

**AGREEMENT BETWEEN THE CITY OF TACOMA AND
TACOMA COMMUNITY REDEVELOPMENT AUTHORITY
Property Acquisition Agreement**

This contractual agreement, subsequently referred to as the "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between the **CITY OF TACOMA**, subsequently referred to as the "City", and the **TACOMA COMMUNITY REDEVELOPMENT AUTHORITY (TCRA)**, subsequently referred to as the "TCRA". The TCRA and City agrees to the terms and conditions set forth in this Agreement, including the following Exhibits:

- Exhibit A** Applicable Definitions
- Exhibit B** Scope of Work
- Exhibit C** Compensation and Financial Requirements
- Exhibit D** Contract Compliance; and
- Exhibit E** Additional Info

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins **August 1, 2023** and terminates **December 31, 2025**. The City reserves the right to extend this Agreement for additional periods, and may be done without City Council approval. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the TCRA during the period specified in this Agreement. Notification of intent to contract for additional periods with the TCRA will occur prior to the expiration of this Agreement.

2. CONSIDERATION

The maximum consideration for this Agreement shall not exceed **\$2,500,000 (Two Million Five Hundred Thousand and No/100)**.

3. SCOPE OF WORK AND FUND AVAILABILITY

- A. The City agrees to pay the TCRA for services outlined in Exhibit B, Scope of Work, and in accordance with Exhibit C, Compensation and Financial Requirements. Payment by the City is subject to receipt of such funds by the City from the funding source.
- B. Total funds provided under this Agreement cannot be modified and administrative costs cannot be increased without the express prior written approval of the City.

- C. If the City cannot make payment to the TCRA due to non-payment by the funding source, the failure to pay by the City shall not constitute a breach of contract.
- D. Funds under this agreement may be paid in a lump sum prior to the TCRA incurring any costs. The TCRA may use funds on hand from the lump sum payment to undertake activities outlined in the Exhibit B.

4. AMENDMENTS

- A. All Amendments to this Agreement shall be in writing and approved by both parties to this Agreement.
- B. No Amendments to this Agreement shall be implemented without prior written approval by the City, provided that the City may administratively extend the time for performance under this contract without needing City Council approval.
- C. Changes to the general scope of the services to be performed under this Agreement or to any other provisions of this Agreement shall be made by written Amendment.

5. NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES

- A. During the performance of this Agreement, the TCRA shall comply with federal, state, and local laws including, but not limited to:
 - Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],
 - Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 62'1],
 - The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - Any relevant Executive Order (E.O.) issued by the President of the United States
 - The Washington State Law Against Discrimination [Chapter 49.60

RCW], and

- Applicable Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- B. Requirements of the City's Non-discrimination Plan are incorporated by reference to this Agreement and include, but are not limited to paragraphs listed below.
- C. The TCRA shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.
- D. The TCRA will, in all solicitations or advertisements for employees placed by or on behalf of the TCRA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the TCRA may state that the TCRA is an Equal Opportunity Employer, instead of using the longer qualification.
- E. The TCRA will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
 2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
 3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the

TCRA's facilities, or other benefits provided under this Agreement; nor

4. Deny any individual an opportunity to participate in any service provided by this Agreement, or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the TCRA will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.

- F. As required by Title III of the ADA regarding places of public accommodation, the TCRA will ensure equal opportunity for individuals with disabilities to receive services. The TCRA will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

6. DRUG-FREE WORKPLACE

The TCRA shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed as soon as practically possible, no later than sixty (60) calendar days after the effective date of this Agreement.

7. RECORDS AND REPORTS

- A. The TCRA shall retain all books, records (including medical and treatment records), documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising there from or until the end of applicable retention dates, whichever is later.
- B. An adequate audit trail shall be maintained. All transactions are to be

clearly documented. The documentation is to be readily available for examination.

- C. The TCRA shall maintain written policy and procedural manuals for all services, information systems, personnel, and loan servicing in sufficient detail such that operations can continue should staff changes or absences occur.
- D. On behalf of the TCRA, the City's Finance Department must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state and federal grants, fees, donations, federal funds, and all other funds, public or private. All costs incurred by the TCRA must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine:
 - a) the cost of a unit of service; b) the bid price, as applicable; and c) if funds were generated in excess of allowable costs.
 - 1. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
 - 2. The TCRA shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. TCRA's shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.
- E. All records required to be maintained by this Agreement or by state and federal regulations, except for exempt medical and treatment records, are public records and shall be maintained and released, when requested, in accordance with applicable laws.

8. RIGHT TO INSPECTION AND USE OF MATERIALS

- A. City representatives and the State Auditor shall have the right to review and monitor the financial and service components of this Agreement. The City's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by City agents or employees, and inspection of all records or other materials which the City deems pertinent to performance, compliance, or quality assurance in conjunction with this

Agreement.

- B. During the term of this Agreement and for one calendar year following termination or expiration of this Agreement, the TCRA shall, upon receiving reasonable notice, provide the City with access to its place of business and to its records that are relevant to compliance with this Agreement.
- C. The City may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to so do, all material created under this Agreement and paid for by the City.

9. TCRA AND CONTRACTORS

The TCRA shall assure that, its officers, agents, subcontractors and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds. The names of all contractors, subcontractors, consultants, suppliers, and other parties who will receive funding under this project shall be checked and approved before entering into any agreement with them for the provision of goods and services.

The TCRA certifies that the TCRA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the City, the TCRA shall complete a Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

10. RESOLUTION OF DISPUTES

- A. If the TCRA has a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the City informally by telephoning the appropriate City representative or by meeting with that individual in person. If the informal dispute resolution process is unsatisfactory and the TCRA elects to register a formal complaint, the TCRA shall submit a detailed written description of the issues which form the basis of the complaint to the Housing Division Manager of the Community and Economic Development Department at 747 Market Street, Room 900, Tacoma, WA 98402.
- B. Upon receipt of a formal written complaint, the Housing Division Manager or designee will promptly send a written confirmation to the acknowledging receipt of the complaint. The Housing Division Manager or designee shall also promptly contact the TCRA to establish a meeting to discuss and seek agreement and resolution of the formal complaint.

The Housing Division Manager shall issue a written decision regarding the TCRA's formal complaint no later than fifteen (15) working days following completion of the meeting.

- C. If agreement and resolution are not reached and the TCRA elects to pursue the complaint further, the TCRA may, within five (5) working days after receipt of the Housing Division Manager's written decision, file a written appeal to the Director of Community and Economic Development Department at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days following completion of the meeting.
- D. The TCRA may appeal an adverse decision of the Director of the Community and Economic Development Department to the Tacoma City Manager, 747 Market Street, Room 1200, Tacoma, Washington, 98402. The appeal must be received in writing by the Tacoma City Manager within five (5) working days of the TCRA's receipt of the Director's decision. Upon receipt of a formal written appeal, the Tacoma City Manager or designee will schedule a meeting with the TCRA within fifteen (15) working days of receipt of the appeal. The Tacoma City Manager or designee will issue a written decision within fifteen (15) working days following completion of the meeting.
- E. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- F. All mailings by and to the City required in this section of the Agreement shall be by certified mail with return receipt requested to the TCRA's address of record.

11. LOBBYING CERTIFICATION

The TCRA certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the TCRA, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

- B. If 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 governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the TCRA shall complete and submit to the City, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from the City on request.
- C. The TCRA shall require that the language of this certification be included in all agreements issued to their subcontractors, and that all recipients certify and disclose accordingly.
- D. For federally funded Agreements, this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned TCRA representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of TCRA.


CITY OF TACOMA:


Signature: 
Name: Elizabeth Pauli
Title: City Manager
Date: 9/25/2023


TCRA:


Signature: 
Name: Dan Montopoli
Title: President
Date: 9/23/2023

(City of Tacoma use only - blank lines are intentional)

Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Debra Casparian

Approved By:  Felicia Medlen

Approved By:  Jeffrey Robinson

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Exhibit A

Applicable Definitions

Many terms used throughout this Agreement are defined in Title 388 Washington Administrative Code (WAC), as subsequently amended, and have the meanings indicated in that title. Additionally, the following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Budget, Accounting, and Reporting System for Counties and Cities and Other Local Governments" will be referred to as BARS.

"Business Entity" means any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the City. The term business entity shall include, but not be limited to partnerships, corporations, sub-recipients, and subcontractors doing business with the City.

"Client", "Consumer", "Participant", "Patient", or "Recipient" shall mean any individual applying for or receiving services under this Agreement.

"Contract" shall mean the Agreement, and any Scope of Work and Exhibits that are attached to and incorporated by reference to the Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

"Household" shall mean all persons living in the same household who are related or unrelated persons that reside in the same dwelling unit as their permanent residence. This does not include live-in aides and/or unrelated persons paying rent for a room.

"Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant. "Information Technology (IT) Purchases" include, but are not limited to, computers, software, desk, telephones, and cellular telephones, but does not include keyboards and mouse.

"Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit.

"Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>.

"Real Property" shall mean any interest in land.

"Small and Attractive Items" means those items with a value of \$300.00 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, DVDs, VCRs and tablets.

"Subcontract" shall mean any agreement between the TCRA and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of:

- A. supplies; or
- B. support services that do not directly affect the funded services. The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the TCRA, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.

"Sub-recipient" shall mean a non-federal entity that expends funds received from a pass-through entity to carry out a program, but does not include an individual that is a beneficiary of such a program. A Sub-recipient may also be a recipient of other awards directly from the awarding agency.

Characteristics indicative of a federal award received by a Sub-recipient are when the organization:

- A. determines who is eligible to receive what financial assistance;
- B. has its performance measured against whether the objectives of the program are met;
- E. has responsibility for programmatic decision making;
- F. has responsibility for adherence to applicable program compliance requirements;
- G. uses the funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;

H. operates on the basis of allowable costs no payment above cost is allowed; and may be required to match or share costs of the program.

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the TCRA or Subcontractor documents in writing some different period that the City agrees to in writing.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of the TCRA's scope of work. These goods or services may be for an organization's own use or for the use of beneficiaries of the TCRA program.

Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

- A. provides the goods and services within normal business operations;
- B. provides similar goods or services to many different purchasers;
- C. operates in a competitive environment;
- D. provides goods or services that are ancillary to the operation of the TCRA's program;
- E. is not subject to compliance requirements of the TCRA's program; and
- F. the scope of work to be performed is defined by the awarding agency (the awarding agency identifies what it is "buying").

"WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

'Washington State Department of Social and Health Services" shall be referred to as DSHS.

"Work Order" is a document attached to and incorporated by reference to the Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

Exhibit B Scope of Work

1. Intention and Deadlines.

Intent: The intent of this Agreement is for the TCRA to carry out acquisitions for property that will be used to develop affordable housing.

Eligible use are:

- A. Acquisition
- B. Holding costs related to securing
- C. Demolition costs or costs to secure the property

Geographical Limits: Acquisition is limited to properties located within the Tacoma city limits.

Terms: The Agreement shall be effective August 1, 2023 and terminate at the end of the period of maturity or affordability or any subsequent enforcement actions arising during the period of affordability, whichever is later.

Commitment Deadline: Funding under this Agreement must be committed to projects no later than December 31, 2024.

Disbursement Deadline: Funding under this Agreement must be disbursed for committed projects no later than December 31, 2024.

2. Scope for Housing

- A. To accomplish this intent, the TCRA shall fully comply with all noted regulations, requirements and conditions as set forth in this Agreement and serve low income households residing in the City of Tacoma through their Housing program. Housing activities will be provided in accordance with established guidelines to include any of the following, depending on market, demand, staffing availability and policy direction of the TCRA:
 - 1. Utilize funds for the direct acquisition of property that will be developed or renovated into affordable housing in the future;
 - 2. Hold properties acquired by the TCRA and/or otherwise rehabilitated with funds for the purpose of obtaining program income if it arises from rents or future sale;
- B. Significant deviation from the Scope of Work or Compensation and Financial Requirements requires written concurrence by the City as an amendment to this Agreement. The TCRA must submit their request in writing prior to making changes to this Agreement.

3. Recordkeeping and Reporting

- A. The TCRA shall maintain all program and program related reports and records.
- B. The TCRA shall maintain regular sufficient records on activities completed under this Agreement throughout the term of the Agreement and maintain these records for six (6) years after the term of the agreement.
- C. The TCRA shall maintain a listing of all funds and funding sources used with these funds for programs or projects and a listing of any program income generated as a result of activities under this Agreement.

4. City Responsibilities

To accomplish the intent of this Agreement, the City shall:

- A. Designate the Director of the Community and Economic Development Department (CEDD), the Assistant Director of CEDD, and the Housing Division Manager of CEDD to plan, administer, and implement programs and projects, to acquire property, to provide loans and other financing opportunities to low-income homeowners, homebuyers, and housing developers according to program guidelines.
- B. The City will provide appropriate staff to manage and disburse grant funds, issue, administer, and closeout all contracts, direct the services of consultants, Sub-recipients, contractors and sub-contractors and execute checks disbursing funds on behalf of the Authority.
- C. The Director of the Community and Economic Development Department (CEDD) may perform or may delegate the administrative responsibilities delegated by the Authority Board hereunder to the Assistant Director and/or the Housing Division Manager, as the Director determines is appropriate, to carry out the administrative functions provided for in this Agreement, as necessary to provide for the most effective and orderly rendition of administrative functions in light of the work load and availability of these three City employees. The term "Administrator" as hereinafter used shall denote any of the three individuals filling the above-defined position in CEDD, and such other individuals as designated by the Director with the approval of the Authority Board.
- D. The Administrator is authorized, on behalf of the Authority, to provide the following administrative support functions:
 - 1. Forward to the Authority's Attorney of record non-judicial matters, and to engage the Authority's Attorney without prior Board approval for up to \$5,000.00 per matter relating to single-family housing loans and administrative matters, and up to \$10,000.00 per matter relating to multi-family housing loans.

2. Oversee the investment of the Authority funds to be made by the City Treasurer's office, in accordance with City investment policies and procedures and in compliance with applicable laws and regulations. The amount of funds which are not currently needed and which are currently available to be invested will be based on recommendation and findings by the authority accountant designated by the Authority board and in accordance with policies as, from time to time, are approved by resolution of the Authority Board. The City will provide periodic and adequate reports to the Authority Board in respect to the investment of AHF funds. The City may charge an administrative fee for its administrative costs in administering investments and in providing administrative services under this agreement, which fee will be payable from any investment earnings, to the extent allowable under applicable federal laws and regulations.
3. Sign on behalf of the Authority required documentation on loans approved or modified by the Authority or the Administrator, as provided herein. The Administrator is further authorized to sign on behalf of the Authority lien releases on fully paid or forgiven loans and to authenticate or sign on behalf of the authority such other documents as are, from time to time, approved by resolution of the Authority Board.

The City is not authorized to sign Board Resolution(s), Real Estate Purchase and Sale Agreement(s), Promissory Note(s) or other items requiring the Board's approval, as stated in Article V of the Authority Charter, and requiring the signature of the president or other officer of the Authority Board.

Nothing herein shall limit the authority of the Board to:

(a) authorize or direct the President of the Board or other Board officers to sign and authenticate any document or documents on behalf of the Authority as the Board may, from time to time, determine; or

(b) limit the authority of the City to sign and authenticate any document or documents as to any particular transaction or in general.

4. Supervise City staff assigned to provide administrative or support to the Authority and will provide administrative support or such supervision in assisting and advising the Authority Board relative to:
 - (a) compliance with the requirements of agreements with the Authority;
 - (b) development of appropriate forms and procedures in the implementation of programs and projects administered by the Board;
 - (c) development of appropriate budgets, financial analysis and planning, and utilization of appropriate accounting practices and procedures;

- (d) coordination of the stated goals and objectives of the City and the Authority in the implementation and planning of present or future programs and projects in which the Authority is or will be involved;
 - (e) development of long-range plans for implementation of the mutual goals and objectives of the Authority and the City;
 - (f) development of processes and procedures to enable early detection and reporting to the Authority Board of noncompliance with applicable program and financial requirements;
 - (g) monitoring and collection of loans; and
 - (h) development of recommendations for consideration by the Board from time to time for improvements to the manner in which the Authority delivers services and to improve and broaden the Authority's relationship with third parties who are potential recipients of intended public services or who can assist the authority in carrying out and fulfilling its intended goals and objectives.
- E. Approve on behalf of the Authority subordination requests when the Administrator determines in good faith that the requested subordination will not jeopardize the Authority's current collateral position nor cause additional risk to the Authority. The subordination must be recommended by the Housing Manager, or staff authorized to take action on their behalf. The same person is not authorized to both recommend and approve any such action. A report, including full loan write-up, will be provided to the Authority of all loans approved in the prior month. The Authority will ratify the action(s) of the Administrator at its next regular meeting or take action indicating it does not want the Administrator to take similar action in the future.
- F. Approve expenditures of up to \$10,000.00 of Authority Funds, per item or service contract, provided payment therefore has been budgeted.
- G. Approve expenditures of up to \$15,000.00 of Authority funds for repairs and upkeep on any Authority-owned property. The expenditures, unless otherwise approved by the Authority Board, will be covered by income generated from the property. All requests will be recommended by the Housing Division Manager and will be reported to the Board. The purchase of goods and supplies authorized by the Administrator will be purchased through TCRA approved purchasing procedures. Contracts for services and repairs as authorized herein will be obtained and signed by the Administrator on behalf of the Authority. Purchases and contracts for services and repairs will comply with applicable TCRA and federal procurement and contract requirements and with such additional procurement and contract requirements as the Authority Board may, from time to time, provide by Board action.

Exhibit C

Compensation and Financial Requirements

1. Budget.

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the City agrees to provide funds in the following amount to accomplish the scope of services described in Exhibit B – Scope of Work.

Eligible Categories	Award
Acquisition and activities related to holding of property while developers are sought for affordable housing including but not limited to demolition of existing structures and securing property	\$2,500,000.00
Total	\$2,500,000.00

2. Financial Requirements – Payments.

A. Approved Uses

It is expressly understood that these funds may only be used for costs included in the budget above and may not be used for the general administration or operation of the TCRA.

During the period of performance, the total budget or any adjustments of funds between individual line items in the TCRA's budget will be accomplished by a written Change Order or Amendment. Unexpended funds not subject to a request for payment will be returned to the City or held in the TCRA's account until ready for use.

B. Funds Disbursement

The TCRA shall not request fund disbursement until the funds are needed for payment of eligible costs and the amount of each disbursement request may not exceed the amount needed. The City will process payment of a reimbursement request upon receipt and approval

Requests for advances to the TCRA may be requested and will not be reasonably withheld. Advances which are not expended in 12 months must be returned to the City unless additional time is approved. Approved advances will be disbursed upon approval.

The TCRA shall refund to the City any payment or partial payment expended by the TCRA, its Contractors or Consultants which is subsequently found to be ineligible,

inappropriate or illegal. Further, the TCRA shall refund to the City any funds remaining at the end of the period of performance.

The TCRA is expressly prohibited from submitting claims in excess of actual costs for carrying out the program.

C. Inappropriate Funds Obligation

Under this Agreement, AHF funds shall not be obligated for:

1. Costs incurred prior to the effective date of this Agreement, except as authorized by the City;
2. Costs incurred after this Agreement has expired, except as authorized by the City; or
3. Any action subsequent to written notification from the City suspending or terminating the Agreement, except as authorized by the City.

D. Multiple Funding Sources

TCRA programs funded by multiple funding sources, or from multiple funding years, shall maintain records which clearly identify (1) funding source(s), (2) the amount of funding, (3) funding year and (4) use of funds.

E. Program Income

In the event that program income is generated from the use of these funds, then any and all such income shall be identified, accounted for, and reported to the City in accordance with the reporting scheduled outline in Exhibit B – Scope of Work, Section 3 Recordkeeping and Reporting.

Program income in the form of repayments to, or interest earned on, a loan fund shall be deposited and held in the TCRA's account until additional projects are identified. In the event that program income can be not used in accordance with these conditions, such program income shall be returned to the City. The TCRA shall transfer to the City any ARPA funds on hand or any account receivables attributable to the use of these funds that do not meet the above requirements.

F. Unexpended Funds and Income

At the conclusion of this Agreement, all unexpended AHF funds, any unallocated and/or unexpended program income remaining in the TCRA's accounts, and any remaining equipment or operation supplies with a value in excess of \$5,000.00 shall be immediately returned to the City unless specifically authorized in writing by the City. All funds under this Agreement shall be committed to eligible projects by December 31, 2024.

Exhibit D

Contract Compliance

1. Compliance with state and local regulations.

- A. 24 CFR Part 8 – Non-discrimination based on Handicap in Federally-assisted Programs and Activities of the Department of Housing and Urban Development and 24 CFR Part 9 – Enforcement of Non-discrimination based on Handicap in Federally-assisted Programs or Activities conducted by the Department of Housing and Urban Development.
- B. Housing must meet property standards and accessibility requirements per Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). .and also meet design and construction requirements of 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-3619).
- C. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284).
- D. Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national original, sex or disability. The construction labor standards and wage rates set forth in section 110 of the Housing and Community Development Act of 1974. The Davis-Bacon Act (DBA) and Related Acts provides that contracts to which state and local funding is applied for the construction, alteration, and/or repair, including painting and decorating, or of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions Lead-based Paint Requirements per the state and local EPA Regulations and Requirements.
- E. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Order(s) 11375 and 12086.
- F. The provisions of the Hatch Act limiting political activities of government employees.
- G. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and regulations set forth at 24 CFR Part 21.

NOTE: Copies of applicable laws and regulations are available upon request from the Community and Economic Development Department, Housing Division. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract, Sub-recipient and consultant agreement issued by the TCRA and its contractors.

2. Procurement and Contracts

The Contractor may enter into any contract or procurement action authorized or necessary for the successful completion of this Agreement. All procurement actions and contracts other than incidental procurements shall be structured in accordance with applicable TCRA policies and procedures and state and federal law relating to contracting by public agencies.

Non-expendable equipment, materials, operating supplies, and other assets other than real property, purchased in whole or in part with AHF, whose per unit fair market value (or total value for supplies) at the time of completion of use is in excess of \$5,000.00, are the property of the City and are to be utilized, maintained, inventoried, controlled and disposed of, pursuant to applicable federal regulations.

The TCRA shall be responsible for loss or damage to all such equipment, materials, operating supplies and other assets in its care and, after completion of use, shall return all such equipment, materials and assets to the City for disposition within thirty (30) days following completion of the project, unless otherwise specified.

If such equipment, materials, operating supplies or assets are partially funded from other sources, the City shall share any funds received as a result of said disposition, at the percentage of value received equal to the percentage of the original costs provided by the individual funding sources.

Any equipment, materials, operating supplies and other assets with per unit fair market value (or total value for supplies) at the time of completion of less than \$5,000.00 may be retained or disposed of by the TCRA. The City retains no financial interest in these items. Any assets whose fair market value is in question should be referred to the City for decision before any disposition action is taken by the TCRA.

3. Monitoring / Assessment Procedures

- A. The City will conduct routine monitoring and performance assessments of all services provided under this Agreement, in the manner and at reasonable times, with reasonable notice, as the City considers appropriate.
- B. Monitoring and assessment activities include, but are not limited to, the review of service and financial reports, including all books, records, documents and other data, facilities, activities, and on-site visits by City staff or their designee, state or representatives.
- C. Unless the City elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the TCRA and the City shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to agreement, the TCRA may file a complaint, as specified in this Agreement.

4. Client Assets and Records

- A. Except as otherwise provided by court order, the TCRA shall ensure that any client shall have unrestricted access to his or her personal property. The TCRA shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the agreement, the TCRA shall immediately release to the client all of the client's personal property.
- B. The TCRA shall maintain all project records required by applicable, state and local regulations, which are incorporated herein by reference. Project or program records must be retained for a period of at least six (6) years after completion or termination of the project or program.
- C. The TCRA shall maintain records and file for this agreement containing the following items:
 - 1. Notice of Award;
 - 2. Motions, resolution or minutes documenting Board or Council actions;
 - 3. A copy of this Agreement;
 - 4. Correspondence regarding budget revisions requests;
 - 5. Copies of all invoices and reports submitted to the City under this Agreement;
 - 6. Copies of approved invoices;
 - 7. Documentation of the solicitation process used to select vendors and subcontractors with original purchase orders and subcontracts;
 - 8. Documentation required by this Agreement if any funds provided under this Agreement are used to acquire equipment; and
 - 9. Documentation of client income, demographics and eligibility as required in the Exhibit B – Scope of Work.

Exhibit E Additional Info

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier) n/a		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i> n/a	City of Tacoma Number for This Agreement : TCRA ARPA Acquisition
(iii) Federal Award Identification Number (FAIN) SLFRP0189	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds Obligated to the agency by this action: <u>\$2,5000,000</u>	(viii) Total Amount of Federal Funds Obligated to the agency <u>\$2,500,000</u>	(ix) Total Amount of the Federal Award Committed to the agency <u>\$2,500,000</u>	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award n/a	Award Payment Method (lump sum payment or reimbursement) Lump Sum		