

**2021 - 2022 PLUM STREET VILLAGE FUNDING AGREEMENT
BETWEEN
CITY OF OLYMPIA AND LOW INCOME HOUSING INSTITUTE**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and the Low Income Housing Institute, a Washington non-profit corporation ("LIHI").

The City of Olympia declared a public health emergency related to homelessness on July 17, 2018. Since that date, the City has worked to find solutions that will assist in alleviating the homeless crisis in Olympia and to reduce human suffering. LIHI has experience assisting those who are homeless by establishing tiny house villages as transitional housing and connecting residents with essential services to allow them the best chance of success in transitioning to permanent housing.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding to LIHI, a Washington non-profit corporation to enable LIHI to operate a tiny house village in Olympia, Washington.

LIHI will work with residents of the village to ensure they obtain the services necessary to enable each resident to transition to permanent housing within a reasonable period of time.

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until December 31, 2022, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon sixty (60) days' written notice to LIHI, with or without cause by the City. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

3. Location of the Site.

LIHI shall continue to staff the tiny house village located upon City owned property that has been leased to LIHI at Plum Street & Union Avenue in Olympia, the exact location of which is shown on **Exhibit "A,"** and hereafter referred to as "Plum Street Village" or "Village." The site area is approximately 13,000 square feet.

4. Structures on the Site.

Any significant changes to the site must be approved by the City of Olympia prior to commencement of changes. Plum Street Village currently consists of:

- Tiny house shelter for approximately 40 people
 - Each tiny house is equipped with electrical power, windows, locking door;

- furniture (bed, chair);
- necessary fixtures (heat, lighting).
- On-site security;
- 3 Resident Common Areas include:
 - Case Management Office
 - Two community areas
- 1 Hygiene Trailer:
 - 3 showers
 - 4 toilets – one ADA
 - 1 washer/1 dryer
- 1 Cooking/Eating area:
 - Equipped with kitchen appliances
- Fencing capable of locking surrounding the perimeter of two main areas
 - Six feet high chain link

5. Funding. LIHI will operate the existing tiny house village which serves approximately 40 people as outlined in the Scope of Operations in **Exhibit B**, in exchange for reimbursement funding not to exceed the total amount set forth in the Budget in **Exhibit C**.

A. Total Funding. The City agrees to fund LIHI in an amount not to exceed one million, one hundred fifty-eight thousand, three hundred thirty and no/100 dollars (\$1,158,330.00.) as follows: a maximum of \$600,000.00 in 2021 and a maximum of \$558,330.00 in 2022 as set forth in **Exhibit C**.

B. Method of Funding. Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, the requirement of which are outlined in **Exhibit C**, Budget. ***In the event LIHI fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, LIHI forfeits any right to reimbursement for that expense.***

C. LIHI Responsible for Taxes. LIHI shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of LIHI's business operations.

6. Compliance with Laws.

In using the funding authorized under this Agreement, LIHI shall comply with and all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

LIHI affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Plum Street Village for the purpose stated in this Agreement in a manner that will ensure the stability, safety, and health of residents and that will promote safety in the community. ***This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the City for reimbursement.*** LIHI further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any

and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that LIHI is operating independently from the City and the City shall be neither liable nor obligated to pay any LIHI employee any benefits provided to City employees such as sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other employment related tax. LIHI shall pay all income and other taxes due for LIHI employees. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to LIHI, shall not be deemed to convert this Agreement to an employment contract. Even though funding for this Agreement may include reimbursement for certain LIHI staff and benefits, LIHI employees shall not be considered employees of the City.

9. Equal Opportunity Employer.

A. In all LIHI services, programs or activities, and all hiring and employment made possible by or resulting from this Funding Agreement, there shall be no unlawful discrimination by LIHI or by LIHI's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LIHI shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the LIHI's breach, may result in ineligibility for further City agreements.

B. In the event of LIHI's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and LIHI may be declared ineligible for further agreements or contracts with the City. LIHI, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, LIHI must complete and return the *Statement of Compliance with Nondiscrimination* attached as **Exhibit D**. Because the contract amount is over \$50,000, LIHI shall execute the attached Equal Benefits Declaration - **Exhibit E**.

10. Responsibilities for Communication.

LIHI shall operate the Plum Street Village in a manner consistent with the accepted practices for other similar Tiny House Villages, being particularly mindful of the surrounding neighborhood in which Plum Street Village is sited and its proximity to schools and businesses. LIHI shall:

- Host ongoing community meetings to share information, hear concerns, and answer questions about Plum Street Village, its development and operations.
- Organize meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least four times a year. LIHI shall invite the city's homeless response coordinator to attend all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the Village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the Village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Plum Street Village or its communications.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. LIHI shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of LIHI in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of LIHI and the City, its officers, officials, employees, and volunteers, LIHI's liability hereunder shall be only to the extent of the LIHI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the LIHI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. LIHI shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by LIHI, its agents, representatives, or employees.

C. No Limitation. LIHI's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of LIHI to the coverage provided by such insurance, or otherwise limit the LIHI's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. LIHI shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the LIHI's Commercial General Liability insurance policy with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to LIHI's profession.

E. Minimum Amounts of Insurance. LIHI shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. LIHI's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of LIHI's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. LIHI shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of LIHI before commencement of the work.

I. Notice of Cancellation. LIHI shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of LIHI to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to LIHI to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with

any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due LIHI from the City.

K. City's Full Access to LIHI's Limits. If LIHI maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by LIHI, irrespective of whether such limits maintained by LIHI are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by LIHI.

12.

12. Treatment of Assets.

A. Title to all nonexpendable personal property and buildings purchased by LIHI, the cost of which LIHI has been reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City at the conclusion of this Agreement.

B. Nonexpendable personal property purchased by LIHI under the terms of this Agreement in which title will be vested in the City at the end of the Agreement shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, LIHI agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

D. LIHI shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of LIHI, or which results from the failure on the part of LIHI to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

E. Upon the happening of loss or destruction of, or damage to, any City property, LIHI shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

F. LIHI shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

13. Books and Records/Public Records.

LIHI agrees to maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment and operation of Plum Street Village, as well as

direct and indirect costs, related to the performance of this Agreement. In addition, LIHI shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All LIHI records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records prepared, owned, used, or retained by the City that meet the definition of a “public record” in Chapter 42.56 RCW, even if records are created by and in the possession of LIHI, are subject to disclosure under Washington’s Public Records Act. Whether or not the records meet the definition of a public record is the City’s determination. If LIHI disagrees with the City’s determination or believes the records to be subject to an exemption, the City agrees to provide LIHI with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should LIHI fail to provide records related to this Agreement to the City within ten (10) calendar days of the City’s request for such records, LIHI agrees to indemnify, defend, and hold the City harmless for any public records judgment (including fines and penalties) against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section shall survive expiration of the Agreement.

14. Non-Appropriation of Funds.

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

15. Contract Manager. For routine issues of contract management such as insurance, invoices, and issues related to this contract, please contact:

LOW INCOME HOUSING INSTITUTE

Sharon Lee, Executive Director
1253 South Jackson St
Seattle WA 98144
206.571.5730
sharonl@lihi.org

CITY OF OLYMPIA

Cary Retlin, Home Fund Manager
PO Box 1967
Olympia WA 98507-1967
360.570.3956
cpretlin@ci.olympia.wa.us

With a copy to:

Lynne Behar, Chief Financial Officer
206.957.8023
lynneb@lihi.org

Connie Cobb, Senior Program Specialist
360.753.8451
ccobb@ci.olympia.wa.us

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither LIHI nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If LIHI desires to assign this Agreement or subcontract any of its work hereunder, LIHI shall submit a written request to the City for approval not less than thirty (30) days prior to the commencement date of any proposed assignment or subcontract.

2. LIHI is responsible for ensuring that any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and LIHI represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of LIHI or the City, respectively.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the establishment or operations is essential to LIHI's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County Superior Court, state of Washington.

Q. Ratification. Any work performed in 2021 prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, LIHI certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where LIHI is unable to certify to any of the statements in this certification, LIHI shall attach an explanation to this proposal.

5. Early Retirement from the State of Washington- Certification. By signing this form, LIHI certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager
jburney@ci.olympia.wa.us

Date

APPROVED AS TO FORM:



Annaliese Harksen, Deputy City Attorney

LIHI

I certify that I am legally authorized to execute this Agreement on behalf of the Low Income Housing Institute.

By: Sharon Lee
Sharon Lee, Executive Director
sharonl@lihi.org

01/26/2021
Date



Plum Street Village Site

Exhibit "A"



0 25 50 Feet

Map printed 11/16/2018

1 inch = 75 feet

Legend

— Plum Street Village

- - - Pond Filtration System Fence

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 herein 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.



EXHIBIT “B”
LIHI’s SCOPE OF OPERATIONS
for
PLUM STREET VILLAGE
Olympia, WA

I. Overview

The Low Income Housing Institute (LIHI) has been a partner in operating Tiny House Shelters and sanctioned encampments in Seattle, WA since 2015. Each village community serves to help residents reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, kitchen and hygiene facilities, and ready access to case management. As an alternative to traditional shelter, Tiny Villages are a crisis response to homelessness where tiny houses can be set up quickly and cost effectively.

II. Community Engagement

- Host at least four community meetings annually to share information, hear concerns, and answer questions about Plum Street Village operations. LIHI shall invite the City’s Homeless Response Coordinator to participate in each meeting.
- Support a committee made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the village. LIHI shall invite the City’s Homeless Response Coordinator to participate in all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the or operations of Plum Street Village or its communications.

III. Site Changes

- Changes to the site must be approved by the City of Olympia prior to commencement of changes.

EXHIBIT “B”
SCOPE OF OPERATIONS
Page 2

IV. Operations

- LIHI Staff Oversight and Support: Hire, onboard, and support staff with a special project manager and oversight from the LIHI property management team.
- Security: Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities.
- Site Management: Work with residents to ensure cleanliness and adherence to a code conduct developed by LIHI that is consistent with community expectations.
- Village Resident Community: Work with residents to foster harmony and collaboration within the Village.
- Maintenance: Conduct maintenance visits and perform required maintenance tasks as needed.
- 24/7 Communication: Ensure that LIHI staff are available around the clock to answer questions and communicate with emergency services.
- Intakes: Work effectively with referring service providers on the intake of new residents to the program.
- Food-drive Calendar: Maintain a calendar of food and meal donations.
- Manage Donations: Manage donations and storage of donated supplies within the Village.
- Develop an emergency management plan, addressing weather, fire, and security issues.
- Ensure engagement and compliance with Thurston County Housing Information Management System.
- Ensure clients are entered into the Thurston County Homeless Management Information System (HMIS) system. Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County. Maintain records of individuals served, service provided, outreach activities conducted, surveys completed and other reporting as requested by City of Olympia and submit reports monthly with invoices to the City of Olympia.
- Ensure coordination with Thurston County Coordinated Entry System in consultation with City of Olympia.

EXHIBIT "B"
SCOPE OF OPERATIONS
Page 3

Case Management

By the end of 2021 LIHI case manager salary and benefits will be billed to Medicaid through the Foundational Community Supports Program. If LIHI is not doing so within this timeline, the City reserves the right to contract those services with another Medicaid-contracted provider beginning in 2022. The 2022 Agreement funding amount will be reduced by the amount of case manager salary and benefits allowed for in this Agreement.

- Staff Oversight & Support: Hire, onboard, and support case management staff with LIHI's experienced case management supervisory team.
- Housing Case Management: Help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support.
- One additional case manager will support cases at other satellite sites including Westminster Village, until second case manager has a caseload similar to Plum Street Village.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation.
- Education & Health Service Coordination: Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- Data Management: Track intakes, exits, and progress with HMIS reporting procedures.
- Intake Coordination: Coordinate with referring agencies through Thurston County Coordinated Entry for successful program outcomes.

V. Administrative

- Insurance: Maintain ample insurance coverage the site and LIHI operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs with LIHI's human resources team.
- LIHI will perform background screening, including national criminal history checks, on all hired staff and volunteers.
- LIHI will perform background screening through the Washington State Patrol as necessary to screen Residents for compliance with LIHI's Residency standards at the Plum Street Village.
- Ensure written code of conduct and other agreements for village guests are understood and signed by LIHI and guest prior to guest's access to Plum Street or satellite sites.
- Have and use a written code of conduct and exit process for guests who are in violation of the code of conduct at Plum Street or satellite sites.

**EXHIBIT “C”
BUDGET
PLUM STREET VILLAGE OPERATIONS**

LIHI’s expenses for operating Plum Street Village in 2020 consisted of 72% for staff (salary and benefits) and 28% for other recurring expenses. The 2021 and 2022 budgets were drafted using these same percentages.

The 2022 budget amount is calculated by adding a 3% increase to each of the budget categories allowed in 2021 less case manager salary and benefits. In 2020 the off-site case manager wasn’t fully staffed. If it had been, the total amount for case manager salary and benefits would have been approximately \$105,422. Assuming at least half of the case manager salary/benefits will be billed to Medicaid through the Foundational Community Supports Program ($\$105,422/2 = \$52,711$), the 2022 staffing expenses were figured as ($\$390,250 - \$52,711 = \$337,539$). $\$337,539 \times 3\% = \$10,126$. $\$337,539 + \$10,126 = \$347,665$). In 2022 LIHI is expected to bill most case manager salary and benefits to Medicaid through the Foundational Community Supports Program.

Budget	2021	2022
Staffing Expenses	\$449,715	\$407,850
Other Operational Expenses	\$95,785	\$99,723
Subtotal	\$545,500	\$507,573
10% Admin Fee	\$54,500	\$50,757
Maximum Annual Budget	\$600,000	\$558,330

Allowable Reimbursable Expenses

Staffing – Staffing expenses are defined as the total wages (salary and benefits) paid to employees for work done under the Plum Street Village Agreement including case management, security, and site maintenance.

Other Operational Expenses – Other operational expenses eligible for reimbursement include:

- Client assistance: emergency hotel stays; bus or train transportation out of state; first/last month rent to move into housing; moving costs; clothing, shoes and supplies for starting employment; books and tools for school or work, etc.
- Electricity
- Mileage: staff trips specifically for Plum Street Village business including attending training, purchasing supplies, taking clients to appointments, etc.
- Phone service: 2 land lines (one for security with fax capability, one for residents for local calls only); 3 smart phones (one for case manager, one for special projects manager, and one for Village organizer/security attendant)
- Site maintenance and repair
- Staff training: CPR; first aid; use of NARCAN; de-escalation; domestic violence; boundary; anti-discrimination; HMIS; how to work with difficult people; homelessness, housing affordability, etc.
- Supplies: office, parts, sanitation, hygiene, cutlery, garbage bags, food, special needs, etc.
- WIFI: may include hotspots for staff and residents or internet services

**EXHIBIT “C”
BUDGET
Page 2**

Other Operational Expenses continued –

- The 2021 budget allows up to \$15,000 of administrative costs for negotiation of a Medicaid Foundational Community Supports contract and training of administrative and other LIHI staff.

Admin Fee – This is a maximum monthly fee of 1/12 of the annual total 10% Admin Fee allowable under this Agreement (\$4,541.66 per invoice in 2021 and \$4229.75 in 2022). It is intended to reimburse items such as human resources, hiring and advertising, management, supervision, administration, insurance, program support, fundraising, volunteer coordination, background checks through WSP, etc. in support of Plum Street Village and other off-site operations to support Plum Street Village that are included in this Agreement.

Invoices

In the event LIHI fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, LIHI forfeits any right to reimbursement for that expense. Invoices must be submitted on a monthly basis

Invoices must be emailed to the City at ccobb@ci.olympia.wa.us and cretlin@ci.olympia.wa.us.

The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid for by LIHI and are eligible expenses as outlined in this agreement.

Attach Supporting Documentation to Invoice

Staffing documentation for salary and benefits should include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period. No other documentation for salary and benefits is required to be submitted with the invoice; however, the City reserves the right to request more detail if specific questions arise related to the invoice submitted.

Other operational Expenses documentation should include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and item(s) purchased.

Mileage reimbursement documentation should include staff name, title, date of travel, purpose of travel, # of miles travelled, and rate per mile.

Reporting Requirements to be Submitted with each Invoice

1. HMIS Report for billing period.
2. A narrative progress report that supplements the HMIS report and includes with includes total number of guests, length of stay, exits for behavioral issues, code of conduct violations, moves to permanent housing, and unknown or exits back to homelessness.
3. Dates of 4 required community meetings held annually.

EXHIBIT "D"
STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

Sharon Lee
(Signature)

01/26/2021
(Date)

Sharon Lee
Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

EXHIBIT "E"
EQUAL BENEFITS COMPLIANCE DECLARATION

City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision is to ensure that those who contract with the City provide benefits on a non-discriminatory basis. Those who contract with the City must have policies in place prohibiting such discrimination, prior to any contract taking effect.

I declare that the Entity listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind LIHI.

Low Income Housing Institute (LIHI):

Sharon Lee
Sharon Lee, Executive Director

01/26/2021
Date