

**SPECIAL MEETING NOTICE OF THE
FINANCE & ADMINISTRATION COMMITTEE**

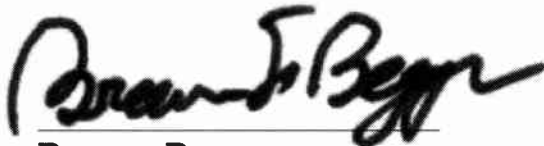
**A special meeting of the Finance & Administration Committee will be held
on January 23, 2023, at 1:15 p.m.**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on Monday, January 23, 2023**, in City Council Chambers, – Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. The Finance & Administration Committee meeting is regularly held the 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

Members of the public who cannot attend in person can tune in to the meeting by viewing it live on CityCable5, at <https://my.spokanecity.org/citycable5/live>, or <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2494 849 3436.

See attached agenda



**Breean Beggs
Council President**



**Laurie Farnsworth
Acting City Clerk**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Finance & Administration Committee
Agenda for 1:15 p.m. Monday, January 23, 2023

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on January 23, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA ATTACHED

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda - 23 January 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of November 21, 2022, meeting minutes.

3 **Discussion Items**

4 **Boards and Commissions Interviews**

10 min

J. Thomas Sawyer - Historic Landmarks Commission

Elizabeth Geneva Wood - Historic Landmarks Commission (virtual)

5 **Quarterly Financial Report**

10 min

Stratton, Jessica

Council Sponsor: CM Wilkerson Quarterly financial report

6 **Annual Encumbrance Carryover SBO**

5 min

Stratton, Jessica

Council Sponsor: CM Wilkerson Annual Encumbrance Carryover

7 **Ash St Reconversion / WQTIF Funding Allocation**

10 min

Gardner, Spencer

Council Sponsors: CM Stratton, CM Wilkerson

8 **Quarterly Investment Report**

15 min

Johnson, Christopher E.

9 SREC Service Level Agreement

15 min
Smithson, Lynden

This is a placeholder for now and has been moved from the 1/9 UE agenda - Lynden is trying to track down a Council Sponsor.

10 Dell Value Blanket

10 min
Sloon, Michael

Council Sponsor: CW Wilkerson. For the approval of the Dell Value Blanket.

11 Budget Process Updates

10 min
Boston, Matthew

Council Sponsors: CP Beggs & CM Wilkerson. Updating the budget process to provide more information and quicker decision making ability for key stakeholders of the City Finances.

12 Resolution appointing Patrick Striker as Director of Neighborhood Services

5 min
Quick, Jennifer

Council Sponsors: CM Stratton & CM Kinnear. Discuss/Confirm appointment of Patrick Striker as the Director of Neighborhood Services

13 Consent Items

14 CHHS SBO Approving 2 positions to 2023 Budget

Cerecedes, Jennifer

Requesting approval to add 2 positions which were already approved to the 2023 budget

15 CHHS Department of Commerce ROW Initiative

Cerecedes, Jennifer

Sponsored by CM Wilkerson and CM Stratton, CHHS is requesting permission to accept \$2,806,625 from the department of Commerce for assisting persons moving from encampments.

16 **RV Disposal Contract Renewal**

McNab, Michael

Council Sponsor - CM Kinnear. Renewal of contract with Evergreen Towing for the removal and disposal of impounded and abandoned RV's.

17 **CHHS Acceptance of Formula Grants**

Cerecedes, Jennifer

Sponsored by CP Beggs, CHHS is requesting acceptance of formula grants from HUD

18 **Structured Nutanix Servers and Licensing**

10 min

Sloon, Michael

Council Sponsor: CW Wilkerson. For the approval of the purchase of Nutanix servers and licensing through Structured Communication Systems.

19 **Interlocal with Spokane County for Jury Management Services**

Delaney, Howard

Council Sponsor: CM Kinnear Interlocal Agreement with Spokane County and the Spokane County Superior Court for Jury Management Services

20 **U Help Contract Renewal**

Morse, Corin

Council Sponsor: CM Lori Kinnear
New contract with SNAP to administer the City's U Help assistance program.

21 **Settlement Resolution**

Ormsby, Michael, Smithson, Lynden

Council Sponsors: Betsy Wilkerson and Lori Kinnear. Approving settlement of claim for damages of Danion Shawn and Michelle Setzer as a result of damage to their property.

22 **PMWeb Annual Software Maintenance & Support**

Sloon, Michael

Council Sponsors: CM Michael Cathcart. For the approval of PMWeb annual software maintenance and support.

23 **4100 - Purchase of Miscellaneous Waterworks Products**

Prince, Thea, Searl, Loren

Council Sponsors: CM Kinnear & CM Stratton. Award of miscellaneous waterworks products.

24 **Employee Assistance Program (EAP)**

5 min
Quick, Jennifer

Council Sponsor: CM Wilkerson. The current Employee Assistance Program (EAP) expires March 31, 2023. Kepro is the current contractor.

25 **Fire - Contract with EMS Connect**

Prince, Thea, Strickland, Rex, Schaeffer, Brian

Council Sponsors: CM Cathcart/CM Kinnear
Spokane Fire Department (SFD) modified the Civil Service recruitment process to remove a potential barrier to employment for entry-level Firefighter/EMT classification. For a trial period, there will no longer be a prerequisite EMT certification before application. Instead, SFD intends to provide EMT certification training during the entry-level firefighter recruit school.

26 **Federal Lobbyist Contract Renewal**

Boston, Matthew

Council Sponsors: CP Beggs & CM Wilkerson. Desimone Consulting contract renewal for federal lobbying efforts for 1/1/2023 - 12/31/2023

27 **CME and KSPS PEG Reimbursement Contracts**

Delay, John

Council Sponsor: CM Stratton
CME and KSPS PEG Reimbursement Contracts

28

Warming Center Awards

Cerecedes, Jennifer

Council Sponsors: CP Beggs & CM XXXXXXXXXXXXXXX. Requesting approval to award ESG CV funds to Family Promise and Transitions for warming center operations

29

Small Business Assistance Awards

5 min

Murray, Michelle

Council Sponsors: CM Stratton & CM Wilkerson: Acceptance of the Small Business Assistance awards as presented

30

Down payment Assistance Award

5 min

Murray, Michelle

Council Sponsors: CM Wilkerson & CP Beggs: Accept award recommendation for ARPA Down Payment Assistance Allocation

31

Not-for-Profit Assistance Awards

5 min

Murray, Michelle

Council Sponsors: CM Stratton and CM Wilkerson: Acceptance of the Not-for-Profit Assistance Awards

32

Executive Session

Executive Session may be held or reconvened during any committee meeting.

33

Adjournment

34

Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on March 20, 2023.

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1 - Call to Order

2 - Approval of Minutes

Approval of November 21, 2022, meeting minutes.

| For Decision

Attachments

[F_A Committee Minutes 21November_DRAFT.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
21st of November, 2022

I. Called to Order: 1:16 PM PST

Recording of the meeting may be viewed by at <https://vimeo.com/773547002>

Attendance

Committee Members Present: Council President Breean Beggs, CM Betsy Wilkerson (Chair), CM Michael Cathcart (Vice Chair), CM Karen Stratton, CM Jonathan Bingle, CM Zack Zappone

Staff/Others Present: Matt Boston, Conner Thorne, Jessica Stratton, Jake Miller, Jason Nechanicky, Johnnie Perkins, Mike Piccolo, Tonya Wallace, Steve MacDonald, Justin Lundgren, Jeff Gunn, Shae Blackwell, Kelly Thomas, Mark Carlos, Colin Tracy, Dave Dunkin, Erin Haugen, Chris Johnson

II. Approval of Minutes:

Council Member Bingle moved to approve, Council Member Zappone seconded. Agenda and minutes were approved 6 to 0, Council Member Wilkerson was not present (*arrived at 1:23*).

Agenda Items

III. Discussion Items

1. 2023 Budget Discussion – Tonya Wallace - (30 minutes)
 - No Action Taken
 - Presentation & Discussion Only

2. SBO- 2022 Police Overtime – Jessica Stratton – (10 minutes)
 - Action Taken
 - Council President Beggs & Council Member Wilkerson agreed to sponsor this item to move it forward for formal consideration

3. SBO- Fire Overtime – Jessica Stratton (10 minutes)
 - Action Taken
 - Council President Beggs & Council Member Wilkerson agreed to sponsor this item to move it forward for formal consideration

4. SBO – NEPDA Payout – Conner Thorne (5 minutes)
 - Action Taken
 - Council President Beggs, Council Member Cathcart & Council Member Wilkerson agreed to sponsor this item to move it forward for formal consideration

- 5. SBO – WPPDA Payout – Conner Thorne (2 minutes)
 - Action Taken
 - Council President Beggs, Council Member Cathcart & Council Member Wilkerson agreed to sponsor this item to move it forward for formal consideration

- 6. SBO – UDPDA Payout – Conner Thorne (2 minutes)
 - Action Taken
 - Council President Beggs, Council Member Cathcart & Council Member Wilkerson agreed to sponsor this item to move it forward for formal consideration

- 7. SBO – M&P Labor Agreement – Retro Pay Increase – Jake Miller (5 minutes)
 - Action Taken
 - Council Member President Beggs & Council Member Wilkerson agreed to sponsor this item to move it forward for formal consideration

- 8. Monthly Investment Report – Chris Johnson (5 minutes)
 - No Action Taken
 - Presentation & Discussion Only

- 9. Parking/Code Enforcement Ordinance – Steve MacDonald (5 minutes)
 - Action Taken
 - Council President Beggs & Council Member Stratton agreed to sponsor this item to move it forward for formal consideration

- 10. Contract Renewal – Universal Transit Action Pass – Mike Piccolo – (5 minutes)
 - Action Taken
 - Council Member Wilkerson & Council Member Kinnear agreed to sponsor this item to move it forward for formal consideration

- 11. 2023 Tier 1 Legislative Priorities – Erik Poulsen (15 minutes)
 - Action Taken
 - Council President Beggs, Council Member Zappone & Council Member Bingle agreed to sponsor this item to move it forward for formal consideration

- 12. ARPA – Upcoming RFP discussion – Matt Boston (10 minutes)
 - No Action Taken
 - Presentation & Discussion Only

IV. Consent Items (no discussion was requested or had)

1. Purchase Approval – Roll Off Truck (Fleet Services)
2. 2023 Budget Ordinance (Finance)
3. Tire Services Contract Renewal (Fleet Services)

Executive session None.

Adjournment The meeting adjourned at 2:36 PM PST, next meeting will be on December 19th at 1:15 PM PST

Prepared by: Mark Carlos, Assistant to CM Betsy Wilkerson (Committee Chair)

Approved by:

CM Betsy Wilkerson, District 2, Position 2
Finance & Administration Committee Chair

DRAFT

3 - Discussion Items

4 - Boards and Commissions Interviews

J. Thomas Sawyer - Historic Landmarks Commission
Elizabeth Geneva Wood - Historic Landmarks Commission (virtual)

5 - Quarterly Financial Report

Stratton, Jessica

Council Sponsor: CM Wilkerson Quarterly financial report

| For Discussion

Attachments

[01-23-2023 Quarterly Financial Report_Briefing Paper.docx](#)

[Q4 2022 Financial Report.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , 509-625-6369
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Quarterly Financial Report
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background</u> The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council.</p> <p>The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of revenues and expenditures by fund, updates on the General Fund reserve accounts, rotating special reports such as capital project updates or ARPA accounting, and an economic briefing.</p> <p><u>Summary</u> The attached report covers October through December 2022.</p>
Proposed Council Action	n/a
Fiscal Impact Total Annual Cost: \$ Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? n/a – recurring financial report	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring financial report	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – recurring financial report	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
n/a – recurring financial report

City of Spokane

Quarterly Financial Report

Q4 2022 – October – December

Note: The figures in this report do not reflect end of year amounts. Period 13 will remain open within the financial system until approximately the end of April. Between now and then accounting accruals and adjustments will be made that could significantly affect the end of year financial position. As always, a year-end report will be made available during the May-June timeline with only the auditor's requirements being permissible afterward.

Finance Division / Department of Management & Budget
1-23-2023

October – December 2022 - Quarterly Financial Report

I. Financial Summary

City of Spokane

GENERAL FUND OVERVIEW

	2022 Amended Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	% Variance YTD - Unfavorable/ Favorable
Revenues	\$219,545,696	\$195,338,364	\$199,491,528	\$4,153,163	2.1%
Expenditures	\$240,300,867	\$233,964,828	\$225,885,833	\$8,078,995	3.5%

SUMMARY

Through the fourth quarter of 2022, General Fund revenues are 2.1 percent above City projections with approximately \$199.5 million collected year-to-date (YTD) and \$10.4 million more than through Q4 2021. On the expenditure side, actuals are 3.5 percent below budget, or \$8.1 million below YTD projections.

REVENUE OVERVIEW

Sales tax and local retail sales tax revenues (generally Oct 2022 activity) are both tracking above budget projections and prior year actuals by about 4.0 percent. Property tax revenue is tracking slightly below budget projections by about 0.5 percent. Utility taxes, both public and private, show increases over prior year actuals. Taxes on Private Utilities are 2.4 percent above projections or \$0.5 million more than budget while Interfund Taxes, City utilities, are 0.1 percent above YTD projections. The revenue category that has contributed the most to the favorable variance, is Miscellaneous Revenue which is above budget 32.0 percent. This is being driven by an increase in interest earnings due to the Federal Reserve raising the Fed Funds rate throughout 2022.

EXPENDITURE OVERVIEW

Approximately three General Fund departments are currently above their YTD projected budgets (*projected budgets are calculated by the Department of Management & Budget based on prior year spending patterns*). However, even the Police department which currently has a YTD unfavorable variance of \$1.3 million, is ultimately expected to finish the year at or under budget.

CHANGES TO 2022 ADOPTED GF BUDGET

Changes Adopted GF Revenues

Adopted GF Revenues	\$216,759,617
BTs and SBOs - YTD ¹	\$2,786,079
CURRENT REVENUES (Adopted + BTs and SBOs)	\$219,545,696

Changes Adopted GF Expenditures

Adopted GF Expenditures	\$216,736,834
Encumbrance Carry Forward	\$4,626,034
BTs and SBOs – YTD ¹	\$18,937,999
CURRENT EXPENDITURES (Adopted + Encumbrance + BTs and SBOs)	\$240,300,867

1-BTs and SBOs for Q4 included \$6,621 from the AOC for interpreter cost reimbursement, \$2,500,000 from ARPA for Police overtime, \$200,000 for Police order-ahead ammunition, \$1,174,903 for Local 270 retro & current year pay, \$7,496,024 for Local 29 retro & current year pay, \$1,872,755 for Guild retro & current year pay, \$848,230 for M&P retro & current year pay, \$206,137 for NEPDA retro pay, \$74,228 for UDPDA retro pay, \$587,742 for WPPDA retro pay.

Note: Encumbrance Carry Forward budgets are for contracted goods or services, grants, or capital projects from the prior fiscal year which continue into the current fiscal year; funds to pay for these expenses are set aside in reserve. City Council passed ORD C36169 on February 7, 2022 to carry budget capacity forward from 2021 into 2022.

October – December 2022 - Quarterly Financial Report

I. Financial Summary

City of Spokane

GENERAL FUND REVENUE OVERVIEW

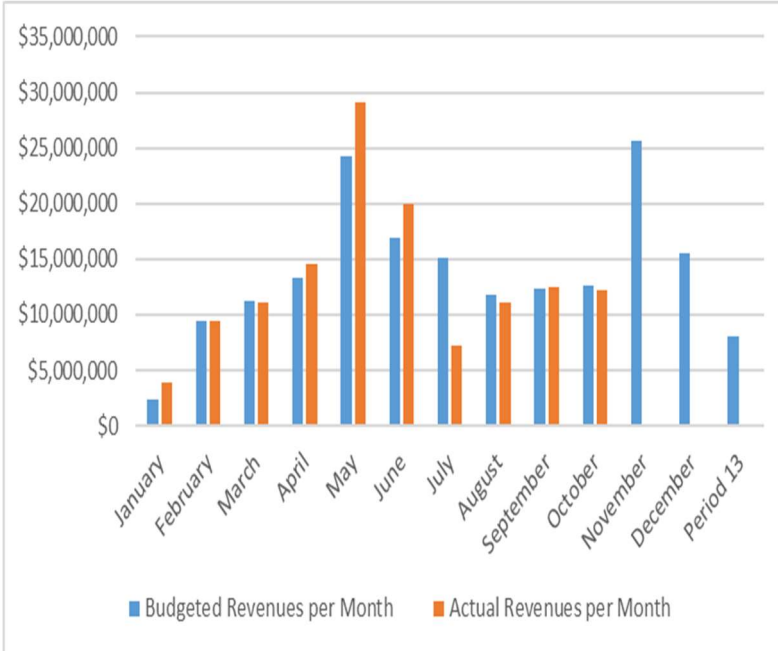
Revenue Category	2022 Current Budget	Budget YTD	Actuals YTD	% Variance Actual vs. Budget YTD Unfavorable/ Favorable	Actuals YTD vs. Prior Year Unfavorable/ Favorable
Sales Tax	59,968,041	48,976,895	51,037,842	4.2%	2,141,485
<i>Local Retail Sales Tax</i>	<i>54,868,041</i>	<i>44,832,823</i>	<i>46,701,341</i>	<i>4.2%</i>	<i>1,799,822</i>
Property Tax	48,735,000	48,457,571	48,198,815	-0.5%	785,196
Interfund Utility Taxes	45,810,000	40,439,368	40,482,885	0.1%	1,386,141
Business Taxes	24,006,000	21,588,422	22,163,133	2.7%	877,440
<i>Taxes on Private Utilities</i>	<i>23,708,000</i>	<i>21,396,678</i>	<i>21,911,012</i>	<i>2.4%</i>	<i>617,122</i>
Charges for Services	19,712,831	17,291,250	16,140,939	-6.7%	583,671
Licenses & Permits	6,791,000	6,256,209	6,462,058	3.3%	106,816
<i>Business Registrations</i>	<i>4,177,000</i>	<i>4,045,306</i>	<i>4,223,418</i>	<i>4.4%</i>	<i>144,433</i>
<i>Franchise Fees</i>	<i>2,315,000</i>	<i>1,930,351</i>	<i>1,976,924</i>	<i>2.4%</i>	<i>(47,160)</i>
Miscellaneous Revenue	3,711,683	3,642,941	4,809,790	32.0%	1,321,899
<i>Interest Earnings</i>	<i>2,423,500</i>	<i>2,360,047</i>	<i>4,866,144</i>	<i>106.2%</i>	<i>2,471,892</i>
Intergovernmental Revenues	4,242,253	3,797,770	4,072,960	7.2%	121,695
<i>Cannabis Use Tax</i>	<i>460,000</i>	<i>460,000</i>	<i>666,774</i>	<i>45.0%</i>	<i>136,377</i>
Fines & Forfeits	2,078,650	2,045,064	1,869,738	-8.6%	23,157
<i>Traffic & Parking Violations</i>	<i>1,830,500</i>	<i>1,797,498</i>	<i>1,665,034</i>	<i>-7.4%</i>	<i>47,532</i>
Other Taxes	1,345,800	1,112,304	1,506,034	35.4%	497,910
<i>Admission Tax</i>	<i>1,000,000</i>	<i>849,714</i>	<i>1,239,340</i>	<i>45.9%</i>	<i>408,425</i>
Operating Transfer-In	3,104,438	1,730,570	2,687,932		2,536,776
Disposition of Fixed Assets	40,000	0	59,400		
TOTAL	219,545,696	195,338,364	199,491,528	2.1%	10,382,187

October – December 2022 - Quarterly Financial Report

I. Financial Summary

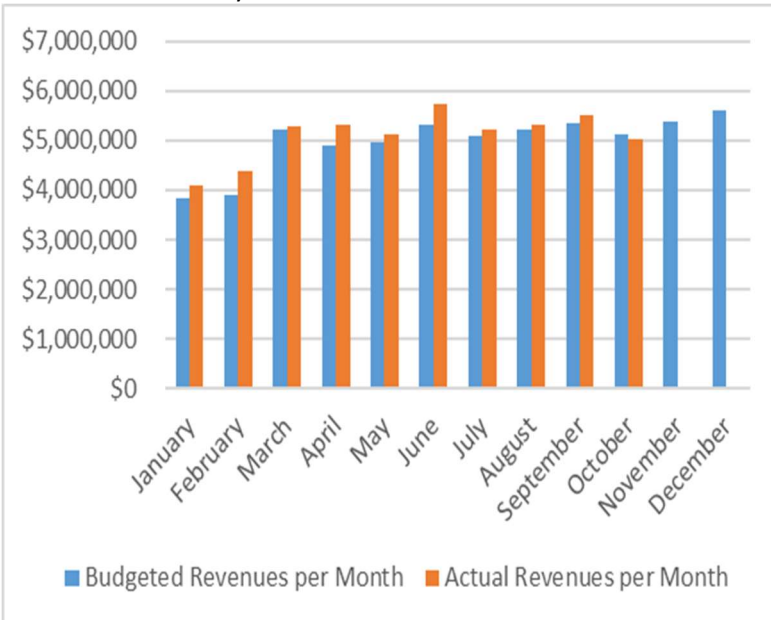
City of Spokane

SALES, PROPERTY, and BUSINESS – GF Only



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$2,403,766	\$3,825,641	\$1,421,875
February	\$9,449,724	\$9,491,707	\$41,983
March	\$11,216,312	\$11,146,010	(\$70,302)
April	\$13,277,708	\$14,627,302	\$1,349,594
May	\$24,233,700	\$29,134,347	\$4,900,647
June	\$16,948,643	\$20,012,806	\$3,064,163
July	\$15,123,172	\$7,180,775	(\$7,942,398)
August	\$11,748,170	\$11,115,625	(\$632,544)
September	\$12,308,668	\$12,546,884	\$238,216
October	\$12,582,623	\$12,195,419	(\$387,204)
November	\$25,687,950		
December	\$15,472,966		
Period 13	\$8,065,640		
2022 Total	\$178,519,041	\$131,276,516	\$1,984,031

SALES TAX – GF Only



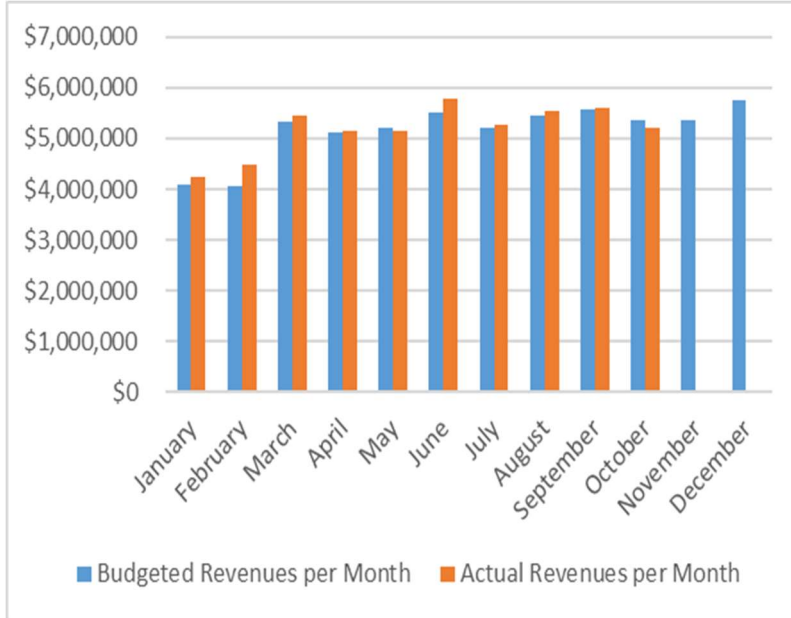
	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$3,827,536	\$4,106,631	\$279,095
February	\$3,906,622	\$4,386,473	\$479,851
March	\$5,235,687	\$5,291,744	\$56,057
April	\$4,909,189	\$5,313,691	\$404,502
May	\$4,965,885	\$5,125,678	\$159,793
June	\$5,306,030	\$5,741,156	\$435,126
July	\$5,087,022	\$5,212,476	\$125,455
August	\$5,231,902	\$5,307,835	\$75,933
September	\$5,368,313	\$5,515,627	\$147,314
October	\$5,138,709	\$5,036,531	(\$102,178)
November	\$5,376,323		
December	\$5,614,824		
2022 Total	\$59,968,041	\$51,037,842	\$2,060,947

October – December 2022 - Quarterly Financial Report

I. Financial Summary

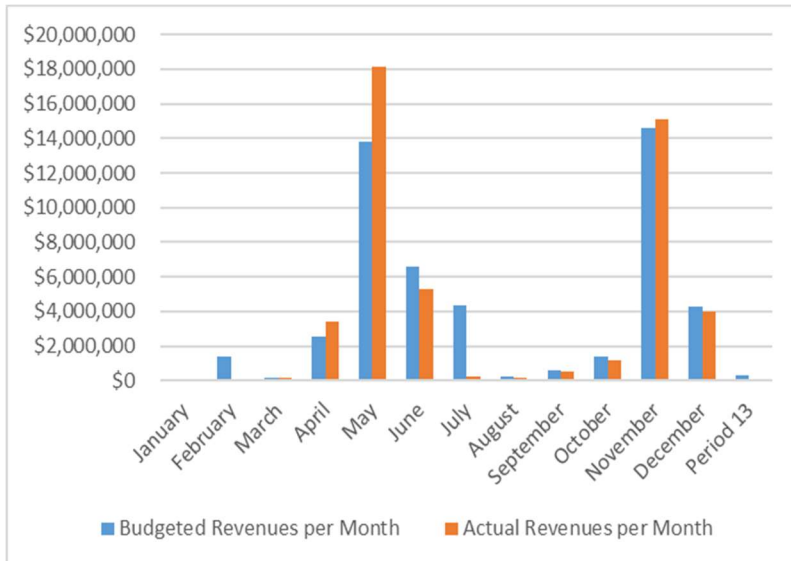
City of Spokane

LOCAL RETAIL SALES TAX – CITYWIDE



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$4,075,954	\$4,245,799	\$169,845
February	\$4,073,605	\$4,484,552	\$410,948
March	\$5,334,885	\$5,454,963	\$120,078
April	\$5,120,090	\$5,148,187	\$28,096
May	\$5,216,564	\$5,148,967	(\$67,597)
June	\$5,505,742	\$5,773,073	\$267,331
July	\$5,200,206	\$5,278,608	\$78,402
August	\$5,449,393	\$5,549,109	\$99,716
September	\$5,559,277	\$5,605,486	\$46,210
October	\$5,351,315	\$5,208,402	(\$142,912)
November	\$5,357,146		
December	\$5,738,831		
2022 Total	\$61,983,008	\$51,897,146	\$1,010,115

PROPERTY TAX



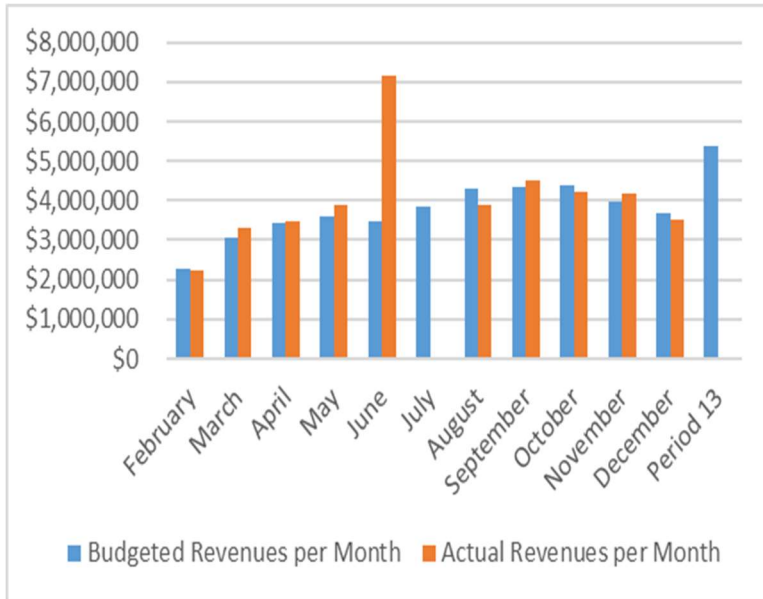
	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	(\$1,411,618)	(\$86,335)	\$1,325,283
February	\$1,411,618	\$86,335	(\$1,325,283)
March	\$146,121	\$167,105	\$20,984
April	\$2,563,155	\$3,430,553	\$867,398
May	\$13,770,874	\$18,107,997	\$4,337,124
June	\$6,553,479	\$5,300,181	(\$1,253,297)
July	\$4,341,846	\$257,331	(\$4,084,515)
August	\$260,267	\$142,882	(\$117,386)
September	\$604,653	\$503,583	(\$101,069)
October	\$1,360,033	\$1,175,902	(\$184,131)
November	\$14,562,424	\$15,112,321	\$549,898
December	\$4,294,721	\$4,000,958	(\$293,762)
Period 13	\$277,429		
2022 Total	\$48,735,000	\$48,198,815	(\$536,185)

October – December 2022 - Quarterly Financial Report

I. Financial Summary

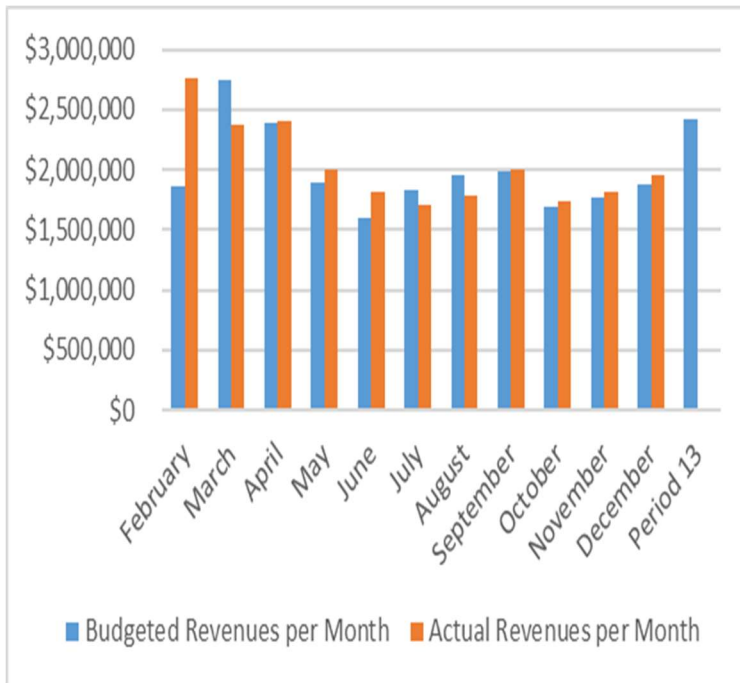
City of Spokane

INTERFUND TAXES



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$0	\$0	\$0
February	\$2,269,398	\$2,253,771	(\$15,627)
March	\$3,082,042	\$3,309,345	\$227,302
April	\$3,423,418	\$3,470,823	\$47,405
May	\$3,600,551	\$3,902,988	\$302,437
June	\$3,490,327	\$7,160,322	\$3,669,995
July	\$3,863,387	\$0	(\$3,863,387)
August	\$4,297,819	\$3,886,824	(\$410,995)
September	\$4,357,236	\$4,528,711	\$171,475
October	\$4,391,091	\$4,237,685	(\$153,406)
November	\$3,985,882	\$4,199,366	\$213,484
December	\$3,678,216	\$3,533,051	(\$145,165)
Period 13	\$5,370,632		
2022 Total	\$45,810,000	\$40,482,885	\$43,518

BUSINESS TAXES



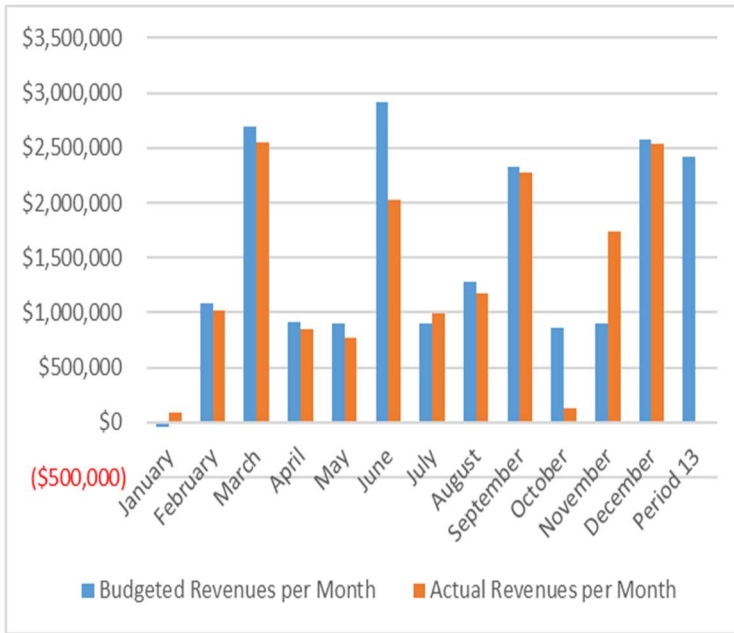
	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	(\$12,152)	(\$194,655)	\$ (182,503)
February	\$1,862,085	\$2,765,128	\$903,042
March	\$2,752,462	\$2,377,816	(\$374,645)
April	\$2,381,946	\$2,412,235	\$30,289
May	\$1,896,390	\$1,997,684	\$101,294
June	\$1,598,808	\$1,811,147	\$212,339
July	\$1,830,918	\$1,710,968	(\$119,950)
August	\$1,958,181	\$1,778,085	(\$180,096)
September	\$1,978,466	\$1,998,963	\$20,497
October	\$1,692,790	\$1,745,300	\$52,511
November	\$1,763,322	\$1,809,861	\$46,540
December	\$1,885,205	\$1,950,600	\$65,395
Period 13	\$2,417,578		
2022 Total	\$24,006,000	\$22,163,133	\$574,711

October – December 2022 - Quarterly Financial Report

I. Financial Summary

City of Spokane

CHARGES FOR SERVICES



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	(\$44,775)	\$83,191	\$127,966
February	\$1,081,598	\$1,012,562	(\$69,036)
March	\$2,697,605	\$2,551,213	(\$146,392)
April	\$911,149	\$851,160	(\$59,989)
May	\$896,202	\$770,257	(\$125,946)
June	\$2,913,147	\$2,026,972	(\$886,175)
July	\$902,918	\$990,989	\$88,071
August	\$1,275,136	\$1,175,403	(\$99,732)
September	\$2,323,658	\$2,271,224	(\$52,433)
October	\$856,444	\$132,662	(\$723,782)
November	\$901,974	\$1,743,937	\$841,963
December	\$2,576,196	\$2,531,371	(\$44,825)
Period 13	\$2,421,581		
2022 Total	\$19,712,831	\$16,140,939	(\$1,150,311)

October – December 2022 - Quarterly Financial Report

I. Financial Summary

City of Spokane

GENERAL FUND EXPENDITURE OVERVIEW

Department	2022 Current			\$ Variance YTD (Unfavorable)/ Favorable
	Budget	Budget YTD	Actuals YTD	
Allocations to Other Depts	99,416,925	99,416,925	99,366,767	50,158
City Clerk	785,622	765,198	728,315	36,882
Civil Service	1,630,655	1,593,841	1,474,684	119,157
NHHS Division	584,908	580,891	474,258	106,633
Community Centers	794,352	757,727	650,339	107,388
Council	2,709,105	2,640,718	2,287,093	353,625
Economic Development	2,592,477	1,451,357	1,838,708	(387,351)
Engineering Services	9,335,112	9,093,607	7,449,359	1,644,248
Finance	1,894,656	1,849,101	1,526,558	322,543
Grants Management	447,838	436,800	314,281	122,519
Historic Preservation	272,216	266,655	285,966	(19,311)
Human Resources	1,383,131	1,363,756	1,092,227	271,528
Human Services	4,909,511	4,663,974	2,946,716	1,717,258
Internal Service Charges	9,760,763	9,645,217	9,344,001	301,216
Legal	4,983,267	4,874,096	4,729,573	144,524
Mayor	1,242,365	1,218,585	1,102,471	116,114
Municipal Court	4,789,422	4,744,284	4,208,522	535,763
Neighborhood Services	669,764	653,617	554,782	98,835
Nondepartmental	8,122,177	7,157,606	4,647,774	2,509,831
Office of Civil Rights	344,372	344,372	96,253	248,119
Office of Hearing Examiner	268,656	265,378	257,806	7,572
Office of Youth	45,000	45,000	45,000	0
Planning Services	2,477,752	2,408,221	1,867,519	540,702
Police	74,124,527	71,139,622	72,423,673	(1,284,051)
Police Ombudsman	470,859	460,948	458,973	1,975
Community Justice Services	1,697,759	1,674,719	1,504,586	170,133
Public Affairs/Communications	1,230,438	1,195,100	1,171,187	23,913
Public Defender	3,317,238	3,257,515	3,038,441	219,074
TOTAL	240,300,867	233,964,828	225,885,833	8,078,995

Through the fourth quarter, overall General Fund spending is under budget. The Police Department is approximately \$1.3 million, or 1.8 percent, above YTD projections. This is due to Uniform OT, Terminated Sick/Vacation Leave Pay and Standby Pay. If period 13 historical trends continue, they are projected to end 2022 at or below budget. As for Historic Preservation, they spent their operating supplies budget early in the year, and are not truly projected to go over budget by year’s end. Economic Development via December SBOs received unappropriated funds to pay three PDAs payments for retro sales taxes. They also are not truly projected to go over budget by year’s end.

October – December 2022 - Quarterly Financial Report

I. Financial Summary

City of Spokane

SELECTED OTHER FUNDS OVERVIEW (REVENUE AND EXPENSE)

Fund	2022 Current Budget	Budget YTD	Actuals YTD	\$ YTD Variance	% YTD Variance
SPECIAL REVENUE FUNDS					
Street Fund Revenue	27,962,139	28,320,067	20,854,994	(7,465,073)	-26.4%
Street Fund Expenditures	33,998,036	31,447,182	23,904,347	7,542,835	24.0%
Parking Meter Fund Revenue	5,124,000	5,096,124	3,901,636	(1,194,487)	-23.4%
Parking Meter Fund Expenditures	5,343,427	5,034,521	4,338,669	695,852	13.8%
Traffic Calming Fund Revenue	6,614,451	5,706,532	5,185,876	(520,656)	-9.1%
Traffic Calming Fund Expenditures	9,358,210	7,551,349	3,243,410	4,307,939	57.0%
Library Fund Revenue	11,674,727	11,667,291	11,703,226	35,935	0.3%
Library Fund Expenditures	11,778,914	11,466,216	10,220,664	1,245,551	10.9%
Parks & Recreation Fund Revenue	24,100,249	22,907,010	22,394,751	(512,259)	-2.2%
Parks & Recreation Fund Expenditures	26,195,779	24,153,842	22,086,943	2,066,899	8.6%
Fire/EMS Fund Revenue	70,415,425	70,258,061	68,809,387	(1,448,674)	-2.1%
Fire/EMS Fund Expenditures	71,090,910	69,656,545	67,254,111	2,402,433	3.4%
ENTERPRISE FUNDS					
Water Fund Revenue	51,661,479	47,777,646	48,556,497	778,852	1.6%
Water Fund Expenditures	60,423,157	59,339,833	49,224,291	10,115,542	17.0%
Solid Waste Disposal Revenue	21,987,266	21,431,772	20,763,769	(668,003)	-3.1%
Solid Waste Disposal Expenditures	45,069,001	43,756,303	36,803,840	6,952,463	15.9%
Solid Waste Collections Revenue	60,681,774	59,414,161	60,398,231	984,070	1.7%
Solid Waste Collections Expenditures	53,196,848	50,991,497	42,394,328	8,597,170	16.9%
Integrated Capital Mgmt Revenue	75,780,527	75,780,527	59,408,588	(16,371,939)	-21.6%
Integrated Capital Mgmt Expenditures	122,196,001	122,196,001	71,853,593	50,342,408	41.2%

October – December 2022 - Quarterly Financial Report

I. Financial Summary

City of Spokane

ADDITIONAL ITEMS OF INTEREST

Uniform OT

Fund	2022 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	Actuals YTD vs. Prior Year (Unfavorable)/ Favorable
Police (General Fund)	5,298,516	5,072,905	5,468,160	(395,254)	(2,252,158)
Public Safety & Judicial Grant	585,856	341,576	139,771	201,804	(77,854)
Public Safety Personnel Fund	14,000	0	92,885		
Police TOTAL	5,898,372	5,414,481	5,700,816	(193,450)	(2,330,012)
Fire/EMS	6,294,101	6,128,156	8,879,064	(2,750,908)	(1,549,643)
Combined Communications Center	9,000	8,823	163,939	(155,116)	(71,694)
Public Safety Personnel Fund	607,762	0	584,893		
Fire TOTAL	6,910,863	6,136,979	9,627,896	(2,906,024)	(1,621,337)



QUARTERLY FINANCIAL REPORT
II. GENERAL FUND FINANCIAL AND RESERVE SUMMARY - Q4 2022
 December 31, 2022

BEGINNING BALANCES (actual as of 12/31/2021, unaudited)		Actual %
--Assigned Funds for Encumbrance Rollover	4,626,034	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,362,901	3.4%
--Contingency Reserve Balance (target 10.0% of expenditures)	21,065,706	9.7%
--Unappropriated Fund Balance	15,868,161	
Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated)	44,296,768	
<i>Total's (less Encumbrance Rollover) % of Adopted Revenues</i>	<i>20.4%</i>	

2022 Adopted General Fund Revenues	216,759,617
Add - 2022 Approved Budget Changes QR1	68,000
Add - 2022 Approved Budget Changes QR2	118,250
Add - 2022 Approved Budget Changes QR3	93,208
Add - 2022 Approved Budget Changes QR4	2,506,621
Adjusted General Fund Revenue	219,545,696

2022 Adopted General Fund Expenses	216,736,834
Add - 2021 Encumbrance Rollovers	4,626,034
Add - 2022 Approved Budget Changes QR1	338,000
Add - 2022 Approved Budget Changes QR2	162,150
Add - 2022 Approved Budget Changes QR3	3,471,208
Add - 2022 Approved Budget Changes QR4	14,966,641
Adjusted General Fund Expenses	240,300,867

ENDING BALANCES	CALCULATED	PROJECTED	Actual %
--Assigned Funds for Encumbrance Rollover	-	-	
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,362,901	7,362,901	3.4%
--Contingency Reserve Balance (target 10.0% of expenditures)	21,065,706	21,065,706	9.7%
--Unappropriated Fund Balance	(260,976)	12,704,652	
Total Available Reserves	28,167,631	41,133,259	
<i>Total's % of Adopted Expenditures</i>	<i>13.0%</i>	<i>19.0%</i>	
<i>Unappropriated's % of Adopted Expenditures</i>	<i>-0.1%</i>	<i>5.9%</i>	

DIFFERENCE FROM RESERVE ACCOUNT TARGETS		
--Revenue Stabilization Reserve Balance (target 3.5% of revenues)		223,686
--Contingency Reserve Balance (target 10.0% of expenditures)		607,977

October - December 2022 - Quarterly Financial Report

III. Special Reports – Unfunded Capital Projects

City of Spokane

UNFUNDED CAPITAL PROJECTS

Approximately two thirds of the citywide Capital Improvement Program (CIP) involves the Public Works division. The remaining projects are often overlooked and compete for funding, specifically from the General Fund. The following table displays the known unfunded capital projects that are in need of funding.

General Government Projects	2024	2025	2026	2027	2028	5yr Total
Municipal Court						
MUN-2014-1569 - Integrated Municipal Justice Center	1,502,604	22,757,800	-	-	-	24,260,404
Police						
SPD-2012-224 - SPD Fleet	4,578,274	2,934,550	2,985,254	2,990,000	2,987,900	16,475,978
SPD-2020-93 - Software - Public Safety Computer Aided Dispatch System	2,500,000	-	-	-	-	2,500,000
SPD-2014-172 - Patrol Rugged Laptops and Tablets	-	-	-	1,157,050	-	1,157,050
Fire						
SFD-2015-123 - Fire Facilities: Station Fire Suppression & Alarm Systems	2,300,000	2,000,000	2,160,000	2,332,800	2,519,424	11,312,224
SFD-2021-93 - Fire Facilities: Station 15 Relocation and Construction	-	500,000	-	9,500,000	-	10,000,000
SFD-2012-362 - Apparatus: Large FD Response	1,900,500	2,095,301	-	1,788,000	2,425,573	8,209,374
SFD-2012-358 - Fire Facilities: Station 6 Station Construction Completion	1,100,000	6,000,000	100,000	-	-	7,200,000
SFD-2021-10 - Fire Facilities: Station 5 Permanent Construction	50,000	7,000,000	-	-	-	7,050,000
SFD-2012-442 - Apparatus: Small FD Response - Brush-ARU-Staff	2,883,000	649,500	796,500	677,000	710,500	5,716,500
SFD-2017-133 - Fire Facilities: Pathogen Pollution & Station Updates	200,000	1,084,868	1,045,003	1,046,804	1,065,542	4,442,217
SFD-2021-77 - Fire Facilities: Training Center Expansion	162,000	3,780,000	-	-	-	3,942,000
SFD-2021-31 - Fire Facilities: Station 7 Renovation	-	200,000	3,000,000	-	-	3,200,000
SFD-2021-101 - Fire Facilities: Kitchen Renovations	613,125	554,265	626,319	707,740	-	2,501,449
SFD-2012-451 - Equipment: Apparatus, Operations & Training	320,123	400,083	202,017	323,577	444,050	1,689,850
SFD-2017-79 - Fire Facilities: HVAC and upgrades Sta. 1	100,000	1,573,000	-	-	-	1,673,000
SFD-2021-97 - Fire Facilities: Fire Station Office Renovation	276,908	299,061	322,985	348,824	-	1,247,778
SFD-2021-60 - Fire Facilities: Logistics Warehouse for Apparatus/Equipment	91,800	1,080,000	-	-	-	1,171,800
SFD-2021-100 - Fire Facilities: Station Shower Upgrade	230,432	248,867	268,776	290,278	-	1,038,352
SFD-2021-92 - Fire Facilities: Training Campus Props	63,000	275,000	172,500	504,000	-	1,014,500
SFD-2021-102 - Fire Facilities: Roof Replacement Station 1	65,000	898,000	-	-	-	963,000
SFD-2012-453 - Fire Facilities: Add Backup Generator Power to Fire Stations	65,500	188,500	198,400	208,200	218,000	878,600
SFD-2016-170 - Fire Facilities: Facility Entry and Site Security	128,100	135,200	141,700	146,100	-	551,100
SFD-2021-82 - Fire Facilities: Station Alerting System	400,000	-	-	-	-	400,000
SFD-2021-96 - Fire Facilities: Bay Door Motors and Safety Systems Upgrade	111,725	117,175	-	-	-	228,900
Technology						
ITD-2020-90 - Software - Enterprise Resource Planning (ERP) System	125,000	3,000,000	3,000,000	3,000,000	-	9,125,000
Total	19,767,091	57,771,169	15,019,454	25,020,373	10,370,989	127,949,077

FUNDING SOURCES

Current funding sources are being overwhelmed by demand so other options must be considered.

Public Safety Equipment:

Funding used now - Taxes received in excess of debt service payments.

Other options - Restructure the current public safety SIP loans, create a General Fund end of year allocation (after reserve contributions), explore other fund reserves like criminal justice and traffic calming.

Public Safety Facilities:

Funding used now – Half of REET1 annual revenues.

Other options - Bonded debt for new/renovated fire stations, impact fees for additions.

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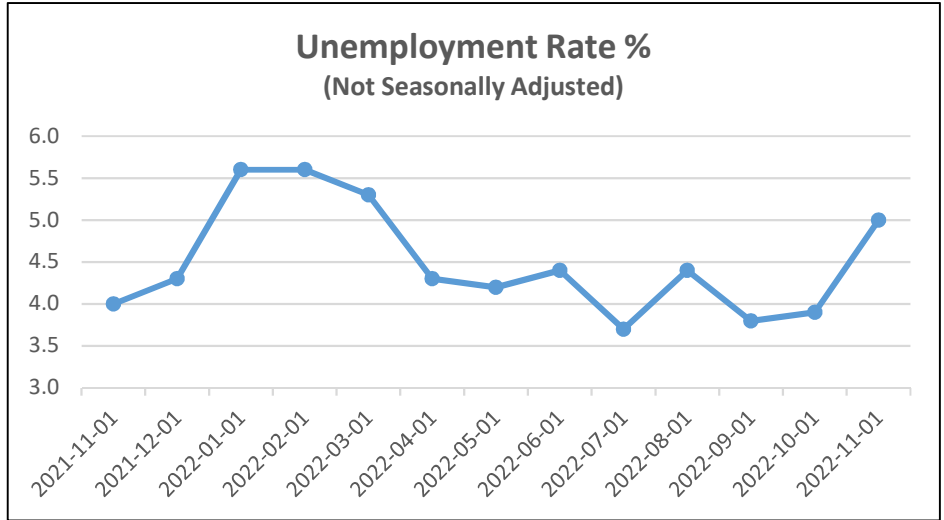
IV. Economic Briefing

City of Spokane

KEY ECONOMIC INDICATORS

Unemployment Rate - Spokane-Spokane Valley, WA (MSA)

MONTH	UNEMPLOYMENT RATE
December 2021	4.3%
January 2022	5.6%
February 2022	5.6%
March 2022	5.3%
April 2022	4.3%
May 2022	4.2%
June 2022	4.4%
July 2022	3.7%
August 2022	4.4%
September 2022	3.8%
October 2022	3.9%
November 2022*	5.0%



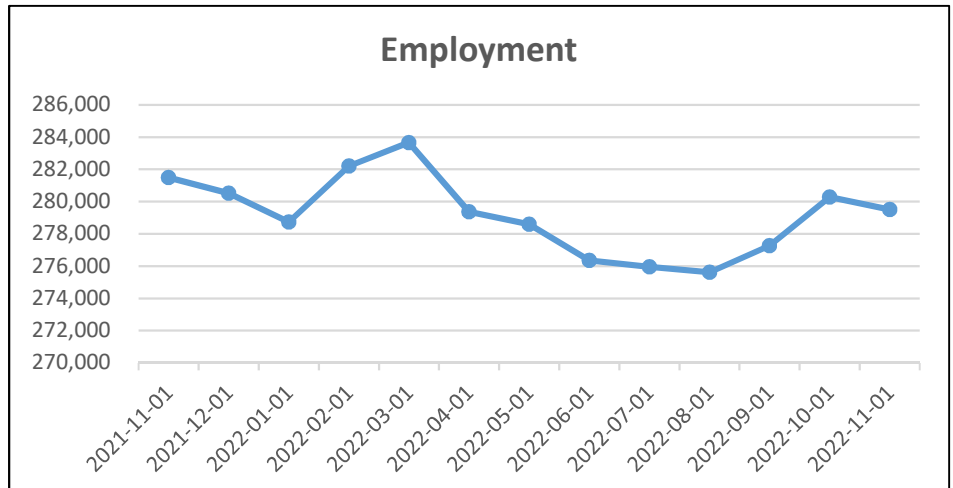
*Preliminary data

Source: U.S. Bureau of Labor Statistics

The unemployment rate in the Spokane-Spokane Valley metropolitan statistical area (MSA) was at 5.0 percent for November 2022. This is an increase from last quarter’s August figure of 4.5 percent, but appears to be following historical trends of increased unemployment in winter months. Excluding the pandemic, the local unemployment rate has trended lower over the last ten years. The national unemployment rate for November 2022 was 3.6 percent.

Employment – Spokane-Spokane Valley, WA (MSA)

MONTH	EMPLOYMENT
December 2021	280,530
January 2022	278,731
February 2022	282,209
March 2022	283,666
April 2022	279,366
May 2022	278,603
June 2022	276,355
July 2022	275,952
August 2022	275,624
September 2022	277,271
October 2022	280,282
November 2022*	279,512



*Preliminary data

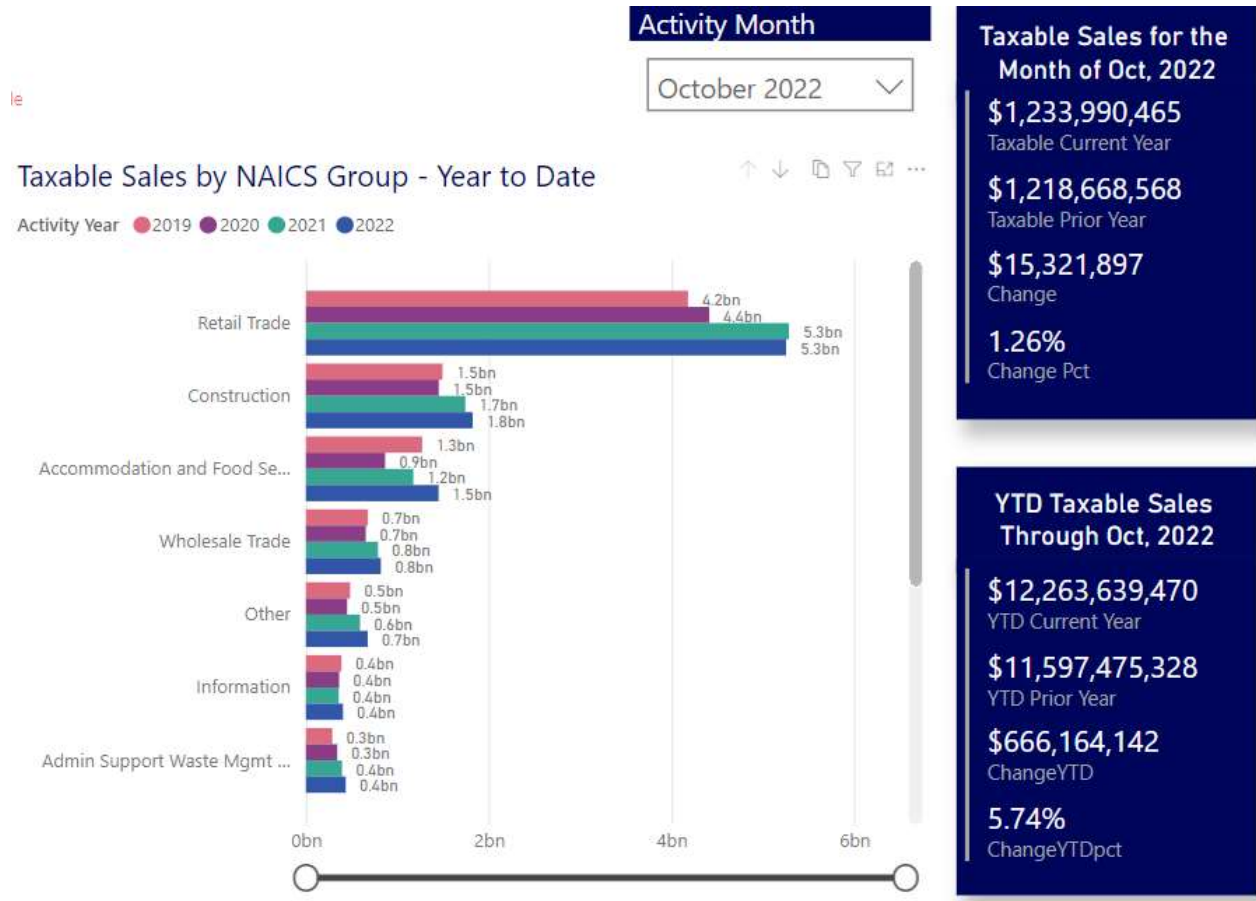
Source: U.S. Bureau of Labor Statistics

October – December 2022 - Quarterly Financial Report

IV. Economic Briefing

City of Spokane

Taxable Sales and Sales Taxes

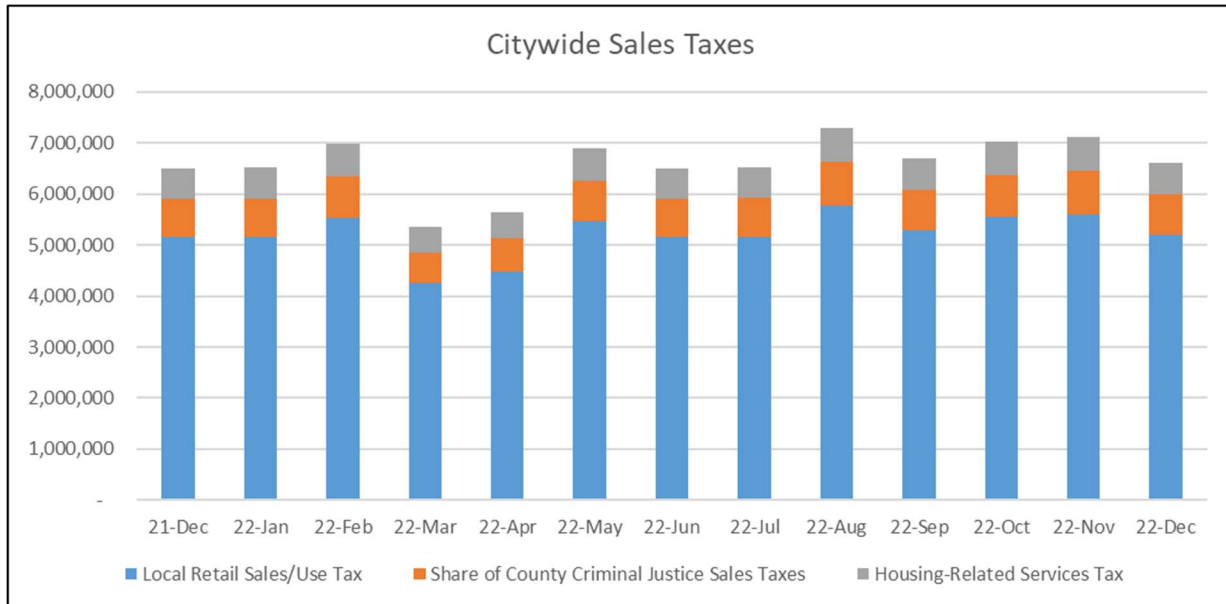


Taxable sales for the month of October 2022 were up 1.26 percent compared to October 2021. Retail trade saw a year-over-year increase of 0.74 percent.

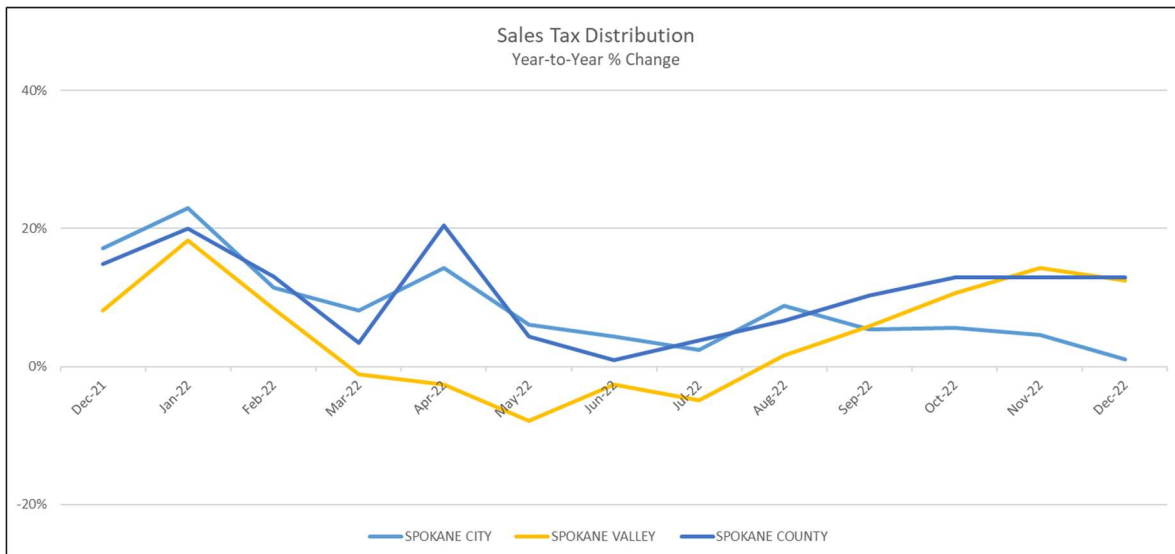
October – December 2022 - Quarterly Financial Report

IV. Economic Briefing

City of Spokane



The City receives revenue from three versions of sales tax: local option retail sales/use tax (1%), portions of Spokane County criminal justice sales taxes, and housing-related services tax (0.1%). In general, sales tax is received approximately two months following the taxable sale activity. For example, revenue received in December 2022 is generally from activity which occurred in October 2022. The chart above shows the typical seasonality of sales tax.



A view of Eastern Washington’s economy can be seen in the year-to-year percent change in sales tax revenue distributions. Over the second half of 2022, the City has seen the return of single-digit growth, averaging at 5%. Although the City of Spokane Valley and Spokane County have seen stronger growth in fourth quarter in comparison to the City of Spokane, their second half is averaging 5% and 9%, respectively.

6 - Annual Encumbrance Carryover SBO

Stratton, Jessica

Council Sponsor: CM Wilkerson Annual Encumbrance Carryover

| For Discussion

Attachments

[01-23-2023 Encumbrance Carryover_Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , 509-625-6369
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SBO – Annual Encumbrance Carryover
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background</u> The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk’s Office prior to December 31.</p> <p><u>Summary</u> Following the close of Accounting’s Period 13 for 2022, Finance staff will review all 2022 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2023 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 6, 2023 meeting. The review of the encumbrances will begin January 20, 2023 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed.</p> <p>For context, the five year average for the encumbrance carryover SBO has averaged approximately \$127.5 million across all City funds. The City’s General Fund portion has averaged approximately \$3.4 million over the same period.</p>
Proposed Council Action	Approve SBO on February 6, 2023
<p>Fiscal Impact Total Annual Cost: \$TBD Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: various funds’ reserves</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? n/a – recurring annual process
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring annual process
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – recurring annual process
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a – recurring annual process

7 - Ash St Reconversion / WQTIF Funding Allocation

Gardner, Spencer

Council Sponsors: CM Stratton, CM Wilkerson

| For Discussion

Attachments

[2023-0120 Finance Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Planning and Economic Development
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org
Council Sponsor(s)	CM Zappone, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Ash St Reconversion / WQTIF Funds Allocation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The proposed project would reconfigure the intersection of Dean Ave and Ash St to provide a more comfortable crossing of Ash St. It would also re-convert Ash St for two-way traffic between Broadway Ave and Dean Ave.</p> <p>While expenditures of WQTIF funds are not constrained by the project areas described in the original adopting Ordinance (C34032), it's important to note that the proposed project does fall within Project Area R of the Ordinance. Additionally, it overlays a small portion of Project Area J. These two areas call for street improvements specifically, including streetscape as well as ped/bike improvements.</p> <p>Staff have identified an opportunity to include this in the upcoming 2023 construction season by using multiple funding sources, including WQTIF money. In order to proceed for the 2023 season, this project will be bundled with other final design projects to undergo design in January and February 2023. There is a short timeframe for approval, which will require consideration of the NPAC at its January meeting, and immediate action by City Council before the end of January. The opportunity with this proposal is for rapid deployment in the 2023 construction season. Typically, funding recommended by the NPAC for expenditure can still require a long time for actual construction of improvements to occur. This action would result in construction in 2023.</p> <p>Outreach has occurred to the NPAC, West Central Neighborhood Council, and Bryant School. NPAC has formally voted to recommend this use of funds.</p>
Proposed Council Action	Approval of resolution
Fiscal Impact Total Cost: <u>\$330,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic impact fees (\$150,000), WQTIF (\$180,000) Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	

Other budget impacts: (revenue generating, match requirements, etc.) N/A
Operations Impacts (If N/A, please give a brief description as to why) N/A, street reconfiguration
What impacts would the proposal have on historically excluded communities? Slows traffic and improves walking connectivity and safety in a historically underinvested neighborhood.
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal is consistent with the enabling legislation of the WQTIF.

8 - Quarterly Investment Report

*Johnson, Christopher
E.*

Council Sponsor: CM Wilkerson. Q4-2022 Investment Report

| For Discussion

Attachments

[Treasury Services_Briefing Paper F_A Committee_Dec2022.docx](#)

[City of Spokane - Q4 Investment Report_Presentation.pdf](#)

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>15 Min</u>
Agenda Item Name	Quarterly Investment Report and Investment Strategy Review
Summary (Background)	<p>The Quarterly Investment and SIP Loan Capacity reports are standing topics presented by Finance. The objective of the presentation is to inform Council of the current position of the portfolio. Some of the items covered include:</p> <ul style="list-style-type: none"> • Portfolio Composition of holdings • Investment Transactions (i.e. purchases made) • Portfolio Liquidity • Portfolio Performance • Portfolio Strategic Focus
Proposed Council Action & Date:	N/A
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



CITY OF SPOKANE

Quarterly Investment Report

As of December 31, 2022

January 23, 2023

This report presents the City's investment portfolio for the quarter ending December 31, 2022. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

The investment objectives of the City of Spokane are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating and capital spending requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated monthly to the various funds based on the respective fund's average monthly investment balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, the city is able to benefit from economies of scale, diversification, liquidity, and ease of administration.

The City retains direct control of its investments. Primarily, investments are held by the City in a safekeeping account with Bank of New York Mellon. Exceptions to this rule would include investments held by trustees related to bond financings, which are held by US Bank, and Spokane Investment Pool Loans.

Investment Portfolio Benefits all Funds

The City's cash and investment portfolio represents money from all City funds with the exception of Employee Retirement, Police Pension, and Fire Pension funds. City funds include the General Fund, enterprise funds, internal service funds, capital projects funds, and other funds which are restricted to specific purposes.

In general, monies held by the City are either allocated by the City Council for spending or are purposefully retained in reserve. For example, the money in the Capital Outlay Funds has been identified to provide particular capital projects for the community and there is a plan for spending down the cash balance as the projects progress. In the General Fund, a determined amount is held in reserve to meet the City's contingency reserve policy of 10% of operating expenditures and City's Revenue Stabilization policy of 3.5% of operating revenues.

Current Cash and Investment Summary

The following is a summary of the City's cash and investments based on market value as of December 31, 2022, compared with the prior quarter:

Quarterly Investment Report

	September 30, 2022	December 31, 2022	Percent of Total
Cash	55,716,939	49,368,874	12.02%
Fixed Income	348,756,474	329,798,584	80.30%
SIP Loans	35,128,995	31,544,386	7.68%
TOTAL	\$439,602,408	\$410,711,844	100.00%

There are several factors resulting in changes in cash and investment balances from month to month and quarter to quarter. Often they are the result of the receipt of revenues or a large disbursement. Some major City revenues are received on a periodic rather than a monthly basis. For example, the majority of City Property Taxes are received in May and November of each year. On the disbursement side, payments for bonded indebtedness or large capital projects can reduce the portfolio substantially in the quarter that they occur.

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At December 31, 2022, the market value of the portfolio was \$12,900,033 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of December 31, 2022 was 2.31%. The effective *rate of return* for the 4th quarter was 2.26%.

As of December 31, 2022, the investment portfolio was in compliance with all State laws, the City's Statement of Investment Policy and the City's investment management plan.

Summary of Activity for the Quarter and Future Liquidity

With the exception of periods impacted by COVID-19, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City.

Highlights:

- Purchases:
None.
- Maturities:
 - \$5MM – Federal Farm Credit Bank 0.17, due 11/30/2022 – 0.172% YTM
 - \$10MM – Federal Home Loan Mortgage Corp 0.20, due 12/15/2022 – 0.20% YTM

Report Contents and Distribution. This report includes the following four schedules on the City's portfolio as of December 31, 2022; Summary of Investment Portfolio; Summary of Investment Portfolio Liquidity; Investment Performance versus benchmark; SIP Loan Capacity Report.

If you have any questions concerning this report, or require additional information, contact Tonya Wallace, Chief Financial Officer/City Treasurer at (509) 625-6585 or Chris Johnson, City Deputy Treasurer at (509) 625-6074.

DISTRIBUTION LIST

Administration

Nadine Woodward – Mayor

Johnnie Perkins – City Administrator

City Council

Breean Beggs – Council President

Betsy Wilkerson – Councilmember

Jonathan Bingle – Councilmember

Karen Stratton – Councilmember

Lori Kinnear – Councilmember

Michael Cathcart – Councilmember

Zack Zappone – Councilmember

Investment Oversight Committee

Tonya Wallace – Chief Financial Officer/City Treasurer

Betsy Wilkerson – Councilmember

Phillip Tencick – Retirement Director

Steve Scranton – Community Member

CITY OF SPOKANE

As of December 31, 2022

SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account	NA	NA	\$8,140,378
<u>Investments</u>			
Local Government Investment Pool	10.2%	4.13%	\$41,228,496
US Bank- Treasurer's Cash	0.0%	0.00%	-
Federal Agency Coupon Securities	60.2%	1.97%	242,429,356
Municipal Bond	7.7%	3.53%	30,786,695
Federal Agency Strip Bonds	8.5%	2.76%	34,291,273
Treasury Coupon Securities	4.8%	2.42%	19,298,700
Treasury Discounts	0.7%	0.62%	2,992,560
SIP Loans	7.9%	0.91%	31,544,386
Total Investments	100.0%	2.31%	\$402,571,466
Total Checking Account + Investments			\$410,711,844

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	9.7%	41,228,496
Within Three Months	14.6%	62,035,000
Three to Six Months	7.4%	31,500,000
Six Months to One Year	8.4%	35,710,000
One to Two Years	8.9%	37,742,084
Two to Three Years	11.5%	48,356,874
Three to Five Years	23.4%	99,432,428
Five to Seven Years	11.0%	46,895,000
Over Seven Years	5.1%	21,583,000
TOTAL	100.0%	\$424,482,882

CITY OF SPOKANE

As of December 31, 2022

INVESTMENT PERFORMANCE VS BENCHMARK:

BENCHMARK COMPARISON

The City of Spokane maintains certain performance objectives for its investments. The overall performance objective for the portfolio is to earn a total rate of return over the market cycle that equals or exceeds the market index. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, Agency securities, to maintain an average maturity of no longer than 3 years. The City generally invests in securities maturing in 5 years or less, except in such circumstances where the maturity of such investments coincide with an identifiable cash flow. To monitor the achievement of this objective, the City uses a comparison “Benchmark” function. Currently, the benchmark used by the City is the Treasury Yield relevant to the Weighted Average Maturity of the Portfolio. Below is a summary of the quarterly results as compared to the benchmark. While the City strives to achieve this performance objective every month, the goal is assumed to be met on an annual basis. The City’s performance fell below the benchmark during the quarter due to the significant market shifts caused largely by increasing interest rates and the Federal Reserve increasing their short-term rates, with expectations of further increases this year.

Benchmark Comparison for the Quarter Ended 12/31/2022

	<u>Benchmark</u>	<u>12/31/2022</u>	<u>9/30/2022</u>
Average Maturity (yrs)	1-2	2.34	2.50
Average Market Yield	4.73-4.41	2.31%	2.08%
Average Quality		AA/Aa1	AA/Aa1
Total Market Value		\$402,571,466	\$428,118,213

SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
Investment Portfolio Balance		\$402,571,466
Less: Bond Proceeds*		8,652,272
Less: ARPA Funds		65,603,093
Investment Portfolio Balance (Net of Bond Proceeds & ARPA)	100.00%	\$328,316,101
SIP Loan Capacity per Investment Policy (15%)	15.00%	49,247,415
Less: Current SIP Loans Issued	9.61%	31,544,386
Net SIP Loan Capacity	5.39%	\$17,703,029

*Bond proceeds include unspent cash and investment balances restricted in use for Library and Parks Improvements.



City of Spokane

Positions by Period Outstanding and Closed Debt Service 10/01/2022 to 12/31/2022

Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
<u>GOB</u>									
LTGO 2015	GOB	2/11/2015	Dec/2027 - 2034	3 to 4	48,305,000.00	0.00	0.00	829,561.25	48,305,000.00
LTGO 2016	GOB	1/20/2016	Dec/2025	3.24	8,708,655.00	0.00	1,428,458.00	141,080.21	7,280,197.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	18,124,500.00	0.00	3,526,200.00	125,059.05	14,598,300.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	135,325,000.00	0.00	7,935,000.00	2,807,388.75	127,390,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	59,895,000.00	0.00	425,000.00	1,161,125.00	59,470,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	16,290,000.00	0.00	2,395,000.00	391,975.00	13,895,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	58,940,000.00	0.00	840,000.00	1,202,100.00	58,100,000.00
UTGO 2018	GOB	12/20/2018	Dec/2043	3.625	12,900,000.00	0.00	0.00	233,812.50	12,900,000.00
	Subtotal				358,488,155.00	0.00	16,549,658.00	6,892,101.76	341,938,497.00
<u>Loans</u>									
CLID #221	Loans	9/15/2012	Aug/2023	2.29	7,083.71	0.00	0.00	0.00	7,083.71
CLID #223	Loans	11/1/2014	Nov/2026	3.15	277,406.36	0.00	52,094.30	8,738.30	225,312.06
CLID #224A	Loans	12/31/2015	Dec/2025	3	133,734.61	0.00	31,966.18	4,012.04	101,768.43
PAF ALKI REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,524,923.65	0.00	63,256.24	6,175.94	1,461,667.41
PAF CHAS DENTAL CLINIC	Loans	7/31/2020	Dec/2025	0.81	781,463.84	0.00	44,713.12	3,164.93	736,750.72
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	2,441,090.80	0.00	76,543.34	16,355.31	2,364,547.46
PAF EAST SPRAGUE RECON PJCT	Loans	3/30/2021	Jun/2026	1.21	2,000,000.00	0.00	0.00	12,100.00	2,000,000.00
PAF ENGINEERING RELOCATION	Loans	10/30/2020	Dec/2025	0.77	1,056,759.25	0.00	149,230.89	4,068.52	907,528.36
PAF FLEET REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,928,383.58	0.00	271,638.58	7,809.95	1,656,745.00
PAF GARDNER REFUND	Loans	6/30/2020	Dec/2025	0.81	986,710.21	0.00	40,930.29	3,996.18	945,779.92
PAF GOLF SIP LOAN 2018 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,327,363.75	0.00	61,647.82	9,425.82	2,265,715.93
PAF GOLF SIP LOAN 2019 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,363,905.28	0.00	93,742.54	9,573.82	2,270,162.74
PAF LTGO 2016 REFUNDED	Loans	6/30/2020	Dec/2025	0.81	2,662,583.97	0.00	327,553.61	10,783.47	2,335,030.36
PAF MAPLE GATEWAY REFUNDED	Loans	6/30/2020	Dec/2024	0.81	263,068.48	0.00	52,098.39	1,065.43	210,970.09
PAF PARKING METERS	Loans	12/10/2021	Dec/2026	1.65	1,083,944.25	0.00	116,518.21	8,942.54	967,426.04
PAF PUBLIC SAFETY 2016 REFUNDE	Loans	10/30/2020	Dec/2023	0.76	1,162,573.59	0.00	385,548.64	4,417.78	777,024.95



City of Spokane

Positions by Period Outstanding and Closed Debt Service 10/01/2022 to 12/31/2022

Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
PAF PUBLIC SAFETY 2017 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	1,874,916.20	0.00	371,511.33	7,124.68	1,503,404.87
PAF PUBLIC SAFETY 2018 REFUNDE	Loans	10/30/2020	Dec/2025	0.76	2,588,750.98	0.00	426,666.48	9,837.25	2,162,084.50
PAF PUBLIC SAFETY 2019 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	2,468,725.96	0.00	489,153.90	9,381.16	1,979,572.06
PAF PUBLIC SAFETY 2020	Loans	10/30/2020	Dec/2025	0.77	2,733,605.10	0.00	386,027.67	10,524.38	2,347,577.43
PAF STRATEGIC INVESTMENT REFUN	Loans	6/30/2020	Dec/2025	0.81	1,038,852.01	0.00	90,499.28	4,207.35	948,352.73
PAF UNIVERSITY DISTRICT REFUND	Loans	6/30/2020	Dec/2025	0.81	2,895,691.82	0.00	31,388.11	11,727.55	2,864,303.71
PAF WEST PLAINS REFUNDED	Loans	6/30/2020	Dec/2025	0.81	527,457.13	0.00	21,879.75	2,136.20	505,577.38
Subtotal					35,128,994.53	0.00	3,584,608.67	165,568.60	31,544,385.86
Grand Total					393,617,149.53	0.00	20,134,266.67	7,057,670.36	373,482,882.86

[Selected Issues]

Issue Group	Issue	Issue Group	Issue
Loans	CLID #222	Loans	CLID #221
Loans	PAF ALKI REFUNDED	Loans	PAF GARDNER REFUND
Loans	PAF UNIVERSITY DISTRICT REFUND	Loans	PAF WEST PLAINS REFUNDED
Loans	PAF LIBRARY REFUNDED	Loans	PAF RIVERFRONT PARK REFUNDED
Loans	PAF FLEET REFUNDED	Loans	PAF ENGINEERING VEHICLES REFUN
Loans	PAF GOLF SIP LOAN 2018 REFUNDE	Loans	PAF GOLF SIP LOAN 2019 REFUNDE
Loans	PAF LTGO 2016 REFUNDED	Loans	PAF STRATEGIC INVESTMENT REFUN
Loans	PAF MAPLE GATEWAY REFUNDED	Loans	PAF CHAS DENTAL CLINIC
Loans	CLID #223	Loans	CLID #224A
Loans	CLID #219	Loans	PAF ENGINEERING RELOCATION
Loans	PAF PUBLIC SAFETY 2020	Loans	PAF PUBLIC SAFETY 2014 REFUNDE
Loans	PAF PUBLIC SAFETY 2015 REFUNDE	Loans	PAF PUBLIC SAFETY 2016 REFUNDE
Loans	PAF PUBLIC SAFETY 2017 REFUNDE	Loans	PAF PUBLIC SAFETY 2018 REFUNDE
Loans	PAF PUBLIC SAFETY 2019 REFUNDE	Loans	PAF DOWNRIVER GOLF SIP LOAN 20
Loans	PAF EAST SPRAGUE RECON PJCT	Loans	PAF PARKING METERS
GOB	LTGO 2015	GOB	UTGO 2015
GOB	UTGO 2017	GOB	REV 2014
GOB	UTGO 2018	GOB	LTGO 2020
GOB	LTGO 2016		

City of Spokane

Investment Report

4th Quarter – 2022



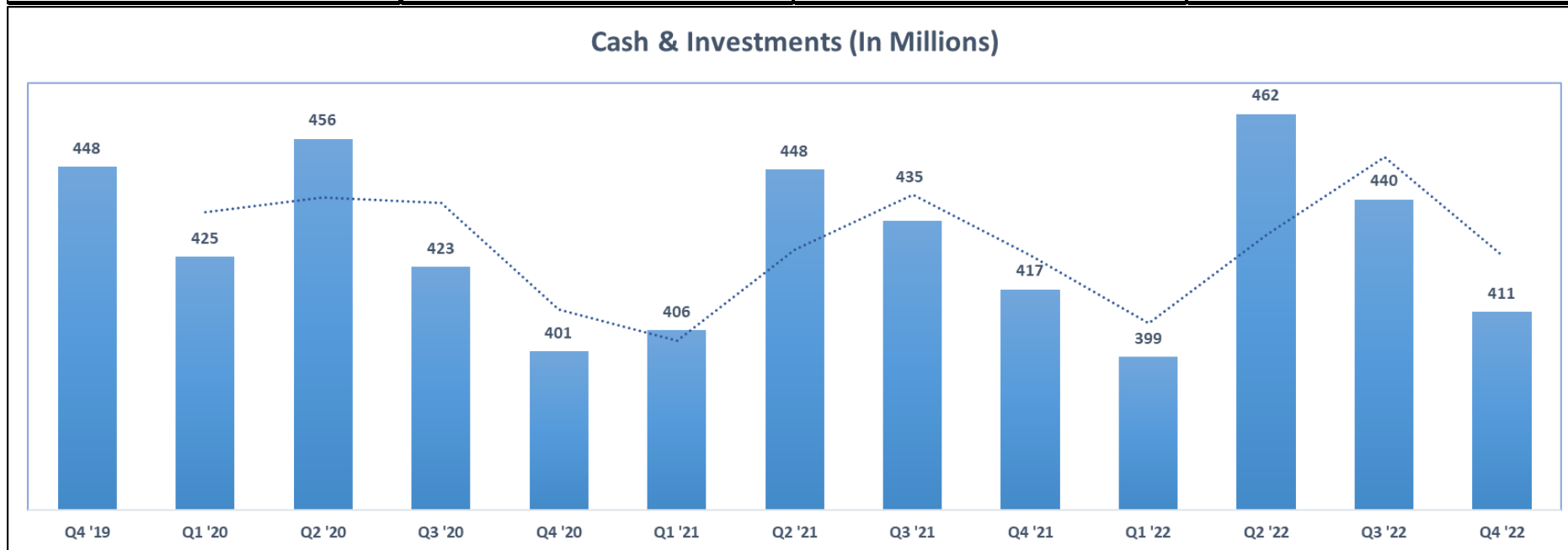
January 23, 2023

Topics

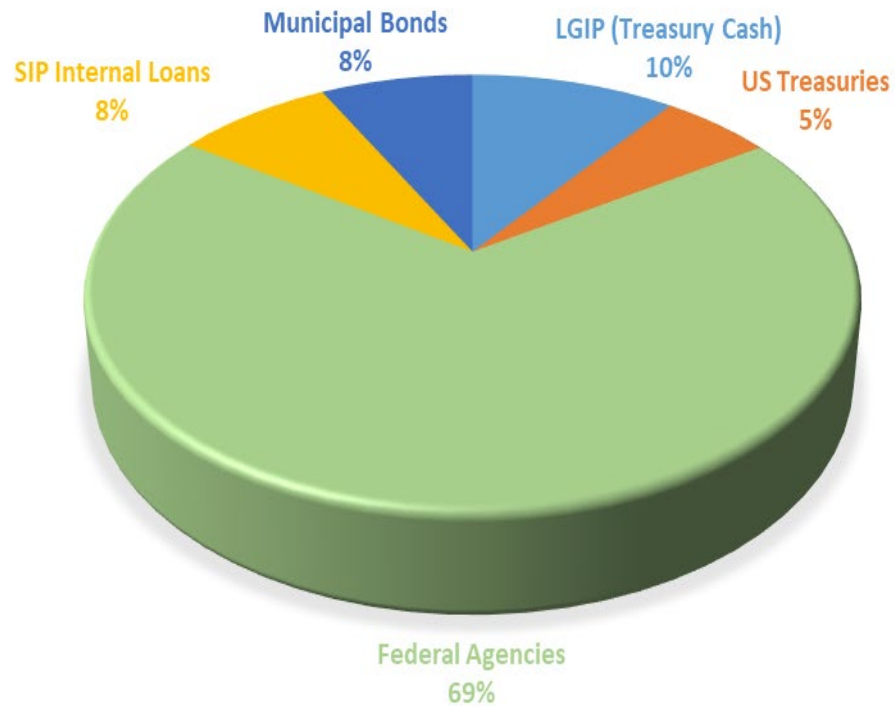
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance
- Strategic Focus

Current Cash & Investment Balances

Portfolio Category	September 30, 2022	December 31, 2022	Percent of Total
Cash & Equivalents	55,716,939	49,368,874	12.02%
Fixed Income Investments	348,756,474	329,798,584	80.30%
SIP Internal Loans	35,128,995	31,544,386	7.68%
TOTAL	439,602,408	410,711,844	100.00%

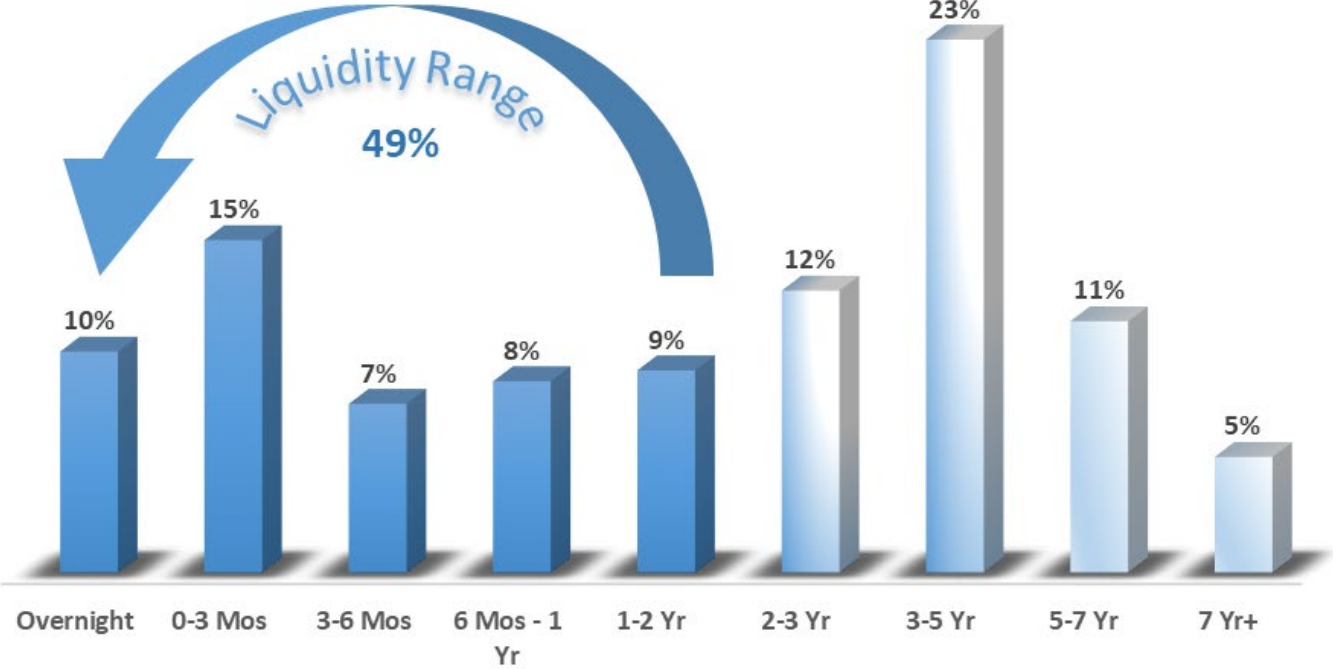


Portfolio Composition (*positions*)

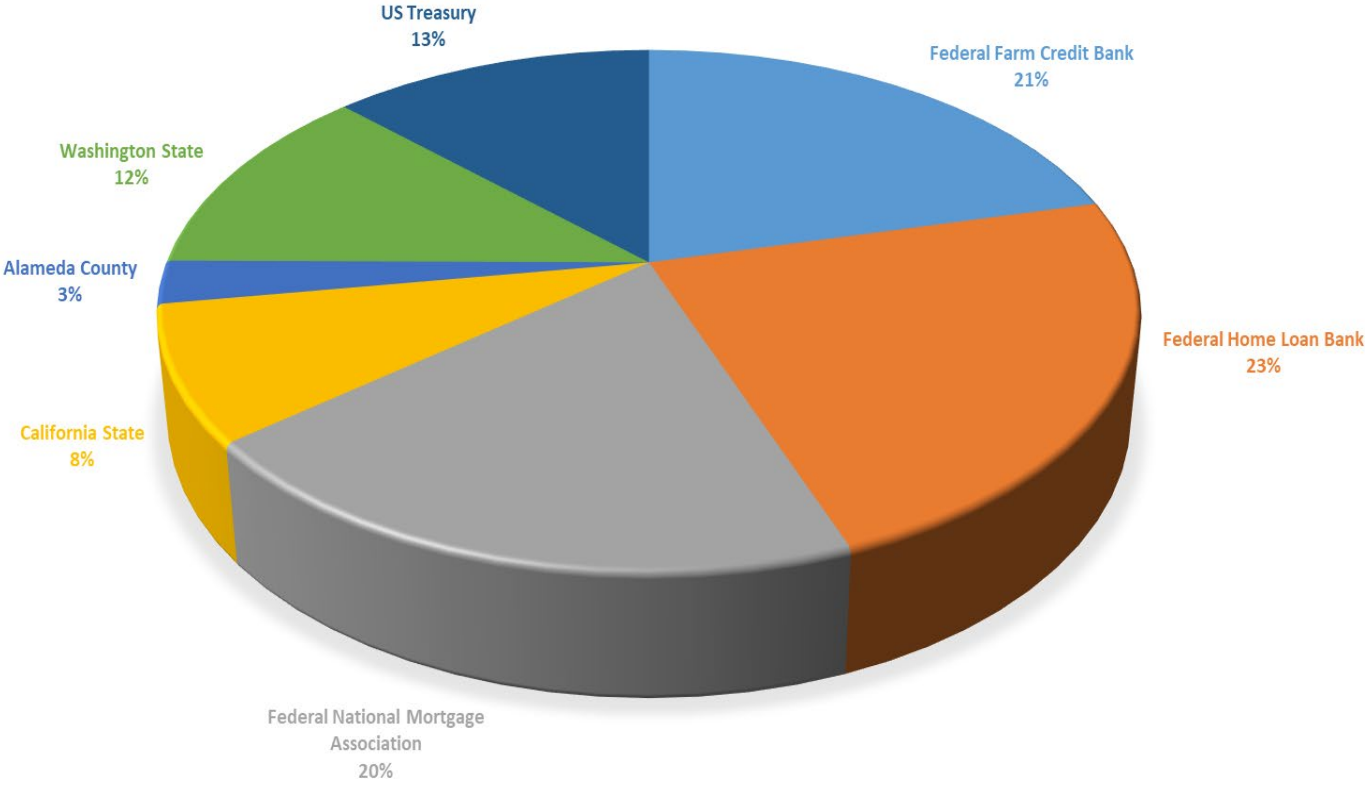


<u>Issuer Type</u>	<u>Maximum</u>	<u>Actual</u>	<u>Policy Result</u>
LGIP	100%	10%	Complies
US Treasury Securities	100%	5%	Complies
Federal Agency Securities	90%	69%	Complies
FFCB	40%	22%	Complies
FHLB	40%	21%	Complies
FNMA	40%	19%	Complies
PEFCO	40%	4%	Complies
FHLMC	40%	1%	Complies
FAMC	40%	2%	Complies
SIP Loans	15%	8%	Complies
Municipal Bond	10%	8%	Complies

Portfolio Composition (*liquidity*)



Portfolio Composition *(purchases)*



Total Purchases Made:		\$140,715,900
Municipal Debt:	64%	32,762,865
Federal Agency Debt	23%	90,107,880
Treasury Debt:	13%	17,845,155
Average Coupon Rate:		2.28%
Average YTM Rate:		3.17%
Average Maturity:		3.67 yrs

Portfolio Performance

Unrealized Gains/Losses

Impact of market-based interest rates on the value of the portfolio.

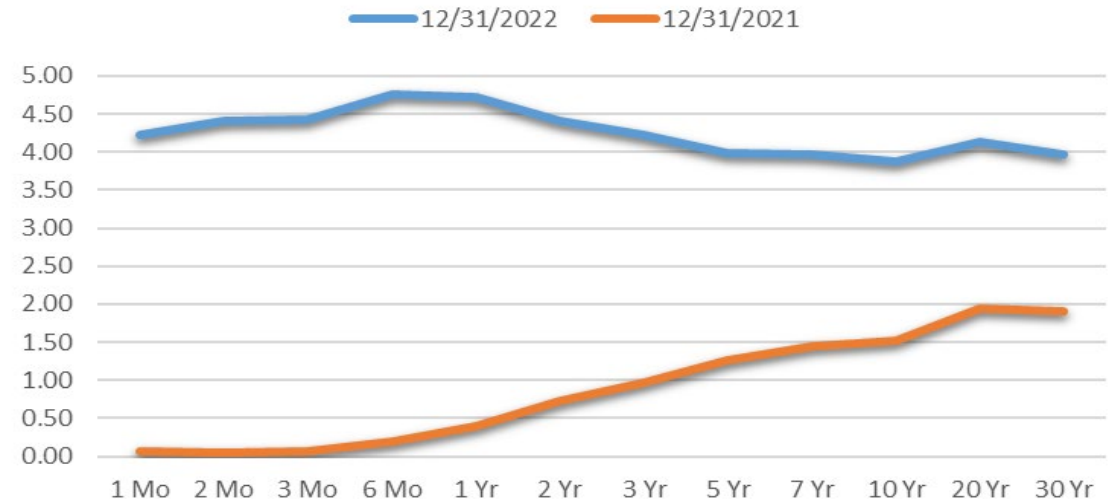
- \$12.9 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$6.7 Million

US Treasury Curve



Portfolio Performance vs Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.3 Years

Benchmark Maturity

U.S. Treasury securities.

- 1-2 Years

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 2.31%

Benchmark Yield (YTM)

U.S. Treasury Securities 1 & 2 year maturities.

- 4.73%-4.41%

FY 2023 Portfolio Strategic Focus

Liquidity

Match cash need with ARPA spending & back-fill.

- \$70 Million in ARPA Balance.
- “Life After ARPA”

Structure & Benefits

Ladder-focused portfolio.

- Supports average yield over time.
- Fosters interest & maturity stability.
- Removes market timing potential.

Performance Measurement

Benchmarking based on blended index approach.

- *Focus on portfolio allocation of maturities with an indexed allocation benchmark.*

Questions?

9 - SREC Service Level Agreement

Smithson, Lynden

This is a placeholder for now and has been moved from the 1/9 UE agenda - Lynden is trying to track down a Council Sponsor.

| For Discussion

Attachments

[SREC Standard Level Agreement \(SLA\) Briefing Paper.docx](#)

[City Fire SLA Signed- Schaeffer.pdf](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	City Legal
Contact Name & Phone	Lynden Smithson 509.625.6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>15 minutes</u>
Agenda Item Name	SREC Service Level Agreement- Fire Dispatch
Summary (Background)	The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency dispatch services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.
Proposed Council Action & Date:	January 9, 2023
Fiscal Impact:	N/A
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	N/A

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2022 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

6.1 The PROVIDER shall protect, defend, indemnify, and hold harmless the RECIPIENT, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The PROVIDER will not be required to indemnify, defend, or save harmless the RECIPIENT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the RECIPIENT. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused

by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
 - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

<u>PROVIDER</u>	<u>RECIPIENT</u>
Spokane Regional Emergency Communications Attn: Executive Director 1620 N. Rebecca Street Spokane, WA 99217 Phone: (509) 532-8911 Email: Lori.Markham@srec911.org	Fire Service Agency Spokane Fire Department Attn: Brian Schaeffer 44 West Riverside Ave Spokane, WA 99201 509-625-7000 bschaeffer@spokanefire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

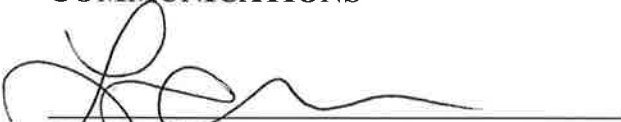
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS**

CITY OF SPOKANE


By: Lori Markham, Executive Director


By:

EXHIBIT "A"

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

DEFINITIONS

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.

- Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

Staffing:

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

Training/Hiring:

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

The Fire Service Communication Advisory Board (RECIPIENT):

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

Authority, Duties and Responsibilities of RECIPIENT:

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

RECIPIENT may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

The Fire Service Communications Advisory Board Members:

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

RECIPIENT Meetings:

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

Contracting Agency Responsibilities:

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

Cooperative Development Requirements:

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

3. Radio Network devices and system support:

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.

10 - Dell Value Blanket

Sloon, Michael

Council Sponsor: CW Wilkerson. For the approval of the Dell Value Blanket.

| For Discussion

Attachments

[2023 Dell Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CW Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/23/2023
Agenda Item Name	5300 Dell Value Blanket
Summary (Background)	National Cooperative Purchasing Alliance (NCPA) provides procurement resources that result in cooperative purchasing advantages for public and government agencies. NCPA cooperative purchasing contracts ensure all public agencies are receiving products and services of the highest quality at the lowest prices. We will utilize NCPA contract 01-143 for Technology Solutions, Products and Services and NCPA contract 01-153 for IT Security and Data Protection Solutions.
Proposed Council Action & Date:	Pass/Approval from Council to purchase technology equipment (hardware) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$750,000 annually plus sales tax, term of value blanket 02/06/2023 – 11/30/2025.
Fiscal Impact: \$ 750,000 plus sales tax annually Total Cost: \$ 750,000 plus sales tax annually Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Department Codes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
N/A	

11 - Budget Process Updates

Boston, Matthew

Council Sponsors: CP Beggs & CM Wilkerson. Updating the budget process to provide more information and quicker decision making ability for key stakeholders of the City Finances.

| For Discussion

Attachments

[Budget Ordinance - Briefing Paper .docx](#)

[v.2.1 Supplemental Budget Ordinance.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	CM Michael Cathcart
Contact Email & Phone	mcathcart@spokanecity.org
Council Sponsor(s)	CM Wilkerson & CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Budget ordinance updates
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City Council’s Budget Committee is requesting a more inclusive process that regularly provides information to the key stakeholders of the budget so that there is the ability to make well informed decisions on budgeting topics in relation to the annual budget, and the proposed supplemental and biennial budget reviews.</p> <p>This action will improve the transparency of the budgeting process between the legislative and executive branches of government and promote quicker action and proactive tendencies within the government finances.</p>
Proposed Council Action	Approve on 2/7/2022
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <u>N/A</u> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) <u>N/A</u>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A – This directive does not have an impact on historically excluded communities as this is an procedural change.</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A – Data regarding the groups identified above should not be directly or indirectly impacted by the administrative changes above.</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Finance officers, cabinet members, and city officials will be part of the continued dialogue to ensure the process changes are considered effective and efficient. The most impactful metric for the improved policies will be the City being better stewards of the current budget and reserve balances.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This is a recommended change in policy that will align closely with Resolution 2022-0094 and will enhance the budget policies and procedures currently written into the Spokane Municipal Code.

ORDINANCE NO. C-_____

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.14 of the Spokane Municipal Code is amended to read as follows:

Chapter 07.14 Budget Process

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of RCW 35.33.135, on the first Monday of October of each year or such earlier time as may be mutually convenient, the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with estimates submitted by the clerk/city budget director under RCW 35.33.051.
- B. The city council and the mayor or his designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal year, and the city council shall determine and fix by ordinance the amount to be raised by ad valorem taxes.
- C. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 07.14.020 Revenue Allocation to Northeast Public Development Authority

Effective January 1, 2019, seventy five percent (75%) of incremental Revenue increases from all applicable taxes collected by or on behalf of the City, to include without limitation the City's share of: 1) regular sales or use tax, 2) leasehold excise tax, 3) real and personal property tax, and 4) utility tax generated within the geographic boundaries of the Focus Area set forth in the attached Map, (Map 7.14.020-M1), will be allocated to the NEPDA. For purposes of this section "Revenue" means any incremental increases in tax revenues from properties or conducting of business originating from the location of properties within the geographic boundaries of the Focus Area. The Revenue allocation shall not apply to revenue generated within the boundaries of a tax increment finance district created prior to the effective date of this ordinance

Section 07.14.030 Budgeting Principles for Year-End Close and mid-year budget passing

- A. The City recognizes the need to consistently be reviewing budgeted expenditures and revenues in order to adjust accordingly to specific needs during the year and/or adapt the current budget to recognize current financial trends.

- B. The City recognizes the need to close out the previous year's financial postings after the end of the fiscal year identified in RCW 07.01.010 (December 31) due to the receivables and billings that occur post December 31.
 - 1. The City requires that, as part of the year end closing process, and the consistent review of revenues/expenditures, the City shall include the following
 - a. By no later than the March Finance and Administration Committee meeting, the Finance Department will provide briefing to the Legislative Branch of the previous year's estimated general fund reserve balances (Contingency, Revenue Stabilization, Strategic, and Unallocated

 - b. By no later than the April Finance and Administration Committee meeting, the Finance Department will provide briefing to the Legislative Branch the current year's first quarter budget-to-actual trends in order to identify any potential trend risks within the general fund of going overbudget for expenditures and/or under budget for revenues

 - c. By no later than the May Finance and Administration Committee meeting, the Finance Department will provide a recommendation of changes to incorporate as a supplemental budget via an SBO that incorporates budget-to-actual trends, prior years fund balances that have been reported to the State Auditor's Office, and current year legislative priorities.

 - d. A supplemental budget shall be adopted by the legislative branch no later than July 3rd.

- C. The City recognizes the need to identify long term financial sustainability solutions. As part of the annual budget process, the delivery of the preliminary budget (in accordance to RCW 35.33.051) shall include a two-year preliminary budget (budget year, plus one subsequent year) based on expected revenues and expenditures.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

12 - Resolution appointing Patrick Striker as Director of Neighborhood Services

Quick, Jennifer

Council Sponsors: CM Stratton & CM Kinnear. Discuss/Confirm appointment of Patrick Striker as the Director of Neighborhood Services

| For Decision

Attachments

[Finance Administration Briefing Paper - Director of Neighborhood Services ~.docx](#)

[Reso Appointing Patrick Striker as the Director of Neighborhood Services.docx](#)

Committee Agenda Sheet

FINANCE & ADMINISTRATION

Submitting Department	Human Resources
Contact Name & Phone	Johnnie Perkins, City Administrator X-6502
Contact Email	jperkins@spokanecity.org
Council Sponsor(s)	Council Member Stratton and Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Neighborhood Services
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Patrick Striker as the Director of Neighborhood Services.</u> <p style="margin-top: 20px;">Patrick Striker was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Neighborhood Services</p>
Proposed Council Action & Date:	Confirm the Appointment of Patrick Striker as the Director of Neighborhood Services.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION 2023 - _____

A resolution approving the appointment of Patrick Striker as the Director of Neighborhood Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Patrick Striker as the Director of Neighborhood Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Patrick Striker as the Director of Neighborhood Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

13 - Consent Items

14 - CHHS SBO Approving 2 positions to 2023 Budget

Cerecedes, Jennifer

Requesting approval to add 2 positions which were already approved to the 2023 budget

Attachments

[Briefing Paper CHHS Positions 2023.docx](#)

[CHHS Positions 2023 SBO.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Add two existing CHHS positions to 2023 budget
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On November 14, 2022 under ORD C36328, it was passed to add two new CHHS positions to the 2022 budget. These positions are a Program Professional for Housing Services and a Program Specialist for Contract, Grant, and Compliance work. These positions will be funded / are funded by existing grant sources, with no additional cost to City General Fund dollars.</p> <p>Due to the timing of the original request, these positions made it into the 2022 budget, but not into the 2023 budget. This request is to add these two positions to the 2023 budget.</p>
Proposed Council Action	Approve SBO on February 6, 2023
<p>Fiscal Impact Total Annual Cost: \$180,000 <i>Total cost will vary based on the hiring step and associated benefits. We expect the salary and benefit cost per employee to be less than \$90K and no impact to the City as they are grant supported positions.</i></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Positions <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: CHHS program grants, CDBG, HOME, ESG, CHG, HEN, and others</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the CD/HS Operations Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the CD/HS Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one classified Program Specialist position (from 2 to 3).
- 2) Add one classified Program Professional position (from 4 to 5).
- A) There is no change to the overall appropriation level in the CD/HS Operations Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to account for a staffing change made after budget development, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

15 - CHHS Department of Commerce ROW Initiative

Cerecedes, Jennifer

Sponsored by CM Wilkerson and CM Stratton, CHHS is requesting permission to accept \$2,806,625 from the department of Commerce for assisting persons moving from encampments.

Attachments

[CLEAN Commerce Draft \(1-11-2023\).docx](#)

[Briefing Paper Template Right of Way Initiative 1.23.23.docx](#)



Federal Services Contract with

The City of Spokane, a Washington municipal corporation,

through

Rights of Way Initiative.

**Contract Number:
SFY23- 46141-013**

For

**Establishing an agreement between the City of Spokane and
Commerce to achieve housing stability for individuals and families
relocated from state rights of way.**

Dated: Friday, October 1, 2021

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Face Sheet

Contract Number: SFY23- 46141-013

**Housing Division
Rights of Way Initiative**

Subrecipient
 Contractor

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Jennifer Cerecedes, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6 th Floor 509-625-6055 jcerecedes@spokanecity.org		4. COMMERCE Representative Nathan Peppin Director of Homelessness on State Property (360) 489-5825 nathan.peppin@commerce.wa.gov 1011 Plum ST SE Olympia, WA 98501	
5. Contract Amount \$2,806,625	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 10/1/22	8. End Date 6/30/23
9. Federal Funds (as applicable) \$2,806,625	Federal Agency: U.S. Treasury	ALN 21.027	Indirect Rate <Insert indirect rate>
10. Tax ID # 91-60001280	11. SWV # WA003S	12. UBI # 328-013-877	13. UEI # PDNCLY8MYJN3
14. Contract Purpose Establishing an agreement between the City of Spokane and Commerce to achieve housing stability for individuals and families relocated from state rights of way.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR _____ Nadine Woodward, Mayor _____ Date		FOR COMMERCE _____ Diane Klontz Deputy Director of Division and Program Alignment _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: Not Provided
Federal Award Identification Number (FAIN): SLFRP0002
Total amount of the federal award: \$2,213,854,677.95
Awarding official: US Department of the Treasury

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. SLRFP0002 awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Rights of Way Initiative, Washington State Department of Commerce.”

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$2,806,625.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$2,806,625.00 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number SFY23- 46141-013. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fail to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors (including the Sub-Recipients) and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

The Contractor shall maintain insurance coverage as set out in this section.

The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certificates from the insurance issuing agency. The copies or certificates shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. HOUSING SAFETY AND HABITABILITY REQUIREMENTS

All funded living situations must protect occupants from the elements and not pose a threat to health or safety. Accommodations must be made for people who use wheelchairs or mobility devices, as needed, and reasonable accommodations must be made for other disabilities.

All funded living situations must provide:

- Access to hygiene facilities, including toilets, handwashing, and garbage containers, all of which are serviced frequently
- Access to storage for the belongings
- Cleaning services to support hygienic living situations
- Access to habitable temperatures
- Reasonable proximity to the right of way from which the person was moved, and reasonable access to transportation to local services

Funded living situations should also provide:

- Access to personal hygiene products
- Access to food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices
- Access to laundry facilities
- Access to electricity

9. **HOUSING ACCESSIBILITY**

Housing and shelter beds funded by this initiative must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Housing and shelters must have flexible intake processes and require minimal documentation.

At a minimum, people must not be screened out based on the following criteria:

- Having little or no income
- Having poor credit or financial history
- Having poor or lack of rental history or evictions
- Having involvement with the criminal justice system
 - Housing serving families with children may screen participants for sex offenses.
- Having active or a history of alcohol and/or substance use
 - Sobriety/recovery-focused housing may limit enrollment to individuals seeking a sober/recovery-focused environment, but sobriety/ recovery-focused housing cannot be the only housing option offered.
- Having been impacted or affected by crime
- The type or extent of disability-related services or supports that are needed
- Lacking identification or proof of U.S. Residency Status
- Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services
- If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program

Housing can be oriented to moving people to more permanent housing, but housing may not have strict stay limits. Participants must not be exited to homelessness solely due to the number of days residing in housing.

Participants must not be terminated from the program for the following reasons:

- Failure to participate in supportive services or treatment programs
- Failure to make progress on a housing stability plan
- Alcohol and/or substance use in and of itself is not considered a reason for termination
- If a participant is terminated from the housing due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the housing at a later date when the behavior has been resolved.

Housing and shelter must comply with local, state, and federal nondiscrimination requirements, including not discriminating based on religion, gender identity, or sexual orientation.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “COMMERCE” or “Department” shall mean the Washington Department of Commerce.
- C. “Contract” or “Agreement” or “Grant” means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Contractor” or “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. “Modified Total Direct Costs” (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. “State” shall mean the state of Washington.
- H. “Subaward” shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.
- J. “Subrecipient” shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings,

conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. 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 federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing,

transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

12. **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contract, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. **COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

14. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Contract.

25. PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

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

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Contractor’s procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii.** Positive efforts shall be made to use small and minority-owned businesses.
 - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

- v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. **PUBLICITY**

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

29. **RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

30. **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

35. SITE SECURITY

While on COMMERCE premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

38. TAXES

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

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need

to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be

final for all the purposes of this clause;

- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Trent Shelter:

GRANTEE shall manage, staff, and operate the Trent Resource and Assistance Center to maintain an annual capacity of approximately 50 unsheltered individuals who self-certify as being displaced from the Washington State Department of Transportation's Right of Way commonly referred to as Camp Hope and thereby meet the basic needs of experiencing homelessness,

Operations

- a. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to fifty (50) adults from state rights of way, based on priority provided by Commerce or WSDOT, in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.
- b. Hours of intake are to be 24 hours a day. GRANTEE is to be able to take an adult in at any time to provide needed shelter and basic human needs. To better manage the population, it is expected that guests remain in the shelter after dusk until dawn, and guests that demand to leave during that window would be barred from re-entry. Guests that demand to leave during hours of darkness will also be provided transport as defined below. Guests that have a legitimate and compelling need, such as night-time employment, or a documented/confirmed medical emergency can be exempted from this re-entry rule at GRANTEE's discretion. The intent of this provision is to reduce or eliminate unauthorized egress during hours of darkness as there are no local stores or services available, and all the guest needs can be met onsite.
- c. Daytime shelter and day use space shall be provided seven days a week including access to bathroom, shower, laundry, electrical charging, supportive services, and meals three times per day.
- d. GRANTEE shall ensure there is adequate separate day space internally and in the fenced outside area and loading dock area to allow for use without a guest having to leave the property. The outside space should incorporate a smoking area that allows adequate separation to prevent second-hand inhalation from other exterior spaces, and a pet-relief area that is maintained to prevent odor or other public health concerns.
- e. Scope of services includes providing of chemical toilets scaled to the population, services to same and the CITY owned and provided shower trailer, and provision for ADA accessibility to these facilities.

- f. Daytime services shall include outreach, referrals, case management, temporary storage for personal belongings, and a coordinated entry access point for regional supportive services, employment and housing.
- g. The Parties hereto affirm that they will comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State, or the Washington State Legislature. Additional resources information may be found on the Governor's website at the following link: <https://coronavirus.wa.gov/>
- h. GRANTEE shall provide high-speed internet capability for GRANTEE, Service Provider, and any supporting agency use as part of the operating budget. The CITY shall provide four workstations for guest use related to supportive services, employment, and housing related use. At GRANTEE's own discretion, with outside partnership, wifi capability to the guests can be provided as long as it does not limit or reduce the effectiveness of the above requirement, and GRANTEE must have the capability to separate that guest wifi capability.
- i. GRANTEE shall provide a land-line telephone capability that can support at least two concurrent callers and be able to provide fire alarm connection capabilities as required.
- j. Rules of conduct shall be posted and used to help manage the site. GRANTEE will provide those rules to the CITY for review and approval and shall update based on lessons learned and feedback from the CITY, community members, or other governing agencies. At a minimum, these rules shall include not allowing weapons onsite, confiscation of illegal weapons and drugs and turning into the Spokane Police Department (SPD), and not allowing onsite drug or alcohol use or storage. Any site rules cannot be in conflict with any provision of the terms and conditions of this contract.
- k. Management of guests – GRANTEE shall provide and update a site plan and set of Standard Operating Procedures (SOPs) for review and reasonable input. This shall detail how different adult populations are to be managed, provided resources and access to services, issues and conflicts managed, and connection to supportive services will be assisted.
- l. GRANTEE shall provide healthy and nutritionally balanced meal choices and meet any needed and documented dietary requirement of shelter guests. GRANTEE is encouraged to provide healthy snack and beverage options.
- m. Personal visits to shelter guests will be managed, with visitors having to check in with GRANTEE and are subject to the shelter rules of conduct.

Rapid Rehousing:

Prior to the release of any funding for Rapid Rehousing this section of the scope of work must be updated and agreed to by Commerce and The City of Spokane. Commerce and the City of

Spokane may agree in writing via email to release up to \$150,000.00 prior to a complete scope of work being finalized in an effort to stand up the program and avoid delays in housing homeless individuals and families.

Diversion:

Prior to the release of any funding for Diversion this section of the scope of work must be updated and agreed to by Commerce and The City of Spokane. Commerce and the City of Spokane may agree in writing via email to release up to \$25,000.00 prior to a complete scope of work being finalized in an effort to stand up the program and avoid delays in treating homeless individuals and families.

Attachment B: Budget

Line Item	FY 22
Trent Shelter	\$2,000,000
Rapid Rehousing (Housing Navigators)	\$656,625
Diversion Program – United Way	\$150,000
TOTAL	\$2,806,625

Committee Agenda Sheet [COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes 509.625.6055
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Wilkerson and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Department of Commerce Right of way initiative
Summary (Background)	<p>In July of 2022 DOC made available funds for assisting with moving persons in encampments into housing. The City has received a contract indicating commerce will award the City \$2,806,625 to be broken down into the following distributions</p> <ul style="list-style-type: none"> • \$2,000,000 To Trent Shelter currently managed by TSA • \$656,625 to Housing Navigators for Rapid Re-housing • \$150,000 to United Way for Diversion <p>The scope of services for TRAC is complete, the Rapid Re-housing and Diversion scopes are still in progress- please see Scope of Work section for details on Rapid Re-Housing and Diversion.</p>
Proposed Council Action & Date:	Acceptance of these awards on January 9 th , 2023
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This will serve households over the age of 18 who are homeless.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used for data collection	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used for data collection	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This will align with the current 5 year strategy to end homelessness

16 - RV Disposal Contract Renewal

McNab, Michael

Council Sponsor - CM Kinnear. Renewal of contract with Evergreen Towing for the removal and disposal of impounded and abandoned RV's.

| For Information

Attachments

[Finance Committee Briefing paper-Evergreen towing.docx](#)

mCommittee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Maj. Mike McNab
Contact Email & Phone	mmcnab@spokanepolice.org 509-835-4514
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Renewal of Impounded and Abandoned RV Disposal Services contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On 12/16/2020, IRFP # 5372-20 was sent to multiple firms via the City's ProcureWare system, for Impounded and Abandoned RV Disposal Services. Evergreen State Towing won the bid to provide services to the City of Spokane and the Spokane Police Department. The original contract was awarded for 2 years ending 12/31/2022 with 3 renewal options available.</p> <p>This contract with Evergreen State Towing is for removal and disposal of junk/abandoned motorhomes and similar vehicles that other towing companies are unwilling or unable to impound. These vehicles represent a blight on the neighborhoods in which they are abandoned and present significant health concerns.</p> <p>The Police Department, in partnership with Parking Enforcement and Code Enforcement, place notices on vehicles 24-72 hours in advance, giving the occupants time to act. Most, if not all vehicles towed under this contract are towed as junk/hulk vehicles.</p> <p>A contract extension is now being requested for a two-year contract term ending February 28, 2025 with 1 optional year remaining under the current terms.</p>
Proposed Council Action	Approval of contract renewal with Evergreen State Towing on
<p>Fiscal Impact</p> <p>Total Cost: <u>Not to exceed \$250K over the contract term</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Police, Parking Meters fund, Code Enforcement</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Does not apply</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Does not apply</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p>

17 - CHHS Acceptance of Formula Grants

Cerecedes, Jennifer

Sponsored by CP Beggs, CHHS is requesting acceptance of formula grants from HUD

Attachments

[Formula Grant Acceptance 1.23 Committee Meeting 1.30 Advanced and Current.docx](#)

[Spokane FY22 CDBG Grant Agreement w UEI Confirmation Special Conditions.pdf](#)

[Spokane FY22 ESG Grant Agreement.pdf](#)

[Spokane FY22 HOME Grant Agreement.pdf](#)

[2022 ConAAP GA Transmittal City of Spokane.pdf](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org 509-625-6055
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of formula grant agreements
Summary (Background) *use the Fiscal Impact box below for relevant financial information	CHHS is requesting permission to accept the FY 2022 CDBD Grant Agreement of \$3,163,021, the FY 2022 ESG Grant Agreement for \$279,815, and the HOME Investment Partnerships Grant Agreement of \$1,458,497. We are requested to sign and return these grant agreements within 30 days, we received these contracts on January 4 th and need to have them completed by February 6 th . Due to the MLK holiday, I am requesting that this item go to committee on the 23 rd , but would like to have a rules suspension on the 30 th to go to Advanced and Current Agenda so we can meet our deadline.
Proposed Council Action	Please grant us permission to accept these funds
Fiscal Impact Total Cost: <u>4,901,333</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? These funds are primarily to support low income households via services or housing.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? For ESG reporting we use CMIS, for HOME and CDBG these awards are formula grants based on demographic data for our region.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? For ESG we are required to submit annual reports on the effectiveness of the program, for CDBG and HOME we update our Annual Action Plan with outcomes.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with the Comprehensive Plan and the 5 year strategy to end homelessness.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

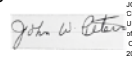

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Community Development Block Grant Program


OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Spokane	3a. Grantee's 9-digit Tax ID Number 916001280	3b. Grantee's 9-digit DUNS Number PDNCLY8MYJN3 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 808 West Spokane Falls Boulevard R00M 250 Spokane, WA 99201-3333	4. Date use of funds may begin 07/01/2022	
	5a. Project/Grant No. 1 B-22-MC-53-0006	6a. Amount Approved \$3,163,021
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) John W. Peters		Grantee Name (Contractual Organization) Spokane (City of Spokane)	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 01/04/2023	Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified	
9c. Date of Start of Program Year 7/1/2022			
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2022	
b. Funds now being Approved		\$3,163,021	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



SPOKANE, CITY OF

Unique Entity ID PDNCLY8MYJN3	CAGE / NCAGE 5FYPO	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 19, 2023	
Physical Address 808 W Spokane Falls BLVD Spokane, Washington 99201-3333 United States	Mailing Address 808 W. Spokane Falls BLVD Spokane, Washington 99201-3339 United States	

Business Information

Doing Business as Accounting Department	Division Name Grants Management & Financial Assistance	Division Number (blank)
Congressional District Washington 05	State / Country of Incorporation (blank) / (blank)	URL http://www.spokanecity.org

Registration Dates

Activation Date Jan 24, 2022	Submission Date Jan 20, 2022	Initial Registration Date May 6, 2009
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Entity Dates

Entity Start Date Jan 1, 1805	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Municipality
City

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 5FYP0
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Points of Contact

Electronic Business

🔗 Skyler Brown	808 W. Spokane Falls BLVD Spokane, Washington 99201 United States
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Skyler Brown	808 W. Spokane Falls BLVD. Spokane, Washington 99201 United States
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Government Business

🔗 Skyler Brown	808 W. Spokane Falls BLVD. Spokane, Washington 99201 United States
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Skyler Brown	808 W. Spokane Falls BLVD. Spokane, Washington 99201 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	921190	Other General Government Support
	922120	Police Protection
	922160	Fire Protection
	926130	Regulation And Administration Of Communications, Electric, Gas, And Other Utilities

Disaster Response

This entity does not appear in the disaster response registry.

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

**U.S. Department of Housing and Urban
 Development**
 Office of Community Planning and Development

1. Recipient Name and Address City of Spokane 808 West Spokane Falls Boulevard Room 250 Spokane, WA 99201-3333		2. Unique Federal Award Identification Number: E-22-MC-53-0006	
		3. Tax Identification Number: 916001280	
		4. Unique Entity Identifier: PDNCLY8MYJN3	
5. Fiscal Year (yyyy): 2022			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$279,815	
8. Total Amount of Federal Funds Obligated		\$279,815	
9. Total Required Match		\$279,815	
10. Total Amount of Federal Award Including Match		\$559,630	
11. Start Date of Recipient's Program Year 07/01/2022		12. Date HUD Received Recipient's Consolidated Plan Submission 12/16/2022	13. Period of Performance and Budget Period Start Date/Federal Award Date 01/04/2023
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13)	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-22-05 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-22-05, under the condition that the costs are otherwise allowable and were incurred on or after the dates listed in box 11 and box 12 or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) John W. Peters, CPD Director	18. Signature <u>X</u>	19. Date (mm/dd/yyyy) 01/04/2023
20. For the Recipient (Name and Title of Authorized Official)	21. Signature <u>X</u>	22. Date (mm/dd/yyyy) / /

Funding Information (HUD Accounting Use Only):

PAS Code: SOE	Region: 10	Program Code: SOE
Appropriation: 0192/1192	Office: (Seattle)	Treasury Code: 086
Appro Symbol: J		

Special Conditions and Requirements for FY 2022 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Special Conditions and Requirements for FY 2022 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings#14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address Spokane 808 West Spokane Falls Boulevard Room 250 Spokane, WA 99201-3333	2. Grant Number (Federal Award Identification Number (FAIN)) M22-MC530201	
	3a. Tax Identification Number 916001280	3b. Unique Entity Identifier (formerly DUNS) PDNCLY8MYJN3
	4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0.00
a. Formula Funds	\$
b. Community Housing Development Org. (CHDO) Competitive	\$

7. Current Transaction (+ or -)	\$1,458,497.00
a. Formula Funds	\$1,458,497.00
1. CHDO (For deobligations only)	\$
2. Non- CHDO (For deobligations only)	\$
b. CHDO Competitive Reallocation or Deobligation	\$

8. Revised Obligation	\$
a. Formula Funds	\$
b. CHDO Competitive Reallocation	\$

9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Federal Award Date (HUD Official's Signature Date) 01/04/2023
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11. Indirect Cost Rate*	12. Period of Performance Date in Box #10 - 09/01/2030															
<table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base														
—	—%															
—	—%															
—	—%															
—	—%															

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) John W. Peters CPD Director	14. Signature	15. Date 01/04/2023
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16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /
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19. Check one:
 Initial Agreement Amendment #

20. Funding Information: HOME			
Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$1,452,687.00
2021	861/40205	HMF (J)	\$3,205.00
2020	860/30205	HMF (H)	\$1,330.00
2013	86 X 0205-13	HMC (O)	\$1,275.00



U.S. Department of Housing and Urban Development
 Seattle Regional Office
 Seattle Federal Office Building
 Office of Community Planning & Development
 909 First Avenue, Suite 300
 Seattle, WA 98104-1000
www.hud.gov/washington.html

January 4, 2023

Kim McCollim, Director
 Neighborhood, Housing and Human Services Division
 City of Spokane
 808 W. Spokane Falls Blvd.
 Spokane, WA, 99201

Dear Ms. McCollim:

SUBJECT: Fiscal Year 2022 Grant Agreement Transmittal

The Seattle Regional Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

Community Development Block Grant Program (CDBG)	\$3,163,021
HOME Investment Partnerships (HOME)	\$1,458,497
Emergency Solutions Grant (ESG)	\$279,815
Total FY 2022 Award	\$4,901,333

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

To establish a Line of Credit for Fiscal Year 2022 grant funds, your agency needs to sign, execute and return one (1) copy of each Grant Agreement. If your agency needs to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return to this office. Additionally, if your agency needs to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

www.hud.gov/washington.html
espanol.hud.gov

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD’s Notice, “General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.

Please execute two (2) copies of each Grant Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) executed copy of each agreement to the attention of your CPD Representative. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director’s signature. The CDBG Grant Agreement should **not** be electronically signed in box 12c. Maintain a signed copy of the agreement on-site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the City of Spokane on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact your CPD Representative, Aaron Luce, at Aaron.B.Luce@HUD.gov.

Sincerely,

John W. Peters
Director
Office of Community Planning and
Development

Enclosures

18 - Structured Nutanix Servers and Licensing

Sloon, Michael

Council Sponsor: CW Wilkerson. For the approval of the purchase of Nutanix servers and licensing through Structured Communication Systems.

| For Discussion

Attachments

[Structured Briefing Paper.docx](#)

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CW Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/23/2023
Agenda Item Name	5300 Structured Nutanix Servers and Licensing
Summary (Background)	New contract purchase with Structured Communication Systems for Nutanix Clusters, servers, and five (5) years of support including 60 hours of professional services. Also, VMware VSphere Enterprise licenses including 2-year subscription/support. This purchase is needed due to Spokane City's Disaster Recovery plan. The cost of the entire purchase will be \$414,740.52 plus any applicable sales tax. Utilizing Federal GSA Contract# 47QSWA18D008F for government pricing and selection of the vendor.
Proposed Council Action & Date:	Pass/Approval from Council on February 6 th , 2023.
Fiscal Impact: \$414,740.52 plus sales tax Total Cost: \$414,740.52 plus sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 5310-73100-94180-56409 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Not applicable – annual software maintenance	

19 - Interlocal with Spokane County for Jury Management Services

Delaney, Howard

Council Sponsor: CM Kinnear Interlocal Agreement with Spokane County and the Spokane County Superior Court for Jury Management Services

| For Information

Attachments

[Committee Briefing Paper - Finance - Jury Management Services.docx](#)

[Interlocal Agreement Municipal Court Jury Needs 2023-2025.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Municipal Court
Contact Name	Howard Delaney
Contact Email & Phone	hdelaney@spokanecity.org 509-625-4450
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal with Spokane County for Jury Management Services
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Municipal Court's execution of an Interlocal Agreement with Spokane County and the Spokane County Superior Court for Regional Jury Management Services under the provisions of chapter 39.34 of the Revised Code of Washington, commonly known as the Interlocal Cooperation Act.
Proposed Council Action	Approve interlocal through 2025
Fiscal Impact Total Cost: <u>Annual costs vary and include the cost for each jury panel requested as well as a percentage of administrative costs which are shared with Spokane County District and Superior Courts. Actual costs paid in 2022 were \$22,003.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why) N/A The Spokane Municipal Court is required by the provisions of chapter 35.20 of the Revised Code of Washington to provide a trial by jury to individuals charged with a criminal offense. Since its inception, the Spokane Municipal Court has contracted with Spokane County and the Spokane County Superior Court to provide its jury management services.	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE
(January 1, 2023-December 31, 2025)**

THIS AGREEMENT, made and entered into by and among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as “**CITY**” and **Spokane County Superior Court**, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the “**COURT**,” jointly hereinafter referred to as the “**PARTIES**.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the COURT maintains a Jury Management System (“System”); and

WHEREAS, the CITY is desirous of using the COURT’S System for its Municipal Court; and

WHEREAS, in conjunction with the CITY’S use of the System, the CITY agrees to pay a percentage of the administrative costs for such System, to include (1) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the COURT will provide System services to the CITY. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY’S Municipal Court. The terminology CITY’S Municipal Court shall mean that Court used by the CITY to meet its responsibilities under RCW 39.34.180.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2023, and run through 11:59 P.M. December 31, 2025, unless one or all of the PARTIES give notice of termination as provided for in Section No. 5 and Section No. 10 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

The CITY shall pay the COUNTY the actual costs for its use of the System as outlined below.

A. **Reimbursement.** Costs of the System shall be comprised of two components, namely (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

(1) Costs for each jury panel requested.

Costs for each jury panel requested shall be the actual costs to include jury fee, mileage, and all other costs directly attributable to the specific jury requested. These costs shall be the responsibility of the CITY once a jury is requested regardless of whether it is ever empaneled.

(2) Administrative costs for management of the System.

Administrative costs of the System shall include all costs incurred by the COURT in operating/providing the System for any calendar year to include:

Item (a): court personnel, Information Technology Department personnel, computer equipment/printer and supply costs. Personnel costs will include (i) all cost of giving (COLA) adjustments as authorized by the COUNTY for persons providing the System and/or (ii) salary increases,

Item (b): Printing and postage costs,

Item (c): State Industrial Insurance costs,

Item (d): Cost for bus passes for jurors summoned on CITY cases, and

Item (e): Indirect costs.

Any increase in any administrative costs will be reflected in the current year's costs.

The CITY'S share of the administrative costs under Item 2 (a) above will be calculated by taking the total costs for Item 2 (a) for any calendar year and dividing it by the total number of jury panels requested in Superior, District and Municipal Court by all users of the System. This will provide a per jury panel administrative costs for Item 2 (a). The CITY will then pay this per jury administrative costs for Item 2 (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item 2 (b) shall be determined by using the percentage of juror days served by Superior, District, and Municipal Courts in any calendar year. The CITY shall pay its proportionate share of such cost based on the number of juries requested.

The CITY'S share of the administrative costs under Item 2 (c) shall be determined by taking the per hour juror rate which the COURT pays for State Industrial Insurance and multiplying it by the total number of juror hours for persons who served as jurors for the CITY.

The CITY's share of the administrative costs under Item 2 (d) shall include the actual cost of bus passes for jurors summoned on CITY cases as well as the actual cost of parking on public lots within the Spokane County Courthouse complex for jurors called in to serve on CITY cases.

The CITY's share of the administrative costs under Item 2 (e) shall be determined by multiplying the indirect cost percentage calculated by the COUNTY Indirect Cost Plan by all other costs listed in this Agreement.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2023 and successive years for the use of the System in the preceding year. Payment by the CITY will be due thirty (30) days after receipt of the COUNTY'S invoice. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool. The CITY also agrees to pay juror fees and mileage on a monthly basis, parking costs on a monthly basis, state industrial insurance yearly along with administration costs. Indirect costs will be added to each monthly and annual billing.

SECTION NO. 4: SERVICES PROVIDED

The COUNTY, through the COURT, shall operate and provide the System to the CITY. The System is generally described as computer system maintenance, summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court.

SECTION NO. 5: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue

Spokane, Washington 99260

COURT: Spokane Superior Court Presiding Judge
Spokane County Superior Court
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Spokane Municipal Court Presiding Judge
Spokane Municipal Court
1110 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 6: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

SECTION NO. 7: ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S/COURT'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY/COURT, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY/COURT, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY/COURT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY/COURT for any purpose.

SECTION NO. 10: MODIFICATION, WITHDRAWAL, NON-RENEWAL AND TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may withdraw from this Agreement upon a minimum of ninety (90) days written notice to the other PARTIES of intent to withdraw. Any Party may terminate this Agreement upon a breach by the other Party, provided the Party seeking to terminate the Agreement shall provide at least 30 days written notice and an opportunity to cure by the breaching Party.

Upon withdrawal or termination, the CITY shall be obligated to pay for only those System services rendered prior to the date of withdrawal or termination.

The withdrawal of the CITY from this Agreement shall not impose a requirement on the COUNTY/COURT to provide for the funding or handling of System services for cases that are filed after the effective date of withdrawal.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

SECTION NO. 12: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 13: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

SECTION NO. 14: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: AUDIT/RECORDS

The COUNTY AND COURT shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The COUNTY and COURT shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 17: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 18: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION NO. 19: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 20: THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the COURT, CITY and COUNTY and not for the benefit of any third parties.

SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 1 above.

B. DURATION

See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site.

F. FINANCING.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 10 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE COUNTY SUPERIOR COURT:

By: _____

Title: Presiding Judge _____

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

MARY KUNEY, CHAIR

ATTEST:

AL FRENCH, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

JOSH KERNS, COMMISSIONER

DATED: _____

CITY OF SPOKANE MUNICIPAL COURT:

By: _____

Title: Presiding Judge _____

DATED: _____

CITY OF SPOKANE

Attest:

By: _____

Title: _____

City Clerk

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy Civil Prosecutor

20 - U Help Contract Renewal

Morse, Corin

Council Sponsor: CM Lori Kinnear

New contract with SNAP to administer the City's U Help assistance program.

| For Information

Attachments

[Briefing Paper - UHelp Admin Contract Renewal - SNAP.docx](#)

[U2022-091a SNAP - MOU 1-23.doc](#)

Committee Agenda Sheet

Public Infrastructure and Environment

Submitting Department	Public Works and Utilities
Contact Name & Phone	Corin Morse, Utilities Billing and Collections Manager
Contact Email	cmorse@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SNAP Contract Renewal – UHELP Administration
Summary (Background)	<p>SNAP and the City of Spokane have partnered to assist citizens in the qualification process of UHelp funds towards past due utility bills.</p> <p>Since the entering the contract, the total number of approved UHelp vouchers has been 2,620 customers or \$346,799 in funding applied to accounts.</p> <p>The existing contract expired with the maximum number of extensions has been exhausted.</p> <p>Compensation for the work performed, is equal to 10% of the awards provided to City utility customers.</p> <p>The request is for approval of a new Contract to perform the same U-Help services at the same price for 2 years with the option to renew up to 3X, one year at a time.</p>
Proposed Council Action & Date:	Contract Approval January 2023
Fiscal Impact:	
Total Cost:	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Ongoing review of delinquencies.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

To help residents struggling with financial hardship to pay down their past due balances, avoid late fees and ultimately water shut offs.

DRAFT

MEMORANDUM OF UNDERSTANDING & AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE NEIGHBORHOOD ACTION PROGRAM, a 501(c)(3) non-profit corporation, whose address is 3102 W. Fort Wright Drive, Spokane, Washington 99224, as "SNAP".

WHEREAS, the Washington State Constitution Article 8, Section 7 permits "support of the poor or infirmed; and

WHEREAS, the City currently provides limited available financial assistance to low-income persons having difficulties paying their City utility bills through the U-Help Program as established in chapter 13.09 of the Spokane Municipal Code (SMC); and

WHEREAS, the City of Spokane, Project Share and Avista have formed a new partnership designed to increase direct financial support for those who need it most. The partnership will leverage existing financial programs to assist eligible low-income customers — Project Share for energy bills and U-Help for City utilities bills; and

WHEREAS, Spokane Neighborhood Action Program (SNAP) currently operates the Project Share Program for energy bill assistance and has the desire, experience, and capability to assist the City in this partnership endeavor; -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF SNAP. SNAP will administer the portion of the City's U-Help Program in partnership with its Project Share program as follows:

- a. Conduct eligibility assessment for all clients identifying as a City of Spokane utilities customer needing assistance pursuant to the Guidelines attached as Exhibit "A".
 - i. All recipients of U-Help funds must be a City of Spokane Utility customer. Award is limited to City services only.
- b. Contact the City via phone to verify customer has meet qualifications prescribed by the City for U-Help assistance and verify client service account. (i.e. whether client receives water, sewer and/or solid waste services from the City.)
- c. Once customer is approved for U-Help assistance, contact the City utility billing section via phone to make pledge on behalf of the client.
- d. Complete U-help voucher for customer.
- e. Provide the City on a weekly basis regular data on number of applicants, awards given and total amount awarded.

- f. Track customer information and U-Help assistance utilization in an effort to monitor annual financial assistance requirement.
- g. Maintain the confidentiality of financial and other personal information provided by customers.

2. RESPONSIBILITIES OF THE CITY.

- h. Provide U-Help customer eligibility requirements in the form of Program Guidelines.
- i. Make adjustment on customer's accounts upon receipt of verification voucher from SNAP.
- j. Confirm and verify recipient is City utility customer and services received, i.e. water, sewer, and/or solid waste service.
- k. Maintain the U-Help contributions from public and private sources in a separate account within the City Utility Billing Department.
- l. City contributions toward the program will be impacted by funds available in the U Help program. The City will advise SNAP on the availability of funds for the program, based on weekly award data.
- m. The City will operate and promote a donation site to seek additional funding for utility assistance.

2. PROJECT CRITERIA. Attachment "A" is incorporate herein as Project Criteria. Additional criteria for U-Help assistance are as follows:

- a. Recipients must be City of Spokane utility customer.
- b. Award is limited to a maximum of one month's typical City of Spokane utility bill, not to exceed the total sum of \$131.39 to offset City utility billings.
- c. Award will be a credit on City utility bill against charges incurred.

4. TERM. This Memorandum and Agreement shall begin on January 1, 2023 and shall end December 31, 2025. The Parties, by mutual written agreement, may extend this Memorandum and Agreement for three (3) additional one year contract periods not to exceed five (5) years.

5. COMPENSATION. The City agrees to compensate SNAP an amount equal to 10% of the awards provided to City utility customers.

6. TERMINATION. Either party may terminate this memorandum, with or without cause, by ten (10) days' written notice to the other party.

7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.

9. INDEMNIFICATION.

- A. SNAP shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of SNAP's performance of this memorandum, except to the extent of those claims arising from the negligence of the City, its officers and employees.
- B. The City shall indemnify and hold harmless SNAP, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City's performance of this memorandum, except to the extent of those claims arising from the negligence of SNAP, its officers and employees.

10. INSURANCE. During the term of the memorandum, SNAP shall maintain in force at its own expense, the following types and amounts of insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SNAP or its insurer(s) to the City. As evidence of the insurance coverage's required by this memorandum, SNAP shall furnish an acceptable insurance certificate to the City at the time SNAP returns the signed memorandum.

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

12. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this memorandum shall have or acquire any interest in the memorandum, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this memorandum.

13. AUDIT / RECORDS. SNAP shall maintain for a minimum of three (3) years following the term of this memorandum all records related to its performance of the memorandum. SNAP shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SNAP

City of Spokane Business License No.

Email Address, if available:

By: _____

Title: _____

U2022-091a

21 - Settlement Resolution

*Ormsby, Michael,
Smithson, Lynden*

Council Sponsors: Betsy Wilkerson and Lori Kinnear. Approving settlement of claim for damages of Danion Shawn and Michelle Setzer as a result of damage to their property.

| For Decision

Attachments

[Settlement resolution Setzer.docx](#)

[Committee Agenda Sheet Setzer settlement.docx](#)

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on November 28, 2022 Danion Shawn and Michelle Setzer (collectively the "Claimants"), filed a Claim for Damages with the City of Spokane for damages as a result of a claim of damage to their property at 1711 East 38th Avenue in Spokane, Washington; and

WHEREAS, the City has determined to resolve all claims with Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-THREE AND 03/100 DOLLARS (\$91,373.03)**; and

WHEREAS, Claimants have agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-THREE AND 03/100 DOLLARS (\$91,373.03)** to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of January, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet [Finance and Administration]

Submitting Department	Risk Management - 5800
Contact Name & Phone	Mike Ormsby, (509) 625-6287
Contact Email	mormsby@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson and Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Settlement Resolution
Summary (Background)	Approving settlement of claim for damages of Danion Shawn and Michelle Setzer as a result of damage to their property.
Proposed Council Action & Date:	Resolution approving the Danion Shawn and Michelle Setzer Settlement Agreement and Release of all claims for \$91,373.03. Council Meeting of: January 23, 2023
Fiscal Impact:	
Total Cost: <u>91,373.03</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
These funds will be paid out of Risk Management and Utility Department Funds and does not involve monies from the General Fund	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

22 - PMWeb Annual Software Maintenance & Support

Sloon, Michael

Council Sponsors: CM Michael Cathcart. For the approval of PMWeb annual software maintenance and support.

| For Information

Attachments

[Briefing Paper_2023_PMWeb.docx](#)

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/23/2023
Agenda Item Name	PMWeb Annual Software Maintenance and Support
Summary (Background)	The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$94,600 excluding tax. This year's total is \$110,100 excluding tax. The increase is due to additional licenses for City and County.
Proposed Council Action & Date:	Pass/Approval from Council on February 6, 2023
Fiscal Impact:	
Total Cost: \$110,100 including taxes	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual	
Specify funding source: 5300-733000-18850-54820	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual	
Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Capital Project Management and engineering software.	

23 - 4100 - Purchase of Miscellaneous Waterworks Products

*Prince, Thea, Searl,
Loren*

Council Sponsors: CM Kinnear & CM Stratton. Award of miscellaneous waterworks products.

| For Information

Attachments

[Water - Miscellaneous Waterworks Products - 2023.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	CM Kinnear & CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 – Purchase of Miscellaneous Waterworks Products
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background/History:</u> On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued to 90 contacts via the City’s electronic bidding portal in support of the 2022 service season. Bids are due on January 3, 2023 at 1:00pm itemizing costs across thirteen item categories. Award of this business will be recommended in accordance with the low responsive, responsible bidder in each category.</p> <p><u>Executive Summary:</u> Award of items competed on Bid #5794-22 Miscellaneous Waterworks Products will be recommended to the low responsive, responsible bidder in each of the following categories:</p> <ul style="list-style-type: none"> ○ Repair Clamps ○ Restrained Glands ○ Tapping Sleeves ○ Ductile Iron Fittings ○ HDPE Pipe ○ Ductile Iron Pipe ○ Gaskets ○ All Thread ○ Hydrant Parts ○ Air Valves
Proposed Council Action	Approve purchase of products
<p>Fiscal Impact Total Cost: <u>Not to exceed \$500,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Water Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

24 - Employee Assistance Program (EAP)

Quick, Jennifer

Council Sponsor: CM Wilkerson. The current Employee Assistance Program (EAP) expires March 31, 2023. Kepro is the current contractor.

| For Discussion

Attachments

[EAP Briefing Paper for Finance Committee tc.docx](#)

FINANCE COMMITTEE

Submitting Department	Human Resources - Employee Benefits
Contact Name & Phone	Mike Piccolo – Human Resources/Legal Department
Contact Email	mpiccolo@spokanecity.org 625-6237
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Employee Assistance Program (EAP)
Summary (Background)	<p>The current Employee Assistance Program (EAP) expires March 31, 2023. Kepro is the current contractor.</p> <p>On November 21, 2022, RFP #5780-22; Employee Assistance Program was sent to 28 prospective Firms. Five (5) responses were received.</p> <p>On December 12, 2022, five (5) sealed proposals were received to provide the City of Spokane with Employee Assistance Program (EAP) services.</p> <p>The objective of the EAP service is to provide the employee and their dependent(s) with the following services:</p> <p>Confidential, professional service resources and counseling on matters that affect their physical, financial, legal and emotional well-being. Our goal is to improve work performance, retain valuable employees and provide work- life balance, both physically and emotionally.</p> <p>Firm provides up to eight (8) counseling sessions per year for each topic (e.g., family, grief, etc.)</p> <p>Firm provides management training opportunities and on-site Critical Incident Support.</p> <p>Firm provides (Department of Transportation (DOT) SAP Evaluations for staff that hold a Commercial Driver’s License (CDL) and test positive for drugs and/or alcohol.</p> <p>The following departments comprise the RFP Selection Committee:</p> <ul style="list-style-type: none"> • Raylene Gennett – Director • Mike Piccolo – Legal Department • Matt Lowmaster – Safety Manager (Human Resources) • Teresa Collins – Employee Benefits (non-voting RFP Coordinator) <p>The initial contract term is three (3) years beginning April 1, 2023 through March 31, 2026. There will be an option to renew the Contract, based on performance, for two (2), one (1) year renewal options. This totals, a potential of, five (5) years.</p>

Proposed Council Action & Date:	Approval of Master Contract Effective April 1, 2023
<p>Fiscal Impact: <u>Total Cost: \$54k per year for 3 years w/ two (2) optional one (1) year renewal options @ \$54k per year. Initial contract; 3 year impact = \$162k. Total contract may increase based on results of the RFP.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>The Firm will provide quarterly reporting, including customer satisfaction surveys, in addition to annual reporting. Additionally, the City communicates with the Firm, nearly weekly, throughout the year.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p><i>Sustainable Resources</i></p>	

25 - Fire - Contract with EMS Connect

*Prince, Thea,
Strickland, Rex,
Schaeffer, Brian*

Council Sponsors: CM Cathcart/CM Kinnear

Spokane Fire Department (SFD) modified the Civil Service recruitment process to remove a potential barrier to employment for entry-level Firefighter/EMT classification. For a trial period, there will no longer be a prerequisite EMT certification before application. Instead, SFD intends to provide EMT certification training during the entry-level firefighter recruit school.

| For Information

Attachments

[Fire - EMT Training Services - EMS Connect - 2023.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fire Department
Contact Name	DFC Rex Strickland /Chief Brian Schaeffer
Contact Email & Phone	rstrickland@spokanecity.org (509) 435-7004
Council Sponsor(s)	CM Cathcart and CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Recruit School EMT Training
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Fire Department (SFD) modified the Civil Service recruitment process to remove a potential barrier to employment for entry-level Firefighter/EMT classification. For a trial period, there will no longer be a prerequisite EMT certification before application. Instead, SFD intends to provide EMT certification training during the entry-level firefighter recruit school.</p> <p>This action may increase the interest and diversity of applicants able to apply as entry-level firefighters and ensure that the quality of instruction and understanding of regional medical protocol is of the highest quality.</p> <p>Two responses were received to the IRFP that Purchasing issued with EMS Connect being the vendor the evaluation committee is recommending award to.</p> <p>The funding for EMT training has already been budgeted and approved for recruit school 2023-1 and 2023-2.</p>
Proposed Council Action	Approve three-year Contract
Fiscal Impact Total Cost: <u>\$87,500 per year x 3 years</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p>In the past, SFD had an EMT certification prerequisite, which required applicants to pay for EMT school and typically attend a 3-month course in addition to their responsibilities. The EMT requirement may have excluded applicants because of financial strain and time they may not have had due to work schedules. In addition, one would have to be sponsored by an employer or volunteer department, which adds additional strain.</p> <p>Providing EMT training during recruit school removes the barriers to employment.</p>	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Civil Service retains the aforementioned data sets that can be analyzed to ensure that we are increasing our pool of diverse candidates.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Grading and successful EMT certifications will be measured against success averages of local third party certification courses and other departments.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

26 - Federal Lobbyist Contract Renewal

Boston, Matthew

Council Sponsors: CP Beggs & CM Wilkerson. Desimone Consulting contract renewal for federal lobbying efforts for 1/1/2023 - 12/31/2023

Attachments

[Desimone Briefing Paper.docx](#)

[23-010 Desimone Consulting Renewal OPR 2020-0506.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Erik Poulsen
Contact Email & Phone	epoulsen@spokanecity.org
Council Sponsor(s)	CP Beggs & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Desimone Contract Renewal
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Desimone Consulting provides federal lobbying and this is a one year contract renewal. Expiration is dated as 12/31/2023.
Proposed Council Action	Approve on 2/6/2023
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: General Fund – Council Budget #0320	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.). No additional budget impacts. Cost is to remain constant.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Federal lobbyist are working on City initiatives that help the City of Spokane residents and historically excluded communities through Council and Administrative direction.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Reporting on initiatives and work performed will be done by lobbyists and intergovernmental affairs	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data collection on initiatives and work performed will be done by lobbyists and intergovernmental affairs	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Federal lobbying done aligns with Council lobbying priorities set forth by Council.



City of Spokane
CONTRACT RENEWAL 3 of 4
Title: **FEDERAL LOBBYING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 1301 Second Avenue, Suite 2850, Seattle, WA 98101, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and

WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the third of those renewals.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated April 10, 2020 and May 6, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2023 and shall end on December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND 00/100 DOLLARS, (\$80,000)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

DESIMONE CONSULTING GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - 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 contract been convicted or had a civil judgment rendered against them for commission of 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government 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-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

27 - CME and KSPS PEG Reimbursement Contracts

Delay, John

Council Sponsor: CM Stratton
CME and KSPS PEG Reimbursement Contracts

| For Information

Attachments

[2023 CMTV Finance Committee Briefing Paper.docx](#)

[2023 CMTV Contract.docx](#)

[2023 KSPS Finance Committee Briefing Paper.docx](#)

[2023 KSPS Contract.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Communications/Channel Five
Contact Name	John Delay
Contact Email & Phone	jdelay@spokanecity.org ext 6355
Council Sponsor(s)	Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CME Cable Channel Agreement with Community Minded Enterprises
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane Contracts with Community Minded Enterprises to operate CMTV 14, the City of Spokane's Community access Television Channel as part of the City's Cable Franchise with Comcast Cable. This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution
Proposed Council Action	Approval of contract to fulfill Comcast Cable Franchise Requirements.
Fiscal Impact	
Total Cost: <u>\$70,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Comcast Cable PEG Fees	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? PEG Channels are provided by Comcast on the basic cable (lowest tier) of programming.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? There is currently no way to determine the data on Comcast subscribers	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? There is currently no way to determine the data on Comcast subscribers.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This contract fulfills the adopted Comcast Cable Franchise Agreement.	



City of Spokane
**COMMUNITY ACCESS
TELEVISION AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **COMMUNITY MINDED ENTERPRISES**, whose address is 104 West Third Street, Spokane, Washington 99201 as (“CME”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the City of Spokane has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, (“Comcast”); and

WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, CME has agreed to provide community programming; and

WHEREAS, it does not appear there is any other entity capable or qualified to use the reserved channel resource identified above and CME Proposal appears to be in the public interest;

The parties agree as follows:

1. DESIGNATION OF CME AS CHANNEL MANAGER.

The City designates CME as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

2. 2023 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C35970) for PEG Fee source expenditures, the City agrees to pay CME from the “PEG Fee” resource identified in Section 19 J of the franchise, a grant up to **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** for capital expenditures for the calendar year 2023. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. CME agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate

operational funding and other resources necessary to accomplish this function; and

- B. CME understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. CME shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event CME cannot do so to City's satisfaction, CME is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). CME further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to CME for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

4. TERM/NOTICES

A. The Agreement takes effect January 1, 2023, and expires December 31, 2023 PROVIDED:

- i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.
- ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,

B. Notices shall be given:

- i. To the City: Attention: Deputy Mayor, 808 W. Spokane Falls Blvd., Spokane WA 99201.
- ii. To CME: Attention: General Manager, 421 West Riverside Avenue, Suite 353, Spokane, Washington 99201.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. CME shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. CME agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

CME shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from CME's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of CME's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of CME, its agents or employees. CME specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by CME's own employees against the City and, solely for the purpose of this indemnification and defense, CME specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. CME recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, CME shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to CME's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with CMS's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from CME or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, CME shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. CME shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

CME has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

10. AUDIT.

CME and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. CME and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

CME shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by CME shall incorporate by reference this Agreement, except as otherwise provided. CME shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release CME from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay CME for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by professional Firms performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to CME shall be safeguarded by CME. CME shall make such data, documents and files

available to the City upon the City's request. If the City's use of CME's records or data is not related to this project, it shall be without liability or legal exposure to CME.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. CME, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, CME shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by CME after the time the same shall have become due nor payment to CME for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and CME. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

COMMUNITY MINDED ENTERPRISES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B –Franchise Renewal Agreement C35970

22-227

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - 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 contract been convicted or had a civil judgment rendered against them for commission of 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government 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-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Communications/Channel Five
Contact Name	John Delay
Contact Email & Phone	jdelay@spokanecity.org ext 6355
Council Sponsor(s)	Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	KSPS PEG Reimbursement Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane designates KSPS as the administrator of C.A.B.L.E. PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the C.A.B.L.E then relays those requests on to the City for funding. This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.
Proposed Council Action	Approval of contract to fulfill Comcast Cable Franchise Requirements.
Fiscal Impact	
Total Cost: <u>\$68,300</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Comcast Cable PEG Fees	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? PEG Channels are provided by Comcast on the basic cable (lowest tier) of programming.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? There is currently no way to determine the data on Comcast subscribers	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? There is currently no way to determine the data on Comcast subscribers.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This contract fulfills the adopted Comcast Cable Franchise Agreement.	



City of Spokane
PEG C.A.B.L.E. CHANNEL DISTRIBUTION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRIENDS OF KSPS**, whose address is 3911 South Regal Street, Spokane, Washington 99223 as ("KSPS"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, ("Comcast"); and

*WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as **Exhibit B** and incorporated herein; and*

WHEREAS, KSPS has agreed to provide PEG C.A.B.L.E. Channel Distribution for Public Education Television; and

WHEREAS, KSPS is the established master control provider for PEG access channels.

The parties agree as follows:

1. DESIGNATION OF KSPS AS CHANNEL MANAGER.

The City designates KSPS as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

2. 2023 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast Cable Company (C35970) for PEG Fee source expenditures, the City agrees to pay KSPS from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to **SIXTY-EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$68,300.00)** for capital expenditures for the calendar year 2023. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. KSPS agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate

operational funding and other resources necessary to accomplish this function; and

- B. KSPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. KSPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event KSPS cannot do so to City's satisfaction, KSPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19. KSPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to KSPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

4. TERM/NOTICES

- A. The Agreement takes effect January 1, 2023, and expires December 31, 2023; PROVIDED:
 - i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.
 - ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,
- B. Notices shall be given:
 - i. To the City: Attention: City Administrator, 808 W. Spokane Falls Blvd., Spokane WA 99201.
 - ii. To KSPS: Attention: General Manager, 3911 South Regal Street, Spokane, Washington 99223.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. KSPS shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. KSPS agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

KSPS shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from KSPS's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of KSPS's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of KSPS, its agents or employees. KSPS specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by KSPS's own employees against the City and, solely for the purpose of this indemnification and defense, KSPS specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. KSPS recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, KSPS shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to KSPS's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with CMS's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from KSPS or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, KSPS shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. KSPS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

KSPS has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

10. AUDIT.

KSPS and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. KSPS and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

KSPS shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by KSPS shall incorporate by reference this Agreement, except as otherwise provided. KSPS shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release KSPS from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay KSPS for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by professional Firms performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the

City to KSPS shall be safeguarded by KSPS. KSPS shall make such data, documents and files available to the City upon the City's request. If the City's use of KSPS's records or data is not related to this project, it shall be without liability or legal exposure to KSPS.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. KSPS, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, KSPS shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by KSPS after the time the same shall have become due nor payment to KSPS for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and KSPS. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether

expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

FRIENDS OF KSPS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Franchise Ordinance C35970

22-226

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - 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 contract been convicted or had a civil judgment rendered against them for commission of 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government 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-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

28 - Warming Center Awards

Cerecedes, Jennifer

Council Sponsors: CP Beggs & CM XXXXXXXXXXXXXXX. Requesting approval to award ESG CV funds to Family Promise and Transitions for warming center operations

Attachments

[Warming Center Awards 1.23.23.docx](#)

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes 509.625.6055
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Warming Center Awards
Summary (Background)	<p>In December of 2022 CHHS was able to convert \$198,000 in unspent ESG-CV admin funds into program operations which were put into a NOFA. We received 4 applications. 2 of the applications, God’s Love International and Yoyot Sp’q’n’l, were non-conforming and did not meet the requirements and intent outlined in the NOFO and were not recommended for funding. .The CHHS RFP committee made the following funding recommendation for the remaining two applicants and also provided some additional guidance.</p> <ul style="list-style-type: none"> · Transitions and Family Promise should be granted their full requested amounts (\$29,264 and \$66,106, respectively), with the proviso that reimbursements are limited to services provided during weather events as defined by the new City ordinance. · Reopen the NOFA and invite Yoyot Sp’q’n’l to reapply with a proposal more specific to the terms of this NOFA, possibly in collaboration with a partner agency. · Reach out to other potential providers to rebuild positive working relationships with the City, and encourage an expanded applicant pool for warming centers
Proposed Council Action & Date:	Approval to disperse \$29,264 to Transitions, and \$66,106 to Family Promise and to suspend the rules to approve at Committee, Advanced, and Current on January 23 rd .
Fiscal Impact:	<p>Total Cost:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>This will serve households over the age of 18 who are homeless.</p>

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

CMIS will be used for data collection

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

CMIS will be used for data collection

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This will align with the current 5 year strategy to end homelessness

29 - Small Business Assistance Awards

Murray, Michelle

Council Sponsors: CM Stratton & CM Wilkerson: Acceptance of the Small Business Assistance awards as presented

Attachments

[Briefing Paper- Small Business Awards Round 1.pdf](#)

[Awarded Organizations.SB \(1\).pdf](#)

[SB Assitance Recap.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Small Business Assistance Awards
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was conditionally awarded to 38 local small business. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.
Proposed Council Action	Approve award recommendations
Fiscal Impact	
Total Cost: <u>\$1,351,327.17</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: American Rescue Plan Act	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Local small businesses would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19.	

App #	Date	Case #	Organization	Approved Award
1	11/22/2022	30202	TACOS EL SOL LLC	\$45,000.00
2	11/22/2022	30215	MARACAS ZALPA LLC	\$45,000.00
3	11/22/2022	30204	DLJLM, LLC dba Monterey Cafe	\$35,173.41
4	11/22/2022	30192	CUC JIATZ, MARIA CONCEPCION	\$45,000.00
5	11/22/2022	30197	MIS PERICOS INC	\$19,862.00
6	11/23/2022	30228	Incrediburger & Eggs, Inc	\$45,000.00
7	11/23/2022	30205	Braided Education Consulting	\$20,000.00
9	11/23/2022	30248	TACOS TUMBRAS TUMBRAS	\$45,000.00
12	11/24/2022	30226	EL STERR INN LLC	\$45,000.00
14	11/26/2022	30277	Specialty Training, Inc.	\$45,000.00
15	11/26/2022	30212	Robert Crick Law Firm	\$45,000.00
16	11/28/2022	30266	Just a Couple of Moms Catering	\$45,000.00
18	11/29/2022	30298	Luckys Irish Pub	\$45,000.00
19	11/29/2022	30245	Whim Wine Bar	\$45,000.00
24	12/1/2022	30235	Hampton Visual LLC	\$8,475.00
25	12/2/2022	30332	FIESTA MEXICANA	\$45,000.00
27	12/3/2022	30341	Gold Mountain Inc	\$45,000.00
28	12/5/2022	30333	LG Palomo LLC	\$45,000.00
29	12/6/2022	30221	Hello Sugar LLC	\$45,000.00
31	12/6/2022	30299	LUPITAS TACOS Y MAS	\$7,105.00
33	12/6/2022	30335	JC FLOORING LLC	\$11,330.00
35	12/8/2022	30338	Goodwin Cocktail LLC	\$45,000.00
36	12/8/2022	30374	I Want a Cat Right Meow LLC	\$41,159.00
40	12/9/2022	30377	Otori Inc	\$18,853.24
41	12/10/2022	30383	WHISTLE PUNK BREWING	\$45,000.00
43	12/11/2022	30384	THE PALIMPSEST GROUP L.L.C	\$4,366.00
44	12/11/2022	30320	MILLIANNA LLC	\$45,000.00
47	12/13/2022	30393	Jessi Nails LLC	\$45,000.00
48	12/13/2022	30398	Longmeier Industries LLC	\$45,000.00
50	12/14/2022	30423	Zona Blanca LLC	\$45,000.00
52	12/15/2022	30370	Camerer & Company, Inc	\$26,818.00
53	12/16/2022	30399	New Age Warriors	\$35,401.83
58	12/20/2022	30395	R&L Lebzak LLC	\$45,000.00
59	12/20/2022	30441	El Rincon Tapatio	\$13,374.00
62	12/21/2022	30428	ZE MAN AUTO	\$15,210.00
63	12/21/2022	30448	Vinegar LLC dba Boombox Pizza	\$45,000.00
66	12/21/2022	30450	RIVER CITY HOSPITALITY	\$26,271.69
68	12/21/2022	30445	THREE SISTERS FOOD TO GO INC	\$32,928.00
				\$1,351,327.17 Total Awarded

ARPA

Assistance to Small Business

Application Recap

- Total Neighborly Applications: 149
- Total Completed: 68
- ARPA Funds Requested: \$2,375,469.39
- ARPA Funds *Conditionally* Awarded: \$1,351,327.17
- Applications Rejected: 29
 - No revenue loss: 21
 - Outside City limits: 5
 - Avg revenue over 1m: 3

Application Issues

- No UEI number for 11 of 40 applications
- Improper receipts provided on 15 of 40 applications

Solutions

- UEI in process for most applicants
- Receipts will be a work in progress
 - Some organizations may not be able to provide proper receipts.

JANUARY 10

ARPA Coordinator: Caleb Stanton



30 - Down payment Assistance Award

Murray, Michelle

Council Sponsors: CM Wilkerson & CP Beggs: Accept award recommendation for ARPA Down Payment Assistance Allocation

Attachments

[Briefing Paper- Down Payment Assistance.pdf](#)

[Numerica Award letter.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Wilkerson & CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	ARPA Down Payment Assistance Award
Summary (Background)	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$1,500,000 for Attainable Housing Permits and this was subsequently changed to Down Payment Assistance per the ARPA workgroup to award a qualified organization to administer a down payment assistance program. On November 22, 2022 the City issued a Notice of Funding for Availability of \$1,500,000. Applications closed on December 21, 2022. There was one applicant response that fit the criteria of the NOFA. The ARPA Accounting team would like to finalize the recommendation to award a contract to Numerica Credit Union.
Proposed Council Action	Approve award recommendation
Fiscal Impact Total Cost: <u>\$1,500,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? All information to be collected is to be done by the rules and regulations of the institution facilitating the grant.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with ARPA workgroup and subcommittee direction.	



Accounting Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3304
(509) 625-6320
FAX (509) 625-6939

Michelle Murray
Accounting Director

To,
Numerica Credit Union
VP Equity & Community Development
Lars Gilberts
14610 E Sprague Ave.,
Spokane Valley, WA 99216

1/9/2023

Dear Numerica Credit Union,

Thank you for submitting your grant application for the Down Payment Assistance for 2022, funded by the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The City of Spokane has received numerous requests, during the current grant cycle, from non-profits applying for support for their events in the community.

Congratulations, the Down Payment Assistance Committee is very pleased to inform you that the Numerica Credit Union has been selected for a \$1,500,000 award contingent upon the City Council approval. The City of Spokane understands the COVID-19 pandemic was difficult for all organizations and we hope this grant helps in recovery so your organization can continue to play an important role in the community.

We wish you much success and look forward to working with you.

Sincerely,

Vlad Lukin
ARPA Coordinator, City of Spokane
accountinggrantsadmin@spokanecity.org

31 - Not-for-Profit Assistance Awards

Murray, Michelle

Council Sponsors: CM Stratton and CM Wilkerson: Acceptance of the Not-for-Profit Assistance Awards

Attachments

[Briefing Paper- Not-For-Profit Awards Round 1.pdf](#)

[Awarded Organizations.NFP \(1\).pdf](#)

[NFP Assitance Recap \(3\).pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Not-for-profit Assistance Awards
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to not-for-profit entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$2,322,519.92 was conditionally awarded to 56 local not-for profits. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.
Proposed Council Action	Approve award recommendations
Fiscal Impact	
Total Cost: <u>\$2,322,519.92</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: American Rescue Plan Act	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Local not-for-profit entities would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding not-for-profit entities in recovering from COVID 19.	

App #	Date	Case #	Organization	Approved Awards
1	11/22/2021	30183	South Asia Cultural Association dba SACA	\$3,818.00
2	11/22/2021	30188	Compassionate Addiction Treatment	\$45,000.00
3	11/22/2021	30193	MHA SPEAKOUT SPEAKUP	\$36,194.07
4	11/23/2021	30236	Jewels Helping Hands	\$45,000.00
5	11/23/2022	30196	WCFR	\$45,000.00
6	11/23/2022	30223	Mujeres in Action	\$45,000.00
7	11/26/2022	30217	Feast Collective	\$45,000.00
8	11/26/2022	30199	WOW China	\$45,000.00
9	11/28/2022	30209	Spokane AIDS Network	\$45,000.00
10	11/28/2022	30247	Terrain	\$45,000.00
11	11/28/2022	30220	Health and Justice Recovery Alliance	\$45,000.00
12	11/28/2022	30292	German American Society of Spokane	\$45,000.00
13	11/28/2022	30296	Urbanova	\$45,000.00
14	11/29/2022	30301	Spokane Hearing Oral Program of Excellence	\$45,000.00
15	11/29/2022	30305	HBPA	\$45,000.00
16	11/29/2022	30203	If You Could Save Just One	\$45,000.00
17	11/30/2022	30309	Spokane Eastside Reunion Association	\$45,000.00
18	11/30/2022	30243	Spark Central	\$45,000.00
19	11/30/2022	30279	Vets Garage	\$45,000.00
20	12/1/2022	30187	NAMI - SPOKANE	\$45,000.00
21	12/1/2022	30307	Create Your Statement dba Statement	\$45,000.00
22	12/1/2022	30206	Raze Development	\$41,106.00
23	12/2/2022	30186	Family Promise of Spokane	\$45,000.00
24	12/2/2022	30310	American Indian Community Center	\$45,000.00
25	12/2/2022	30216	The Shades of Motherhood Network	\$25,821.72
26	12/2/2022	30208	APIC Spokane	\$45,000.00
27	12/7/2022	30308	Growing Neighbors	\$45,000.00
28	12/8/2022	30253	Our Club	\$45,000.00
29	12/12/2022	30368	Urban Native Youth Organization	\$45,000.00
30	12/12/2022	30397	Spectrum	\$45,000.00
31	12/13/2022	30372	Global Neighborhood	\$45,000.00
32	12/14/2022	30409	90+ Project	\$45,000.00
33	12/15/2022	30318	Hoopfest	\$45,000.00
34	12/15/2022	30415	New Community	\$45,000.00
35	12/15/2022	30426	The Jericho Road	\$45,000.00
36	12/16/2022	30358	FIRST COVENANT CHURCH	\$45,000.00
37	12/16/2022	30425	Cancer Can't	\$45,000.00
38	12/16/2022	30410	St. Anthony's Catholic Parish-Spokane	\$45,000.00
39	12/16/2022	30417	Spokane Civic Theatre	\$45,000.00
40	12/17/2022	30211	Project ID	\$45,000.00
41	12/18/2022	30388	COMMUNITAS CHURCH OF SPOKANE	\$45,000.00
42	12/19/2022	30402	Greater Spokane Low Income Housing Development Consortium	\$45,000.00
43	12/19/2022	30424	Manzanita House	\$45,000.00
44	12/19/2022	30403	Fulcrum Institute Dispute Resolution Clinic	\$45,000.00
45	12/19/2022	30394	Connoisseur Concerts Association	\$40,000.00

46	12/19/2022	30182	Yoyot Sp'q'n'i	\$16,535.32
47	12/19/2022	30432	Stage Left Theater	\$45,000.00
48	12/19/2022	30404	Girls on the Run of Spokane County	\$45,000.00
49	12/19/2022	30337	Spokane Preservation Advocates	\$31,215.65
50	12/20/2022	30356	Communities In Schools of Spokane County	\$45,000.00
51	12/20/2022	30429	Southside Christian School	\$45,000.00
52	12/20/2022	30281	Lilac City Boxing Club	\$4,960.00
53	12/21/2022	30319	Tenants Union of Washington State	\$45,000.00
54	12/21/2022	30447	Spokane Pride	\$45,000.00
55	12/21/2022	30396	Spokane Food Policy Council	\$41,811.47
56	12/21/2022	30369	Spokane (WA) Chapter of the Links	\$11,057.69
				\$2,322,519.92
				Total Awards

ARPA Assistance to Nonprofits

Application Recap

- Total Neighborly Applications: 106
- Total Completed: 56
- ARPA Funds Requested: \$2,322,519.92
- ARPA Funds *Conditionally* Awarded: \$2,322,519.92
- Applications Rejected: 0

Application Issues

- No UEI number for 27 of 56 applications
- Delinquent 501c3 on 8 of 56 applications
- Improper receipts provided on 20 of 56 applications

Solutions

- UEI in process for most applicants
- All delinquent 501c3's are in process of properly filing, 3-6 month process
- Receipts will be a work in progress

JANUARY 10

ARPA Coordinator: Caleb Stanton



32 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

33 - Adjournment

34 - Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on March 20, 2023.