senior Planner Susan Clark discussed the City's response to planning for sea level rise. She recognized this work involves a team from the City along with partners from the Port of Olympia and Lott Clean Water Alliance.

Ms. Clark gave an update on the project status, planning approach, project limitations, community engagement and schedule.

Councilmembers asked clarifying questions.

The report was received.

6.C [17-0561](#) Public Works Project Overview

City Engineer Fran Eide gave an overview of Public Works projects. This includes a Water Pipe replacement in 7 areas of the City, repaving project on the Sleater Kinney intersection, Martin Way bike lane patching, and 4th Avenue Bridge railing repainting project.

Councilmember asked clarifying questions.

The information was received.

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

**8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND
REFERRALS**

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall congratulated the Capital City Marathon for a successful marathon this year. He noted there will be no City Council meeting on June 6. Mr. Hall shared Bicycle Commuter Month is ongoing. He also noted the summer night walking patrol will begin in mid-July.

9. EXECUTIVE SESSION

9.A [17-0563](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110
(1)(c) - Real Estate Matter

Mayor Selby recessed to Executive Session at 8:49 p.m. pursuant to RCW

42.30.110(1)(b); RCW 42.30.110(1)(c) to discuss a matter related to Real Estate. Mayor Selby announced no decisions will be made, the meeting is expected to last no longer than 1 hour, and the Council will adjourn immediately following the Executive Session. The Deputy City Attorney was present at the Executive Session.

No decisions were made.

9. ADJOURNMENT

The meeting adjourned at 9:35p.m.



City Council

Approval of the Proposed Agenda, Logistics, and Facilitator for the Mid-Year City Council Retreat on June 10, 2017

Agenda Date: 6/6/2017
Agenda Item Number: 4.C
File Number: 17-0623

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Proposed Agenda, Logistics, and Facilitator for the Mid-Year City Council Retreat on June 10, 2017

Recommended Action

Committee Recommendation:

The General Government Committee met on May 24 and recommended the following agenda and logistics for the City Council Mid-Year Retreat.

City Manager Recommendation:

Move to approve the General Government Committee recommendations for the upcoming mid-year retreat including the location, agenda and facilitator.

Report

Issue:

Approve the recommendations for the agenda, location and facilitator for the mid-year retreat.

Staff Contact:

Steve Hall, City Manager, 360.753.8447
Jay Burney, Assistant City Manager, 360.753.8740

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

The Council holds a mid-year retreat to review its progress and/or focus on other items of interest. At its January 2017 retreat, Council set Saturday, June 10, as the date for the mid-year retreat. The LOTT Board Room has been used in the past and is recommended to be used again. Kendra Dahlen has facilitated past retreats and is recommended for this retreat.

The mid-year retreat is normally four to five hours, usually Saturday morning; the General Government Committee recommends 9am-2pm.

The Committee did not want an overly packed agenda. Instead, they asked to have plenty of time for key topics. Accordingly, a proposed review of the Comprehensive Plan Action Plan is recommended as a Study Session, and not the retreat. In addition, the Committee wanted to spend more time in the community and added three more stops to the walking tour for a total of five. Estimated time may be around 1.5 hours. Finally, the Committee wanted to look at high level at 2018 to address the topic 10 hot topics, not an exhaustive list for next year.

During 2017, Councilmembers have mentioned several items as possible mid-year retreat topics. The Committee reviewed those items and more and recommends the attached retreat agenda.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the time, date, facilitator and agenda for the mid-year retreat.
2. Make changes.
3. Take the day off, ride your bike, enjoy the sun! (Nah!)

Financial Impact:

Cost for the facilitator is estimated between \$3-4,000.

Attachments:

Draft Retreat Agenda



Proposed Agenda

Facilitator: Kendra Dahlen, The Athena Group

- Managing Meeting Disruptions (*procedures, protocols, point of order, etc.*)
- 2017 State Legislative Session Update and 2018 Strategy (*including federal budget, regulatory reform impacts, etc.*)
- Noon Walking Tour (*321 Legion Lofts, Gallery Boom, Gotti Sweets, Jobi Glass, Bittersweet Chocolates*)
- Top 10 Hot Topics for 2018
- Check-in on Working Relationships
 - *Council*
 - *Staff*
 - *Community*



City Council

Approval of Appointment to the Planning Commission to Fill a Vacancy

Agenda Date: 6/6/2017
Agenda Item Number: 4.D
File Number: 17-0629

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of Appointment to the Planning Commission to Fill a Vacancy

Recommended Action

Committee Recommendation:

The General Government Committee recommends approval of the appointment listed below.

City Manager Recommendation:

Move to approve the appointment of Tammy Adams, with a term ending March 31, 2019, to the Planning Commission to fill a vacancy.

Report

Issue:

Whether to make the recommended appointment.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The General Government Committee interviewed Tammy Adams at its March 13, 2017, meeting and was impressed with her candidacy. However, the Committee chose to recommend that another candidate be appointed to fill the vacancy on the Planning Commission, and Council approved.

On May 15, 2017, a long-time member of the Commission resigned her seat. The Committee is recommending Ms. Adams be appointed to fill the newly vacated seat on the Planning Commission with a term ending March 31, 2019.

The applicant's application and resume are attached.

Neighborhood/Community Interests (if known):

N/A

Options;

1. Approve the appointment as recommended.
2. Do not approve the appointment and send the issue back to the General Government Committee. This would delay the appointment schedule and leave the Planning Commission not operating at full strength.

Financial Impact:

None

Attachments:

Adams Application
Adams Resume

WE ARE NOT ACCEPTING APPLICATIONS AT THIS TIME

Profile

Tammy

First Name

Adams

Last Name

Middle Initial

tammy@virgiladamsre.com

Email Address

3607 W Central PI SE

Home Address

Suite or Apt

Olympia

City

WA

State

98501

Postal Code

Mobile: (360) 584-2736

Primary Phone

Home:

Alternate Phone

Realtor

Occupation

Which Boards would you like to apply for?

Planning Commission: Submitted

Select Your Neighborhood *

Carlyon North

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards.

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. Olympia residency is not required; however, it is a primary consideration. You may attach a resume. An Olympia map with your residence clearly marked **MUST BE SUBMITTED** with your completed application. Yahoo, Google, or other similar maps are acceptable.

Question applies to multiple boards.

1. Briefly describe why you wish to serve on this advisory committee.

I want to be a part of what is going on in town. I so often wish I could be a voice in the decision process and look for an opportunity to do so. I was born and raised here and love this town. I am 3 generations of Olympia and 3 generations of Olympia High School as well.

Question applies to multiple boards.

2. Describe your qualifications and/or skills which would benefit this advisory committee.

I graduated from Central Washington university with marketing and purchasing management emphasis and Bachelors in Business. I am a local business owner, real estate broker and a 3rd generation business owner downtown. Our family owns 4 commercial properties downtown.

Question applies to multiple boards.

3. Describe your involvement in the Olympia community.

I am a Rotarian, volunteer at numerous events around town and do my part to be involved in numerous fund raisers. Myself and our office is very involved in this community.

Question applies to multiple boards.

4. List your educational and professional background and area of study.

As mentioned previously I am a graduate from Olympia High School, I started working when I was 15 at a retail company and was transferred to Bellingham with them when I went to Western Washington University. I worked for that company for over 8 years throughout high school, college and beyond going from a sales associate to manager to new store coordinator and sign shop manager, Zumiez Inc. From there I helped a local lady in Seattle start up a business that has become very successful, downtown dog lounge. I moved to Montana and worked for Summit Aeronautics as a purchaser (they did manufacturing for Boeing and Lockheed Martin) . I met my husband there and we ended up in California where I started my real estate career. My father, owner of Virgil Adams Real Estate, contacted me and asked me to come back home and be a part of the real estate family business and work with him about 7 years ago. I ended up graduating from Central Washington University so I could attend night classes at their business location in seatac and continue to work at Zumiez during the day.

Question applies to multiple boards.

5. Appointment to this committee will require your attendance at evening meetings. How many hours per month are you willing to commit as a volunteer?

I can make evenings work. I tend to work nights most of the time anyway. Not sure what commitment level you requite but I can make it work

Question applies to multiple boards.

6. If you are not appointed to this committee at this time:

Question applies to multiple boards.

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards.

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for.

Question applies to multiple boards.

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards.

6c. Would you be willing to volunteer for other City activities?

Yes No

Question applies to multiple boards.

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards.

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

Question applies to multiple boards.

9. How did you learn about this advisory committee recruitment?

Cheryl Selby & checking the website occasionally

[Tammy_M_Adams_res.docx](#)

Upload a Resume

Question applies to multiple boards.

Applications are accepted for the calendar year only. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and an interview of qualified candidates.

For further information, contact Susan Grisham, Executive Assistant, 360.753.8244, sgrisham@ci.olympia.wa.us

When filed with the City, your application and attachment documents are public records and may be subject to public release.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.

Question applies to Planning Commission.

10. In your own words, what is the role of an Olympia Planning Commissioner?

To give advice on the plans for the city to the city council and other staff involved. Work with the general public to take in their opinions as to what they feel is best and incorporate both parties wishes. Be the voice of the general public , evaluate reports and studies followed up with personal recommendations.

Question applies to Planning Commission.

11. What interests you most about community planning?

Being a part of this city and how things are processed. Being a part of a plan for the city and keeping it healthy. I don't want to sit on the side lines any longer stating my opinions I want to be involved.

Question applies to Planning Commission.

12. What skills would you bring to the work of the Planning Commission and what do you hope to learn?

Long time local resident that is connected with the public daily along with multiple commercial and residential home owners. I grew up in this town and have seen all that it has gone through over the years. I want to see Olympia strong and thriving. I want people to see how great this community is!

Question applies to Planning Commission.

13. Have you ever taken a Short Course in Local Planning, read an OPC packet or attended a meeting?

I have not taken a course in Local Planning but multiple in business planning.

Question applies to Planning Commission.

14. What is your knowledge of the City's Comprehensive Plan and how it relates to planning?

It is the city's long term plans and goals and capital projects. It involves the city, land use (private & public), housing, parks, transportation, public services, economic development and all of the great things this city offers that I educated my clients on regularly! It also involves working with the public on these as well.

Tammy M Adams

806 State Ave * Olympia WA 98506 * (360)584-2736 * realtortammyadams@gmail.com

Education

Bachelor of Science of Business Administration Ellensburg WA
Emphasis in purchasing and marketing
Graduated from Central Washington University 2003
Seattle King County Association of Realtors
Certified Short Sale Negotiator 2011 Bellevue WA
Washington Managing Broker
Rockwell Institute, currently taking classes

Qualifications

Management experience, managing/maintaining budgets, setting/obtaining sales goals
Proficient with computers
Communication skills, Customer Service, Sales Experience
Licensed Realtor in Washington and California, updated on current laws and regulations
Organized, ability to multi-task, self-motivated

Work Experience

Realtor, Virgil Adams Real Estate, Olympia WA 2009-Current
Representing buyers and sellers in today's competitive and changing market, assisting local banks with BPO's, short sale specialist

Realtor, PMZ Real Estate, Oakdale CA 2006-2010
Representing buyers and sellers in California's quickly changing market, assisting local banks with BPO's, short sale specialist, ranch/ranchette specialist

Realtor/Office Administration, Prudential California Realty, Waterford/Oakdale CA 2005-2006
Transaction coordinator, assistant to Jo and Jim Cates, representing buyers and sellers in California's quickly changing market, assisting local banks with BPO's and learning how to work with short sales

Purchaser, Summit Aeronautics (now Boeing Helena), Helena MT 2003-2005
Purchased equipment, tools and parts for manufacturing and fabricating commercial and navy airplane parts and structures.

Retail Sales, New Store Coordinator & Sign Shop Manager, Zumiez 1995-2003
Olympia, Bellingham & Everett
Progressed from sales to management then moved onto corporate headquarters where I opened new stores and managed the sign shop for the company.

References

- *Dennis Adams, Broker Virgil Adams Real Estate, 360-791-1651 (current employer)
- *Jo and Jim Cates, Realtors PMZ Real Estate, 209-968-5660 or 209-606-0692 (previous co-worker)
- *Richard Hundley, Office manager PMZ Real Estate, 209-988-4663 (previous manager)
- *Mervet Sanchez, Chicago Title, 360-790-1300 (current professional colleague)
- *Melody Todd, Zumiez Inc., 425-551-1500 (previous co-worker)



City Council

Approval of Bid Award for Martin Way Patching Project

Agenda Date: 6/6/2017
Agenda Item Number: 4.E
File Number: 17-0469

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Bid Award for Martin Way Patching Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Tucci & Sons, Inc., in the amount of \$596,174.20 and authorize the City Manager to execute the contract.

Report

Issue:

Whether to award the construction contract for the Martin Way Patching Project to Tucci & Sons, Inc.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The pavement on Martin Way, from Pacific Avenue to Ensign Road is old and in "poor" condition. The pavement has many potholes and wide cracks. The pavement in the bike lanes is uneven and rutted at bus stops. This project will replace areas of worn asphalt and fill cracks. This work is necessary to prepare the pavement for a chip seal in 2018 restoring the pavement to "good" condition. Work will begin in June and be complete by August 2017.

Neighborhood/Community Interests (if known):

Construction activity will affect traffic flow and access to businesses along the route. Work in the bike lane will affect bicyclists and people walking. Staff will inform citizens of construction activity and impacts to vehicle, bicycle and pedestrian traffic or access to businesses. We will use post cards, newsletters, Twitter, and the Construction News webpage to communicate with citizens.

Options:

1. Award the construction contract to Tucci & Sons, Inc., in the amount of \$596,174.20 and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Do not award the construction contract, reject all bids, and request staff to rebid the project.

Delaying the project could result in further decline of the pavement condition. Delay may also result in higher bids and will require additional staff time to rebid the project.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from general fund.

The low bid of \$596,174.20 is 20.7% above the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 596,174.20
Contingency to Award (10%):	\$ 59,617.42
Traffic Camera	\$ 14,253.00
Engineering: Design, Inspection, Project Management	\$ 63,500.00
Total Estimated Project Cost:	\$ 733,544.62
Available Project Funding:	\$ 749,600.00

Attachments:

Summary of Bids
Vicinity Map

SUMMARY OF BIDS RECEIVED



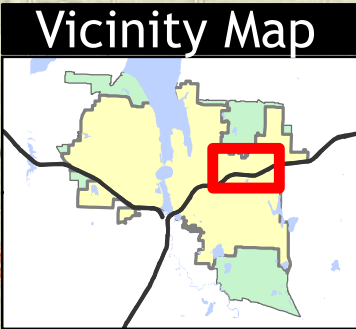
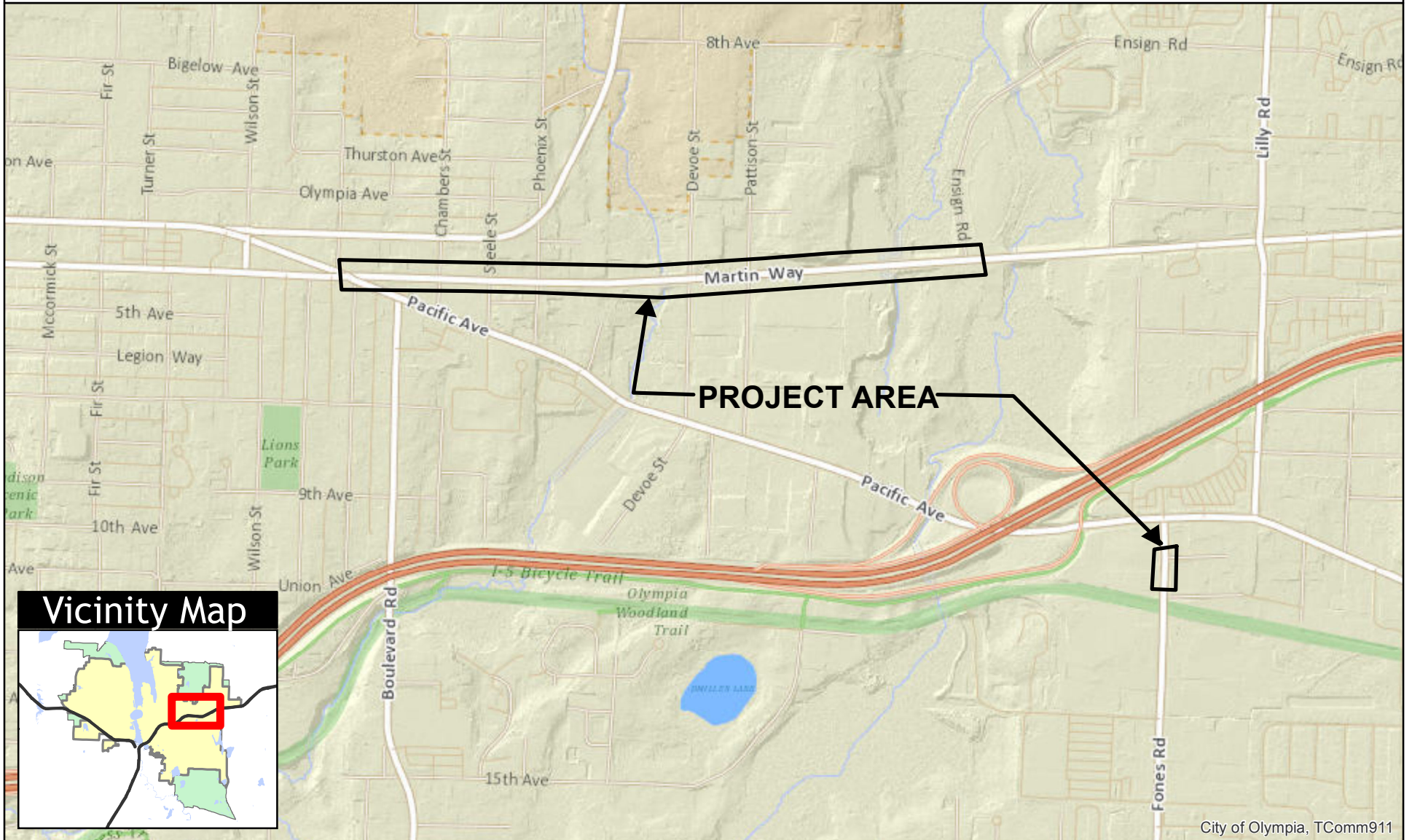
Project Name: Martin Way Patching
Project Number: 1695G
Federal Project Number:
Bid Opening Date: 5/17/2017

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$ 494,099.00
Bid #1	Tucci & Sons, Inc.	\$ 596,174.20
Bid #2	Puget Paving & Construction, Inc.	\$ 606,492.85
Bid #3	Granite Construction Company	\$ 627,589.25
Bid #4	Lakeside Industries, Inc.	\$ 709,775.49



MARTIN WAY PATCHING

Project 1695G



City of Olympia, TComm911

0 500 1,000 Feet

1 inch = 1,000 feet

Map printed 5/24/2017

For more information, please contact:

Fran Eide, P.E. City Engineer

feide@ci.olympia.wa.us

(360) 753-8422

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of Resolution to Enter into a Memorandum of Understanding with the Washington State Employment Security Department, Washington Service Corps (WSC) for AmeriCorps Member Services

Agenda Date: 6/6/2017
Agenda Item Number: 4.F
File Number: 17-0461

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of Resolution to Enter into a Memorandum of Understanding with the Washington State Employment Security Department, Washington Service Corps (WSC) for AmeriCorps Member Services

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the Washington State Employment Security Department for AmeriCorps member services

Report

Issue:

Whether to enter into a Memorandum of Understanding allowing the City to sponsor two AmeriCorps Service Members to support the Storm and Surface Water Utility's programs.

Staff Contact:

Susan McCleary, Senior Program Specialist 360.570.3794
Joe Roush, Environmental Services Supervisor, 360.753.8563

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Memorandum of Understanding (MOU) allows the City to sponsor two AmeriCorps members. One position will support the City's habitat and stewardship strategy. The habitat and stewardship strategy protects and restores important habitat city wide. The other position will support

neighborhood stormwater facility maintenance education and outreach. The AmeriCorps members will provide support to individual, neighborhood, and volunteer stewardship efforts on public and private properties.

City staff will screen, interview, hire and supervise the AmeriCorps Members. The City receives the full-time services of two AmeriCorps Members for 10.5 months at a cost of \$15,200.

The AmeriCorp members will start September 2017 and end July 2018.

Neighborhood/Community Interests (if known):

The habitat and stewardship strategy supports community and neighborhood environmental protection. Neighborhoods express strong interest in the program.

The stormwater facilities maintenance education and outreach program provides technical guidance to neighborhoods and homeowner associations (HOAs) to achieve effective stormwater management for flood and pollution prevention. This program supports neighborhood compliance with City stormwater maintenance agreements.

The City's Utility Advisory Committee continues to support the overall work effort.

Options:

1. Move to approve the resolution authorizing the City Manager to enter into a Memorandum of Understanding with the Washington State Employment Security Department for AmeriCorps member services. This will result in a contractual commitment of \$15,200 with Washington State Employment Security Department, Washington Service Corps. Allows the City to obtain two AmeriCorp members at a reasonable price to further the program goals of the Storm and Surface Water Utility.
2. Do not approve the resolution authorizing the City Manager to enter into a Memorandum of Understanding for AmeriCorps services. City staff will explore other opportunities to support the habitat and stewardship strategy and stormwater pollution prevention programs.

Financial Impact:

Funds have been allocated through the Storm and Surface Water Utility's Environmental Service's annual operating budget. The funding of other operations will not be affected by the proposed MOU.

Attachments:

Resolution

Memorandum of Understanding (MOU)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OLYMPIA
AND THE WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT FOR
AMERICORPS MEMBER SERVICES**

WHEREAS, the Washington State Employment Security Department, Washington Service Corps Program offers the opportunity for the City to contract for AmeriCorps member services for a placement fee; and

WHEREAS, the Public Works Department wishes to sponsor two full-time AmeriCorps Service Members for 10.5 months at for a placement fee of \$15,200; and

WHEREAS, one position will support the City's habitat and stewardship strategy, which supports community and neighborhood environmental protection; and

WHEREAS, the other position will support the neighborhood stormwater facility maintenance education and outreach program, which provides technical guidance to neighborhoods and homeowner associations to achieve effective stormwater management for flood and pollution prevention; and

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the attached form of Memorandum of Understanding between the City of Olympia and the Washington State Employment Security Department and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Memorandum of Understanding, and any other documents necessary to obligate funds for two AmeriCorps Service Members, and to make any minor modifications as may be required and are consistent with the intent of the attached Memorandum of Understanding, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



WSC ONLY: Contract #: _____ (As assigned by ESD)
--

CFDA 94.006

Program Year September 1, 2017 – August 31, 2018

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to establish the expectations of the Washington State Employment Security Department's Washington Service Corps (hereinafter referred to as WSC). These expectations are designed to establish effective coordination between sponsoring organization and WSC to ensure that the objectives of the WSC, Serve Washington, and the Corporation for National and Community Service are met; to ensure grant outcomes for services to beneficiaries are met; and to ensure a positive service experience for the AmeriCorps member(s).

Sponsoring Organization Information:

Sponsoring Organization Legal Name:			
Federal Employer Identification Number (EIN#):			
Project Title(s):			
Sponsoring Organization			
Authorized Signer Name*:		Title:	
* The Authorized Signer must be an individual who has the recognized authority to commit the organization to a binding contract.			
Mailing Address:			
Street or PO Box	City	State	Zip Code
Telephone Number:		Email Address:	

	Sponsoring Organization Project Type	Fee per Member	Members Awarded	Total Fee
	DSHS-funded Youth Projects	\$0		
	Continuing Special Programs (SP)	\$7,600		
	Continuing Individual Placement (IP) 1-4 Members	\$7,600		
	Continuing Small Team 5-11 Members	\$6,700		
	Continuing Medium Team 12-19 Members	\$3,700		
	Continuing Large Team 20+ Members	\$3,300		
	New Special Programs (SP)	\$7,900		
	New Individual Placement (IP) 1-4 Members	\$7,900		
	New Small Team 5-11 Members	\$7,000		
	New Medium Team 12-19 Members	\$4,000		
	New Large Team 20+ Members	\$3,600		

Funding Contingency

In the event funding for the WSC is reduced or eliminated, or if federal program requirements change, prior to or after the date of this MOU, the WSC may terminate or modify this MOU with 30 days written notification to the sponsoring organization. Positions noted as "DSHS-Funded" are contingent on receipt of funds for those positions from the Washington State Department of Social & Health Services.

Responsibilities of the Sponsoring Organization

Section I – Financial Responsibility

1. Submit total member placement fee on or before September 30, 2017 for all enrolled members.
 - An invoice with payment instructions will be sent by WSC to sponsoring organizations on or about September 1, 2017.
 - Failure to pay the member placement fee requirement per member may result in removal of the member(s) from site and termination of this contract by WSC.
2. Member placement fee will not be refunded or pro-rated for any member who terminates service early. If a member terminates prior to serving 15% (255 hours) of their full-time 10.5 month, 1,700-hour service term, WSC MAY allow a limited opportunity to refill the position with a six-month placement at no additional charge to the sponsoring organization.
3. Provide liability insurance as certified in Exhibit A, 2017 Terms and Conditions for AmeriCorps State and National Grants.
 - Submit to WSC proof of current valid Commercial General Liability Insurance with minimum of \$1,000,000 per occurrence with the Washington State Employment Security Department endorsed to the policy as an additional insured with limit of no less than \$1,000,000 per accident for bodily injury or property damage.
 - If coverage expires prior to end of member's service term, submit proof of continuous coverage to WSC.
 - If sponsoring organization is a federal or state agency, provide documentation showing that status.
 - If sponsoring organization is a school district, local government, or other agency participating in a "risk pool" or self-insured program, provide documentation of that status and coverage.
4. Provide transportation or mileage reimbursement to WSC AmeriCorps member(s) to conduct service away from their established service site during service hours. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
5. Provide lodging and meals to WSC AmeriCorps member(s) when overnight travel is necessary to perform required service or training away from the service site. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
6. Provide transportation or mileage reimbursement to WSC AmeriCorps member(s) who attend the required member regional training, to be scheduled in program year 2017-18. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.

7. Pay for any costs associated with Washington State WATCH criminal history checks and the state-of-residence check (if required) of members.
8. Reimburse WSC for any FBI check costs beyond the allowed one FBI check per enrolled position, including, but not limited to:
 - Cancellation or rescheduling fees incurred due to no-shows or changes made with less than 24 hours' notice to Fieldprint.
 - Applicants who back out after fingerprinting
 - Applicants who do not follow instructions and must re-do the FBI check
 - Applicants who do not enter their legal name as it appears on their government-issued photo ID when registering with Fieldprint.
9. Pay all costs for required National Service Criminal History Checks of primary site supervisors and backup site supervisors, including:
 - WATCH check through the Washington State Patrol
 - FBI check through WSC-designated source
 - State-of-residence (out-of-state) check, if applicable
10. Member costs that are deemed disallowed due to sponsoring organization error, omission, or failure to follow guidance provided by WSC will be the responsibility of the sponsoring organization.
11. All member expenses to serve at the project site are the responsibility of the sponsoring organization. This includes but is not limited to member reasonable accommodation or ergonomic assessment.

Section II - Risk Management and Compliance

1. Comply with the Grant Program Civil Rights and Non-Harassment Policy (Exhibit B), Assurances and Certifications (Exhibit C), AmeriCorps Member Service Agreement and the RFA Expectations & Agreements.
2. Abide by all applicable state and federal laws and CNCS policy on Equal Opportunity Employment. An environment free of discrimination for all AmeriCorps Members will be provided. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure a mutual respect for all differences among us. Discrimination for race, color, gender, national origin, religion, age, mental or physical disability, sexual orientation, marital or parental status, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated. Treatment of all Members must be based upon merit.
3. Comply with all WSC Policies, Procedures, Supervisor Manual, and other guidance in effect during the term of this MOU, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
 - POL-105 – Providing Adequate Supervision of Members
 - POL-110 – Completing National Service Criminal History Checks on Members
 - POL-111 – Completing National Service Criminal History Checks on Supervisors
 - POL-120 – Managing Member Hours
 - POL-121 – Ensuring Service Activities are Allowable
 - POL-122 – Managing Alternative Service

POL-123 – Managing Member Leave

POL-124 – Participation in SERVES Institute or WRC Institute

POL-130 – Managing Member Conduct

POL-131 – Managing Member Appearance and Use of Service Gear

POL-132 – Managing Member Grievance

POL-150 – Managing Member Transfers

POL-160 – Managing Member Deployment for Disaster Response

4. Establish and impart safety guidelines and rules that ensure the well-being of the AmeriCorps member(s) and participants.
5. Ensure organization has current Drug-Free Work Place and Non-Discrimination Policies and these are shared and made available to member(s).
6. Sponsoring organization is only permitted to subcontract member placement if identified in the RFA. In rare cases, additional subcontracting may be allowed, with prior written approval from WSC.
 - If sponsoring organization places members in sub-site service locations outside of its own agency, it must have a signed written agreement with all member sub-placement service sites.
 - Agreements for sub-site placements must reflect the components of the sponsoring organization's MOU with WSC to include Exhibits A, B and C.
 - Agreements for sub-site placements must reference the dollar amount (if applicable) that the sponsoring organization charges the sub-site for its member placement fee.
 - Copies of the signed written agreements must be provided to WSC prior to July 1, 2017.
7. Ensure that AmeriCorps member(s) provides direct service in accordance with the position description.
 - Ensure any changes to duties are updated on the member position description form and immediately sent to WSC.
 - Administrative and/or janitorial duties that are directly related to and are necessary to reach the member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.
8. Ensure that service activities do not displace or supplant employees. Service activities and project must expand or enhance the organization's impact, not simply sustain a service or work of the organization.
9. If the member's duties have customarily and historically been performed by employees of the sponsoring organization and/or service site who are represented by a labor union, then provide WSC with written concurrence with the local labor organization of the AmeriCorps placement.
10. Ensure accuracy of member's service.
 - Monitor AmeriCorps member(s) service hours to ensure that the member is serving an average of at least 40 hours a week for the full term of service, and is on track to complete the required minimum service hours indicated in the Member Service Agreement.
 - Members must get adequate breaks according to the Member Service Agreement. This includes a lunch break of at least 30 minutes.

- Monitor timesheets for accuracy and to ensure members do not exceed the percentage of time allowed in training (20%) and fundraising (10%).
 - No hours can be granted for service out of state (disaster deployment may be only consideration).
 - Member training out-of-state can only occur with prior WSC approval.
 - Generally, no hours can be granted for out-of-country trainings. In rare cases, this may be allowed with prior written approval of WSC.
 - No hours can be performed prior to the first day of the term of service.
 - No hours can be performed after the last day of the term of service.
11. Ensure that members do not participate in any activities which are not allowable under CNCS regulations and guidance.
 12. Communicate to members that they must be available to serve the hours needed by the project including any weekend and evening service activities.
 13. Primary Site Supervisor will approve all member electronic timesheets through the WSC vendor no later than 5 business days after the end of each semi-monthly payroll period.
 14. Ensure AmeriCorps member(s) wear AmeriCorps gear **daily** while serving.
 15. Ensure service site has the WSC and AmeriCorps*State logos visibly posted as follows:
 - In a prominent location visible to staff and customers where member serves: sign with WSC logo, AmeriCorps logo, and "AmeriCorps Member Serves Here".
 - At the entrances to the building where member serves: sign with WSC logo, AmeriCorps logo, and (optional) service site name.
 16. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a WSC AmeriCorps member is serving in, the sponsoring organization and any member service placement site will identify the roles of both the Washington Service Corps and AmeriCorps in the project. For example: "(organization name) as part of the Washington Service Corps, the AmeriCorps members....."
 17. If the WRC AmeriCorps member is reimbursed for use of a personal vehicle in the performance of their service duties, require and retain member's proof of valid driver's license and current proof of vehicle insurance.
 18. Participate in the following types of monitoring/audits from federal or state WSC program partners:
 - Desk review of program documents by WSC Program Coordinator or an authorized representative.
 - On-site monitoring/audit process by WSC Program Coordinator or an authorized representative. This includes allowing access to member or program files, documents and materials; as well as access to members and staff for interviews.
 - Scheduled programmatic visits as requested by WSC state program/funding partners (such as Serve Washington, CNCS, or Washington State Employment Security Department).
 19. Host scheduled programmatic visits as requested by WSC Program Coordinator or authorized partner/stakeholder related to the program.
 20. In the event of any change to the information regarding the Sponsoring Organization, notify the WSC Program Coordinator within ten (10) working days.
 21. Ensure that AmeriCorps member eligibility verification is met.

22. Ensure that AmeriCorps members do not accept or solicit monetary or other service site compensation from your organization above or in addition to their WSC stipend or living allowance while serving as a member of the WSC.
23. Service from home (sometimes referred to as "teleservice") is generally not permitted. Occasional teleservice hours for training and preparation may be allowed if pre-approved and documented according to WSC policy.

Section III - Prohibited AmeriCorps Member Activities

There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of sponsoring organization staff. Furthermore, members and staff may not engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation's formal regulation (45 C.F.R. 2520.65) and the grant provisions. The list of prohibited activities includes:

CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;

10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit.

WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match/member placement fee requirements, or to pay the program's general operating expenses. Additionally members cannot write or support preparation of a grant from CNCS or any other federal agency ; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any member.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logos must not be worn while doing so.

Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps member(s) from the service site.

Section IV - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct recruitment, interviews, and selection of members according to guidance in the WSC Supervisor's Manual.
2. Comply with WSC criminal history check requirements as identified in guidance including, but not limited to, WSC Supervisor's Guide to National Service Criminal History Checks, and WSC policies POL-110 & POL-111. Prior to submitting enrollment paperwork to WSC, AmeriCorps members must pass National Service Criminal History Checks and cannot be listed on the National Sex Offender Registry. Comply with other criminal history check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit completed AmeriCorps member enrollment packet, to include all completed items on the checklist, to WSC by the required date.

Section V - Supervision of AmeriCorps Member(s)

1. Identify staff persons from the organization to provide supervision of the members.
 - *Individual Placement* – Identify a Primary Site Supervisor and Backup Site Supervisor. The Primary Site Supervisor will approve member timesheets and should also be the key contact for WSC.
 - *Medium and Large Teams* – Identify a Project Supervisor for the entire project and a Backup Site Supervisor for each member. The Project Supervisor must be allocated full-time to this position to provide adequate supervision of the members as well as operation of the WSC AmeriCorps project. The Project supervisor will approve member

timesheets and should also be the key contact for WSC. Failure to provide the equivalent of a full-time Project Supervisor to ensure all project compliance and communications are achieved could result in an increase in the discounted team placement fee.

- *Small Teams* – Identify a Project Supervisor for the entire project and a Backup Site Supervisor for each member. The Project Supervisor's time must be allocated for adequate supervision of the members as well as operation of the WSC AmeriCorps project. The Project supervisor will approve member timesheets and should also be the key contact for WSC.
 - *Special Programs* - Identify a Primary Site Supervisor and Backup Site Supervisor. The Primary Site Supervisor will approve member timesheets and should also be the key contact for WSC. In some cases, Special Programs may use the Teams model of having a project supervisor. Please consult your WSC Program Coordinator to determine which supervisor model works for your project.
2. Complete the National Service Criminal History Checks for Primary Site Supervisors and Backup Site Supervisors, according to WSC policy # POL-111. **Submit the following to WSC no later than July 1, 2017:**
 - Returning Supervisor Certification forms for any currently cleared supervisors who may be returning as a supervisor for this program year;
 - Results of all required checks, signed original authorization form, & copy of government-issued photo ID for all new supervisors.
 3. Comply with other criminal history check requirements that may be developed and required throughout the program year and provide original documents to the WSC to maintain.
 4. In the event of a change in supervisor:
 - Ensure the new supervisor's National Service Criminal History Checks have been completed and cleared by WSC **PRIOR** to working as a supervisor.
 - Submit a signed Change of Supervisor form to WSC prior to the change.
 5. Orient any new supervisors to their AmeriCorps duties and ensure they review this MOU, the WSC Member Service Agreement, and the policies & guidance materials on the WSC website. Ensure that all new supervisors watch the recorded new supervisor orientation and provide certification to WSC that it has been completed.
 6. Update WSC AmeriCorps member position descriptions as necessary and submit signed originals to the WSC for approval. Changes in WSC AmeriCorps member's service site, schedule, or duties require an amended position description. If the WSC becomes aware of any change without prior approval, it may result in the removal of the member from the sponsoring organization.
 7. Ensure AmeriCorps member's Primary Site Supervisor attends one of the in-person WSC Supervisor Training and that they participate in webinars and other trainings as offered by WSC throughout the program year. Advance information will be provided. Ensure that all backup site supervisors watch the recorded new supervisor orientation and provide certification to WSC that it has been completed.
 8. Orient AmeriCorps member(s) to AmeriCorps; WSC; the sponsoring organization; the service site; the community demographics and client base; and the service they will provide. Ensure members are made aware of and understand the prohibited activities; as well as WSC policies and sponsor organization and service site policies and procedures.
 9. Ensure member(s) are aware of safety measures and procedures of the service site and sponsoring organization.

10. Provide member access to project documents, to include but not limited to Member Service Agreement, Request for Application, Memorandum of Understanding and Exhibits, Performance Plan, etc.
11. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks, and include your organizational chart.
12. Introduce AmeriCorps member(s) to other organization staff and include member(s) in appropriate organization functions. Orient the service site staff to the member and the duties, as well as the differences between an AmeriCorps member and staff.
13. Provide appropriate tools and equipment for the member(s) to perform service and to communicate with WSC.
14. Recognize and support distinct roles and responsibilities of the member(s) as outlined in the member's position description. If the service site has closures (e.g. school breaks) throughout the year, incorporate plans for alternate service activities during these closures.
15. Provide oversight on the AmeriCorps member's progress and skill development, including member's participation in required site and WSC training.
16. Ensure AmeriCorps member(s) participate in days of national service which occur during the term of service including, but not limited to, Martin Luther King Jr. Day of Service, AmeriCorps Week, National Preparedness Day, and other days that may be designated by WSC as national days of service or special initiatives.
17. Communicate within 1 business day with WSC Program Coordinator regarding AmeriCorps member(s) performance issues or other program concerns.
18. Document AmeriCorps member performance/personnel issues in writing, including actions taken toward resolution.
 - Forward documentation to WSC within 1 business day to ensure proper documentation for member file.
 - Obtain WSC approval prior to taking action to remove or transfer a WSC AmeriCorps member.
19. Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement and WSC policy POL-130.
 - Work with the WSC Program Coordinator if there are any service site policy conflicts or different approaches. These are to be coordinated for clear and consistent messages to members should disciplinary issues emerge.
 - Please also refer to Section XI: Order of Precedence as contained within this MOU.
20. If the sponsoring organization fails to follow required WSC member progressive discipline (as noted in the Member Service Agreement & WSC Policy # POL-130) and subsequently terminates the member from service, and the member's grievance hearing grants the former member a pro-rated education award, then the sponsoring organization will repay to WSC that pro-rated education award amount.
21. Use retention strategies to ensure member(s) successfully completes his/her full term of service.
22. If a sponsoring organization, one of its sub-grantees, or member service sites hires a WSC member as an employee before the completion of that member's agreed-upon term of service, the WSC may elect not to place another member with that organization or the sponsoring organization in the future.

23. If a member indicates the intent to leave his or her service early, the sponsoring organization will:
 - Troubleshoot reasons for exit with member and WSC coordinator in efforts to retain member.
 - If member still decides to terminate service early, then work with the member to complete all WSC-required exit documentation, per the checklist on WSC website, prior to the member leaving service.
24. Members cannot begin service prior to WSC approved start date per MSA. The enrollment documents must be complete, accurate, and approved in advance by WSC.
25. Members may not serve in other positions or be under a work, pay or reimbursement agreement or contract for performing work within the sponsoring organization or service site while under current WSC member service agreement

Section VI - Performance Measures and Reporting

1. Collaborate with WSC and the AmeriCorps member(s) to develop a well-defined project that has clear goals and objectives in accordance with the AmeriCorps member's position description and the Request for Application.
 - Once project plan is approved, any adjustments or revisions need prior written approval of WSC Program Coordinator.
2. Ensure performance objectives are quantifiable and demonstrate the impact of the AmeriCorps member's service in one of the focus areas, as defined in application and negotiated in writing with WSC.
3. Implement data tracking tools, as agreed-upon by WSC Program Coordinator, to use for collecting data on the performance objectives negotiated following award notification.
4. Complete Performance Plan and Data Collection Strategy documents, with tools, assessments and surveys included, following award notification and negotiation and submit by required deadline. WSC will confirm approval and acceptance of the plan.
5. Ensure that the Performance Measure plan, Data Collection Strategy document and the AmeriCorps member's position description are in alignment to meet the agreed upon targets and support the interventions and data collection process.
6. Comply with other records retention requirements that may be developed and required throughout the program year.
7. Submit quarterly progress reports, or as requested by WSC, on outputs and outcomes for each performance target as defined in the Performance Measure Plan and Strategy documents and the AmeriCorps member's position description.
 - Upload project site aggregate participant rollup report into the WSC-designated reporting system.
 - Ensure all performance documentation is maintained at the sponsoring organization or project site for a period of six years after the end of the program year and is available for review upon request by WSC, Serve Washington, and/or the Corporation for National and Community Service.
8. Support the AmeriCorps member(s) in reaching the performance goals for volunteer recruitment and training.
 - Track and report on goals for episodic and ongoing volunteers, hours to be served by volunteers, number of veteran and military family volunteers, and effective volunteer management strategies.

- These volunteer records must be retained for six years after the end of the program year.
9. Submit original, signed performance evaluations of the AmeriCorps member twice during the service term (by due dates provided by WSC) using forms provided on the [Washington Service Corps website](#).
 10. Notify WSC of impending scheduled events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
 11. Notify WSC of impending visits by stakeholders such as representatives of the Legislature or Congress.
 12. Ensure that members submit at least one "Story of Service" per quarter. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
 13. Submit copies of written or electronic articles that highlight AmeriCorps member(s) and/or AmeriCorps projects.
 14. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.
 15. If data sources are external to the sponsoring organization, then ensure that appropriate/required data sharing agreements are in place with those data sources.
 16. Support WSC/WRC program evaluation working with external program evaluator sources as required.

Section VII - Career Development/Training

1. Provide adequate training to ensure member(s) is prepared for the roles and responsibilities of the project.
2. Provide AmeriCorps member(s) a minimum of two site-specific trainings related to the service position.
 - No more than 20% of members' total service hours may be spent in training.
 - Training received by member(s) during orientation do not count toward the site-specific training.
3. Submit all requests for approval of out-of-state training for the member to the WSC Program Coordinator at least two weeks in advance of the training.
4. Support AmeriCorps member(s) in attending WSC training and career development opportunities.
 - Release AmeriCorps member(s) to attend mandatory training events, service projects, and other WSC events including WSC sponsored regional trainings.
 - Ensure members meet all core training requirements.
5. Ensure members report completed training as requested by WSC into the WSC-designated tracking system.
6. Release AmeriCorps member(s) from regular service to respond to disasters in accordance with WSC Policy POL-160. Out-of-state deployments must meet specific CNCS criteria, and require prior written approval of WSC.

Section VIII - Sustainability

1. The AmeriCorps project must support the long-term goals of the organization and the organization must be committed to the project.
2. The project must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's service to its clients or participants through the project where the AmeriCorps member(s) will be placed, not to maintain existing programs or replace (supplant) staff.

Section IX – Use and Disclosure of Information

The sponsoring organization shall use any private and confidential information provided under this MOU solely for the purpose for which the information was disclosed. The sponsoring organization shall not misuse any private and confidential information under this MOU. The sponsoring organization shall not disclose any private or confidential information unless the disclosure is required by law. The misuse or unauthorized release of private and confidential information shall subject sponsoring organization, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

Section X – Other Responsibilities

Responsibilities of Washington Service Corps

1. Provide program orientation for all AmeriCorps members and supervisors.
2. Provide on-going technical support to AmeriCorps members and supervisors by telephone and/or e-mail, webinars, other technology assisted approaches as available and accessible and on-site visits as arranged.
3. Communicate expectations and procedures about AmeriCorps member service and performance.
4. Conduct desk reviews and on-site monitoring reviews and issue reports that list findings, concerns and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
5. Ensure oversight of electronic timesheets for each AmeriCorps member(s) and maintain the official permanent member file.
6. Process AmeriCorps member stipend for payment on the 5th and the 20th of each month.
7. Provide State Industrial Insurance coverage for the AmeriCorps member(s).
8. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
9. Provide sponsoring organizations with WSC and AmeriCorps logo posters to post in a prominent location.
10. Provide AmeriCorps member(s) with basic AmeriCorps gear.
11. Provide AmeriCorps member(s) training and development opportunities through a series of regional training events.

Responsibilities of AmeriCorps Member

Comply with the AmeriCorps Member Service Agreement.

Section XI – Special Terms and Conditions

The federal funding source, Corporation for National and Community Service, designates that all those accepting member positions as a sub-grantee will understand fully and comply with and include in all awards and contracting or agreement process the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- Exhibit A (Attached) 2017 Terms and Conditions for AmeriCorps State and National Grants
- Exhibit B (Attached) 2017 AmeriCorps General Terms and Conditions
- Exhibit C (Attached) Assurances and Certifications

Order of Precedence

In the event of an inconsistency in this MOU, unless otherwise provided herein the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations;
 - B. Those Terms and Conditions as contained in this basic contract instrument;
 - C. Exhibit A, Terms and Conditions for AmeriCorps State and National Grants;
 - D. Exhibit B, AmeriCorps General Terms and Conditions;
 - E. Exhibit C, Assurances and Certifications;
 - F. Exhibit D, Sponsoring Organization's Policies and Procedures.
1. Failure to comply with the Responsibilities of the Sponsoring Organization sections within this MOU may result in termination of this MOU and removal of the AmeriCorps member(s) from the site.
 2. The WSC retains the authority to review and approve or disapprove all subcontracts. For any proposed subcontractor the sponsoring organization shall:
 - a. Be responsible for subcontractor compliance with this MOU and attachments thereto.
 - b. Ensure that the subcontractor follows the WSC reporting formats and procedures as specified by the WSC.

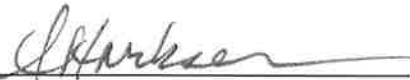
This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between the Sponsoring Organization and the Washington Service Corps AmeriCorps program. By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Memorandum of Understanding and all terms and conditions of the Exhibits and Attachments.

Sponsoring Organization Authorized Signer:

(Individual who has the recognized authority to commit the organization to a binding contract)

Name: _____ Title: _____

Signature: _____ Date: _____

Approved as to Form: 
Deputy City Attorney

Employment Security Department (WSC):

Name: _____ Title: _____

Signature: _____ Date: _____

**2017 Terms and Conditions for AMERICORPS STATE and
NATIONAL GRANTS**

Effective May 1, 2017

These Corporation for National & Community Service (CNCS) Grant Program Specific Terms and Conditions and the General Terms and Conditions, are binding on the recipient.

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I. CHANGES FROM THE 2016 AMERICORPS GRANT PROVISIONS

For your convenience, we have identified changes from last year's AmeriCorps State and National grant terms and conditions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all award terms and conditions, because recipients are responsible for knowing, understanding, and complying with all award terms and conditions.

1. Section VIII.F. – Changed the title of the section and included language regarding temporarily suspended members with regards to the childcare benefit program.
2. Section X.C.I. - Updated the language regarding pre-approval of costs.
3. Revised Section XV. – Updated the link for the e-Course and included Litmos access information.
4. Section XVII – Added the section on Breaches of PII

II. DEFINITIONS

- A. **Recipient**, for the purposes of this agreement, means the direct recipient of this award. The recipient is legally accountable to CNCS for the use of award funds, or member positions, and is bound by the provisions of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the CNCS General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the NCSA.
- B. **Planning Grant**, for the purposes of this agreement, is an award or subaward for the planning of a national service program. State Service Commissions may also award planning grants as part of their Formula Cost Reimbursement prime award. Planning grants do not include member positions. Planning grants are awarded for a maximum of one year, and may not exceed \$75,000 per program.
- C. **Subrecipient** refers to an organization receiving AmeriCorps award funds or member positions from a recipient of CNCS funds. See 2 CFR § 200.93.
- D. **Operating site** means the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites. National recipients must identify at least one operating site to which they can assign service locations in the state where they are placing members.
- E. **Program** refers to the activities supported under the award.

- F. **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- G. **Member or participant** means an individual:
1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
 2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
 4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091 (See Section IX. B.).
- H. **NCSA** means the National and Community Service Act of 1990, as amended. See 45 U.S.C. §§ 12501-12657.

III. **AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM**

- A. **Identification as an AmeriCorps Program or Member.** The recipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
- B. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites shall clearly state that they are an AmeriCorps recipient and shall prominently display the AmeriCorps logo. Recipients and subrecipients shall use the AmeriCorps name and logo on service gear

and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the recipient shall describe their program as “an AmeriCorps program.” Recipients shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Recipients are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan “AmeriCorps Serving Here.” AmeriCorps members should state that they are AmeriCorps members during public speaking opportunities.

The recipient may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The recipient may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or CNCS General Terms and Conditions, and these specific award terms and conditions.

IV. MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment and selection requirements are in CNCS’s regulations at 45 CFR §§ 2522.210 and Part 2540, subpart B. In addition, the recipient must ensure that the following procedures are followed:

- A. **Notice to CNCS’s National Service Trust.** The recipient must notify CNCS’s National Service Trust, via the MyAmeriCorps Portal, within 30 days of a member’s start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the MyAmeriCorps Member Portal. All competitive recipients and subrecipients that wish to utilize staff Portal enrollments and exits without members completing enrollment and exit forms must send a request to their CNCS Program Officer. (Subrecipient requests should be submitted by state commissions.) Requests will be approved in cases where the recipient or subrecipient is able to demonstrate that technological limitations make it impossible or extremely burdensome for members to complete their own enrollment and exit forms in the Portal. Technological limitations would include lack of internet access, computer, and/or cell phone, or a member population with low computer literacy skills that

cannot be addressed through training or technical assistance. For formula programs, state commissions may choose to review requests from their subrecipients, consistent with the conditions outlined above, or they may choose not to allow any subrecipients to use paper forms. Approved waivers are valid for one-year only. Recipients are required to reapply for a waiver each year as necessary.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

- B. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- C. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: <http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>.
- D. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.
- E. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a

term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.

- F. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.
- G. **Penalties for false information:** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

V. SUPERVISION AND SUPPORT

- A. **Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
- B. **Member Service Agreements.** The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:
 - 1. Member position description;
 - 2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;

3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the recipient or sub recipient;
5. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph C, below);
6. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-duplication and Nondisplacement;
7. The text of 45 CFR §§ 2520.40-.45, which relates to fundraising by members;
8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
10. Suspension and termination rules;
11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

C. **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities

- primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
 9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services; and
 11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The recipient must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.
- E. **Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
 1. Whether the member has completed the required number of hours;

2. Whether the member has satisfactorily completed assignments; and
3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

F. **Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS. If a State Commission Formula funded Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.

G. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated CNCS Program Officer.

VI. CHANGES IN MEMBER POSITIONS

A. **Changes that Require CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the State Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:

1. A change in the number of member service year (MSY) positions in the award; and/or
2. A change in the funding level of the award.

B. **Changing Types of Unfilled member positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:

1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and

2. The change does not result in an increase in the value of the education award; and,
3. If the award is a Full-cost Fixed Amount or Professional Corps Fixed Amount award, the member position will be filled by a member serving in a full-time capacity.

Changes in types of member positions may be made by the recipient directly in the My AmeriCorps Portal.

C. **Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program. With the exception of Education Award only awards, recipients with Fixed Amount awards may not convert members to less-than-full-time member positions. All changes to types of member positions are subject to availability of funds in the Trust.

1. **Full-time.** State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS-provided or funded health care or childcare costs are not available for less than full-time members. Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.
2. **Less than Full-time.** CNCS discourages changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
3. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award.* Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
 - b. The number of refills reaches five percent of awarded member positions.
4. Direct recipients may transfer refill member positions between operating sites as long as they can ensure and document that the same member position is not refilled more than once. Recipients and subrecipients will require the assistance of a CNCS Program Officer in order to transfer refill member positions between operating sites. Refilled member positions may not be combined with unfilled member positions.

D. Formula and State Competitive Award Member Position Transfers. State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.

E. Notice to Childcare and Healthcare Providers. Recipients and subrecipients must immediately notify CNCS's designated agents, in writing, when a Member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

VII. RELEASE FROM PARTICIPATION

Recipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the recipient, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with award requirements and may result in disallowed costs and other remedies for non-compliance. The recipient should retain the documentation supporting its determination to release an individual for compelling personal circumstances. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause: A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances.

Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who otherwise performed well—would, not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

VIII. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES

Requirements related to member living allowances and benefits are in 45 CFR §§ 2522.240 and 2522.250. In addition, recipients must ensure that the following procedures are followed:

- A. **Living Allowance Distribution.** A living allowance is not a wage. Recipients must not pay a living allowance on an hourly basis. Recipients should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the recipient may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the recipient must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) and Partnership Challenge awards may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance to their members.

- B. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the

living allowance was waived.

C. Taxes and Insurance.

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

- D. Healthcare Coverage.** Except for EAPs, Professional Corps, Partnership Challenge awards, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or

more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited-duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period, is available at

<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit healthcare.gov for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/>.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

- E. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. CNCS will not cover childcare costs for members who served on a less than full-time basis for a sustained period

of time, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs, (<http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>) for more detailed information on administering childcare and healthcare benefits.

- F. **Notice to Childcare Benefit Administrator and Providers.** The program must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

IX. MEMBER RECORDS AND CONFIDENTIALITY

- A. **Recordkeeping.** The recipient must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and
4. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and
3. Storage of the records in a usable, readable format.

- B. **Verification of Eligibility.** Unless an individual's social security number and citizenship was verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the recipient has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

- C. **Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.
- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. *See also* the final rule and the CNCS website for more information. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of all or part

of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

X. BUDGET AND PROGRAMMATIC CHANGES

A. Programmatic Changes. The recipient must first obtain the prior written approval of the AmeriCorps Program Office before making any of the following changes (1-3):

1. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
2. Substantial changes in the level of member supervision;
3. Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

Upon notification to the AmeriCorps Program Office, recipients may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CNCS. As soon as practicable, recipients making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with the AmeriCorps Program Office. While written approval from CNCS is not required before making disaster-related programmatic changes, CNCS reserves the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

B. Program Changes for Formula Programs. State Commissions are responsible for approving the above changes for state formula programs.

C. Budgetary Changes. The recipient must obtain the prior written approval of CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.

3. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

- D. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The Grants Officers will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Grants Office has been received. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the Program Office.
- E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

XI. REPORTING REQUIREMENTS

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report and for setting submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

- A. **Recipient Progress Reports.** The recipient shall complete and submit progress reports in eGrants to report on progress toward achievement of its approved performance targets.

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	Start of award year through end of award year or September 30, whichever is sooner

- B. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants (Financial Status Reports on menu tree) to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	April 1 – September 30

A recipient must set submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

Cost reimbursement Professional Corps recipients submit one financial report per year.

All recipients, including Fixed Amount recipients, must submit the Federal Financial Report (FFR) - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

C. **Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as match. This information shall be reported annually on the financial report due October 31st or at the time the final financial report is submitted if the final report is due prior to October 31st. Fixed Amount recipients are not required to report this information.

D. **Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the recipient, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for progress reports may only be granted by the AmeriCorps Program Office.

E. **Final Financial Reports.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. This final report is due no later than 90 days after the end of the project period.

F. **Final Progress Reports.** A recipient must submit, in addition to the last semi-annual project report, a final project report. This final report is due no later than 90 days after the end of the project period.

G. **Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to CNCS, including the final financial report.

XII. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of the award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, CNCS generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. CNCS reserves the right to adjust the amount of an award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

XIII. PROGRAM INCOME

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non-CNCS share.
- B. **Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
- C. **Fees for Service.** When using assistance under this award, the recipient may not enter into a contract for or accept fees for service performed by members when:
 - 1. The service benefits a for-profit entity,
 - 2. The service falls within the other prohibited activities set forth in these award provisions, or
 - 3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards and Partnership Challenge Awards.** The recipient must notify its Grants Officer if it earns program income in excess of the amounts needed to cover all expenditures under the award. The Grants Officer will determine the disposition of the excess program income.

XIV. SAFETY

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients and subrecipients **must** complete CNCS NSCHC training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at:

<https://cncsonlinecourses.litmos.com/course/325500?r=False&ts=636235363960102820>. To request Litmos account access, email servicesresources@cns.gov.

Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

XVI. FIXED AMOUNT AWARDS

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, Full-Cost Fixed Amount awards, and Partnership Challenge awards.

For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying CNCS's National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by CNCS. At closeout, CNCS will calculate the final amount of the award based on Trust documentation. CNCS will recover any amounts drawn down by the recipient in excess of the final award amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a

full term of service or if the member leaves before completing service, a pro-rated amount based on hours served.

Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Bi-annually, in some cases quarterly, and at closeout, CNCS will calculate the final amount of the award for the year or entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

Partnership Challenge programs are awarded only member positions, but not federal funds. Therefore, Partnership Challenge programs will not draw any funds from the HHS Payment Management System.

XVII. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your CNCS grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to CNCS. Grantees experiencing a breach should immediately notify CNCS' Office of Information Technology, your CNCS Program Officer, and CNCS' Office of Inspector General.

**2017 GENERAL GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**

Effective December 1, 2016

These Corporation for National & Community Service (CNCS) General Grant and Cooperative Agreement Terms and Conditions (General Terms and Conditions) are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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I. CHANGES FROM THE 2016 GENERAL TERMS AND CONDITIONS

Section III. L. – Updated CNCS’ address

Section III. M. – Section added

II. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and CNCS’s implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and CNCS’s implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and CNCS’s implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these CNCS’s General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient’s approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of

Grant Award and Signature Page; (d) CNCS Program Specific Terms and Conditions, (e) CNCS General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of CNCS. The recipient is accountable to CNCS for its operation of the program and the use of CNCS award funds. The recipient must expend award funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of CNCS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
2. **Subawards.** If authorized by law and permitted by CNCS, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2 CFR Part 200 Subpart F.

3. **Notice to CNCS.** The recipient will notify the appropriate CNCS Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the CNCS Program or Grants Officer about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost

items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally-financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).

3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi-annually through CNCS's eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, CNCS will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). CNCS expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*
4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring CNCS's advance approval. CNCS does not waive any of the prior written approvals required under that section. In addition to the required prior approval for changes in key personnel identified in the budget, the recipient must also notify CNCS of any changes in the senior leadership of the recipient and any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award.

D. BANKRUPTCY

The recipient must notify CNCS if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a

voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in CNCS's Program Specific Terms and Conditions and in other guidance.

F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. *See* 45 CFR §§ 2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless CNCS has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. Either:
 - A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
 - A fingerprint-based FBI criminal history check.

Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:

1. A nationwide name-based check of the NSOPW; and
2. Both:
 - A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and
 - A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions, including disallowance of costs.

In addition, you must ensure that appropriate recipient staff receives annual training on NSCHC compliance, as specified by CNCS.

G. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS recipients, as well as legally required audits and reviews. The legally required audits include evaluating CNCS's compliance with the Improper Payments Elimination and Recovery Act (IPERA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from CNCS management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with CNCS requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

H. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG ***and*** their Program Officer ***without delay*** when they ***first suspect***:

1. Any criminal activity or violations of law has occurred, such as:
 - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including CNCS personnel, grantees, or contractors—even if no federal funds or property was involved;
 - Submission of a false claim or a false statement by any person in connection with any CNCS program, activity, grant or operations;
 - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
 - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
 - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - Mismanagement, abuse of authority, or other misconduct by CNCS personnel.
2. Fraud, waste, or abuse.

- Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
- Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
- Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at hotline@cncsoig.gov or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

I. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, 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 award.
3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/whistleblower-protection>.

J. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

K. AWARD MONITORING

1. **Site visits.** CNCS may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** CNCS may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.
3. **Responding to information requests.** CNCS may from time to time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. *Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.*

L. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or
Office of Civil Right and Inclusiveness
Corporation for National and Community Service
250 E Street, SW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to CNCS timely, complete, and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.333-200.337 and §200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

M. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving CNCS funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

N. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program CNCS logo shall be included on such documents. The recipient is responsible for assuring that the following

acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or [the relevant CNCS Program].”

O. SUSPENSION OR TERMINATION OF AWARD

CNCS may suspend or terminate this award in accordance with 2 CFR §§ 200.338 and 200.339 and applicable CNCS regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.338 and 200.339, provided that such action complies with 2 CFR § 200.341.

P. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award..
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Is determined you have violated a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (A.) Associated with performance under this award; or
 - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or

- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is –
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (b.) A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Q. SYSTEM OF AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
 - a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(CNCS's eGrants system requires a DUNS number.)*
 - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
3. Definitions. For purposes of this award term:
 - a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
 - b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (CNCS's eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

R. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.

- a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
- b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsr.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:

- i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. In the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions. For purposes of this award term:
 - a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. Executive means officers, managing partners, or any other employees in management positions.
- c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

S. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your CNCS Program Officer, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The CNCS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award 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 an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

T. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

IV. ATTACHMENT

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

6/17/2015

Date


Wendy Spencer, Chief Executive Officer

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the Corporation for National and Community Service (CNCS), the CNCS Inspector General, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will initiate and complete the activities described in the application within the applicable time frame after receipt of CNCS's approval.
- Will comply with all federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), which prohibits federal grantees from discriminating on the basis of race, color, or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in an educational program or activity that receives or benefits from federal financial assistance;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits federal grantees from discriminating on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance;
 5. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of dwellings provided in whole or in part with the aid of CNCS funding;
 6. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended (NCSA), or the Domestic Volunteer Service Act of 1973, as amended (DVSA); and
 7. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply with section 543 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- If a governmental entity—
 1. Will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 2601 *et seq.*), which govern the treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs, and
 2. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will assist CNCS in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200, Subpart F.
- Will, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CNCS funds, clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- Will not provide any CNCS funding to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing the program under which the application is filed.

For Applicants for awards under Subtitle C of the NCSA ONLY

If you are not applying for an award under Subtitle C of the NCSA (AmeriCorps State and National AmeriCorps Tribal, State Commission Support, etc), you may ignore this section.

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the CNCS will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the NCSA, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the NCSA shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or religion.
- (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-CNCS funds or paid with CNCS funds but employed with the applicant organization prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the NCSA includes a restriction on religious discrimination in employment of staff hired to work on a CNCS-funded project and paid with CNCS grant funds. (42 U.S.C. § 5057(c)). For the circumstances under which this may occur, please see the document “Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants” at: <https://www.justice.gov/archive/fbci/effect-rfra.pdf>.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a state, consult with and coordinate activities with the State Commission for the state in which the program operates;
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the NCSA and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the non-duplication and non-displacement requirements set out in section 177 of the NCSA, and in CNCS’s regulations at 45 CFR § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the NSCA and in CNCS’s regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program that is carried out using assistance provided to the applicant under section 121 of the NCSA and 45 C.F.R. Part 2522, Subpart E; or, with the approval of CNCS, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program’s impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS;
- Will ensure the provision of a living allowance and other benefits to participants as required by CNCS;
- Has not violated a federal criminal statute;

- If a state applicant, will ensure that the state subgrants that will be used to support national service programs are selected in conformance with the requirements of the NCSA;
- If a state applicant, will seek to ensure an equitable allocation within the state of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a state agency, unless CNCS approves otherwise based upon the state applicant not having a sufficient number of acceptable applications to meet the 60% threshold.

CERTIFICATIONS

The certifications set out below are material representations upon which the Corporation for National and Community Service (CNCS) will rely when it determines to award a grant. False certification, or violation of the certification, may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission or any of the offenses listed in 2 CFR § 180.800(a); or
- Has had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by section 184 of the NCSA (42 U.S.C. 12644), sections 5150-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), and CNCS's implementing regulations at 2 CFR Part 2245, Subpart B. Under these authorities, grantees must certify, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 1. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 2. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 3. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing CNCS, as well as any other federal agency on whose award a convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 1. Taking appropriate personnel action against the employee, up to and including termination; or
 2. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification – Lobbying Activities

As required by 31 U.S.C. 1352, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, and all state laws and conflict of interest rules.

Certification – Federal Tax Liability

I certify that, if the applicant is a corporation,

- A. The corporation does not have any unpaid federal tax liability—
 - 1. That has been assessed,
 - 2. For which all judicial and administrative remedies have been exhausted or have lapsed, and
 - 3. That is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or
- B. A federal agency has considered suspension or debarment of the corporation based on the unpaid tax liability and has made a determination that this further action is not necessary to protect the interests of the government.

Certification – Felony Criminal Conviction under Federal Law

I certify that, if the applicant is a corporation,

- A. The corporation has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, or
- B. A federal agency has considered suspension or debarment of the corporation based on that conviction and has made a determination that this further action is not necessary to protect the interests of the government

Certifications – Subgrants and Lower Tiered Nonprocurement Transactions with Excluded or Disqualified Persons (NCSA Subtitle C and Social Innovation Fund applicants only)

Definitions

The terms "debarment," "suspension," "excluded," "disqualified," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180. Subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR Part 180 Subpart B, "What Is a covered transaction?"

Assurance requirement for subgrant and other lower tier nonprocurement agreements

You agree by submitting this proposal that, if we approve your application, in accordance with 2 CFR Part 180 Subpart C, you shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by CNCS.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.



WSC ONLY:
 Contract #: _____
 (As assigned by ESD)

CFDA 94.006

Program Year September 1, 2017 – August 31, 2018

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to establish the expectations of the Washington State Employment Security Department's Washington Service Corps (hereinafter referred to as WSC). These expectations are designed to establish effective coordination between sponsoring organization and WSC to ensure that the objectives of the WSC, Serve Washington, and the Corporation for National and Community Service are met; to ensure grant outcomes for services to beneficiaries are met; and to ensure a positive service experience for the AmeriCorps member(s).

Sponsoring Organization Information:

Sponsoring Organization Legal Name:			
Federal Employer Identification Number (EIN#):			
Project Title(s):			
Sponsoring Organization			
Authorized Signer*:		Title:	
* The Authorized Signer must be an individual who has the recognized authority to commit the organization to a binding contract.			
Mailing Address:			
Street or PO Box	City	State	Zip Code

	Telephone Number:	Email Address:		
	Sponsoring Organization Project Type	Fee per Member	Members Awarded	Total Fee
	DSHS-funded Youth Projects	\$0		
	Continuing Special Programs (SP)	\$7,600		
	Continuing Individual Placement (IP) 1-4 Members	\$7,600		
	Continuing Small Team 5-11 Members	\$6,700		
	Continuing Medium Team 12-19 Members	\$3,700		
	Continuing Large Team 20+ Members	\$3,300		
	New Special Programs (SP)	\$7,900		
	New Individual Placement (IP) 1-4 Members	\$7,900		
	New Small Team 5-11 Members	\$7,000		
	New Medium Team 12-19 Members	\$4,000		
	New Large Team 20+ Members	\$3,600		

Funding Contingency

In the event funding for the WSC is reduced or eliminated, or if federal program requirements change, prior to or after the date of this MOU, the WSC may terminate or modify this MOU with 30 days written notification to the sponsoring organization. Positions noted as "DSHS-Funded" are contingent on receipt of funds for those positions from the Washington State Department of Social & Health Services.

Responsibilities of the Sponsoring Organization

Section I – Financial Responsibility

1. Submit total member placement fee on or before September 30, 2017 for all enrolled members.
 - An invoice with payment instructions will be sent by WSC to sponsoring organizations on or about September 1, 2017.
 - Failure to pay the member placement fee requirement per member may result in removal of the member(s) from site and termination of this contract by WSC.
2. Member placement fee will not be refunded or pro-rated for any member who terminates service early. If a member terminates prior to serving 15% (255 hours) of their full-time 10.5 month, 1,700-hour service term, WSC MAY allow a limited opportunity to refill the position with a six-month placement at no additional charge to the sponsoring organization.
3. Provide liability insurance as certified in Exhibit A, 2017 Terms and Conditions for AmeriCorps State and National Grants.
 - Submit to WSC proof of current valid Commercial General Liability Insurance with minimum of \$1,000,000 per occurrence with the Washington State Employment Security Department endorsed to the policy as an additional insured with limit of no less than \$1,000,000 per accident for bodily injury or property damage.
 - If coverage expires prior to end of member's service term, submit proof of continuous coverage to WSC.
 - If sponsoring organization is a federal or state agency, provide documentation showing that status.
 - If sponsoring organization is a school district, local government, or other agency participating in a "risk pool" or self-insured program, provide documentation of that status and coverage.
4. Provide transportation or mileage reimbursement to WSC AmeriCorps member(s) to conduct service away from their established service site during service hours. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
5. Provide lodging and meals to WSC AmeriCorps member(s) when overnight travel is necessary to perform required service or training away from the service site. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
6. Provide transportation or mileage reimbursement to WSC AmeriCorps member(s) who attend the required member regional training, to be scheduled in program year 2017-18. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.

7. Pay for any costs associated with Washington State WATCH criminal history checks and the state-of-residence check (if required) of members.
8. Reimburse WSC for any FBI check costs beyond the allowed one FBI check per enrolled position, including, but not limited to:
 - Cancellation or rescheduling fees incurred due to no-shows or changes made with less than 24 hours' notice to Fieldprint.
 - Applicants who back out after fingerprinting
 - Applicants who do not follow instructions and must re-do the FBI check
 - Applicants who do not enter their legal name as it appears on their government-issued photo ID when registering with Fieldprint.
9. Pay all costs for required National Service Criminal History Checks of primary site supervisors and backup site supervisors, including:
 - WATCH check through the Washington State Patrol
 - FBI check through WSC-designated source
 - State-of-residence (out-of-state) check, if applicable
10. Member costs that are deemed disallowed due to sponsoring organization error, omission, or failure to follow guidance provided by WSC will be the responsibility of the sponsoring organization.
11. All member expenses to serve at the project site are the responsibility of the sponsoring organization. This includes but is not limited to member reasonable accommodation or ergonomic assessment.

Section II - Risk Management and Compliance

1. Comply with the Grant Program Civil Rights and Non-Harassment Policy (Exhibit B), Assurances and Certifications (Exhibit C), AmeriCorps Member Service Agreement and the RFA Expectations & Agreements.
2. Abide by all applicable state and federal laws and CNCS policy on Equal Opportunity Employment. An environment free of discrimination for all AmeriCorps Members will be provided. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure a mutual respect for all differences among us. Discrimination for race, color, gender, national origin, religion, age, mental or physical disability, sexual orientation, marital or parental status, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated. Treatment of all Members must be based upon merit.
3. Comply with all WSC Policies, Procedures, Supervisor Manual, and other guidance in effect during the term of this MOU, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
 - POL-105 – Providing Adequate Supervision of Members
 - POL-110 – Completing National Service Criminal History Checks on Members
 - POL-111 – Completing National Service Criminal History Checks on Supervisors
 - POL-120 – Managing Member Hours
 - POL-121 – Ensuring Service Activities are Allowable
 - POL-122 – Managing Alternative Service

POL-123 – Managing Member Leave

POL-124 – Participation in SERVES Institute or WRC Institute

POL-130 – Managing Member Conduct

POL-131 – Managing Member Appearance and Use of Service Gear

POL-132 – Managing Member Grievance

POL-150 – Managing Member Transfers

POL-160 – Managing Member Deployment for Disaster Response

4. Establish and impart safety guidelines and rules that ensure the well-being of the AmeriCorps member(s) and participants.
5. Ensure organization has current Drug-Free Work Place and Non-Discrimination Policies and these are shared and made available to member(s).
6. Sponsoring organization is only permitted to subcontract member placement if identified in the RFA. In rare cases, additional subcontracting may be allowed, with prior written approval from WSC.
 - If sponsoring organization places members in sub-site service locations outside of its own agency, it must have a signed written agreement with all member sub-placement service sites.
 - Agreements for sub-site placements must reflect the components of the sponsoring organization's MOU with WSC to include Exhibits A, B and C.
 - Agreements for sub-site placements must reference the dollar amount (if applicable) that the sponsoring organization charges the sub-site for its member placement fee.
 - Copies of the signed written agreements must be provided to WSC prior to July 1, 2017.
7. Ensure that AmeriCorps member(s) provides direct service in accordance with the position description.
 - Ensure any changes to duties are updated on the member position description form and immediately sent to WSC.
 - Administrative and/or janitorial duties that are directly related to and are necessary to reach the member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.
8. Ensure that service activities do not displace or supplant employees. Service activities and project must expand or enhance the organization's impact, not simply sustain a service or work of the organization.
9. If the member's duties have customarily and historically been performed by employees of the sponsoring organization and/or service site who are represented by a labor union, then provide WSC with written concurrence with the local labor organization of the AmeriCorps placement.
10. Ensure accuracy of member's service.
 - Monitor AmeriCorps member(s) service hours to ensure that the member is serving an average of at least 40 hours a week for the full term of service, and is on track to complete the required minimum service hours indicated in the Member Service Agreement.
 - Members must get adequate breaks according to the Member Service Agreement. This includes a lunch break of at least 30 minutes.

- Monitor timesheets for accuracy and to ensure members do not exceed the percentage of time allowed in training (20%) and fundraising (10%).
 - No hours can be granted for service out of state (disaster deployment may be only consideration).
 - Member training out-of-state can only occur with prior WSC approval.
 - Generally, no hours can be granted for out-of-country trainings. In rare cases, this may be allowed with prior written approval of WSC.
 - No hours can be performed prior to the first day of the term of service.
 - No hours can be performed after the last day of the term of service.
11. Ensure that members do not participate in any activities which are not allowable under CNCS regulations and guidance.
 12. Communicate to members that they must be available to serve the hours needed by the project including any weekend and evening service activities.
 13. Primary Site Supervisor will approve all member electronic timesheets through the WSC vendor no later than 5 business days after the end of each semi-monthly payroll period.
 14. Ensure AmeriCorps member(s) wear AmeriCorps gear **daily** while serving.
 15. Ensure service site has the WSC and AmeriCorps*State logos visibly posted as follows:
 - In a prominent location visible to staff and customers where member serves: sign with WSC logo, AmeriCorps logo, and "AmeriCorps Member Serves Here".
 - At the entrances to the building where member serves: sign with WSC logo, AmeriCorps logo, and (optional) service site name.
 16. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a WSC AmeriCorps member is serving in, the sponsoring organization and any member service placement site will identify the roles of both the Washington Service Corps and AmeriCorps in the project. For example: "(organization name) as part of the Washington Service Corps, the AmeriCorps members....."
 17. If the WRC AmeriCorps member is reimbursed for use of a personal vehicle in the performance of their service duties, require and retain member's proof of valid driver's license and current proof of vehicle insurance.
 18. Participate in the following types of monitoring/audits from federal or state WSC program partners:
 - Desk review of program documents by WSC Program Coordinator or an authorized representative.
 - On-site monitoring/audit process by WSC Program Coordinator or an authorized representative. This includes allowing access to member or program files, documents and materials; as well as access to members and staff for interviews.
 - Scheduled programmatic visits as requested by WSC state program/funding partners (such as Serve Washington, CNCS, or Washington State Employment Security Department).
 19. Host scheduled programmatic visits as requested by WSC Program Coordinator or authorized partner/stakeholder related to the program.
 20. In the event of any change to the information regarding the Sponsoring Organization, notify the WSC Program Coordinator within ten (10) working days.
 21. Ensure that AmeriCorps member eligibility verification is met.

22. Ensure that AmeriCorps members do not accept or solicit monetary or other service site compensation from your organization above or in addition to their WSC stipend or living allowance while serving as a member of the WSC.
23. Service from home (sometimes referred to as "teleservice") is generally not permitted. Occasional teleservice hours for training and preparation may be allowed if pre-approved and documented according to WSC policy.

Section III - Prohibited AmeriCorps Member Activities

There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of sponsoring organization staff. Furthermore, members and staff may not engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation's formal regulation (45 C.F.R. 2520.65) and the grant provisions. The list of prohibited activities includes:

CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;

10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit.

WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match/member placement fee requirements, or to pay the program's general operating expenses. Additionally members cannot write or support preparation of a grant from CNCS or any other federal agency ; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any member.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logos must not be worn while doing so.

Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps member(s) from the service site.

Section IV - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct recruitment, interviews, and selection of members according to guidance in the WSC Supervisor's Manual.
2. Comply with WSC criminal history check requirements as identified in guidance including, but not limited to, WSC Supervisor's Guide to National Service Criminal History Checks, and WSC policies POL-110 & POL-111. Prior to submitting enrollment paperwork to WSC, AmeriCorps members must pass National Service Criminal History Checks and cannot be listed on the National Sex Offender Registry. Comply with other criminal history check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit completed AmeriCorps member enrollment packet, to include all completed items on the checklist, to WSC by the required date.

Section V - Supervision of AmeriCorps Member(s)

1. Identify staff persons from the organization to provide supervision of the members.
 - *Individual Placement* – Identify a Primary Site Supervisor and Backup Site Supervisor. The Primary Site Supervisor will approve member timesheets and should also be the key contact for WSC.
 - *Medium and Large Teams* – Identify a Project Supervisor for the entire project and a Backup Site Supervisor for each member. The Project Supervisor must be allocated full-time to this position to provide adequate supervision of the members as well as operation of the WSC AmeriCorps project. The Project supervisor will approve member

timesheets and should also be the key contact for WSC. Failure to provide the equivalent of a full-time Project Supervisor to ensure all project compliance and communications are achieved could result in an increase in the discounted team placement fee.

- *Small Teams* – Identify a Project Supervisor for the entire project and a Backup Site Supervisor for each member. The Project Supervisor's time must be allocated for adequate supervision of the members as well as operation of the WSC AmeriCorps project. The Project supervisor will approve member timesheets and should also be the key contact for WSC.
 - *Special Programs* - Identify a Primary Site Supervisor and Backup Site Supervisor. The Primary Site Supervisor will approve member timesheets and should also be the key contact for WSC. In some cases, Special Programs may use the Teams model of having a project supervisor. Please consult your WSC Program Coordinator to determine which supervisor model works for your project.
2. Complete the National Service Criminal History Checks for Primary Site Supervisors and Backup Site Supervisors, according to WSC policy # POL-111. **Submit the following to WSC no later than July 1, 2017:**
 - Returning Supervisor Certification forms for any currently cleared supervisors who may be returning as a supervisor for this program year;
 - Results of all required checks, signed original authorization form, & copy of government-issued photo ID for all new supervisors.
 3. Comply with other criminal history check requirements that may be developed and required throughout the program year and provide original documents to the WSC to maintain.
 4. In the event of a change in supervisor:
 - Ensure the new supervisor's National Service Criminal History Checks have been completed and cleared by WSC **PRIOR** to working as a supervisor.
 - Submit a signed Change of Supervisor form to WSC prior to the change.
 5. Orient any new supervisors to their AmeriCorps duties and ensure they review this MOU, the WSC Member Service Agreement, and the policies & guidance materials on the WSC website. Ensure that all new supervisors watch the recorded new supervisor orientation and provide certification to WSC that it has been completed.
 6. Update WSC AmeriCorps member position descriptions as necessary and submit signed originals to the WSC for approval. Changes in WSC AmeriCorps member's service site, schedule, or duties require an amended position description. If the WSC becomes aware of any change without prior approval, it may result in the removal of the member from the sponsoring organization.
 7. Ensure AmeriCorps member's Primary Site Supervisor attends one of the in-person WSC Supervisor Training and that they participate in webinars and other trainings as offered by WSC throughout the program year. Advance information will be provided. Ensure that all backup site supervisors watch the recorded new supervisor orientation and provide certification to WSC that it has been completed.
 8. Orient AmeriCorps member(s) to AmeriCorps; WSC; the sponsoring organization; the service site; the community demographics and client base; and the service they will provide. Ensure members are made aware of and understand the prohibited activities; as well as WSC policies and sponsor organization and service site policies and procedures.
 9. Ensure member(s) are aware of safety measures and procedures of the service site and sponsoring organization.

10. Provide member access to project documents, to include but not limited to Member Service Agreement, Request for Application, Memorandum of Understanding and Exhibits, Performance Plan, etc.
11. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks, and include your organizational chart.
12. Introduce AmeriCorps member(s) to other organization staff and include member(s) in appropriate organization functions. Orient the service site staff to the member and the duties, as well as the differences between an AmeriCorps member and staff.
13. Provide appropriate tools and equipment for the member(s) to perform service and to communicate with WSC.
14. Recognize and support distinct roles and responsibilities of the member(s) as outlined in the member's position description. If the service site has closures (e.g. school breaks) throughout the year, incorporate plans for alternate service activities during these closures.
15. Provide oversight on the AmeriCorps member's progress and skill development, including member's participation in required site and WSC training.
16. Ensure AmeriCorps member(s) participate in days of national service which occur during the term of service including, but not limited to, Martin Luther King Jr. Day of Service, AmeriCorps Week, National Preparedness Day, and other days that may be designated by WSC as national days of service or special initiatives.
17. Communicate within 1 business day with WSC Program Coordinator regarding AmeriCorps member(s) performance issues or other program concerns.
18. Document AmeriCorps member performance/personnel issues in writing, including actions taken toward resolution.
 - Forward documentation to WSC within 1 business day to ensure proper documentation for member file.
 - Obtain WSC approval prior to taking action to remove or transfer a WSC AmeriCorps member.
19. Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement and WSC policy POL-130.
 - Work with the WSC Program Coordinator if there are any service site policy conflicts or different approaches. These are to be coordinated for clear and consistent messages to members should disciplinary issues emerge.
 - Please also refer to Section XI: Order of Precedence as contained within this MOU.
20. If the sponsoring organization fails to follow required WSC member progressive discipline (as noted in the Member Service Agreement & WSC Policy # POL-130) and subsequently terminates the member from service, and the member's grievance hearing grants the former member a pro-rated education award, then the sponsoring organization will repay to WSC that pro-rated education award amount.
21. Use retention strategies to ensure member(s) successfully completes his/her full term of service.
22. If a sponsoring organization, one of its sub-grantees, or member service sites hires a WSC member as an employee before the completion of that member's agreed-upon term of service, the WSC may elect not to place another member with that organization or the sponsoring organization in the future.

23. If a member indicates the intent to leave his or her service early, the sponsoring organization will:
 - Troubleshoot reasons for exit with member and WSC coordinator in efforts to retain member.
 - If member still decides to terminate service early, then work with the member to complete all WSC-required exit documentation, per the checklist on WSC website, prior to the member leaving service.
24. Members cannot begin service prior to WSC approved start date per MSA. The enrollment documents must be complete, accurate, and approved in advance by WSC.
25. Members may not serve in other positions or be under a work, pay or reimbursement agreement or contract for performing work within the sponsoring organization or service site while under current WSC member service agreement

Section VI - Performance Measures and Reporting

1. Collaborate with WSC and the AmeriCorps member(s) to develop a well-defined project that has clear goals and objectives in accordance with the AmeriCorps member's position description and the Request for Application.
 - Once project plan is approved, any adjustments or revisions need prior written approval of WSC Program Coordinator.
2. Ensure performance objectives are quantifiable and demonstrate the impact of the AmeriCorps member's service in one of the focus areas, as defined in application and negotiated in writing with WSC,
3. Implement data tracking tools, as agreed-upon by WSC Program Coordinator, to use for collecting data on the performance objectives negotiated following award notification.
4. Complete Performance Plan and Data Collection Strategy documents, with tools, assessments and surveys included, following award notification and negotiation and submit by required deadline. WSC will confirm approval and acceptance of the plan.
5. Ensure that the Performance Measure plan, Data Collection Strategy document and the AmeriCorps member's position description are in alignment to meet the agreed upon targets and support the interventions and data collection process.
6. Comply with other records retention requirements that may be developed and required throughout the program year.
7. Submit quarterly progress reports, or as requested by WSC, on outputs and outcomes for each performance target as defined in the Performance Measure Plan and Strategy documents and the AmeriCorps member's position description.
 - Upload project site aggregate participant rollup report into the WSC-designated reporting system.
 - Ensure all performance documentation is maintained at the sponsoring organization or project site for a period of six years after the end of the program year and is available for review upon request by WSC, Serve Washington, and/or the Corporation for National and Community Service.
8. Support the AmeriCorps member(s) in reaching the performance goals for volunteer recruitment and training.
 - Track and report on goals for episodic and ongoing volunteers, hours to be served by volunteers, number of veteran and military family volunteers, and effective volunteer management strategies.

- These volunteer records must be retained for six years after the end of the program year.
9. Submit original, signed performance evaluations of the AmeriCorps member twice during the service term (by due dates provided by WSC) using forms provided on the Washington Service Corps website.
 10. Notify WSC of impending scheduled events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
 11. Notify WSC of impending visits by stakeholders such as representatives of the Legislature or Congress.
 12. Ensure that members submit at least one "Story of Service" per quarter. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
 13. Submit copies of written or electronic articles that highlight AmeriCorps member(s) and/or AmeriCorps projects.
 14. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.
 15. If data sources are external to the sponsoring organization, then ensure that appropriate/required data sharing agreements are in place with those data sources.
 16. Support WSC/WRC program evaluation working with external program evaluator sources as required.

Section VII - Career Development/Training

1. Provide adequate training to ensure member(s) is prepared for the roles and responsibilities of the project.
2. Provide AmeriCorps member(s) a minimum of two site-specific trainings related to the service position.
 - No more than 20% of members' total service hours may be spent in training.
 - Training received by member(s) during orientation do not count toward the site-specific training.
3. Submit all requests for approval of out-of-state training for the member to the WSC Program Coordinator at least two weeks in advance of the training.
4. Support AmeriCorps member(s) in attending WSC training and career development opportunities.
 - Release AmeriCorps member(s) to attend mandatory training events, service projects, and other WSC events including WSC sponsored regional trainings.
 - Ensure members meet all core training requirements.
5. Ensure members report completed training as requested by WSC into the WSC-designated tracking system.
6. Release AmeriCorps member(s) from regular service to respond to disasters in accordance with WSC Policy POL-160. Out-of-state deployments must meet specific CNCS criteria, and require prior written approval of WSC.

Section VIII - Sustainability

1. The AmeriCorps project must support the long-term goals of the organization and the organization must be committed to the project.
2. The project must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's service to its clients or participants through the project where the AmeriCorps member(s) will be placed, not to maintain existing programs or replace (supplant) staff.

Section IX – Use and Disclosure of Information

The sponsoring organization shall use any private and confidential information provided under this MOU solely for the purpose for which the information was disclosed. The sponsoring organization shall not misuse any private and confidential information under this MOU. The sponsoring organization shall not disclose any private or confidential information unless the disclosure is required by law. The misuse or unauthorized release of private and confidential information shall subject sponsoring organization, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

Section X – Other Responsibilities

Responsibilities of Washington Service Corps

1. Provide program orientation for all AmeriCorps members and supervisors.
2. Provide on-going technical support to AmeriCorps members and supervisors by telephone and/or e-mail, webinars, other technology assisted approaches as available and accessible and on-site visits as arranged.
3. Communicate expectations and procedures about AmeriCorps member service and performance.
4. Conduct desk reviews and on-site monitoring reviews and issue reports that list findings, concerns and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
5. Ensure oversight of electronic timesheets for each AmeriCorps member(s) and maintain the official permanent member file.
6. Process AmeriCorps member stipend for payment on the 5th and the 20th of each month.
7. Provide State Industrial Insurance coverage for the AmeriCorps member(s).
8. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
9. Provide sponsoring organizations with WSC and AmeriCorps logo posters to post in a prominent location.
10. Provide AmeriCorps member(s) with basic AmeriCorps gear.
11. Provide AmeriCorps member(s) training and development opportunities through a series of regional training events.

Responsibilities of AmeriCorps Member

Comply with the AmeriCorps Member Service Agreement.

Section XI – Special Terms and Conditions

The federal funding source, Corporation for National and Community Service, designates that all those accepting member positions as a sub-grantee will understand fully and comply with and include in all awards and contracting or agreement process the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- Exhibit A (Attached) 2017 Terms and Conditions for AmeriCorps State and National Grants
- Exhibit B (Attached) 2017 AmeriCorps General Terms and Conditions
- Exhibit C (Attached) Assurances and Certifications

Order of Precedence

In the event of an inconsistency in this MOU, unless otherwise provided herein the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations;
 - B. Those Terms and Conditions as contained in this basic contract instrument;
 - C. Exhibit A, Terms and Conditions for AmeriCorps State and National Grants;
 - D. Exhibit B, AmeriCorps General Terms and Conditions;
 - E. Exhibit C, Assurances and Certifications;
 - F. Exhibit D, Sponsoring Organization's Policies and Procedures.
1. Failure to comply with the Responsibilities of the Sponsoring Organization sections within this MOU may result in termination of this MOU and removal of the AmeriCorps member(s) from the site.
 2. The WSC retains the authority to review and approve or disapprove all subcontracts. For any proposed subcontractor the sponsoring organization shall:
 - a. Be responsible for subcontractor compliance with this MOU and attachments thereto.
 - b. Ensure that the subcontractor follows the WSC reporting formats and procedures as specified by the WSC.

This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between the Sponsoring Organization and the Washington Service Corps AmeriCorps program. By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Memorandum of Understanding and all terms and conditions of the Exhibits and Attachments.

Sponsoring Organization Authorized Signer:

(Individual who has the recognized authority to commit the organization to a binding contract)

Name: _____ Title: _____

Signature: _____ Date: _____

Approved as to Form: 
Deputy City Attorney

Employment Security Department (WSC):

Name: _____ Title: _____

Signature: _____ Date: _____

**2017 Terms and Conditions for AMERICORPS STATE and
NATIONAL GRANTS**

Effective May 1, 2017

These Corporation for National & Community Service (CNCS) Grant Program Specific Terms and Conditions and the General Terms and Conditions, are binding on the recipient.

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I. CHANGES FROM THE 2016 AMERICORPS GRANT PROVISIONS

For your convenience, we have identified changes from last year's AmeriCorps State and National grant terms and conditions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all award terms and conditions, because recipients are responsible for knowing, understanding, and complying with all award terms and conditions.

1. Section VIII.F. – Changed the title of the section and included language regarding temporarily suspended members with regards to the childcare benefit program.
2. Section X.C.I. - Updated the language regarding pre-approval of costs.
3. Revised Section XV. – Updated the link for the e-Course and included Litmos access information.
4. Section XVII – Added the section on Breaches of PII

II. DEFINITIONS

- A. **Recipient**, for the purposes of this agreement, means the direct recipient of this award. The recipient is legally accountable to CNCS for the use of award funds, or member positions, and is bound by the provisions of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the CNCS General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the NCSA.
- B. **Planning Grant**, for the purposes of this agreement, is an award or subaward for the planning of a national service program. State Service Commissions may also award planning grants as part of their Formula Cost Reimbursement prime award. Planning grants do not include member positions. Planning grants are awarded for a maximum of one year, and may not exceed \$75,000 per program.
- C. **Subrecipient** refers to an organization receiving AmeriCorps award funds or member positions from a recipient of CNCS funds. See 2 CFR § 200.93.
- D. **Operating site** means the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites. National recipients must identify at least one operating site to which they can assign service locations in the state where they are placing members.
- E. **Program** refers to the activities supported under the award.

- F. **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- G. **Member or participant** means an individual:
1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
 2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
 4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091 (See Section IX. B.).
- H. **NCSA** means the National and Community Service Act of 1990, as amended. See 45 U.S.C. §§ 12501-12657.

III. **AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM**

- A. **Identification as an AmeriCorps Program or Member.** The recipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
- B. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites shall clearly state that they are an AmeriCorps recipient and shall prominently display the AmeriCorps logo. Recipients and subrecipients shall use the AmeriCorps name and logo on service gear

and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the recipient shall describe their program as “an AmeriCorps program.” Recipients shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Recipients are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan “AmeriCorps Serving Here.” AmeriCorps members should state that they are AmeriCorps members during public speaking opportunities.

The recipient may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The recipient may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or CNCS General Terms and Conditions, and these specific award terms and conditions.

IV. MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment and selection requirements are in CNCS’s regulations at 45 CFR §§ 2522.210 and Part 2540, subpart B. In addition, the recipient must ensure that the following procedures are followed:

- A. **Notice to CNCS’s National Service Trust.** The recipient must notify CNCS’s National Service Trust, via the MyAmeriCorps Portal, within 30 days of a member’s start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the MyAmeriCorps Member Portal. All competitive recipients and subrecipients that wish to utilize staff Portal enrollments and exits without members completing enrollment and exit forms must send a request to their CNCS Program Officer. (Subrecipient requests should be submitted by state commissions.) Requests will be approved in cases where the recipient or subrecipient is able to demonstrate that technological limitations make it impossible or extremely burdensome for members to complete their own enrollment and exit forms in the Portal. Technological limitations would include lack of internet access, computer, and/or cell phone, or a member population with low computer literacy skills that

cannot be addressed through training or technical assistance. For formula programs, state commissions may choose to review requests from their subrecipients, consistent with the conditions outlined above, or they may choose not to allow any subrecipients to use paper forms. Approved waivers are valid for one-year only. Recipients are required to reapply for a waiver each year as necessary.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

- B. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- C. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: <http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>.
- D. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.
- E. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a

term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.

- F. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.
- G. **Penalties for false information:** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

V. SUPERVISION AND SUPPORT

- A. **Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
- B. **Member Service Agreements.** The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:
 - 1. Member position description;
 - 2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;

3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the recipient or sub recipient;
5. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph C, below);
6. The text of [45 CFR §§ 2540.100\(e\)-\(f\)](#), which relates to Non-duplication and Nondisplacement;
7. The text of [45 CFR §§ 2520.40-.45](#), which relates to fundraising by members;
8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
10. Suspension and termination rules;
11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

C. **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities

- primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
 9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services; and
 11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The recipient must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.
- E. **Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
 1. Whether the member has completed the required number of hours;

2. Whether the member has satisfactorily completed assignments; and
3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

- F. **Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS. If a State Commission Formula funded Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.

- G. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated CNCS Program Officer.

VI. CHANGES IN MEMBER POSITIONS

- A. **Changes that Require CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the State Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:
1. A change in the number of member service year (MSY) positions in the award; and/or
 2. A change in the funding level of the award.
- B. **Changing Types of Unfilled member positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:
1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and

2. The change does not result in an increase in the value of the education award; and,
3. If the award is a Full-cost Fixed Amount or Professional Corps Fixed Amount award, the member position will be filled by a member serving in a full-time capacity.

Changes in types of member positions may be made by the recipient directly in the My AmeriCorps Portal.

C. **Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program. With the exception of Education Award only awards, recipients with Fixed Amount awards may not convert members to less-than-full-time member positions. All changes to types of member positions are subject to availability of funds in the Trust.

1. **Full-time.** State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS-provided or funded health care or childcare costs are not available for less than full-time members. Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.
2. **Less than Full-time.** CNCS discourages changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
3. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award.* Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
 - b. The number of refills reaches five percent of awarded member positions.
4. Direct recipients may transfer refill member positions between operating sites as long as they can ensure and document that the same member position is not refilled more than once. Recipients and subrecipients will require the assistance of a CNCS Program Officer in order to transfer refill member positions between operating sites. Refilled member positions may not be combined with unfilled member positions.

D. Formula and State Competitive Award Member Position Transfers. State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.

E. Notice to Childcare and Healthcare Providers. Recipients and subrecipients must immediately notify CNCS's designated agents, in writing, when a Member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

VII. RELEASE FROM PARTICIPATION

Recipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the recipient, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with award requirements and may result in disallowed costs and other remedies for non-compliance. The recipient should retain the documentation supporting its determination to release an individual for compelling personal circumstances. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause: A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances.

Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who otherwise performed well—would, not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

VIII. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES

Requirements related to member living allowances and benefits are in 45 CFR §§ 2522.240 and 2522.250. In addition, recipients must ensure that the following procedures are followed:

- A. **Living Allowance Distribution.** A living allowance is not a wage. Recipients must not pay a living allowance on an hourly basis. Recipients should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the recipient may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the recipient must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) and Partnership Challenge awards may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance to their members.

- B. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the

living allowance was waived.

C. Taxes and Insurance.

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

- D. Healthcare Coverage.** Except for EAPs, Professional Corps, Partnership Challenge awards, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or

more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited-duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period, is available at

<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit [healthcare.gov](https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/) for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/>.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

- E. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. CNCS will not cover childcare costs for members who served on a less than full-time basis for a sustained period

of time, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs, (<http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>) for more detailed information on administering childcare and healthcare benefits.

- F. **Notice to Childcare Benefit Administrator and Providers.** The program must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

IX. MEMBER RECORDS AND CONFIDENTIALITY

- A. **Recordkeeping.** The recipient must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and
4. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and
3. Storage of the records in a usable, readable format.

- B. **Verification of Eligibility.** Unless an individual's social security number and citizenship was verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the recipient has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

- C. **Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.
- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. *See also* the final rule and the CNCS website for more information. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of all or part

of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

X. BUDGET AND PROGRAMMATIC CHANGES

A. Programmatic Changes. The recipient must first obtain the prior written approval of the AmeriCorps Program Office before making any of the following changes (1-3):

1. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
2. Substantial changes in the level of member supervision;
3. Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

Upon notification to the AmeriCorps Program Office, recipients may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CNCS. As soon as practicable, recipients making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with the AmeriCorps Program Office. While written approval from CNCS is not required before making disaster-related programmatic changes, CNCS reserves the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

B. Program Changes for Formula Programs. State Commissions are responsible for approving the above changes for state formula programs.

C. Budgetary Changes. The recipient must obtain the prior written approval of CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.

3. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

D. **Approvals of Programmatic and Budget Changes.** CNCS’s Grants Officers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The Grants Officers will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Grants Office has been received. Programmatic changes also require final approval of CNCS’s Office of Grants Management after written recommendation for approval is received from the Program Office.

E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

XI. REPORTING REQUIREMENTS

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report and for setting submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

A. **Recipient Progress Reports.** The recipient shall complete and submit progress reports in eGrants to report on progress toward achievement of its approved performance targets.

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	Start of award year through end of award year or September 30, whichever is sooner

B. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants (Financial Status Reports on menu tree) to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	April 1 – September 30

A recipient must set submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

Cost reimbursement Professional Corps recipients submit one financial report per year.

All recipients, including Fixed Amount recipients, must submit the Federal Financial Report (FFR) - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

C. **Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as match. This information shall be reported annually on the financial report due October 31st or at the time the final financial report is submitted if the final report is due prior to October 31st. Fixed Amount recipients are not required to report this information.

D. **Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the recipient, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for progress reports may only be granted by the AmeriCorps Program Office.

E. **Final Financial Reports.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. This final report is due no later than 90 days after the end of the project period.

F. **Final Progress Reports.** A recipient must submit, in addition to the last semi-annual project report, a final project report. This final report is due no later than 90 days after the end of the project period.

G. **Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to CNCS, including the final financial report.

XII. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of the award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, CNCS generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. CNCS reserves the right to adjust the amount of an award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

XIII. PROGRAM INCOME

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non-CNCS share.
- B. **Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
- C. **Fees for Service.** When using assistance under this award, the recipient may not enter into a contract for or accept fees for service performed by members when:
 - 1. The service benefits a for-profit entity,
 - 2. The service falls within the other prohibited activities set forth in these award provisions, or
 - 3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards and Partnership Challenge Awards.** The recipient must notify its Grants Officer if it earns program income in excess of the amounts needed to cover all expenditures under the award. The Grants Officer will determine the disposition of the excess program income.

XIV. SAFETY

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients and subrecipients **must** complete CNCS NSCHC training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at:

<https://cncsonlinecourses.litmos.com/course/325500?r=False&ts=636235363960102820>. To request Litmos account access, email servicerresources@cns.gov.

Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

XVI. FIXED AMOUNT AWARDS

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, Full-Cost Fixed Amount awards, and Partnership Challenge awards.

For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying CNCS's National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by CNCS. At closeout, CNCS will calculate the final amount of the award based on Trust documentation. CNCS will recover any amounts drawn down by the recipient in excess of the final award amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a

full term of service or if the member leaves before completing service, a pro-rated amount based on hours served.

Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Bi-annually, in some cases quarterly, and at closeout, CNCS will calculate the final amount of the award for the year or entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

Partnership Challenge programs are awarded only member positions, but not federal funds. Therefore, Partnership Challenge programs will not draw any funds from the HHS Payment Management System.

XVII. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your CNCS grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to CNCS. Grantees experiencing a breach should immediately notify CNCS' Office of Information Technology, your CNCS Program Officer, and CNCS' Office of Inspector General.

**2017 GENERAL GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**
Effective December 1, 2016

These Corporation for National & Community Service (CNCS) General Grant and Cooperative Agreement Terms and Conditions (General Terms and Conditions) are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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I. CHANGES FROM THE 2016 GENERAL TERMS AND CONDITIONS

Section III. L. – Updated CNCS’ address

Section III. M. – Section added

II. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and CNCS’s implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and CNCS’s implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and CNCS’s implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these CNCS’s General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient’s approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of

Grant Award and Signature Page; (d) CNCS Program Specific Terms and Conditions, (e) CNCS General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

- 1. Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of CNCS. The recipient is accountable to CNCS for its operation of the program and the use of CNCS award funds. The recipient must expend award funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of CNCS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
- 2. Subawards.** If authorized by law and permitted by CNCS, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2 CFR Part 200 Subpart F.

- 3. Notice to CNCS.** The recipient will notify the appropriate CNCS Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the CNCS Program or Grants Officer about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation.

B. FINANCIAL MANAGEMENT STANDARDS

- 1. General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
- 2. Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost

items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally-financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).

3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi-annually through CNCS's eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, CNCS will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). CNCS expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*
4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring CNCS's advance approval. CNCS does not waive any of the prior written approvals required under that section. In addition to the required prior approval for changes in key personnel identified in the budget, the recipient must also notify CNCS of any changes in the senior leadership of the recipient and any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award.

D. BANKRUPTCY

The recipient must notify CNCS if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a

voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in CNCS's Program Specific Terms and Conditions and in other guidance.

F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§ 2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless CNCS has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. Either:
 - A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
 - A fingerprint-based FBI criminal history check.

Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:

1. A nationwide name-based check of the NSOPW; and
2. Both:
 - A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and
 - A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions, including disallowance of costs.

In addition, you must ensure that appropriate recipient staff receives annual training on NSCHC compliance, as specified by CNCS.

G. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS recipients, as well as legally required audits and reviews. The legally required audits include evaluating CNCS's compliance with the Improper Payments Elimination and Recovery Act (IPERA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from CNCS management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with CNCS requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

H. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG **and** their Program Officer **without delay** when they **first suspect**:

1. Any criminal activity or violations of law has occurred, such as:
 - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including CNCS personnel, grantees, or contractors—even if no federal funds or property was involved;
 - Submission of a false claim or a false statement by any person in connection with any CNCS program, activity, grant or operations;
 - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
 - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
 - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - Mismanagement, abuse of authority, or other misconduct by CNCS personnel.
2. Fraud, waste, or abuse.

- Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
- Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
- Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at hotline@cncsoig.gov or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

I. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, 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 award.
3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/whistleblower-protection>.

J. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

K. AWARD MONITORING

1. **Site visits.** CNCS may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** CNCS may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.
3. **Responding to information requests.** CNCS may from time to time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. *Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.*

L. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or
Office of Civil Right and Inclusiveness
Corporation for National and Community Service
250 E Street, SW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to CNCS timely, complete, and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.333-200.337 and §200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

M. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving CNCS funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

N. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program CNCS logo shall be included on such documents. The recipient is responsible for assuring that the following

acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or [the relevant CNCS Program].”

O. SUSPENSION OR TERMINATION OF AWARD

CNCS may suspend or terminate this award in accordance with 2 CFR §§ 200.338 and 200.339 and applicable CNCS regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.338 and 200.339, provided that such action complies with 2 CFR § 200.341.

P. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award..
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Is determined you have violated a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (A.) Associated with performance under this award; or
 - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or

- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is –
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (b.) A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Q. SYSTEM OF AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
 - a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(CNCS's eGrants system requires a DUNS number.)*
 - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
3. Definitions. For purposes of this award term:
 - a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
 - b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (CNCS's eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

R. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.

- a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
- b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrc.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:

- i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. In the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For purposes of this award term:
 - a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. Executive means officers, managing partners, or any other employees in management positions.
- c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

S. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your CNCS Program Officer, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The CNCS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award 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 an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

T. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

IV. ATTACHMENT

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

6/17/2015

Date


Wendy Spencer, Chief Executive Officer

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the Corporation for National and Community Service (CNCS), the CNCS Inspector General, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will initiate and complete the activities described in the application within the applicable time frame after receipt of CNCS's approval.
- Will comply with all federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), which prohibits federal grantees from discriminating on the basis of race, color, or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in an educational program or activity that receives or benefits from federal financial assistance;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits federal grantees from discriminating on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance;
 5. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of dwellings provided in whole or in part with the aid of CNCS funding;
 6. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended (NCSA), or the Domestic Volunteer Service Act of 1973, as amended (DVSA); and
 7. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply with section 543 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- If a governmental entity—
 1. Will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 2601 *et seq.*), which govern the treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs, and
 2. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will assist CNCS in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200, Subpart F.
- Will, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CNCS funds, clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- Will not provide any CNCS funding to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing the program under which the application is filed.

For Applicants for awards under Subtitle C of the NCSA ONLY

If you are not applying for an award under Subtitle C of the NCSA (AmeriCorps State and National AmeriCorps Tribal, State Commission Support, etc), you may ignore this section.

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the CNCS will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the NCSA, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the NCSA shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or religion.
- (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-CNCS funds or paid with CNCS funds but employed with the applicant organization prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the NCSA includes a restriction on religious discrimination in employment of staff hired to work on a CNCS-funded project and paid with CNCS grant funds. (42 U.S.C. § 5057(c)). For the circumstances under which this may occur, please see the document “Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants” at: <https://www.justice.gov/archive/fbci/effect-rfra.pdf>.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a state, consult with and coordinate activities with the State Commission for the state in which the program operates;
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the NCSA and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the non-duplication and non-displacement requirements set out in section 177 of the NCSA, and in CNCS’s regulations at 45 CFR § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the NSCA and in CNCS’s regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program that is carried out using assistance provided to the applicant under section 121 of the NCSA and 45 C.F.R. Part 2522, Subpart E; or, with the approval of CNCS, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program’s impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS;
- Will ensure the provision of a living allowance and other benefits to participants as required by CNCS;
- Has not violated a federal criminal statute;

- If a state applicant, will ensure that the state subgrants that will be used to support national service programs are selected in conformance with the requirements of the NCSA;
- If a state applicant, will seek to ensure an equitable allocation within the state of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a state agency, unless CNCS approves otherwise based upon the state applicant not having a sufficient number of acceptable applications to meet the 60% threshold.

CERTIFICATIONS

The certifications set out below are material representations upon which the Corporation for National and Community Service (CNCS) will rely when it determines to award a grant. False certification, or violation of the certification, may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission or any of the offenses listed in 2 CFR § 180.800(a); or
- Has had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by section 184 of the NCSA (42 U.S.C. 12644), sections 5150-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), and CNCS's implementing regulations at 2 CFR Part 2245, Subpart B. Under these authorities, grantees must certify, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 1. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 2. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 3. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing CNCS, as well as any other federal agency on whose award a convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 1. Taking appropriate personnel action against the employee, up to and including termination; or
 2. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification – Lobbying Activities

As required by 31 U.S.C. 1352, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, and all state laws and conflict of interest rules.

Certification – Federal Tax Liability

I certify that, if the applicant is a corporation,

- A. The corporation does not have any unpaid federal tax liability—
 1. That has been assessed,
 2. For which all judicial and administrative remedies have been exhausted or have lapsed, and
 3. That is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or
- B. A federal agency has considered suspension or debarment of the corporation based on the unpaid tax liability and has made a determination that this further action is not necessary to protect the interests of the government.

Certification – Felony Criminal Conviction under Federal Law

I certify that, if the applicant is a corporation,

- A. The corporation has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, or
- B. A federal agency has considered suspension or debarment of the corporation based on that conviction and has made a determination that this further action is not necessary to protect the interests of the government

Certifications – Subgrants and Lower Tiered Nonprocurement Transactions with Excluded or Disqualified Persons (NCSA Subtitle C and Social Innovation Fund applicants only)

Definitions

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, Subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What Is a covered transaction?”

Assurance requirement for subgrant and other lower tier nonprocurement agreements

You agree by submitting this proposal that, if we approve your application, in accordance with 2 CFR Part 180 Subpart C, you shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by CNCS.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.



City Council

Approval of Updated Reclaimed Water Service Agreements with Department of Enterprise Services and the Port of Olympia

Agenda Date: 6/6/2017
Agenda Item Number: 4.G
File Number: 17-0580

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Updated Reclaimed Water Service Agreements with Department of Enterprise Services and the Port of Olympia

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve Updated Reclaimed Water Service Agreements with Department of Enterprise Services and the Port of Olympia and authorize the City Manager to sign the agreements.

Report

Issue:

Whether to approve the updated Reclaimed Water Service Agreements with Department of Enterprise Services and the Port of Olympia and authorize the City Manager to sign the agreements.

Staff Contact:

Erin Conine, Senior Water Resources Specialist, Public Works/Water Resources, 360.570.3793.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia, in partnership with the LOTT Clean Water Alliance, offers several utility customers reclaimed water for irrigation uses. In 2005, the City entered into a "Class A Reclaimed Water Service Agreement" with the Department of Enterprise Services and the Port of Olympia. In 2016, a new service agreement template was developed and approved by the Department of Ecology and the Department of Health to replace the existing agreement. The new agreement incorporates updates to State and local regulations regarding reclaimed water.

In addition to updated regulations and terminology, the agreements reflect new minimum and maximum quantities allotted to each end user that is based on historic use and future expansion.

Neighborhood/Community Interests (if known):

None.

Options:

1. Approve the updated Reclaimed Water Service Agreements with Department of Enterprise Services and the Port of Olympia. With approval we can continue to offer reclaimed water service.
2. Do not approve the updated agreements. This will result in the termination of reclaimed water service until a new agreement is signed by all parties.

Financial Impact:

None

Attachments:

Reclaimed Water Service Agreement - DES

Reclaimed Water Service Agreement - Port of Olympia

CLASS A RECLAIMED WATER SERVICE AGREEMENT

END USER: The Port of Olympia

CONTACT PERSON: Jack Merrigan **TITLE:** Buildings & Grounds Supervisor

PHONE NO.: 360.239.3577 **EMAIL:** jackm@portofolympia.com

ADDRESS: 915 Washington St. NE, Olympia WA 98501

TERMS AND CONDITIONS OF SERVICE

The End User identified in this Service Agreement, in receiving Class A Reclaimed Water from the City of Olympia (City) under this Service Agreement, does hereby agree to the following Terms and Conditions for the use of Class A Reclaimed Water:

DEFINITION

“Class A Reclaimed Water” means reclaimed water that meets Washington State Class A Reclaimed Water criteria established in Washington State reclaimed water regulations found at RCW 90.46 and WAC 173-219, as currently defined, or as Class A Reclaimed Water may be defined in the future.

1. Use of Reclaimed Water

End User is authorized to use Class A Reclaimed Water upon signing this Service Agreement under the terms and conditions described in this Agreement:

- a. **Use Area(s)** or location(s) of use as described here and shown on **Exhibit A:** Port Peninsula
- b. **Intended Use(s):** Landscape irrigation, irrigation of non-commercial garden plots, flow augmentation for a non-restricted recreational/educational impoundment, and industrial wash-down facilities.
- c. **Period of Use:**
 - Year-round
 - Temporary: From (date) _____ to (date) _____
 - Other: Annually during irrigation season, typically April – October.

2. Quantity of Reclaimed Water

When available from LOTT Clean Water Alliance (LOTT), the City will provide Class A Reclaimed Water to the End User as follows:

- a. Minimum Quantity (gallons per day): 10,000
- b. Maximum Quantity (gallons per day): 75,000

Continued provision of reclaimed water depends on supply provided by LOTT Clean Water Alliance to the City and may be subject to change. When reclaimed water is available from LOTT sufficient to serve the minimum quantity established in this Section and the City cannot provide that water, potable water may be used to make up at least the minimum quantity at the price established in Section 3, providing the potable water system is adequately protected against cross-connections with the reclaimed water system as determined by the City.

3. **Price of Reclaimed Water**

Class A Reclaimed Water rates are set forth in Chapter 4 of the Olympia Municipal Code (OMC).

4. **General Use and Use Area Requirements**

- a. Standard notification signs required by the City must be posted in all Class A Reclaimed Water Use Areas.
- b. Backflow prevention assemblies must be installed, maintained, and tested in accordance with the City's current cross-connection control plan.
- c. All reclaimed water piping and appurtenances shall be color-coded purple, taped purple, or otherwise marked to identify the source of the water as being reclaimed water, consistent with Washington State reclaimed water regulations and the Uniform Plumbing Code.
- d. Reclaimed water use, including runoff and spray, shall be confined to the Use Area(s) designated in this Service Agreement.
- e. All End User personnel using reclaimed water must complete appropriate training in the requirements for the Intended Use(s) of the reclaimed water. This training requirement may be met by: 1) familiarizing personnel with the Terms and Conditions of this Service Agreement; and 2) discussing written materials provided by the City with personnel or attending orientation provided by LOTT or City staff. All training activities shall be documented and available to the City upon request. Training logs shall be maintained to show the most recent 5 years of training.
- f. Users of reclaimed water for irrigation must ensure the irrigation system(s) is in good working order, maintained regularly, and kept free of leaks. Sprinkler heads must be set to apply reclaimed water to the irrigated area at no more than the appropriate agronomic rate(s), and to avoid runoff or standing reclaimed water. Sprinkler heads must be adjusted to avoid application of reclaimed water to impervious surfaces.
- g. The reclaimed water distribution system(s) and Use Area(s) shall be maintained to ensure that all equipment associated with the reclaimed water system operates correctly and reliably at all times.

5. **Restrictions on Use**

- a. Class A Reclaimed Water provided under this Service Agreement shall not be sold, leased, gifted, transferred, or conveyed to any other premise or Use Area(s), except to a direct tenant located in the Use Area(s) identified in this Service Agreement, without prior written approval by the City, which shall not be unreasonably denied.
- b. Class A Reclaimed Water may be used only as specified in this Service Agreement. Any change in the use or quantity of reclaimed water specified in Sections 1 or 2 of this Service Agreement must be specifically approved by an Amendment to the Agreement.
- c. Class A Reclaimed Water shall not be used for human consumption or in the preparation of foodstuffs or other products intended for human consumption.
- d. Class A Reclaimed Water shall not be discharged or released to any surface water body or stormwater collection or conveyance facility.
- e. All locations served with both potable water and reclaimed water shall be provided with appropriate cross-connection control on the potable water service as determined by the City.

6. **Temporary Interruption of Supply**

In case of emergency repairs or other necessary work, or whenever public health or safety so demands, the City may temporarily discontinue the supply of Class A Reclaimed Water for

reasons outlined in OMC 13.24. The City shall insofar as practicable, notify all reclaimed water customers affected when temporary service interruptions occur. The City shall not be responsible for any damage resulting from interruption or change of the reclaimed water supply, or for any damages incurred by the End User arising out of the use or transport of the reclaimed water.

7. **Disclaimer, Indemnity, and Hold Harmless**

- a. To the extent permitted by law, the End User shall hold harmless, indemnify, and defend the City whether acting as a separate municipal entity or as a member of LOTT, and LOTT separately, from any claims, suits, actions, losses, penalties, judgments, or awards for damages of any kind arising out of or in connection with the use of Class A Reclaimed Water provided under this Service Agreement, except to the extent arising out of the negligence or other fault of the City or LOTT.
- b. User will not take any action that would interfere with the City's agreement to comply with LOTT's permit and all applicable federal, state, and local laws, regulations, and standards that govern the generation and delivery of Class A Reclaimed Water.

8. **Termination**

- a. Class A Reclaimed Water service may be terminated without cause upon thirty (30) days written notice by the City; provided, however, that if the City terminates Class A Reclaimed Water service without cause prior to the expiration of five (5) years from the date of this Service Agreement, the City will provide potable water to the End User in the same quantities and prices set forth in Section 3 above until five (5) years from the date of this Service Agreement.
- b. Termination for violation of the requirements described in Section 9b below voids the City's obligations under this Section 8a.

9. **Compliance with Laws Governing Reclaimed Water**

- a. The End User's use of Class A Reclaimed Water will meet all applicable requirements contained in Washington State reclaimed water regulations and Ordinance No. 6874, Chapter 13.24 of the OMC, as amended from time to time, or contained in any successor standards or ordinances.
- b. Failure to correct deficiencies or improper use in a timely manner could lead to violation(s) which may result in the termination of Class A Reclaimed Water service under this Service Agreement. The City shall notify the End User in writing and provide a reasonable opportunity and time frame for the End User to correct the noncompliance before terminating service.

10. **References**

- a. LOTT's Permit – National Pollutant Discharge Elimination System Waste Discharge and Reclaimed Water Permit No. WA0037061 issued by State of Washington Departments of Ecology and Health to LOTT Clean Water Alliance, effective October 1, 2011, and future amendments and renewals as issued.

END USER:

I, the undersigned, do hereby affirm that I have the legal authority to enter into this Service Agreement for Class A Reclaimed Water service on behalf of the End User identified above, that I have read the Terms and Conditions specified in this Service Agreement and references herein, and that the End User identified above agrees to and shall be bound by said Terms and Conditions for the use of reclaimed water as specified in this Service Agreement and the references herein:

By: EBCalligan, Executive Director  05/10/2017
Printed Name and Title Signature Date

CITY OF OLYMPIA:

By: _____ _____ _____
Printed Name and Title Signature Date

Approved As To Form:

By:  3/24/2017
Deputy City Attorney Date

EXHIBIT A
Port Peninsula



CLASS A RECLAIMED WATER SERVICE AGREEMENT

END USER: WA ST Department of Enterprise Services
CONTACT PERSON: Brent Chapman **TITLE:** Capitol Buildings & Grounds
PHONE NO.: 360.725.0018 **EMAIL:** brent.chapman@des.wa.gov
ADDRESS: 1500 Jefferson St. SE, Olympia WA 98501

TERMS AND CONDITIONS OF SERVICE

The End User identified in this Service Agreement, in receiving Class A Reclaimed Water from the City of Olympia (City) under this Service Agreement, does hereby agree to the following Terms and Conditions for the use of Class A Reclaimed Water:

DEFINITION

“Class A Reclaimed Water” means reclaimed water that meets Washington State Class A Reclaimed Water criteria established in Washington State reclaimed water regulations found at RCW 90.46 and WAC 173-219, as currently defined, or as Class A Reclaimed Water may be defined in the future.

1. Use of Reclaimed Water

End User is authorized to use Class A Reclaimed Water upon signing this Service Agreement under the terms and conditions described in this Agreement:

- a. **Use Area(s)** or location(s) of use as described here and shown on **Exhibit A:** Marathon Park, Heritage Park and Deschutes Parkway.
- b. **Intended Use(s):** Irrigation
- c. **Period of Use:**
 - Year-round
 - Temporary: From (date) _____ to (date) _____
 - Other: Annually during irrigation season; typically April – October.

2. Quantity of Reclaimed Water

When available from LOTT Clean Water Alliance (LOTT), the City will provide Class A Reclaimed Water to the End User as follows:

- a. Minimum Quantity (gallons per day): 10,000
- b. Maximum Quantity (gallons per day): 75,000

Continued provision of reclaimed water depends on supply provided by LOTT Clean Water Alliance to the City and may be subject to change. When reclaimed water is available from LOTT sufficient to serve the minimum quantity established in this Section and the City cannot provide that water, potable water may be used to make up at least the minimum quantity at the price established in Section 3, providing the potable water system is adequately protected against cross-connections with the reclaimed water system as determined by the City.

3. **Price of Reclaimed Water**

Class A Reclaimed Water rates are set forth in Chapter 4 of the Olympia Municipal Code (OMC).

4. **General Use and Use Area Requirements**

- a. Standard notification signs required by the City must be posted in all Class A Reclaimed Water Use Areas.
- b. Backflow prevention assemblies must be installed, maintained, and tested in accordance with the City's current cross-connection control plan.
- c. All reclaimed water piping and appurtenances shall be color-coded purple, taped purple, or otherwise marked to identify the source of the water as being reclaimed water, consistent with Washington State reclaimed water regulations and the Uniform Plumbing Code.
- d. Reclaimed water use, including runoff and spray, shall be confined to the Use Area(s) designated in this Service Agreement.
- e. All End User personnel using reclaimed water must complete appropriate training in the requirements for the Intended Use(s) of the reclaimed water. This training requirement may be met by: 1) familiarizing personnel with the Terms and Conditions of this Service Agreement; and 2) discussing written materials provided by the City with personnel or attending orientation provided by LOTT or City staff. All training activities shall be documented and available to the City upon request. Training logs shall be maintained to show the most recent 5 years of training.
- f. Users of reclaimed water for irrigation must ensure the irrigation system(s) is in good working order, maintained regularly, and kept free of leaks. Sprinkler heads must be set to apply reclaimed water to the irrigated area at no more than the appropriate agronomic rate(s), and to avoid runoff or standing reclaimed water. Sprinkler heads must be adjusted to avoid application of reclaimed water to impervious surfaces.
- g. The reclaimed water distribution system(s) and Use Area(s) shall be maintained to ensure that all equipment associated with the reclaimed water system operates correctly and reliably at all times.

5. **Restrictions on Use**

- a. Class A Reclaimed Water provided under this Service Agreement shall not be sold, leased, gifted, transferred, or conveyed to any other premise or Use Area(s), except to a direct tenant located in the Use Area(s) identified in this Service Agreement, without prior written approval by the City, which shall not be unreasonably denied.
- b. Class A Reclaimed Water may be used only as specified in this Service Agreement. Any change in the use or quantity of reclaimed water specified in Sections 1 or 2 of this Service Agreement must be specifically approved by an Amendment to the Agreement.
- c. Class A Reclaimed Water shall not be used for human consumption or in the preparation of foodstuffs or other products intended for human consumption.
- d. Class A Reclaimed Water shall not be discharged or released to any surface water body or stormwater collection or conveyance facility.
- e. All locations served with both potable water and reclaimed water shall be provided with appropriate cross-connection control on the potable water service as determined by the City.

6. **Temporary Interruption of Supply**

In case of emergency repairs or other necessary work, or whenever public health or safety so demands, the City may temporarily discontinue the supply of Class A Reclaimed Water for reasons outlined in OMC 13.24. The City shall insofar as practicable, notify all reclaimed water

customers affected when temporary service interruptions occur. The City shall not be responsible for any damage resulting from interruption or change of the reclaimed water supply, or for any damages incurred by the End User arising out of the use or transport of the reclaimed water.

7. **Disclaimer, Indemnity, and Hold Harmless**

- a. To the extent permitted by law, the End User shall hold harmless, indemnify, and defend the City whether acting as a separate municipal entity or as a member of LOTT, and LOTT separately, from any claims, suits, actions, losses, penalties, judgments, or awards for damages of any kind arising out of or in connection with the use of Class A Reclaimed Water provided under this Service Agreement, except to the extent arising out of the negligence or other fault of the City or LOTT.
- b. User will not take any action that would interfere with the City's agreement to comply with LOTT's permit and all applicable federal, state, and local laws, regulations, and standards that govern the generation and delivery of Class A Reclaimed Water.

8. **Termination**

- a. Class A Reclaimed Water service may be terminated without cause upon thirty (30) days written notice by the City; provided, however, that if the City terminates Class A Reclaimed Water service without cause prior to the expiration of five (5) years from the date of this Service Agreement, the City will provide potable water to the End User in the same quantities and prices set forth in Section 3 above until five (5) years from the date of this Service Agreement.
- b. Termination for violation of the requirements described in Section 9b below voids the City's obligations under this Section 8a.

9. **Compliance with Laws Governing Reclaimed Water**

- a. The End User's use of Class A Reclaimed Water will meet all applicable requirements contained in Washington State reclaimed water regulations and Ordinance No. 6874, Chapter 13.24 of the OMC, as amended from time to time, or contained in any successor standards or ordinances.
- b. Failure to correct deficiencies or improper use in a timely manner could lead to violation(s) which may result in the termination of Class A Reclaimed Water service under this Service Agreement. The City shall notify the End User in writing and provide a reasonable opportunity and time frame for the End User to correct the noncompliance before terminating service.

10. **References**

- a. LOTT's Permit – National Pollutant Discharge Elimination System Waste Discharge and Reclaimed Water Permit No. WA0037061 issued by State of Washington Departments of Ecology and Health to LOTT Clean Water Alliance, effective October 1, 2011, and future amendments and renewals as issued.

END USER:

I, the undersigned, do hereby affirm that I have the legal authority to enter into this Service Agreement for Class A Reclaimed Water service on behalf of the End User identified above, that I have read the Terms and Conditions specified in this Service Agreement and references herein, and that the End User identified above agrees to and shall be bound by said Terms and Conditions for the use of reclaimed water as specified in this Service Agreement and the references herein:

By: William FORD  4-18-2017
Printed Name and Title Signature Date

CITY OF OLYMPIA:

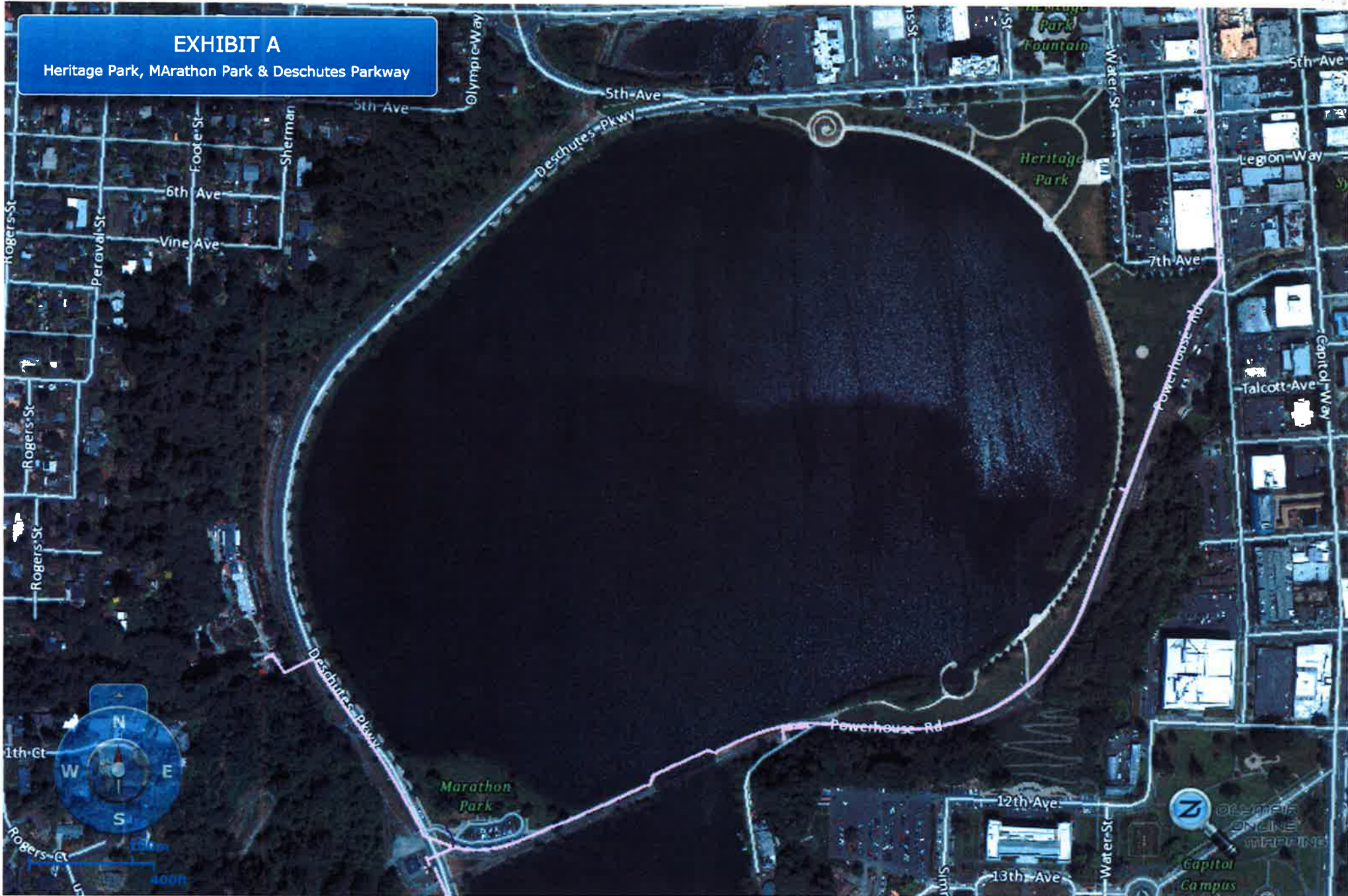
By: _____
Printed Name and Title Signature Date

Approved/As To Form:

By: [Signature] 3/24/2017
Deputy City Attorney Date

EXHIBIT A

Heritage Park, Marathon Park & Deschutes Parkway





City Council

Approval of Resolution Amending the Aquatic Lands Agreement (Lease No. 22-A02391) to Expand Lease Area on Float D at Percival Landing

Agenda Date: 6/6/2017
Agenda Item Number: 4.H
File Number: 17-0601

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of Resolution Amending the Aquatic Lands Agreement (Lease No. 22-A02391) to Expand Lease Area on Float D at Percival Landing

Recommended Action

Committee Recommendation:

The Finance Committee received an oral report on this topic and expressed support for staff to pursue steps to lease Float D to tourism concessionaires.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign the amendment to Aquatic Lands Lease No. 22-A02391.

Report

Issue:

Whether to amend the lease agreement for Float D on Percival Landing to expand the lease area, which would allow for greater opportunities for tourism concessionaires.

Staff Contact:

Laura Keehan, Planning & Design Manager, Olympia Parks, Arts and Recreation, 360.570.5855

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Parks, Arts & Recreation Department received a letter of intent to lease 60 feet of dock space at Percival Landing to the private charter company, Capital City Charters. The purpose would be to operate the Spirit of Olympia during tour season from approximately May through October. The vessel's purpose includes educational/informational tours, scheduled public passenger tours, and events/weddings/corporate gatherings.

In order to allow a concessionaire such as Capital City Charters, the City's aquatic lands lease with the Washington State Department of Natural Resources (DNR) needs to be amended, since currently the leased area is too small to accommodate a boat the size of the Spirit of Olympia. The amended lease agreement allows for the City to sublease up to 2,250 square feet of Percival Landing's Float D to water dependent tourism concessionaires.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the resolution authorizing the City Manager to sign the lease amendment.
2. Do not approve the resolution authorizing the City Manager to sign the lease amendment. This would prevent the City from increasing the lease space on Float D for tourism concessionaires.

Financial Impact:

The annual rent due from the City to DNR for the expanded concessionaire area is \$302.50, adjusted annually for inflation. OPARD currently pays \$132.88 annually to DNR for Float D, so this is an increase of \$169.62 per year and will be paid out of OPARD's Operating Budget.

Attachments:

Resolution

Lease Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN AQUATIC LANDS AGREEMENT AMENDMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON DEPARTMENT OF NATURAL RESOURCES TO EXPAND THE LEASE AREA ON FLOAT D AT PERCIVAL LANDING.

WHEREAS, the City of Olympia (City) and Washington Department of Natural Resources (DNR) entered into Lease No. 22-A02391 on July 1, 2008; and

WHEREAS, the Parks, Arts & Recreation Department received a letter of intent to lease 60 feet of dock space at Percival Landing to a private charter company; and

WHEREAS, the purpose of the charter company lease would be to operate the Spirit of Olympia during tour season from approximately May through October, including educational tours, scheduled public passenger tours, and events and corporate gatherings; and

WHEREAS, in order to allow such a concessionaire, the City's Aquatic Lands Lease with DNR needs to be amended to accommodate a boat the size of the Spirit of Olympia; and

WHEREAS, the Finance Committee received an oral report on this topic and expressed support for staff to pursue steps to lease Float D to tourism concessionaires

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the attached form of Aquatic Lands Agreement Amendment between the City of Olympia and Department of Natural Resources to expand the lease area on Float D at Percival Landing and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Aquatic Lands Agreement Amendment and any other documents necessary to obligate funds to expand the lease area on Float D at Percival Landing and to make any minor modifications as may be required and are consistent with the intent of the attached Aquatic Lands Agreement Amendment, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber DCA

CITY ATTORNEY

When recorded, return to:
City of Olympia
PO Box 1967
Olympia WA 98507-1967



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS AGREEMENT AMENDMENT

Lease No. 22-A02391

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Olympia
Legal Description: Section 14, Township 18 North, Range 2 West, W.M.
Assessor's Property Tax Parcel or Account Number: 91003300000
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Lease: Not Applicable

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and the CITY OF OLYMPIA, a Government Agency/Entity ("Tenant").

BACKGROUND

Lease No. 22-A02391 was entered into on the 1st day of July, 2008, by and between CITY OF OLYMPIA as Tenant and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the Thurston County Auditor's office under recording number 4039504.

Lease No. 22-A02391 as amended is hereinafter referred to as the "Agreement." Tenant now possesses the rights, duties, and liabilities under the Agreement.

The parties now desire to amend the Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Sections 2.2, 4.1, and Exhibit B of the Lease are amended to read as specified in Exhibit 1 attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of May 1, 2017.

SECTION 3 NO RELEASE

State is not releasing any previous Assignor from fully performing the provisions of the Agreement in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Grantee.

SECTION 4 WARRANTIES

Tenant represents and warrants to State that (i) the Agreement is in full force and effect; (ii) Tenant is not in default or breach of the Agreement; (iii) Tenant has no knowledge of any claims, offsets, or defenses of the Tenant under the Agreement; and (iv) to the best of Tenant's knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

SECTION 5 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 6 RECORDATION

At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Amendment, Tenant shall record this Amendment in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Agreement, State may record it and Tenant shall pay the costs of recording upon State's demand.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

CITY OF OLYMPIA

Dated: _____, 20__

By: _____
Title: STEVE HALL
City Manager

Approved as to form:

Darren Nienaber

Deputy City Attorney

Address: 601 4th Avenue East
Olympia, WA 98501

Phone: (360) 753-8447

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 20__

By: _____
Title: MEGAN DUFFY
Deputy Supervisor for Aquatics

Address: 950 Farman Avenue North
Enumclaw, WA 98022-9282

Approved as to Form this
This 22nd day of July 2016
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that STEVE HALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Olympia to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

County of

)

I certify that I know or have satisfactory evidence that MEGAN DUFFY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT 1

The Lease is amended as follows:

Subsection 2.2 of SECTION 2 is amended to add the following:

2.2 Restrictions on Use

- (g) Tenant shall not cause or permit grounding, scour, or damage to aquatic land and vegetation. This prohibition includes the following limitations:
 - (1) Tenant shall avoid damage caused by propeller wash from vessels.
 - (2) Tenant shall not allow moorage or anchorage of vessels in water shallower than extreme low tide, and shall not allow vessels to come in contact with underlying tidelands (“ground out”) at any time.

Subsection 4.1 of SECTION 4 is amended to read as follows:

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Three Hundred Two Dollars and Fifty Cents (\$302.50) related to the water-dependent use.

The EXHIBIT B is amended as follows:

The second paragraph of Subsection 2.1 of SECTION 2 is amended to read as follows:

Parcel 2 shall be a mixed use with a majority of the area for public use and access and 2,250 square feet reserved for tourism concessionaires contracted with the City of Olympia.

The second paragraph of Subsection 4.1 in SECTION 4 is amended to read as follows:

Pursuant to WAC 332-30-123 water dependent rent shall be charged for 2,250 square feet encumbered by the tourism concessionaires contracted with the City of Olympia.

When recorded, return to:
City of Olympia
PO Box 1967
Olympia WA 98507-1967



AQUATIC LANDS AGREEMENT AMENDMENT

Lease No. 22-A02391

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Olympia
Legal Description: Section 14, Township 18 North, Range 2 West, W.M.
Assessor's Property Tax Parcel or Account Number: 91003300000
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Lease: Not Applicable

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and the CITY OF OLYMPIA, a Government Agency/Entity ("Tenant").

BACKGROUND

Lease No. 22-A02391 was entered into on the 1st day of July, 2008, by and between CITY OF OLYMPIA as Tenant and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the Thurston County Auditor's office under recording number 4039504.

Lease No. 22-A02391 as amended is hereinafter referred to as the "Agreement." Tenant now possesses the rights, duties, and liabilities under the Agreement.

The parties now desire to amend the Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Sections 2.2, 4.1, and Exhibit B of the Lease are amended to read as specified in Exhibit 1 attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of May 1, 2017.

SECTION 3 NO RELEASE

State is not releasing any previous Assignor from fully performing the provisions of the Agreement in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Grantee.

SECTION 4 WARRANTIES

Tenant represents and warrants to State that (i) the Agreement is in full force and effect; (ii) Tenant is not in default or breach of the Agreement; (iii) Tenant has no knowledge of any claims, offsets, or defenses of the Tenant under the Agreement; and (iv) to the best of Tenant's knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

SECTION 5 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 6 RECORDATION

At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Amendment, Tenant shall record this Amendment in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Agreement, State may record it and Tenant shall pay the costs of recording upon State's demand.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

CITY OF OLYMPIA

Dated: _____, 20__

By: STEVE HALL
Title: City Manager

Approved as to form:

Darren Nienaber
Deputy City Attorney

Address: 601 4th Avenue East
Olympia, WA 98501

Phone: (360) 753-8447

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 20__

By: MEGAN DUFFY
Title: Deputy Supervisor for Aquatics

Address: 950 Farman Avenue North
Enumclaw, WA 98022-9282

Approved as to Form this
This 22nd day of July 2016
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that STEVE HALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Olympia to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

County of)

I certify that I know or have satisfactory evidence that MEGAN DUFFY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT 1

The Lease is amended as follows:

Subsection 2.2 of SECTION 2 is amended to add the following:

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The second paragraph of Subsection 4.1 in SECTION 4 is amended to read as follows:

Pursuant to WAC 332-30-123 water dependent rent shall be charged for 2,250 square feet encumbered by the tourism concessionaires contracted with the City of Olympia.



City Council

Approval of a Resolution Declaring Piperhill/Pacific Drinking Water Utility Property as Surplus

Agenda Date: 6/6/2017
Agenda Item Number: 4.1
File Number: 17-0622

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Declaring Piperhill/Pacific Drinking Water Utility Property as Surplus

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution declaring the Piperhill and Pacific Access Road property as surplus.

Report

Issue:

Whether to declare certain Drinking Water Utility property as surplus.

Staff Contact:

Jay Burney, Assistant City Manager, 360.753.8740
Ladd Cluff, City Surveyor, Public Works Department, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Piperhill and Pacific Access Road property (map attached) was formerly used to access and maintain the Meridian Reservoir, a property owned and maintained by the Drinking Water Utility. This access road crosses railroad tracks at its midpoint, and, due to safety concerns, staff have found alternative means of access to the Reservoir property. As such, the Drinking Water Utility no longer has a use for this access road. Several private properties abutting the access road have been using the road to enter/exit their properties. Up to this point, the City has maintained the access road. Because the Utility no longer has any use for the road, but the private properties do, staff is recommending declaring the property surplus and then moving forward to sell the property to the abutting property owners after the required Public Hearing. A resolution declaring the property as surplus is attached for Council consideration.

If the City Council chooses to surplus the property, staff recommends scheduling a public hearing for June 20, 2017, to consider the disposition of the property following the required statutory notice period of at least ten days.

Neighborhood/Community Interests (if known):

The City no longer uses the Piperhill and Pacific access road for maintenance or access purposes, yet maintenance of the property is currently being borne by the City's water utility rate payers.

Options:

1. Declare the Piperhill and Pacific Access Road parcel as surplus. The City Council may then consider future options for the properties that reduce or eliminate cost burden to utility rate payers.
2. Maintain the Piperhill and Pacific Access Road parcel as a Drinking Water Utility asset. The Drinking Water Utility will continue to bear the costs and liabilities associated with the properties.

Financial Impact:

The Drinking Water Utility currently bears the costs of maintaining the Piperhill and Pacific access road property.

Attachments:

- Resolution
- Piperhill and Pacific Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON DECLARING CERTAIN REAL PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF OLYMPIA'S DRINKING WATER UTILITY.

WHEREAS, the City of Olympia holds fee simple ownership of 1.5 acres of real property, more or less, located in unincorporated Thurston County, which is an asset of the City's Drinking Water Utility; and

WHEREAS, the property historically served as an access road for maintenance of the utility's Meridian Reservoir site; and

WHEREAS, this access road is no longer needed or used by the Drinking Water utility for maintenance or access needs; and

WHEREAS, abutting private property owners use this access road for access to their properties and homes; and

WHEREAS, the Drinking Water utility would like to relieve itself of the long-term maintenance obligations and legal liabilities associated with ownership of this access road; and

WHEREAS, City staff have informed the community and surrounding property owners that the real property is deemed excess and surplus to the needs of the Drinking Water utility and of the real property's potential availability in accordance with the Procedures for the *Evaluation of City Real Property for Reuse and Disposal*; and

WHEREAS, the abutting property owners have expressed an interest in acquiring this real property from the City for access purposes to their properties and homes; and

WHEREAS, any disposition of this property may occur only after a legislative determination that the real property at issue is surplus to the needs of the City's Drinking Water Utility, and the City conducts a subsequent public hearing upon proper notice as provided by law as to any disposition of the surplus property;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that:

The Drinking Water utility's real property, consisting of an access road and specifically identified as Tax Parcel No. 11824440200, is surplus to the needs of the City's Drinking Water Utility.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

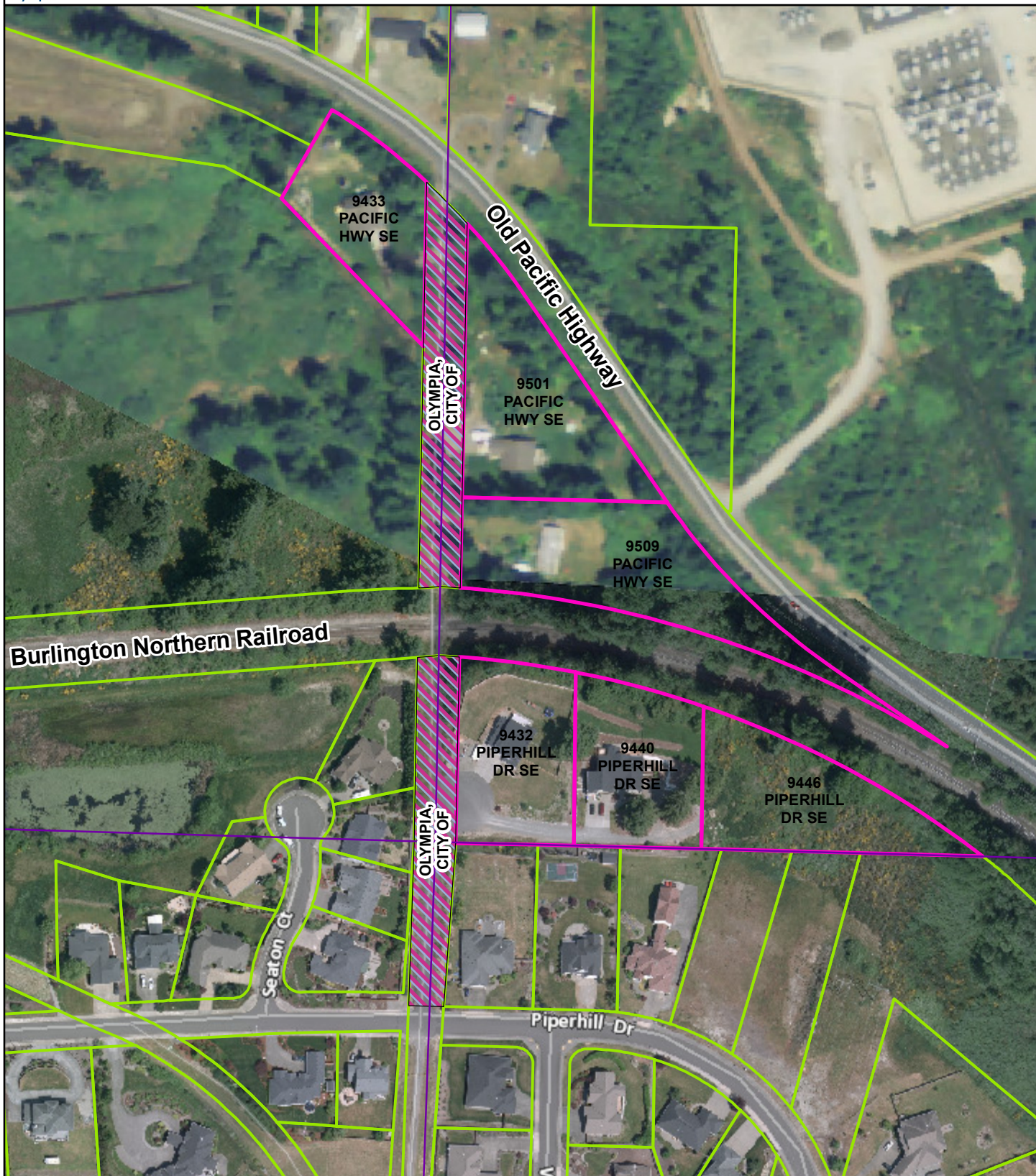


CITY ATTORNEY



Meridian Reservoir Access Road

9433, 9501 & 9509 Pacific Ave. 9432, 9440 & 9446 Piperhill Dr.





0 100 200 Feet 1 inch = 200 feet

Map printed 5/30/2017

For more information, please contact:

Name, Title
Email
(360) Phone.

Legend

-  City of Olympia Parcel
-  Parcels Accessing City Property

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of Ordinance Appropriating Funds to the Shared Leave Special Account

Agenda Date: 6/6/2017
Agenda Item Number: 4.J
File Number: 17-0549

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of Ordinance Appropriating Funds to the Shared Leave Special Account

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance appropriating funds to the Shared Leave Special Account on second reading.

Report

Issue:

Whether to approve an ordinance appropriating \$30,000 to the Shared Leave Special Account.

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department, 360-753-8465.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has not changed from first to second reading.

In 1990 the City established a Shared Leave account. This account receives employee vacation time donations. Shared leave is used by employees who have exhausted their own leave time for the year, meet certain conditions, and have City Manager approval.

Funds in the Shared Leave account can only be used if appropriated (budgeted) by the Council.

Neighborhood/Community Interests (if known):

None

Options:

- 1) Move to approve the ordinance on first reading and forward to second reading.
- 2) Direct staff to make changes to the ordinance.
- 3) Do not approve the ordinance.

Financial Impact:

Appropriation of \$13,330 of existing resources and \$16,670 of anticipated future donations.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2017 BUDGET AND APPROPRIATING \$30,000 FROM THE GENERAL FUND FOR SHARED LEAVE

WHEREAS, City employees may voluntarily donate vacation time to the Shared Leave Account; and

WHEREAS, there is currently \$13,330 of donations in the Shared Leave Account which has not been appropriated by the Council; and

WHEREAS, there are additional donations which are expected to be received;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	Contributions	\$30,000
	TOTAL RESOURCES	\$30,000
Appropriations:	Shared Leave Account	\$30,000
	TOTAL APPROPRIATIONS	\$30,000

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.


Section 4. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY (OCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Appropriating Parking Business Improvement Area (PBIA) Funds for the Collective Visions Mural Project

Agenda Date: 6/6/2017
Agenda Item Number: 4.K
File Number: 17-0564

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of Ordinance Appropriating Parking Business Improvement Area (PBIA) Funds for the Collective Visions Mural Project

Recommended Action

Committee Recommendation:

The Parking Business Improvement Area (PBIA) board recommends by vote the approval of the ordinance funding the Collective Visions Mural Project.

City Manager Recommendation:

Move to approve the ordinance appropriating PBIA funds for the Collective Visions Mural Project.

Report

Issue:

Whether to approve an ordinance authorizing the use of unspent PBIA funds previously approved by the City Council for the installation of two murals as part of the Collective Visions Mural Project.

Staff Contact:

Mark Rentfrow, Downtown Liaison, Community Planning and Development, 360.570.3798

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has not changed from first to second reading.

Over the course of the last 10 years, the Parking Business Improvement Area (PBIA) has had its annual budget approved by the City Council to be used for expenditures benefitting Downtown businesses. The PBIA underspent its budget during several of these years and has accrued an excess reserve. The PBIA wishes to tap some of these previously collected and unspent monies to fund the Collective Visions Mural Project in Downtown for 2017.

Downtown murals are a way to increase creative vibrancy and beautification as well as a means of

graffiti abatement. In January 2017, the PBIA conducted an RFP process soliciting designs for its next phase of murals. Through a jury process, two mural selections emerged and are slated to begin construction in early June. Each mural selection has a price tag of \$5,000.

Neighborhood/Community Interests (if known):

The Downtown business community has historically been supportive of Downtown murals and the PBIA often receives positive communications lauding their efforts.

Options:

1. Approve the proposed ordinance authorizing the use of unspent PBIA funds for the installation of two murals as part of the Collective Visions Mural Project.
2. Modify proposed ordinance to include more, or less funding
3. Do not approve the proposed ordinance.

Financial Impact:

The PBIA seeks to use previously collected unspent monies to fund the Collective Visions Mural project in Downtown. The total financial impact is \$10,000 dollars.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2017 BUDGET AND APPROPRIATING \$10,000 FROM THE PARKING BUSINESS IMPROVEMENT AREA (PBIA) FUND FOR MURALS

WHEREAS, there is a need for beautification of the downtown area; and

WHEREAS, there is sufficient fund balance in the PBIA fund to pay for the beautification of downtown; and

WHEREAS, the PBIA Board has approved \$10,000 for downtown beautification;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That the following appropriations are hereby made:

PARKING BUSINESS IMPROVEMENT AREA FUND		
Resources:	Fund Balance	\$10,000
	TOTAL RESOURCES	\$10,000
Appropriations:	Downtown Beautification	\$10,000
	TOTAL APPROPRIATIONS	\$10,000

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.


Section 4. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY
(DCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

Agenda Date: 6/6/2017
Agenda Item Number: 4.L
File Number: 17-0583

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve on second reading the ordinance amending Olympia Municipal Code (OMC) 6.04.050, relating to pet animals.

Report

Issue:

Whether to approve an ordinance amending OMC 6.04.050, relating to pet animals.

Staff Contact:

Darren Nienaber, Deputy City Attorney, 360.753.8044.

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Background and analysis has not changed from first to second reading.

Olympia Municipal Code (OMC) 6.04.050 regulates pet animals, which are defined by OMC 6.04.030 as “. . . any animal sold or retained for the purpose of being kept for pleasure, companionship, or utilitarian purposes and not kept as a food source.” However, the first part of OMC 6.04.050 uses the word “dog” rather than pet animal for one of the regulations:

Any person who harbors, keeps, possesses, maintains, or has temporary custody of a pet animal shall be responsible for the behavior of such animal whether the owner knowingly permits the behavior or not. Such person shall violate the terms of this chapter if:

- A. Pet animal at large. Such person's **dog** is at large as defined in Section 6.04.030(D); provided, however, this section shall not prohibit the owner and pet animal from participating in an organized show or training, exercise, or hunting session in locations designated and authorized for that purpose. . . .

[Emphasis added]

This amendment would clarify that animals at large includes other pets as well, except cats which are obviously common pets that are difficult to contain. The amendment would thus make it a violation, for example, under this proposed code amendment to have a free-running ferret or chicken.

Neighborhood/Community Interests (if known):

This clarification has been sought by Animal Services. It has received complaints from neighbors regarding other free-running pets.

Options:

1. Approve the Ordinance as proposed.
2. Direct staff to make additional amendments.
3. Do not approve the proposed ordinance.

Financial Impact:

None known.

Attachments:

Ordinance

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
SECTION 6.04.050 OF THE OLYMPIA MUNICIPAL CODE, RELATING TO PET
ANIMALS**

WHEREAS, Section 6.04.050 of the Olympia Municipal Code regulates pet animals; and

WHEREAS, one of the regulations in OMC 6.04.050, addressing pet animals at large, uses the word "dog" rather than "pet animal"; and

WHEREAS, Animal Services has received complaints regarding other free-running pets; and

WHEREAS, OMC 6.04.050 should be amended to clarify that animals at large includes other pets as well, with the exception of cats;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 6.04.050. Olympia Municipal Code 6.04.050 is hereby amended to read as follows:

6.04.050 Regulations and violations relating to pet animals

Any person who harbors, keeps, possesses, maintains, or has temporary custody of a pet animal shall be responsible for the behavior of such animal whether the owner knowingly permits the behavior or not. Such person shall violate the terms of this chapter if:

A. Pet animal at large. Such person's ~~dog-pet animal, except cats,~~ is at large as defined in Section 6.04.030(D); provided, however, this section shall not prohibit the owner and pet animal from participating in an organized show or training, exercise, or hunting session in locations designated and authorized for that purpose.

B. Nuisance pet animal. Such person's pet animal constitutes a nuisance pet animal as defined in Section 6.04.030(T).

C. Pet animal on public property. Such person's pet animal is on public property such as a public park, beach, or school ground and is not on a leash held by a person who is able to maintain physical control, or proper safeguards have not been taken to protect the public and property from injury or damage from said animal, or the presence of the animal on such property is in violation of additional specific restrictions which have been posted. Such restrictions shall not apply to cats, guide dogs for the visually impaired, service animals for the physically handicapped where being off leash is necessary to the service, or to dogs on fenced areas of public property specifically designated by the City of Olympia as areas for dogs without the requirement of a leash. Pet animals on public property is a civil infraction as defined in Section 6.04.120(B).

D. Injury to a person or animal. Such person's pet animal, domestic animal or exotic animal causes injury to a person or domestic, exotic or pet animal.

E. Failure to possess removal equipment or to remove fecal material. Such person (1) fails to possess in a public park the equipment or material necessary to remove animal fecal matter when accompanying a pet animal, or (2) fails to remove animal fecal material when accompanying a pet animal off the owner's property. Failure to possess removal equipment or to remove fecal material is a civil infraction as defined in Section 6.04.120(B).

F. Failure to sterilize an adopted pet animal. Such person, when adopting a pet animal from the Animal Services Shelter, fails to have the pet sterilized within the time period specified in the written agreement, unless specifically recommended by a veterinarian in writing, or in cases of verifiable placement within a governmental law enforcement agency. Failure to sterilize an adopted pet animal is a civil infraction as defined in Section 6.04.120(B).

G. Failure to provide humane care. Such person fails to provide a pet, exotic or domestic animal with humane care as defined in Section 6.04.030(M). Failure to provide humane care is a misdemeanor as set forth in Section 6.04.120(D).

H. Failure to meet terms of quarantine. Such person fails to accept, perform or to meet the terms of a quarantine notice served pursuant to Thurston County Health Department regulation after an animal has bitten a human. Failure to meet terms of quarantine is a misdemeanor as set forth in Section 6.04.120(D).

I. Menacing behavior. Such person's animal engages in menacing behavior as defined in Section 6.04.030(R). Violation of this subsection is a civil infraction as defined in Section 6.04.120(A).

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darre Niehaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on Amendment No. 2 to Development Agreement with MPH Holdings, LLC

Agenda Date: 6/6/2017
Agenda Item Number: 5.A
File Number: 17-0610

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on Amendment No. 2 to Development Agreement with MPH Holdings, LLC

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Conduct public hearing. After closing the public hearing, move to adopt the attached Resolution approving Amendment No. 2 to a Development Agreement with MPH Holdings, LLC, for mixed-use development consistent with the recently-adopted Kaiser-Harrison Opportunity Area Plan.

Report

Issue:

Whether the City Council should hold a public hearing and approve an amendment to a development agreement with MPH Holdings, LLC?

Staff Contact:

Leonard Bauer, Deputy Director, Community Planning and Development, 360.753.8206

Presenter(s):

Leonard Bauer, Deputy Director, Community Planning and Development

Background and Analysis:

This development agreement is requested by City staff in accordance with Chapter 18.53 of the Olympia Municipal Code. Staff from the Departments of Community Planning and Development and Public Works have worked with MPH Holdings, LLC, and the City Attorney's office to draft the proposed development agreement (attached).

The development agreement amendment is for two vacant tax parcels located at 4501 Harrison Avenue NW and 3620 7th Avenue NW, near the southeast corner of Kaiser Road NW and Harrison Avenue NW. The properties total 24.6 acres within the Kaiser-Harrison Opportunity Area, for which the City Council amended the Comprehensive Plan and Zoning Map in 2016 after an extensive public

process.

The original development agreement (attached) between the City and M-Five Family Limited Partnership (now known as MPH Holdings, LLC) was entered into on July 10, 2007, and only applied to the property at 4501 Harrison Avenue NW. That agreement called for annexation of the property into the City of Olympia, and development of the “West Olympia Office Park” to include 22 office buildings and a circular road system with access from Harrison Avenue NW (formerly known as Mud Bay Road) to the north.

That agreement was amended March 31, 2009 (see attachment) to extend the term from eight years to a total of ten years.

Subsequent to approval of the development agreement, the property owner applied for and received various permits for installation of improvements on the property, including street, water, sewer and stormwater improvements. Construction of these improvements has been underway and the permits remain valid at this time. (See Exhibit C of Amendment No. 2 to the Development Agreement for a list of these permits.)

The proposed Amendment No. 2 updates the development agreement to carry out the Olympia Comprehensive Plan, which states:

“The Kaiser Harrison Opportunity Area Plan identifies a preferred alternative for a mixed use, pedestrian and bicycle friendly neighborhood. The area is intended to be walkable, accessible by transit, and to provide amenities such as gathering spaces and outdoor seating...Future development and street improvements in this opportunity area will be consistent with the Kaiser Harrison Opportunity Area Plan.”

The proposed amendment recognizes the validity of the property owner’s existing permits for improvements on the property, which have been determined to be vested in accordance with provisions of state law and the Olympia Municipal Code. MPH Holdings agrees to apply to revise those permits to re-align street improvements from the former circular pattern to include north-south and east-west collector streets which include wider sidewalks on both streets, as well as bicycle lanes on the north-south street. The amendment adds an additional property to the south (3620 7th Avenue NW), providing for a complete north-south street connection from Harrison Avenue to 7th Avenue. These changes will increase walkability and bicycle use of the area.

The proposed amendment removes references to an office park, and provides for mixed land uses consistent with the current comprehensive plan and zoning. Development is still expected to occur in three phases. The agreement specifies that existing City development standards that will apply to each phase of development, except for deviations to be approved by the City Engineer as may be necessary for construction of the streets as shown in Exhibit B of Amendment No. 2. The term of the development agreement is extended to January 1, 2022, to coincide with the extension of existing stormwater permits under Department of Ecology rules.

This public hearing and decision are on the terms of Amendment No. 2 to a development agreement with MPH Holdings for the subject property. This Public Hearing is not a hearing or decision on the proposed development itself. Consideration of proposed development on the property will occur in the future as part of the review of permit applications after they are received by the City.

Legal Requirements for Development Agreements

Chapter 36.70B.170 of the Revised Code of Washington authorizes cities to enter into a written development agreement with a property owner. The City of Olympia's procedures for development agreements are contained in Chapter 18.53 of the Olympia Municipal Code (OMC).

Following is a brief summary of those procedures as they relate to the development agreement with MPH Holdings, LLC:

- The City Council is the authority to make a final decision on a development agreement.
- The City Council must hold a public hearing on the development agreement. Notice was provided for tonight's hearing consistent with the City's public notice requirements (OMC 18.78.040).
- A development agreement must be heard by the City Council prior to consideration of any related project application.
- A development agreement may address the development standards and other provisions that apply to the proposed development and vest to the development, the time frame of the agreement, and any mitigation measures to address potential impacts of the agreement. The attached development agreement would not change any existing city regulations as they would apply to the development, but would ensure that current regulations apply to all phases of the development. The agreement includes exceptions for future state or federal regulations that may supersede the city's authority, and for new regulations addressing threats to public health and safety. The term of the draft agreement is ten years.
- Development agreements are recorded with Thurston County and remain in force and applicable to the property according to the terms of the agreement, even if the property is sold or transferred to another party.

Neighborhood/Community Interests (if known):

There was significant interest from throughout the community during the Kaiser-Harrison Opportunity Area Plan.

Options:

Following the close of the public hearing:

1. Approve the attached resolution approving the development agreement.
2. Do not approve the resolution.
3. Continue consideration of the resolution until a future Council meeting.

Financial Impact:

The denser mixed-use pattern of development enabled by the Amendment is likely to provide greater revenue per acre to the City.

Attachments:

Resolution
July 10, 2007 Development Agreement
March 31, 2009 Amendment to Development Agreement
Letter of Determination of Vested Rights

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AMENDMENT NO. 2 TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OLYMPIA AND MPH HOLDINGS, LLC FOR THE DEVELOPMENT OF REAL PROPERTY

WHEREAS, on July 10, 2007, the City of Olympia (the City) and MPH Holdings, LLC (the Developer) entered into a *Development Agreement for the Development of Certain Property* (the Agreement); and

WHEREAS, on March 31, 2009, the Parties entered into Amendment No. 1 to the Agreement, under which the time period of validity of the Agreement was extended; and

WHEREAS, pursuant to Section 22 of the Agreement, the parties wish to amend the terms of the Agreement in certain areas; and

WHEREAS, this amendment complies with RCW 6.70B.170 - .210; and

WHEREAS, pursuant to RCW 36.70B.200, the Olympia City Council held a public hearing on June 6, 2017, and considered testimony from the public and City staff on the proposed amendment to the Agreement's terms in certain areas; and

WHEREAS, this proposed amendment complies with RCW 6.70B.170 - .210;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. Approval of Amendment to Development Agreement. In accordance with RCW 36.70B.200, *Amendment No. 2 to the Development Agreement By and Between the City of Olympia and MPH Holdings, LLC for the Development of Certain Property* attached hereto and incorporated herein as Exhibit A, is hereby approved.
2. Conditions of Approval. The Development Agreement shall be null and void and no longer in legal effect unless the following occurs:

The Developer shall sign *Amendment No. 2 to the Development Agreement By and Between the City of Olympia and MPH Holdings, LLC for the Development of Certain Property* within ten (10) days of approval by the City of Olympia City Council. Also within ten (10) days of approval by the City of Olympia City Council, the Developer shall sign an acknowledgement that they have reviewed and agree to the terms in this Resolution. In addition, the Developer shall submit a request for deviation from the EDDS pertinent to Exhibit B to the City Engineer within ninety (90) days of their signature of *Amendment No. 2 to the Development Agreement By and Between the City of Olympia and MPH Holdings, LLC for the Development of Certain Property*. If an EDDS deviation request, consistent with Exhibit B to the Agreement, is not approved by the City Engineer within one hundred fifty (150) days of their signature (ninety days plus sixty days), the Development Agreement shall be null and void and of no legal effect. As part of the EDDS

deviation review, the City Engineer, in their discretion, may seek additional clarifications and more detail consistent with Exhibit B.

3. City Manager Authority. The City Manager is directed and authorized to execute on behalf of the City of Olympia Amendment No. 2 to the Development Agreement By and Between the City of Olympia and MPH Holdings, LLC for the Development of Certain Property, and to make any minor modifications as may be required and are consistent with the intent of the attached Amendment No. 2, or to correct any scrivener's errors.
4. Severability. The provisions of this Resolution are declared separate and severable. In any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of this Resolution or application of the provision to other persons or circumstances, shall be unaffected.
5. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and confirmed.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

City of Olympia
Records & Information Services
Public Works Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title(s) 1. DEVELOPMENT AGREEMENT
Reference Number(s) of Document (Auditor's number of previously recorded document, if applicable) – on page of attached document
Grantor(s) (last name first, then first name and initials) 1. M-FIVE FAMILY LIMITED PARTNERSHIP by James A. Morris, Managing Member Additional names are on page of attached document
Grantee(s) last name first, then first name and initials) 1. OLYMPIA, CITY OF Additional names are on page of attached document
Legal Description (e.g., lot, block, plat or section, township, range) TRACT B BLA 990629 ^{TC} 3245223 NW SE OF SECTION 7, TOWNSHIP 18N, RANGE 2W IN THURSTON COUNTY, WASHINGTON. Additional legal is on page 2 of attached document
Assessor's Property Tax Parcel Number 12817420900

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF OLYMPIA
AND MPH HOLDINGS, LLC, FOR THE
DEVELOPMENT OF CERTAIN PROPERTY**

THIS DEVELOPMENT AGREEMENT is made and entered into this 10 day of July, 2007, by and between the City of Olympia, an optional code Washington municipal corporation, hereinafter the "City," and MPH HOLDINGS, LLC, a limited liability company organized under the laws of the State of Washington, hereinafter " MPH" or "Developer."

RECITALS

1. The Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1)).
2. Under that same law, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement. MPH and the City have discussed the commencement of annexation proceedings for the subject property.
3. A development agreement made pursuant to that authority must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.
4. For the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3), except as further provided herein.
5. The City and MPH recognize development agreements must be consistent with the applicable development regulations



adopted by a local government planning under chapter 36.70A RCW.

6. This Development Agreement will be by and between the City of Olympia and the Developer (hereinafter the WEST OLYMPIA OFFICE PARK), which is located on Mud Bay Road/Harrison Avenue (hereinafter the "Property") with the Developer.

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1: *The Project.* The Project is the development and use of the Property, consisting of approximately 19 acres adjoining the City of Olympia. The proposal describes the Project as a multi-use commercial project. It is anticipated that MPH will be seeking approval of a Binding Site Plan upon the annexation of the property.

Section 2: *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3: *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

"Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

"Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

"Council" means the duly elected legislative body governing the City of Olympia.

"Director" means the City's Community Development Director.

"Effective Date" means the effective date of the Adopting Ordinance.



"EDDS" means the Engineering Design and Development Standards" adopted by the City of Olympia. See OMC 12.02.020.

"Existing Land Use Regulations" means the ordinances adopted by the City Council of Olympia in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards, and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules, and regulations of the City establishing standards in relation to the division of land, whether through the subdivision process, the EDDS, the binding site plan process, or otherwise, and building standards. This does not include any building or fire code that is state-mandated (See RCW 19.27.031), impact fees, mitigation fees, or any other fees or charges.

"Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is MPH Holdings, LLC.

"Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4: Exhibits. Exhibits to this Agreement are as follows:

Exhibit A - legal description of the Subject Property.

Exhibit B - Map showing Development Phases, including design of improvements consistent with current requirements of the City. This development agreement does not certify or pre-approve exhibit B as a binding site plan or for any other land use review or permits.

Section 5: Parties to Development Agreement. The parties to this Agreement are:

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The "City" is the City of Olympia, the mailing address of which is P. O. Box 1967, Olympia, Washington 98507.

As indicated above, the "Developer" or Owner is a private enterprise which owns the Subject Property, and whose mailing address is Post Office Box 11221, Olympia, Washington 98508.

The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6: *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7: *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of 6 years from the date of permit issuance not to exceed 8 years in total, unless extended or terminated as provided herein. Following the expiration of the term or any extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8: *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer under the existing land use regulations and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer. This does not include any building or fire code that is state-mandated (See RCW 19.27.031), impact fees, mitigation fees, or any other fees or charges.



Section 9: *Permitted Uses, Development Standards, & Phasing.* Whether developed in one phase or a series of phases as anticipated by Section 13, (a) the permitted uses, (b) the density and intensity of use, (c) the maximum height and size of proposed buildings, (d) provisions for reservation and dedication of land, (e) as noted above, the existing Land Use Regulations relating to among other items, the construction, installation and extension of public improvements, (f) the EDDS, and (G) development guidelines and standards for and applicable to the development of the Subject Property shall be those in effect as of the date of this Agreement, whether set forth in this Agreement, or in the permits and approvals, if any, identified herein, and all exhibits incorporated herein. This does not include any building or fire code that is state-mandated (See RCW 19.27.031), impact fees, mitigation fees, or any other fees or charges.

In addition, Developer hereby covenants and agrees that the development area shall not be used for single family or multifamily, except that mixed used buildings that have a residential component (rental, condo or other type of residential) are allowed. Such covenant shall run with the land and be binding on Developer's successors and assigns for the term of this agreement.

Section 10: *Modifications.* Any modifications from the approved permits or the exhibits attached hereto requested by MPH may be approved in accordance with the provisions of the City's code and under the existing Land Use Regulations, and shall not require an amendment to this Agreement.

Section 11: *Financing of Public Facilities.*

11.1. Developer acknowledges and agrees that it shall participate in the funding of its pro-rata share of the costs of public improvements to be financed thereby, in accordance with the provisions of this Agreement and SEPA. At the request of the Developer, the City shall consider the use of a local improvement district and other similar project-related public financing mechanisms for financing the construction, improvement, or acquisition of public infrastructure, facilities, lands and improvements to serve the Subject Property, whether located within or outside the Subject Property.



11.2. The City shall consider a latecomer's agreement when proposed by the Developer.

Section 12: *Existing Land Use Fees and Impact Fees.* Land use fees and impact fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Olympia Municipal Code.

Section 13: *Phasing of Development.* The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that, because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed and developed according to the design guidelines set forth upon Exhibit B, whether the development and construction is carried out in one phase or a series of phases as anticipated by Section 4 and this section.

Section 14: *Dedication of Public Lands.* Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals. Rights-Of-Way shall be dedicated to the City concurrently with final plat approval by the City for any phase of the development. As to such dedications, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.

Section 15: *Default.* Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any



terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Olympia Municipal Code or state law for violations of this Development Agreement and the Code.

Section 16: Termination. This Agreement shall expire and/or terminate as provided below:

16.1. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

16.2. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project substantially as contemplated by the design documents identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits, approvals and with this agreement.

16.3. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

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16.4. At the Option of the Developer, this Agreement shall terminate in the event that the property covered by the Agreement is not annexed into the City of Olympia by the 31 day of DECEMBER, 2008, upon the Developer giving the City written notice of its desire to so terminate.

16.5. If not earlier terminated, it shall terminate as provided upon the passage of the time periods set forth in §16.

Section 17: *Annexation & "Preferred Lease Zone" Provisions*

17.1. Pursuant to City sponsorship, the process to annex the area of which the property is a part has been commenced. The City agrees that it shall timely carry forth the procedures in relation to the consideration of the annexation of the property covered by this Agreement.

17.2. The City shall review the matter of recommending to Division of Real Estate Services of the State Department of General Administration that the property be included within the "Preferred Lease Zone" area maintained by the Division.

17.3. In the event that the Developer submits a request to annex the property, the City agrees that it shall process such request in a timely manner.

Section 18: *Effect upon Termination on Developer Obligations.* Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 19: *Effects of Termination on City.* Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other



terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination.

Section 20: *Assignment and Assumption.* The Developer shall have the right to sell, assign, or transfer this Agreement with all their rights, title, and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 21: *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 22: *Amendment to Agreement; Effect of Agreement on Future Actions.*

22.1. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement.

22.2. Nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during term of this agreement to the extent required by a serious threat to public health and safety.

22.3. So long as mutually agreed upon, nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations



relating to the Subject Property upon bases other than those set out in 22.2. In the absence of such mutual agreement by the Parties, any such amendment may not become effective earlier than the termination date of this agreement.

Section 23: *Releases.* Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 24: *Notices.* Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Manager and the Director of Community Planning and Development. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 25: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Thurston Superior Court or the U.S. District Court for Western Washington.

Section 26: *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.



Section 27: Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.


Section 28: Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

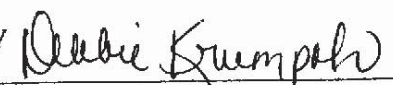
MPH HOLDINGS, LLC:

By  M.M.
Its Managing Member

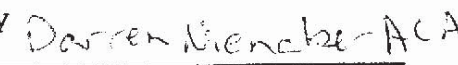
CITY OF OLYMPIA:

By 
Its Mayor

ATTEST:

By 
City Clerk

APPROVED AS TO FORM:

By  Darren Nienaber - ACA
City Attorney

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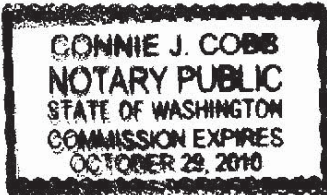
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COUNTY OF THURSTON) : ss.

I certify that I know or have satisfactory evidence that Mark Foutch ~~and~~ _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor ~~and Clerk-treasurer, respectively,~~ of the City of Olympia, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 11, 2007



Connie J. Cobb
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, Residing at: Olympia
My appointment expires: 10/29/10

STATE OF WASHINGTON)
: ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that James A. Morris signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of MPH Holdings, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 16, 2007



Nancy E. Lenzi
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, Residing at: Rochester
My appointment expires: 6-9-08

EXHIBIT "A"

WESTCAP OFFICE PARK-

Site Plan SP1.0 (April 2007)

This exhibit does not meet Thurston County's recording requirements for legibility.

To view or request a copy, please contact the
City of Olympia, City Clerk's Office at
360-753-8325, 900 Plum St, SE, Olympia, WA.

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EXHIBIT "B"

WESTCAP OFFICE PARK-

Phasing Plan SP2.0 (April 2007)

This exhibit does not meet Thurston County's recording requirements for legibility.

To view or request a copy, please contact the
City of Olympia, City Clerk's Office at
360-753-8325, 900 Plum St, SE, Olympia, WA.

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Ordinance No. ~~6631~~

AN ORDINANCE approving *Amendment No. 1 to the Development Agreement By and Between the City of Olympia and MPH Holdings, LLC for the Development of Certain Property.*

WHEREAS, on July 10, 2007, the City of Olympia ("City") and MPH Holdings, LLC ("Developer"), entered into a *Development Agreement for the Development of Certain Property* ("Agreement"); and

WHEREAS, the term of the Agreement was to run for a period of six years from the date of permit issuance not to exceed eight years in total, unless extended or terminated as provided in the Agreement; and

WHEREAS, pursuant to RCW 36.70B.200, the Olympia City Council held a public hearing on March 31, 2009 and considered testimony from the public and city staff on a proposed amendment to extend the term of the Agreement; and

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Approval of Amendment to Development Agreement. In accordance with RCW 36.70B.200, *Amendment No. 1 to the Development Agreement By and Between the City of Olympia and MPH Holdings, LLC for the Development of Certain Property* attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

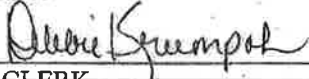
Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This ordinance shall take effect five (5) days after publication, as provided by law.



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

April 28, 2009

APPROVED:

April 28, 2009

PUBLISHED:

April 30, 2009

EXHIBIT A

**AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF OLYMPIA
AND MPH HOLDINGS, LLC, FOR THE
DEVELOPMENT OF CERTAIN PROPERTY**

THIS AMENDMENT is made and entered into this _____ day of _____ 2009, by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the "City"), and **MPH HOLDINGS, LLC**, a Washington limited liability company (the "Developer").

RECITALS

1. On July 10, 2007, the City and the Developer entered into a *Development Agreement for the Development of Certain Property* ("Agreement").
2. The term of the Agreement was to run for a period of six years from the date of permit issuance not to exceed eight years in total, unless extended or terminated as provided in the Agreement.
3. The City and the Developer desire to amend the Agreement to extend its term.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 7 of the Agreement, *Term of Agreement*, is hereby amended to read as follows:


Section 7: Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of ~~6~~ eight (8) years from the date of permit issuance not to exceed ~~8~~ ten (10) years in total, unless extended or terminated as provided herein. Following the expiration of the term or any extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

2. All remaining provisions of the *Development Agreement by and Between the City of Olympia and MPH Holdings, LLC, for the Development of Certain Property* dated July 10, 2007 and not here amended or supplemented shall

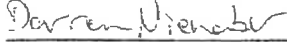
remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have executed this Amendment No. 1 to the Agreement as of the date and year written above.

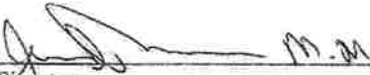
CITY OF OLYMPIA

By: 
Doug Mah, Mayor

APPROVED AS TO FORM:


Deputy City Attorney

MPH HOLDINGS, LLC:

By:  M.M.
Signature
Print Name: James A Morris
Its Manager Member

\\Nemo\ProLaw\Documents\Land Use\Development Agreement\07-1786\23450.doc



SCALE 1"=50 FEET

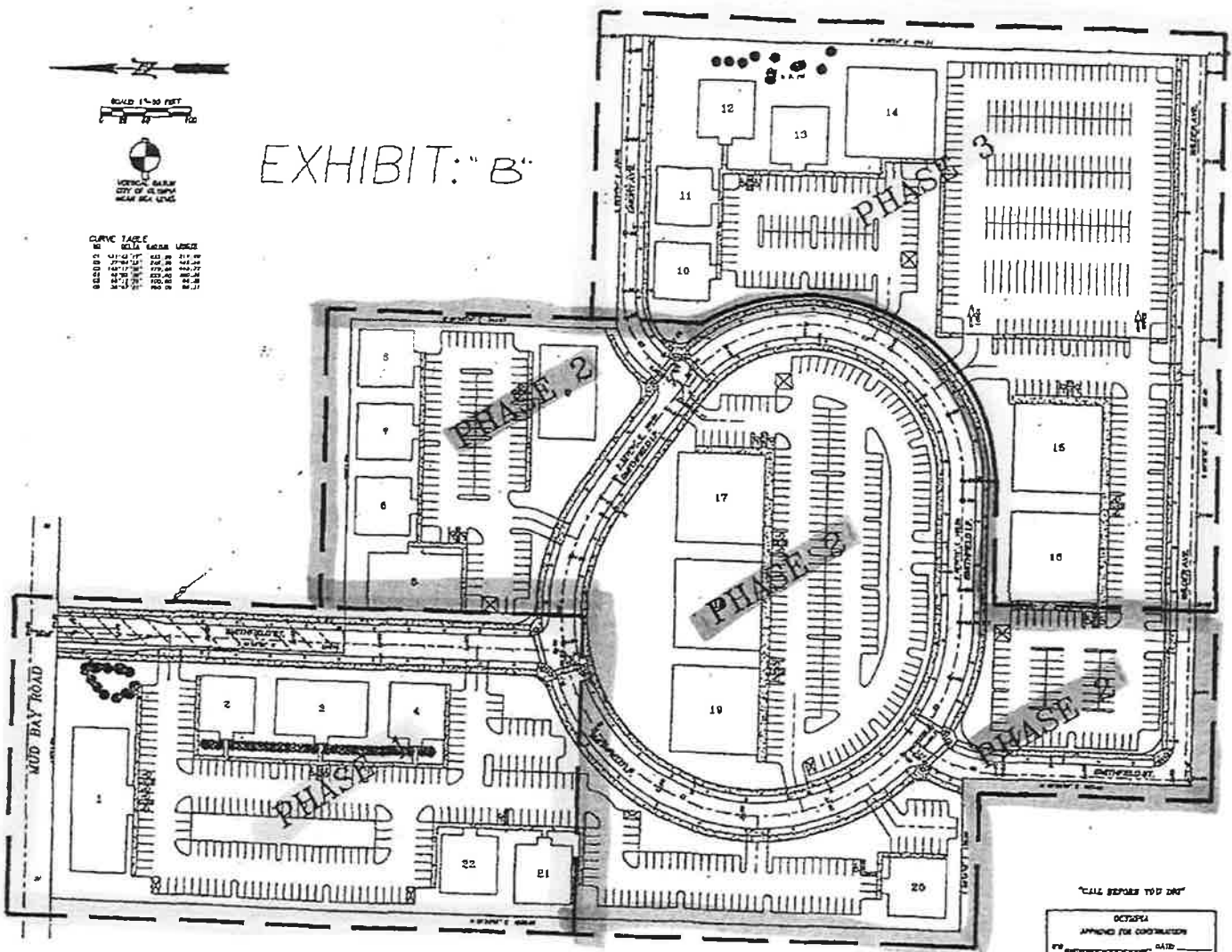


CITY OF JOLIET
SEAL

EXHIBIT: "B"

CURVE TABLE

SECTION	PI	PC	PT	LC	EA	EB	EC	ED	EA	EB	EC	ED
1	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
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PROFESSIONAL ENGINEERING SERVICES INC. JACK OLSON, P.E. 3041 GARDEN LANE, #100 JOLIET, IL 61731 (815) 746-7477
MPH HOLDINGS 1011 N. WASHINGTON JOLIET, IL 61731 (815) 746-4548
BRACY & TROMAS LAND SURVEYORS 1011 N. WASHINGTON JOLIET, IL 61731 (815) 746-4548
PHASING PLAN Project: WESTCAP OFFICE PARK JOLIET, ILLINOIS
Date: 2/11 Author: JAC Date: 2/11 Checked: JAC Date: 2/11 Title: SP2.0

"CALL BEFORE YOU DIG"

OCTOPIA
 APPROVED FOR COORDINATION
 BY "ENGINEER FOR DESIGN" DATE: _____
 APPROVAL OFFICE: _____





May 30, 2017

To Whom It May Concern:

SUBJECT: Project #17-2085, 4501 Harrison Avenue NW

This is an Administrative Determination by the City of Olympia Community Planning and Development Department that the following permits remain vested to the standards applicable at the time of submittal.

- 08-2218-ACCC-0 Engineering application
- 08-2218-ENSP- Engineering Plat
- 08-2218-SEWR-0 Sewer Main Permit
- 08-2218-Site-0 Engineering Site Work
- 08-2218-STRE-0 Street Improvements
- 08-2218-STRM-0 Stormwater Improvements
- 08-2218-WATR-0 Water Main Permit

This Administrative Determination may be appealed to the Hearing Examiner pursuant to the authority and requirements of Chapters 18.75 and 18.82 of the Olympia Municipal Code. An appeal must be filed within fourteen (14) days from the date of this letter. The letter must be accompanied by a \$1,000 appeal fee.



Keith Stahley, Director
Community Planning and Development Department



City Council

Approval of Activities and the Start of the Public Process Period for Community Development Block Grant Funding for Program Year 2017

Agenda Date:
Agenda Item Number: 6.A
File Number: 17-0602

Type: decision **Version:** 1 **Status:** Other Business

Title

Approval of Activities and the Start of the Public Process Period for Community Development Block Grant Funding for Program Year 2017

Recommended Action

Committee Recommendation

The General Government Committee recommends approval of the draft Program Year (PY) 2017 Community Development Block Grant (CDBG) Annual Action Plan and the commencing of the public process period, from June 7 - July 7, 2017.

City Manager Recommendation:

Consider the activities for the draft PY 2017 CDBG Annual Action Plan and the commencement of the public process period, June 7 - July 7, 2017.

Report

Issue:

Whether to approve the recommended activities included in the draft PY 2017 CDBG Annual Action Plan and release them for public comment.

Staff Contact:

Anna Schlecht, Community Service Programs Manager, Community Planning & Development,
360.753.8183

Presenter(s):

Leonard Bauer, Deputy Director, Community Planning & Development
Anna Schlecht, Community Service Programs Manager

Background and Analysis:

Overview: The General Government Committee forwarded recommendations for the draft PY 2017 CDBG Annual Action Plan. Council action is needed to either approve or revise the recommended

activities and allow staff to release the draft PY 2017 CDBG Annual Action Plan for public comment. All recommended activities must be: 1) CDBG eligible as detailed in CFR 24 Part 570; and, 2) most likely to be completed by the spend-down deadline of June 30, 2018.

Council may also consider how these recommended activities support regional goals for housing, homeless services, social services and economic development. Additionally, the Council may consider the potential impact of proposed federal budget cuts to reduce or eliminate the CDBG Program. As required by our Citizen Participation Plan, the draft PY 2017 Annual Action Plan will be made available for 30 days of public comment, June 7 - July 7, 2017.

PY 2017 CDBG Public Timeline and Public Process: The public process for the draft PY 2017 CDBG Annual Action Plan began with the General Government Committee’s (GGC) November 2016 agenda including initial discussions of funding priorities. The General Government Committee held another discussion at their February 3, 2017, meeting and directed staff to hold a CDBG Open House to solicit ideas from CDBG stakeholders. Two Open Houses were held on April 12 and 13, 2017, and followed the Committee’s direction to solicit ideas rather than more formal proposals. A record of the participants and their ideas is attached along with a comprehensive listing itemized as **“Total Requests - PY 2017 CDBG Program”**.

The General Government Committee reviewed the results of the Open Houses and developed these recommendations at their April 26 meeting. Once the draft PY 2017 Annual Action Plan is completed, the City’s CDBG **“Citizen Participation Plan”** requires that the City holds a public process to allow for a 30-day Citizen Participation Process to solicit public comments, during which a public hearing will be held. An overview of the City’s public process is as follows:

February 3, 2017	General Government Committee review
April 12 & 13, 2017	CDBG Open Houses
April 26, 2017	General Government Committee develops recommendations
June 6, 2017	Council Action to Start Public Process for Draft Plan
June 7 - July 7, 2017	Public Comment Process
June 20, 2017	CDBG Amendments Public Hearing
July 11, 2017	Council Approval - Consent Calendar
July 15, 2017	Submit PY 2017 CDBG Annual Action Plan to HUD

Amount and Source of CDBG Funds: The City estimates there will be approximately \$475,000 in CDBG funds for the PY 2017 Annual Action Plan. This includes \$350,000 from the federal CDBG fund distribution, supplemented by an additional \$125,000 in new program income. These funds must be allocated for activities that will expend funds in a timely manner by June 30, 2018 as detailed in the attached **“CDBG Program Regulations”**.

If the City receives additional program income from past housing rehabilitation loans in excess of projections, staff will advise the Council of an opportunity for additional allocations. If less than the anticipated amount of Program Income is received, staff recommends that the lesser amount be allocated to housing rehabilitation activities.

Committee Recommended Activities:

After considering other options, the General Government Committee recommends the following projects for the CDBG Program Year 2016 Action Plan. The recommendations follow the committee's previous recommendation that the Five-Year CDBG Consolidated Plan strategies prioritize housing rehabilitation and social services, a change from the original priority of economic development established in the initial plan.

The recommendations include the following:

- 1) **\$90,000 Program Administration** essential to continue the City's CDBG program in a compliant manner with federal requirements.
- 2) **\$65,000 Section 108 Debt Service:** Required repayment of CDBG Section 108 Loan Guarantees which previously funded downtown safety projects (ADA curb cuts and alley lighting projects)
- 3) **\$55,000 CRC Downtown Ambassador Program** Street outreach portion of the walking Ambassador Program that provides referrals and limited services to homeless, mentally ill and other street dependent people. ***Please note:*** *this contains 10% Activity Delivery Costs for staffing. (continuing existing program)*
- 4) **\$75,000 Crime Prevention Through Environmental Design (CPTED)** Program intended to provide loan funds to projects that increase safety and reduce crime downtown. ***Please note:*** *this contains 10% Activity Delivery Costs for staffing. (continuing existing program)*
- 5) **\$100,000 Interfaith Works Year-Round Day Center** secure an appropriate location for a potential year round facility, offering a day center for both cold weather and warm weather. Optionally, the Day Center could ultimately serve as part of a 24/7 facility that provides accommodations for homeless, mentally ill and street dependent people during the day and emergency shelter housing at night. ***Please note:*** *up to \$35,000 of funding can be utilized for social services and \$65,000 must be utilized on facility related costs such as tenant improvements, long term lease or property purchase).*
- 6) **\$25,000 Economic Development Council's Business Training program** for low and moderate income entrepreneurs and business owners. ***Please note:*** *this contains 10% Activity Delivery Costs for staffing.*
- 7) **\$35,000 Olympia Downtown Association's Business Training and Technical Assistance Program** for low and moderate income entrepreneurs and business owners. ***Please note:*** *this contains 10% Activity Delivery Costs for staffing.*
- 8) **\$30,000 - Housing Rehabilitation:** Funding for housing rehabilitation projects that improve the quality of existing housing for low and moderate income people. Housing Rehabilitation projects can involve property acquisition if the project includes both purchase and housing rehabilitation. ***Please note:*** *These funds will supplement ongoing housing rehabilitation*

projects. Contains 10% Activity Delivery Costs for staffing.

CDBG Background

CDBG Purpose: The Community Development Block Grant (CDBG) Program was created as a “bundled” federal aid program intended to aid the development of viable urban communities, by providing:

- decent housing;
- a suitable living environment; and,
- expanding economic opportunities,

Projects should principally benefit persons of low and moderate income. The program was designed with flexibility to allow communities to determine how to meet the specific local needs of low-moderate income individuals.

CDBG Annual Action Plan Referral: Every year the Council refers the initial review of the CDBG Program to General Government Committee for the purpose of developing recommendations on priorities and the public process for the coming program year.

Options for CDBG-funded Activities: The City is entering its final year of the current CDBG Five-Year Consolidated Plan (2013 - 2017) which identifies the following five key strategies:

- ? **Housing Rehabilitation - *PRIORITY***
Examples: Renovation of Smith Building to create housing units. Can include both acquisition and rehabilitation as conducted by Homes First!
- ? **Public Services - *PRIORITY***
Examples: Capital Recovery Center Ambassador Program.
- ? **Public Facilities**
Examples: Providence Community Care Center.
- ? **Land Acquisition**
Examples: Purchase of Griswold’s Building.
- ? **Economic Development**
Examples: Business training programs; CPTED Safety projects.

The above five priorities were identified in the City’s strategic plan, the Five-Year Consolidated Plan (2013 - 2017). While Housing Rehabilitation and Public Services were identified as the highest priorities for the current annual action plan, the other three identified strategy areas are also eligible. Additionally, the Council could decide to add other CDBG-eligible strategic goals based on current conditions not anticipated at the time of the Five-Year Consolidated Plan development.

Proposed Federal Cuts to the CDBG Program

The federal administration recently released its proposed federal fiscal year 2018 budget (October 1, 2017 - September 30, 2018), which proposes the elimination of the Housing and Urban Development Department's **Community Development Block Grant (CDBG) Program**, and the transfer of all fiscal support for block grant program activities to the State and local level. Federal officials report this decision is based on HUD studies which found that CDBG is increasingly not well targeted to the poorest communities and has not demonstrated a measurable impact on communities. The Budget also proposes the elimination of HUD's *HOME Investment Partnerships Program*. Both of these programs are the primary sources of funding for the County's Homeless Housing Plan.

Neighborhood/Community Interests (if known):

The federal CDBG Program offers a flexible source of funding to meet a wide variety of affordable housing, social service, economic development and other community development needs. All neighborhoods and community stakeholders have an interest in how CDBG funds are invested in community development programs and projects.

Options:

1. Accept recommended activities or consider revisions for the PY 2017 CDBG Annual Action Plan and commence public process, June 7th - July 7th, 2017.
2. Reject recommended activities, request additional information to develop revised draft recommendations, and delay the release of the PY 2017 CDBG Annual Action Plan. [Note: This option may jeopardize the City's ability to meet HUD-required schedule for adoption of CDBG PY 2017 Action Plan.]

Financial Impact:

Staff estimates there will be approximately \$475,000 in federal CDBG funding that can be included in a PY2017 CDBG Annual Action Plan.

Attachments:

Committee Recommendations - CDBG Program Year 2017

Open House Comments PY 2017 CDBG Program

Total Requests - PY 2017 CDBG Program

CDBG Program Regulations

Olympia CDBG Program - Annual Cycle

Draft CDBG PY 2017 Annual Action Plan

COMMITTEE RECOMMENDATIONS - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ProgramYear 2017 (*September 1, 2017 – August 31, 2018*)

ACTIVITY	Description	CDBG ACTIVITY CATEGORY	Proposed CDBG Activity Allocations
General Program Administration	Staffing required to run a compliant program (<i>planning, reporting, documentation of compliance, etc..</i>)	Planning & Administrative Costs	\$90,000 (20% Allowed)
Section 108 Debt Service	Repayment on prior year Section 108 loan guarantee funded downtown safety projects	N/A	\$65,000
Business Training	Training Economic Development Council – “Tune-Up” Business Training	Economic Development	\$25,000*
Business Training & Technical Assistance	Training & assistance Olympia Downtown Association - New Partnership to offer Downtown-based Business Training & Technical Assistance	Economic Development	\$35,000*
Public Facility	Day Center Interfaith Works Year-Round Day Center – Combined warming center & year round center, with potential for 24/7 Facility that provides both day center and night shelter in single facility.	Public Facility (Community Center)	\$100,000*
Social Services	Capital Recovery – Downtown Ambassador Program	Public Services (Social Services)	\$55,000*
Public Facilities / Economic Development	Crime Prevention Through Environmental Design (<i>Alley Lighting Alcove Gates, Security Lighting, Security Cameras, etc</i>)	Economic Development	\$75,000*
Housing Rehabilitation (<i>Loan Program to rehab housing for low income tenants</i>)	Housing Rehabilitation Projects Continued from PY 2016	Housing Rehabilitation	\$30,000* (<i>Indexed to actual program income receipts</i>)
	TOTAL Preliminary Staff Recommended Options		\$475,000

*Allocated amounts include Activity Delivery (ADC) costs

PRELIMINARY STAFF RECOMMENDATIONS - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Program Year 2017 (*September 1, 2017 – August 31, 2018*)

April 12, 2017

Olympia CDBG Program – PY 2017 Open House on Funding Priorities

ATTENDEES AFFILIATIONS & PRIORITIES

Erica Cooper **Olympia Downtown Association & Orca Real Estate**
Priorities: Downtown CPTED Projects: Alcove gates; Fencing; Alley lighting

Timothy McKinley **Homes First**
Priorities: Support for innovative housing projects

Kevin Sparks **Homes First**
Priorities: Continued City funding for scattered-site housing model. This avoids the high concentrations & potential negative impacts of high density low income housing projects. Strategically purchase properties in high amenity areas (public transportation, affordable shopping, schools. Parlays the aggregate value of their property portfolio to leverage funding to purchase new housing units. High percentage of their portfolio: permanent supportive housing
NEXT BIG FOCUS: Senior Citizen housing. Currently facilitating a Senior Housing work group to develop models

April 13, 2017

Olympia CDBG Program – PY 2017 CDBG Open House on Funding Priorities

ATTENDEES AFFILIATIONS & PRIORITIES

Danny Kaden **Interfaith Works:**
Pre-development costs for County Housing Pipeline projects
Tied to Draft Five Year Homeless Housing Plan

Meg Martin **Interfaith Works:**
Day Center/Warming Center Funding for a 24/7 year-round day center/shelter program housed on the first floor of a multi-floor permanent supportive housing project to be centrally located to maximize access. *Tied to Draft Five Year Homeless Housing Plan*

Todd Cutts **Olympia Downtown Assn.: (All tied to Downtown Strategy Plan)**
1) \$30,000 - Façade Improvement Matching Grant Program along with technical assistance on façade improvements – ODA sub-recipient
Special Economic Activities

Comments

2) **\$100,000 Comprehensive Downtown Image Campaign** – development of a marketing and strategy effort. **Community Planning**

3) **\$30,000 Alcove Gate Matching Grant Program:** Comprehensive approach to assessing needs, issuing a competitive bidding process via RFP and managing actual projects

4) **\$25,000 Nightlife/Safety Plan** Development of a Nightlife/Safety Plan. Comprehensive program to assess needs, develop actions to address

5) **\$35,000 Economic Training/Assistance Resource** ODA partnership with other economic development entities to station a resource staffer at the ODA offices to serve as a trainer and technical assistance resource.

(Also tied to Thurston Thrives – Economic Strategy Map)

Derek Harris

Community Youth Services

Housing Plan & implementation for households at and below 80% of the median family income (part the Downtown Strategy Housing Element)

Leveraged funding for Housing Pipeline projects (Pre-development or direct project funding) ***(Tied to Thurston Thrives Housing Strategy Map & Draft 5-Year Homeless Housing Plan)***

Social services – Rosie’s place, street outreach and other programs serving street dependent youth ***(Tied to Five Year Homeless Plan)***

Homeless Planning Support Homeless planning assistance via the Homeless Housing Hub ***(Tied to Draft 5-Year Homeless Housing Plan)***

Trish Gregory

Family Support Center

Housing Pipeline assistance (Pre-development or direct project funding)

Social services – homeless and low income families ***(Tied to Draft 5-Year Homeless Housing Plan)***

Celia Nightingale

The EDC Center for Business & Innovation

Business training and assistance to repeat the highly successful “Tune-Up” program. ***(Tied to Thurston Thrives – Economic Strategy Map)***

PROGRAM YEAR 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – TOTAL REQUESTS

OVERVIEW: This document presents a comprehensive listing of all proposed activities, including those requests for continued funding from last year’s program; internal requests from other departments; and, recommendations gathered through the CDBG Open House process. **Please note:** the City did not utilize a Request for Proposal process, as a result some requests were presented orally without detailed budgets or outcomes, while others are listed without details. Some requests are recommended for funding as part of a larger activity rather than a line item as proposed by an agency – designated by yellow highlighting. All Committee selected activities will be further developed with clear budgets, deliverables and other information for the DRAFT PY 2017 CDBG Annual Action Plan.

HUD Category	Agency / Business	Activity	Deliverables	Costs	Staff Recommended Action & Rationale
General Program Administration	City of Olympia	Planning & administration of CDBG Program	Compliant CDBG Program	\$90,000	Required
Section 108 Loan Guarantee Debt Service	City of Olympia	Repayment of Section 108 loan	Satisfaction of HUD Section 108 Loan Guarantee Agreement	\$65,000	Required
Economic Development Activities	Economic Development Council	“Tune-Up” Business Training	30 Olympia Businesses Trained	\$25,000	Recommended for CDBG funding. High-impact community development project to support businesses
	Olympia Downtown Assn	Façade Improvement Matching Grant Program	To be determined	\$30,000	<i>Recommended as part of CPTED Funding. High impact public safety project in the urban core</i>
	Olympia Downtown Assn	Branding & Marketing Plan	Development of a marketing plan to strengthen downtown Olympia’s business district	\$100,000	No CDBG planning funds available
	Olympia Downtown Assn	Nightlife/Safety Plan	Creation of a viable plan to make downtown safer	\$25,000	No CDBG planning funds available

	Olympia Downtown Assn	Alcove Gate Matching Grant Program	To be determined	\$30,000	Recommended as part of CPTED Funding. High impact public safety project in the urban core
	Olympia Downtown Assn	Downtown Economic Training/Assistance Resource	To be determined	\$35,000	Recommended for CDBG Funding. High impact community development project to off-set concentrated social services in the urban core
Public Facilities	Interfaith Works	Year-round Day Center, centrally located to ensure access	Provide year-round day center for homeless and street dependent people	\$100,000	Recommended for CDBG funding. Critically needed community center for homeless and street dependent people with no other resources, mitigates negative impact on the business sector
	City of Olympia Public Works	Downtown Safety Projects	Alley lighting creates safe walks and reduces crime in alleyways in the urban core	\$75,000	Recommended as part of CPTED Funding. High impact public safety project in the urban core
Public Services	Capital Recovery Center	Ambassador Street Outreach Program	Serving up to 150 homeless, mentally ill and street dependent people monthly	\$55,000	Recommended for CDBG funding. Critically needed street outreach and referrals for homeless & street dependent people.
	Community Youth Services	Street Outreach Program to Youth	Serving up to 40 street dependent youth per day	\$25,000	Not recommended for funding – limited resources due to 15% cap
Housing Rehabilitation	Homes First	Housing Acquisition/rehabilitation Projects – senior housing	To be determined	\$50,000 - \$100,000	Recommended as a continuation of the prior year housing rehab program.
	CYS	Housing Projects – as called out in the Five	To be determined	To be determined	See above

		Year Homeless Housing Plan			
	Family Support Center	Housing Projects – as called out in the Five Year Homeless Housing Plan	To be determined	To be determined	See above
Community Planning Activities	CYS	Ongoing support for the Homeless Housing Hub and Five-Year Plan process	Enhanced coordination of the Countywide network of homeless resources	Part of CDBG Planning & Administrative Costs	<i>Recommended as part of CDBG Administration</i>
	CYS	Ongoing development of the Olympia Downtown Strategy Housing Element’s section on housing for people at and below 80% of the median family income	Well developed resources to support housing for low and moderate income people in the urban hub	Part of CDBG Planning & Administrative Costs	<i>Recommended as part of CDBG Administration</i>

Community Development Block Grant Program – Federal Regulations

Following is a listing of key regulations that affect the Olympia's Community Development Block Grant (CDBG) Program:

1. **Eligible Activities:** CDBG funds must be allocated for clearly identified, specific projects or programs that meet federal regulations for eligible activities (CFR 24 Part 570).
2. **Timely Use of Funds:** HUD regulations stipulate that the City spend CDBG funding in a *“timely manner” and not to be “Banked” indefinitely for the future.* Specifically, the regulations require the City to *“spend down”* to 1.5 times its current grant. The regulatory intent is to ensure that tax-payers money is used promptly to meet community needs. In PY 2017, the ***initial target amount is to spend down to \$525,000 by June 30, 2018.*** Because of the difficulty in estimating CDBG Program Income, the City often amends its current Annual Action Plan at some point during the program fiscal year in order to fund projects that will expend money in a timely fashion.
3. **Social Services Cap:** Funds for direct social services are capped at 15% of total CDBG expenditures. However, the City is not required to fund social services each year.
4. **Administration Cost Cap:** The City can only spend 20% of total funds on general administration of the CDBG Program. However each activity line item can include the direct costs of activity management. Typically, the cost of activity delivery is estimated at up to 10% of the total activity cost.
5. **Benefit to Low & Moderate Income People:** Over a rolling 3-year period, at least 70% of the City's CDBG expenditures must provide benefit to low-to-moderate income people.

OLYMPIA CDBG PROGRAM – ANNUAL CYCLE

PROGRAM YEAR ENDS

PROGRAM YEAR STARTS



SUBMIT ANNUAL ACTION PLAN

PREPARE ANNUAL REPORT (CAPER)

JUL

OCT

ANNUAL REPORT (CAPER)
PUBLIC HEARING

COUNCIL DEVELOPS GOALS FOR CDBG

CITY OF OLYMPIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBMIT ANNUAL REPORT (CAPER)

APPROVE ANNUAL ACTION PLAN

JUN

NOV

ANNUAL ACTION PLAN
PUBLIC HEARING

ANNUAL MILESTONES

- COUNCIL ACTION
- PUBLIC PROCESS
- COMPLIANCE

- REVIEW: Council Review of Process and Priority Strategies for coming Program Year

MAY

DEC

DEVELOP DRAFT ANNUAL ACTION PLAN

RECOMMENDATIONS 4/26/17:
Forward to Council for Annual Action Plan

APR

JAN

MAR

FEB



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROGRAM YEAR 2017 ACTION PLAN

CITIZEN SUMMARY



Clockwise from top left: Downtown Warming Center, Downtown Ambassador / Street Outreach Program, Business Training, Downtown Safety Projects, Housing Rehabilitation.

OLYMPIA CITY COUNCIL

- Position 1 **Cheryl Selby, Mayor**
- Position 2 **Jessica Bateman**
- Position 3 **Nathaniel Jones, Mayor Pro Tem**
- Position 4 **Clark Gilman**
- Position 5 **Julie Hankins**
- Position 6 **Jeannine Roe**
- Position 7 **Jim Cooper**

CITY OF OLYMPIA STAFF

Community Planning & Development Department

- Director **Keith Stahley**
- Deputy Director **Leonard Bauer**
- Business Manager **Karen Kenneson**
- Housing Program Manager **Anna Schlecht**
- Housing Program Assistant **Tiffany Reid**

Program Year 2017 Community Development Block Grant Annual Action Plan
FOCUS: Social Services & Housing Rehabilitation

OVERVIEW

The federal Community Development Block Grant (CDBG) Program, administered by the Department of Housing and Urban Development (HUD), is a flexible program intended to develop viable urban communities by providing: 1) decent housing; 2) a suitable living environment; and 3) expanding economic opportunities, principally for low- and moderate-income people.

STRATEGIC GOALS

The City of Olympia identified two strategic goals for this program year – **Social Services** and **Housing Rehabilitation**; however the City will continue to work on **Economic Development** as well. Following is a four-page “Citizen’s Summary” with key information from the **Olympia Community Development Block Grant Program Year (PY) 2017 Annual Action Plan**, which runs from September 1, 2017 - August 31, 2018.

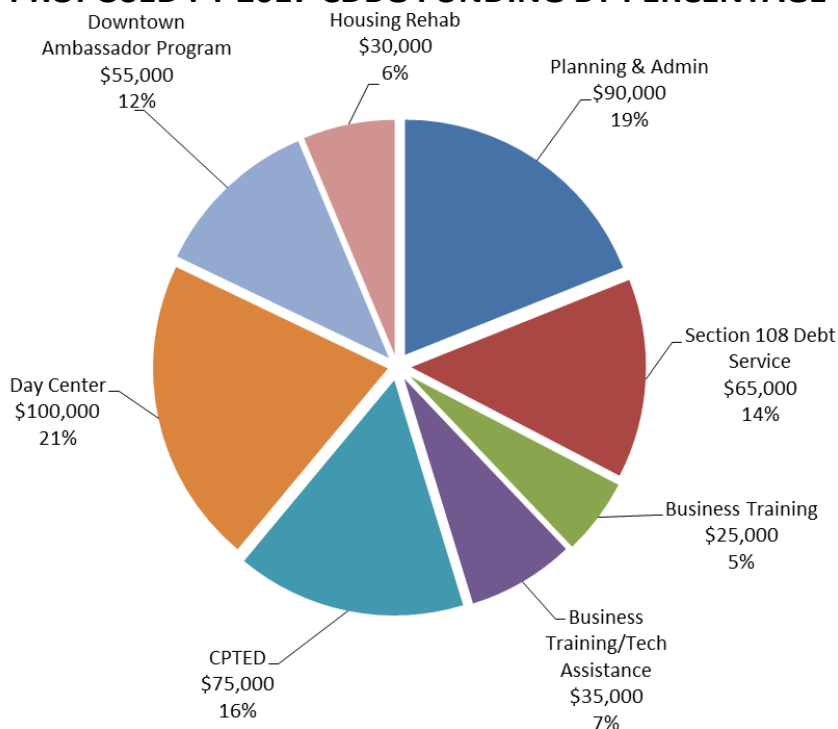
PROPOSED CDBG-FUNDED ACTIVITIES

The following activities will receive funding during the PY 2016 Program Year:

\$30,000*	Housing Rehabilitation
\$100,000	Community Center – Interfaith Works Year-round Day-Center
\$75,000	CPTED** Downtown Safety & Façade Improvement
\$35,000*	Micro Enterprise Training & Assistance – Olympia Downtown Assn.
\$25,000*	Small Business Assistance – Economic Development Council
\$55,000*	Downtown Ambassador Program
\$65,000	HUD Section 108 Loan Re-payment - Required
\$90,000	Program Administration - Required
\$475,000	TOTAL PROPOSED PY 2016 CDBG FUNDING

*Includes estimated 10% “Activity Delivery Costs” (ADC) necessary for managing these programs
 **Crime Prevention through Environmental Design (CPTED)

PROPOSED PY 2017 CDBG FUNDING BY PERCENTAGE



PUBLIC COMMENT

The public comment period runs from June 7 – July 7, 2017, offering the following options:

- **Written comments** care of the Olympia City Council, 601 4th Ave E, Olympia, WA 98501
- **Emails** via councilmembers@ci.olympia.wa.us,
- **Phone calls** to the City Council at 360-753-8244
- **Public hearing** - 7 pm, Tuesday June 20th at Olympia City Hall.

ANTICIPATED RESOURCES

The City anticipates the following financial resources:

\$350,000	New CDBG entitlement funds will be allocated to Olympia for PY 2017
<u>\$125,000</u>	<u>Anticipated Program Income</u>
\$475,000	Total anticipated resources for the PY 2017 CDBG Program

OTHER RESOURCES

In calendar year 2017, the City of Olympia also allocated \$77,568 from the general fund to address emergency shelter, transitional housing, daycare, homeless outreach, and other anti-poverty programs through the Community Investment Program (CIP) in partnership with the cities of Lacey and Tumwater and Thurston County.

Federal Regulatory Caps on CDBG Expenditures

The federal CDBG Program operates with a number of regulatory caps intended to balance the use of funds. Following are the key regulatory caps affecting the Olympia CDBG Program:

Social Services Cap: Federal CDBG regulations require a 15% cap on social services spending, calculated by adding the prior program year's actual program income received to the current program year's grant award. For PY 2017 the following calculation summarizes social services spending:

\$616,584	Total CDBG funds for Social Service cap calculation
	<i>Potential 15% maximum available for social service allocations = \$92,488</i>
\$55,000	9% Proposed Social Services Allocations (<i>Downtown Ambassador Program</i>)

Administration Costs Cap: CDBG regulations provide for up to 20% general administrative costs. Following is a breakdown of these recommended categories of expenditures:

\$385,000	CDBG Activities (<i>identified above</i>)
\$ 90,000	General Administration – 19% of total funds (<i>regulatory cap = 20%</i>)
<u>\$ 0</u>	<u>Direct Service Delivery Expenses (<i>no funds allocated</i>)</u>
\$475,000	Total PY 2017 Projected Expenditures

Geographic Distribution

70% Benefit to Low and Moderate Income People: CDBG is intended to primarily benefit low- and moderate-income people, defined as people with incomes less than 80% of Thurston County's median family income. This includes people who are presumed eligible because they are severely disabled, homeless, along with others. This 70% benefit ratio is determined over the City's three-year certification period.

In PY2017 the City of Olympia will direct 100% of CDBG funds to projects and programs benefiting those with low- to moderate-incomes (LMI) and to economic development projects. All projects benefiting geographical areas will be located in designated low- to moderate-income areas.

BENEFICIARIES

Federal regulations require that CDBG funds primarily benefit low and moderate income (LMI) people, with 70% of the funds assisting LMI people and households. The following chart presents those that this year’s funding will benefit:

Recipient	Project	Outcomes	Strategic Goal(s) Met	HUD CDBG Objective(s) Met	Proposed PY 2016 Award
	Planning & Administrative Costs	Staffing required to run a compliant program			\$90,000
	Section 108 Debt Service	Repayment on a prior year Section 108 loan			\$65,000
Economic Development Council	Business Training	“Tune-Up” Business Training	Economic Development	Low/mod limited clientele, microenterprise (LMCMC)	\$25,000*
Olympia Downtown Association	Business Training & Technical Assistance	Downtown based training and technical assistance	Economic Development	Low/mod area benefit (LMA)	\$35,000*
TBD	Crime Prevention Through Environmental Design	Various downtown safety projects (alley lighting, alcove gates, security lighting/cameras, etc.)	Economic Development	Low/mod area benefit (LMA)	\$75,000*
Interfaith Works	Interfaith Works Year-round Day Center	Combined warming center and year-round center	Public Facilities	Low/mod limited clientele benefit (LMC)	\$100,000*
Capital Recovery Center	Downtown Ambassador Program	Street outreach, referrals and other assistance to homeless, street-dependent and mentally ill people	Social Services	Low/mod limited clientele benefit (LMC)	\$55,000*
TBD	Housing Rehabilitation**	Housing rehabilitation projects	Housing Rehabilitation	Low/mod housing benefit (LMH)	\$30,000*
Total:					\$475,000
* Includes Activity Delivery Costs (ADC)					
** Housing Rehab sub-total to be indexed to actual program income receipts					

AMBASSADOR PROGRAM

The Capital Recovery Center’s Ambassador Program provides street outreach and referrals for street dependent people who are homeless or living with mental illness

For more information on the Olympia Community Development Block Grant Program:

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