AMENDMENT NO. 1 FUNDING AGREEMENT WITH LOW-INCOME HOUSING INSTITUTE

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the "City"), and **LOW-INCOME HOUSING INSTITUTE**, a Washington non-profit corporation ("LIHI").

RECITALS

- 1. On February 3, 2021, the City of Olympia and the Low-Income Housing Institute entered into the Plum Street Village Funding Agreement ("Agreement").
- 2. The term of the Agreement was to run until December 31, 2022, with compensation 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.
- 3. The Agreement also provided that its budget could be amended "... with a mutual written agreement..." between the City and the Low-Income Housing Institute, and that modification of the Agreement's terms had to be in writing and signed by both Parties.
- 4. The City has reached a separate agreement with Catholic Community Services (CCS) to provide management services for Hope Village.
- 4. The City and Low-Income Housing Institute desire to amend the compensation in the Agreement since Low-Income Housing Institute will no longer be providing services for Hope Village.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Section 5 of the Agreement, FUNDING, is hereby amended to read as follows:
 - 5. <u>Funding</u>. 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. <u>Total Funding</u>. The City agrees to fund LIHI in an amount not to exceed one million, one hundred fifty-eight thousand, three hundred thirty fifty-five thousand, seven hundred sixty-one and no/100 dollars (\$1,158,330.00.\$1,055,761.00) as follows: a maximum of \$600,000.00 in 2021 and a maximum of \$558,330.00-\$455,761.00 in 2022 as set forth in **Exhibit C**.
 - B. <u>Method of Funding</u>. 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. <u>LIHI Responsible for Taxes</u>. LIHI shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of LIHI's business operations.
- 2. Exhibit C of the Agreement, Budget, is hereby amended to read as attached.
- 3. All remaining provisions of the 2021 2022 PLUM STREET VILLAGE FUNDING AGREEMENT dated February 3, 2021, and not hereby 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 Contractor have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

CITY OF OLYMPIA

Ву:	
Steven J. Burney, City Manager	
P.O. Box 1967	
Olympia WA 98507-1967	
Date of Signature:	
APPROVED AS TO FORM:	
Mark Barber	
City Attorney	

LOW-INCOME HOUSING INSTITUTE

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

Date of Signature: 04/21/2022

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 offsite 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 x 3% = \$10,126. \$337,539 + \$10,126 = \$347,665). In 2022 LIHI is expected to bill most case manager salaries and benefits to Medicaid through the Foundational Community Supports Program.

Budget	2021	2022
Staffing Expenses	\$449,715	\$315,606 \$407,850
Other Operational Expenses	\$95,785	\$98,723 \$99,723
Subtotal	\$545,500	\$414,329 \$507,573
10% Admin Fee	\$54,500	\$41,432\$ 50,757
Maximum Annual Budget	\$600,000	\$455,761 \$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.

\$105,422 is currently budgeted per case manager (2 total FTE) for a total budgeted amount of \$210,844. With the reduction in case management services at Hope Village and billing to Foundational Community Supports Program, funding for staffing will be reduced by \$92,244 (assuming 75% of case manager salary/benefits are reimbursable by FCS contract), leaving \$118,600 remaining for case management salary/benefits at 1.5 FTE.

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 landlines (one for security with fax capability, one for residents for local calls only); 3 smartphones (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

Other Operational Expenses continued –

 The 2021 budget allows up to \$15,000 of administrative costs for negotiation of a 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 <u>reimburse</u> 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 dlightfo@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.