

**Finance & Administration Committee
Agenda for 1:15 p.m. Monday, July 17, 2023**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on July 17, 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/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2489 486 3168; meeting password 0320.

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 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

City Council Standing Committee - Finance & Administration

Team City Council Standing Committees

City of Spokane

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1 - Call to Order

2 - Approval of Minutes

Approval of May 15, 2023, meeting minutes

| For Decision

Attachments

[F_A Committee Minutes 15May_2023 DRAFT.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
15 May, 2023

I. Called to Order: 1:17 PM PST

Recording of the meeting may be viewed [here on Vimeo](#).

Attendance

Committee Members Present:

Council President Breean Beggs, Council Member Lori Kinnear, Council Member Betsy Wilkerson, Council Member Michael Cathcart, Council Member Karen Stratton, Council Member Jonathan Bingle, Council Member Zack Zappone

Staff/Others Present:

Tim Szambelan, Hannahlee Allers, Chris Johnson, Jessica Stratton, Amanda Beck, Terri Stripes, Matt Boston, Jason Nechanicky, Johnnie Perkins, Spencer Gardner, Steve MacDonald, Stephanie Bishop, Kim McCollim, Elizabeth Schoedel, Jenn Cerecedes, Mark Carlos, Candi Davis, Ginny Ramos, Kelly Thomas, Chris Wright, Tonya Wallace, Emry Dinman, Abby Martin

Approval of Minutes:

➤ Action Taken

Council Member Bingle moved to approve, Council Member Zappone seconded. Agenda and minutes were approved unanimously.

Agenda Items

Discussion Items

1. 2023 Mid-Year Financial Report & Five Year General Fund Forecast – Tonya Wallace (1 hour)
 - No Action Taken, Discussion Only
3. Short-Term Rental Amendments and Fee/Tax Updates – Amanda Beck, Spencer Gardner (10 mins)
 - No Action Taken, Discussion Only
4. Monthly Investment Report (April 2023) – Chris Johnson (5 mins)
 - No Action Taken, Discussion Only
5. April Permit Report – Steve MacDonald (5 mins)
 - No Action Taken, Discussion Only
6. CHHS YHDP Host Homes Contract – Jenn Cerecedes (5 mins)
 - No Action taken, Presentation Only

7. Teen Centers RFI Resolution – Council Member Zack Zappone (5 minutes)

- Action taken, Council Members Kinnear and Council Member Zappone agreed to sponsor this item to move forward

No Consent Items were presented during this committee meeting

Executive session None.

IV. Adjournment The meeting adjourned at 2:43 PM PST, next meeting will be on the 17th of July, 2023 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

3 - Discussion Items

4 - Utility Rates for 2024

Feist, Marlene

Approved rates for the City of Spokane's water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.

| For Discussion

Attachments

[Finance - Utility rates Briefing paper June 17th 2023.docx](#)

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</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: 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? <p>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.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

5 - Quarterly Investment Report (Q2-2023)

*Johnson, Christopher
E.*

The objective of this presentation is to inform Council of portfolio updates and developments. Some items covered include; Portfolio Composition and Performance, Investment Transactions, Unrealized Gains/(Losses), and Investment Committee details.

| For Discussion

Attachments

[Treasury Services Briefing Paper F A Committee July2023.docx](#)

[City of Spokane - Q2 Investment Report - 6.30.23.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 (Q2-2023).
Summary (Background)	<p>The Quarterly Investment Report is a standing topic presented by Finance. The objective of this presentation is to inform Council of portfolio updates and developments. Some of the items covered include:</p> <ul style="list-style-type: none"> • Portfolio Composition • Investment Transactions • Portfolio Liquidity • Portfolio Performance • Unrealized Gains/(Losses)
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 June 30, 2023

July 17, 2023

This report presents the City's investment portfolio for the quarter ending June 30, 2023. 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 June 30, 2023, compared with the prior quarter:

Quarterly Investment Report

	March 31, 2023	June 30, 2023	Percent of Total
Cash	42,066,031	59,019,503	14.82%
Fixed Income	311,012,843	311,321,845	78.17%
SIP Loans	31,544,386	27,907,830	7.01%
TOTAL	\$384,623,260	\$398,249,178	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 June 30, 2023, the market value of the portfolio was \$12,405,871 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 June 30, 2023 was 3.10%. The *effective rate of return* for the 2nd quarter was 3.11%.

As of June 30, 2023, 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.

Investment Portfolio Activities:

- **Maturities:**
 - \$1.5MM – Federal Farm Credit Bank 0.13, due 4/13/2023 – 2.86% YTM
 - \$15MM – Federal Agricultural Mortgage Corporation 1.92, due 04/28/2023 – 1.92% YTM
 - \$10MM – Federal Home Loan Bank 0.13, due 6/02/2023 – 2.97% YTM
 - \$5MM – Federal Farm Credit Bank 0.20, due 06/15/2023 – 0.20% YTM
- **Purchases:**
 - \$5MM – United States Treasury 0.13, due 2/15/2024 – 4.75% YTM
 - \$10MM – United States Treasury 2.25, due 03/31/2024 – 4.73% YTM
 - \$5MM – United States Treasury 4.46, due 04/18/2024 – 4.69% YTM
 - \$5MM – United States Treasury 3.00, due 7/31/2024 – 5.14% YTM
 - \$10MM – United States Treasury 4.25, due 12/31/2024 – 4.88% YTM

Report Contents and Distribution. This report includes the following three schedules on the City's portfolio as of June 30, 2023; 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

Chris Johnson – Investment Officer/City Deputy Treasurer

Betsy Wilkerson – Councilmember

Christine Shisler (interim) – Retirement

Brian Brill – Community Member

As of June 30, 2023

SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account	NA	NA	\$6,118,720
Investments			
Local Government Investment Pool – Treasury Cash	13.5%	5.20%	\$52,900,783
Federal Agency Coupon Securities	45.3%	2.48%	177,571,216
Municipal Bond	7.9%	3.58%	31,148,894
Federal Agency Strip Bonds	8.9%	2.76%	34,853,735
Treasury Coupon Securities	16.1%	3.96%	62,955,500
Treasury Discounts	1.2%	4.75%	4,792,500
SIP Loans	7.1%	0.92%	27,907,830
Total Investments	100.0%	3.10%	\$392,130,458
Total Checking Account + Investments			\$398,249,178

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	12.8%	52,900,783
Within Three Months	6.2%	25,710,000
Three to Six Months	2.4%	10,000,000
Six Months to One Year	8.5%	35,000,000
One to Two Years	15.2%	62,742,084
Two to Three Years	22.8%	94,537,997
Three to Five Years	18.0%	74,484,750
Five to Seven Years	8.9%	37,025,000
Over Seven Years	5.2%	21,583,000
TOTAL	100.0%	\$413,983,614

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 reasonable rate of return, within the parameters of the investment policy, in tandem with meeting the liquidity needs of the City. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, and Agency securities, while maintaining 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 a blend of three Bloomberg-based indices directly correlated to the allocation of liquidity for the City 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, on a market yield basis, during the quarter, due to significant market shifts caused largely by increased and increasing short-term interest rates.

Benchmark Comparison for the Quarter Ended 06/30/2023

	<u>Benchmark</u>	<u>06/30/2023</u>	<u>3/31/2023</u>
Average Maturity (yrs)	2.10	2.40	2.60
Average Market Yield	5.00%	3.10%	2.73%
Average Coupon	1.31%	2.54%	2.12%
Total Market Value		\$398,249,178	\$384,623,260

SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
Investment Portfolio Balance – Book Value (cost basis)		\$404,536,329
Less: Bond Proceeds*		3,619,424
Less: ARPA Funds		55,660,438
Investment Portfolio Balance (Net of Bond Proceeds & ARPA)	100.00%	\$345,256,468
SIP Loan Capacity per Investment Policy (15%)	15.00%	51,788,470
Less: Current SIP Loans Issued	8.08%	27,907,830
Less: Pending Projects (estimated)		5,072,912
Net SIP Loan Capacity	5.45%	\$18,807,728

*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 04/01/2023 to 06/30/2023

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	7,280,197.00	0.00	0.00	117,939.19	7,280,197.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	14,598,300.00	0.00	0.00	100,728.27	14,598,300.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	127,390,000.00	0.00	0.00	2,609,013.75	127,390,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	59,470,000.00	0.00	0.00	1,150,500.00	59,470,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	13,895,000.00	0.00	0.00	332,100.00	13,895,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	58,100,000.00	0.00	0.00	1,181,100.00	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				341,938,497.00	0.00	0.00	6,554,754.96	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	225,312.06	0.00	0.00	0.00	225,312.06
CLID #224A	Loans	12/31/2015	Dec/2025	3	101,768.43	0.00	0.00	0.00	101,768.43
PAF ALKI REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,461,667.41	0.00	63,773.15	5,919.75	1,397,894.26
PAF CHAS DENTAL CLINIC	Loans	7/31/2020	Dec/2025	0.81	736,750.72	0.00	44,894.21	2,983.84	691,856.51
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	2,364,547.46	0.00	77,056.18	15,842.47	2,287,491.28
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	907,528.36	0.00	149,805.43	3,493.98	757,722.93
PAF FLEET REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,656,745.00	0.00	273,868.91	6,709.82	1,382,876.09
PAF GARDNER REFUND	Loans	6/30/2020	Dec/2025	0.81	945,779.92	0.00	41,264.76	3,830.41	904,515.16
PAF GOLF SIP LOAN 2018 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,265,715.93	0.00	103,687.07	9,176.15	2,162,028.86
PAF GOLF SIP LOAN 2019 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,270,162.74	0.00	94,512.98	9,194.16	2,175,649.76
PAF LTGO 2016 REFUNDED	Loans	6/30/2020	Dec/2025	0.81	2,335,030.36	0.00	330,212.19	9,456.87	2,004,818.17
PAF MAPLE GATEWAY REFUNDED	Loans	6/30/2020	Dec/2024	0.81	210,970.09	0.00	52,527.71	854.43	158,442.38
PAF PARKING METERS	Loans	12/10/2021	Dec/2026	1.65	967,426.04	0.00	117,479.49	7,981.26	849,946.55
PAF PUBLIC SAFETY 2016 REFUNDE	Loans	10/30/2020	Dec/2023	0.76	777,024.95	0.00	388,512.48	2,952.69	388,512.47



City of Spokane

Positions by Period Outstanding and Closed Debt Service 04/01/2023 to 06/30/2023

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	1,503,404.87	0.00	374,406.02	5,712.94	1,128,998.85
PAF PUBLIC SAFETY 2018 REFUNDE	Loans	10/30/2020	Dec/2025	0.76	2,162,084.50	0.00	430,045.33	8,215.92	1,732,039.17
PAF PUBLIC SAFETY 2019 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	1,979,572.06	0.00	492,969.34	7,522.37	1,486,602.72
PAF PUBLIC SAFETY 2020	Loans	10/30/2020	Dec/2025	0.77	2,347,577.43	0.00	387,513.88	9,038.17	1,960,063.55
PAF STRATEGIC INVESTMENT REFUN	Loans	6/30/2020	Dec/2025	0.81	948,352.73	0.00	91,251.63	3,840.83	857,101.10
PAF UNIVERSITY DISTRICT REFUND	Loans	6/30/2020	Dec/2025	0.81	2,864,303.71	0.00	100,716.16	11,600.43	2,763,587.55
PAF WEST PLAINS REFUNDED	Loans	6/30/2020	Dec/2025	0.81	505,577.38	0.00	22,058.55	2,047.59	483,518.83
Subtotal					31,544,385.86	0.00	3,636,555.47	138,474.08	27,907,830.39
Grand Total					373,482,882.86	0.00	3,636,555.47	6,693,229.04	369,846,327.39

[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

2nd Quarter – 2023



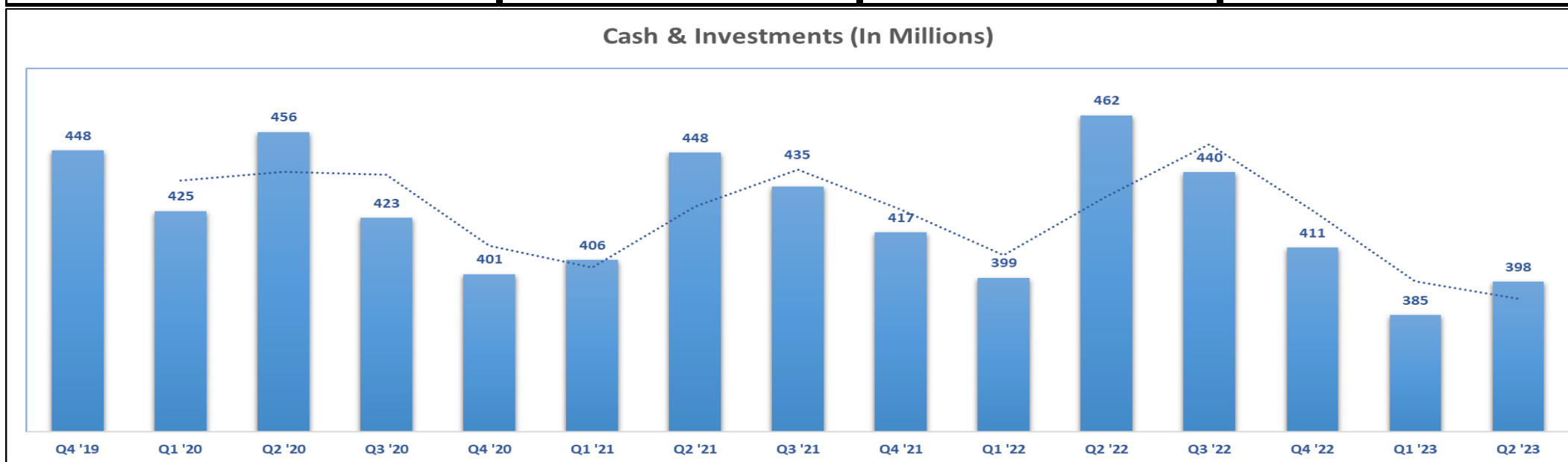
July 17, 2023

Topics

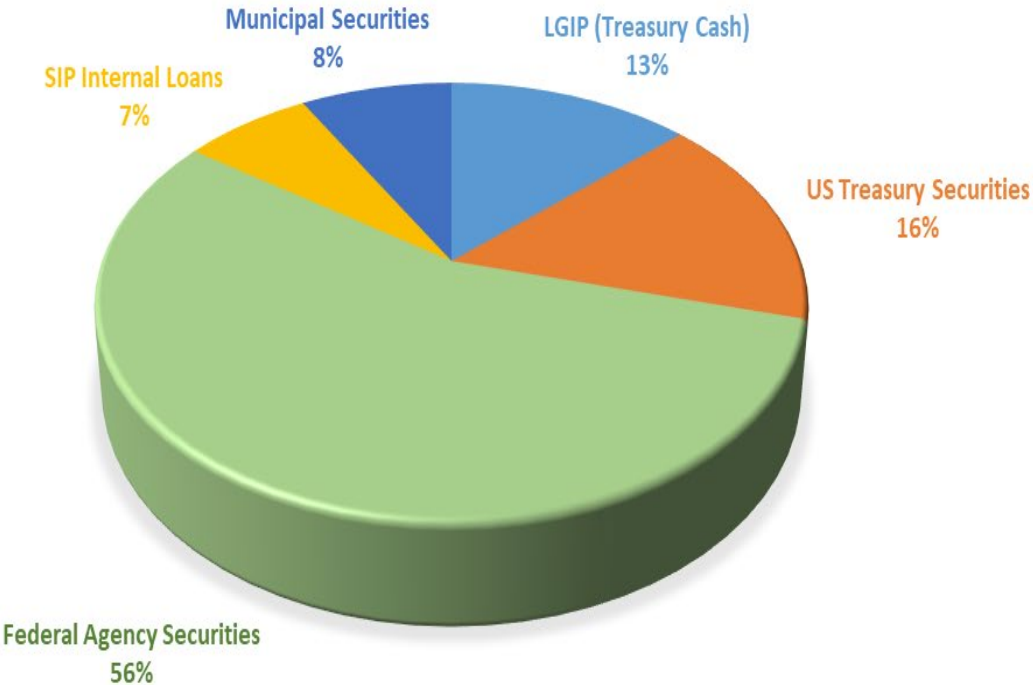
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance
- Unrealized Gains/(Losses)

Current Cash & Investment Balances

Portfolio Category	March 31, 2023	June 30, 2023	Percent of Total
Cash & Equivalents	42,066,031	59,019,503	14.82%
Fixed Income Investments	311,012,843	311,321,845	78.17%
SIP Internal Loans	31,544,386	27,907,830	7.01%
TOTAL	384,623,260	398,249,178	100.00%



Portfolio Composition *(positions)*



Top Portfolio Allocations

Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	25%	40%	Complies
US Treasury Securities	16%	100%	Complies
Federal Farm Credit Bank	13%	40%	Complies
LGIP (Treasury Cash)	13%	100%	Complies
Federal Home Loan Bank	12%	40%	Complies
Municipal Securities	8%	10%	Complies
SIP Internal Loans	7%	15%	Complies
Private Export Funding Corp	4%	40%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies
Federal Agriculture Mortgage Corp	1%	40%	Complies

Portfolio Composition (*maturities & purchases*)

Maturities

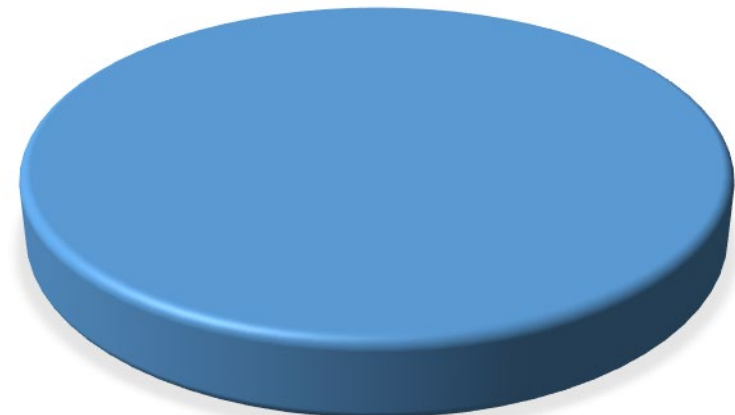
Investment roll-off via security reaching maturity & principal returned to portfolio

- \$10MM 1yr FHLB 0.13% @ 2.97%
- \$6.5MM 2yr FFCB 0.18% @ 0.82%
- \$15MM 7yr FAMC 1.92% @ 1.92%

Purchases

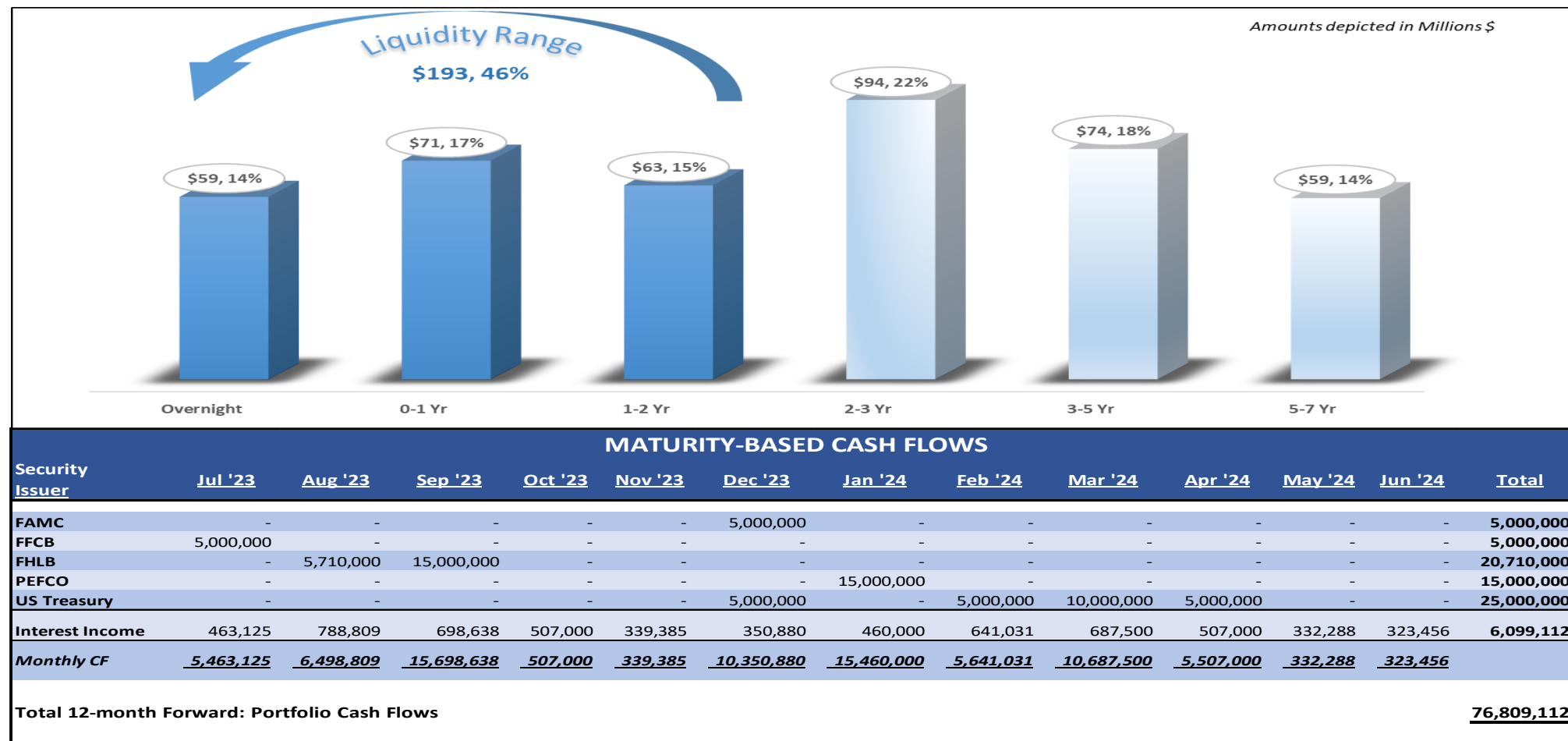
New Investments added to portfolio via market purchasing activity.

- \$35MM 1yr US Treasury 2.95% @ 4.83%



US Treasury,
\$35,000,000, 100%

Portfolio Composition (*liquidity*)



Portfolio Performance

Unrealized Gains/Losses

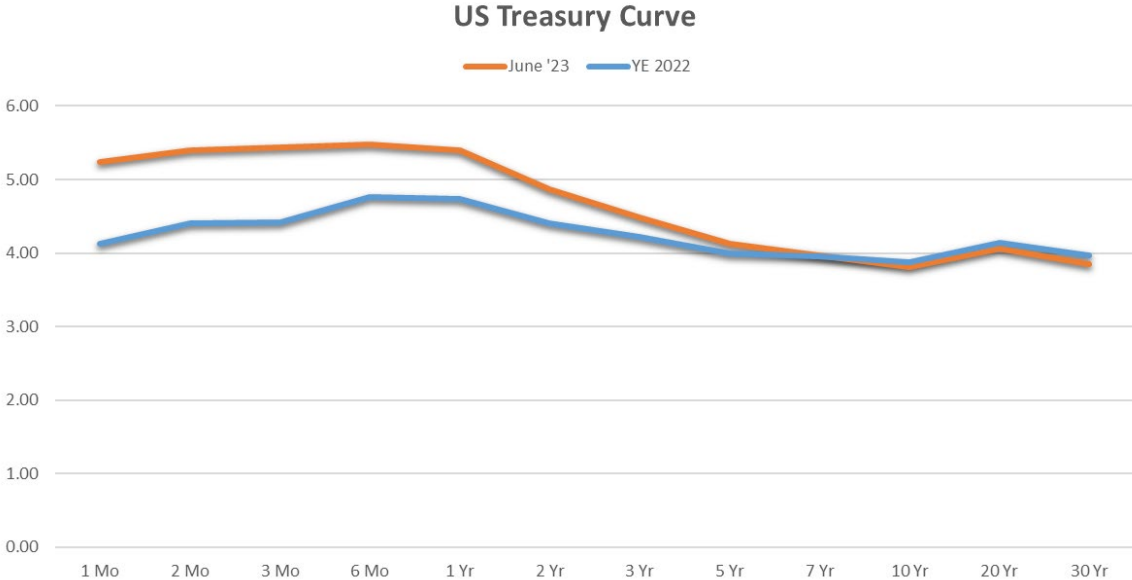
Impact of market-based interest rates on the value of the portfolio.

- \$12.4 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$5.4 Million Year-to-Date



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

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

- 2.4 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 2.2 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.54%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 3.10%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.1 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.9 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.31%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 5.00%

Unrealized Gains & (Losses)

Net Unrealized Losses Attributed to Positions - Based on Investment Year

Year <u>Acquired</u>	Net Unrealized <u>Loss</u>	% of <u>Net Loss</u>	Position <u>Avg. Coupon</u>	Position <u>Avg. Yield</u>
2016 ^a	(5,996,927)	48%	1.93%	2.10%
2021	(749,464)	6%	0.26%	0.32%
2022 ^b	(4,904,637)	40%	1.94%	2.86%
2023	(754,842)	6%	2.96%	4.47%
Total	<u>(12,405,871)</u>			
'16 & '22	(10,901,565)	88%		

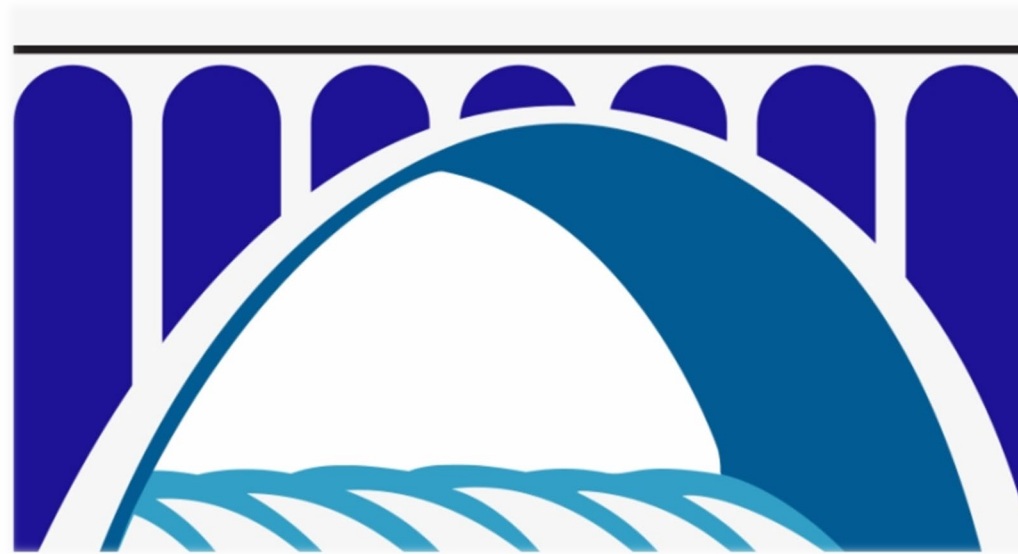
(a) Portfolio was not Held to Maturity, but actively traded.

(b) Third quarter purchases before Treasury Portfolio Structure implementation.

- **How to meet unforeseen emergent needs with liquidity via current portfolio?**
 - External Financing (Bridge/Gap-based)
 - Strategic Liquidation
 - Blended External & Strategic Liquidation
- **How does the new Portfolio Structure and Investment Strategy enhance meeting future emergent needs?**
 - Structured maturity-based cash flows
 - Increase Strategic Liquidation capability
 - Increase flexibility of options

Questions?

City of Spokane



Investment Committee Session

June 2023

Committee Agenda Items

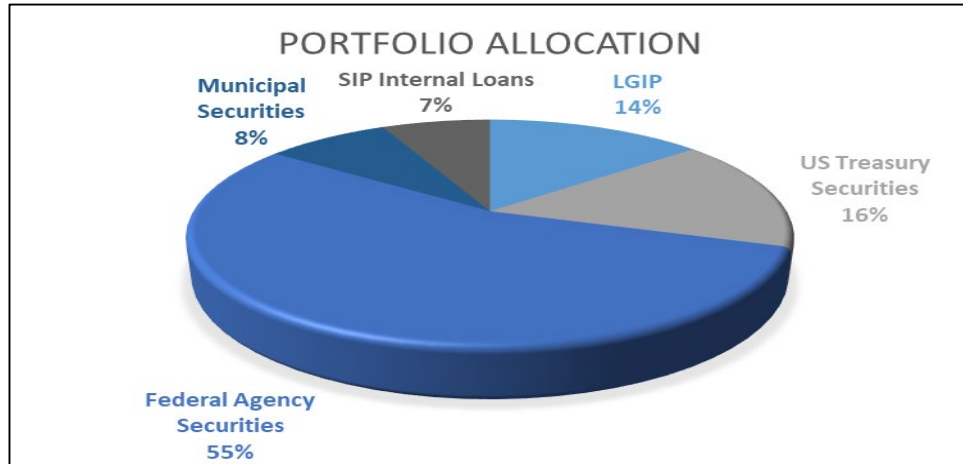
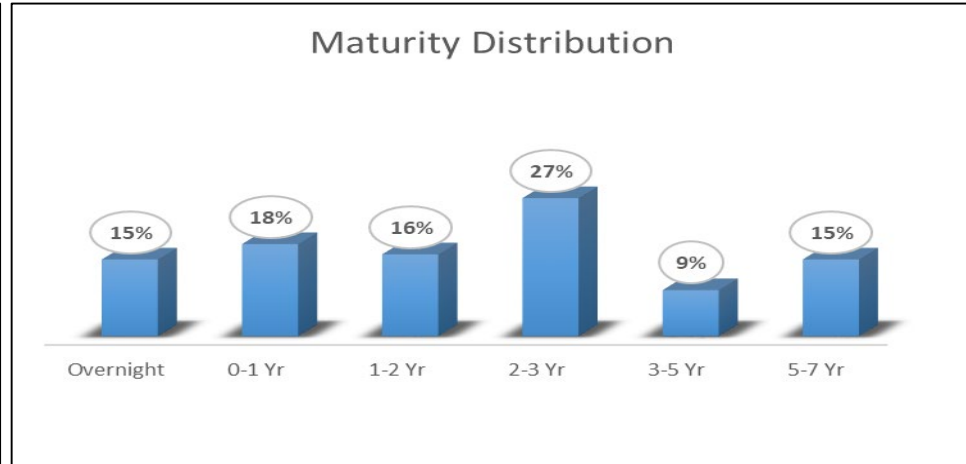
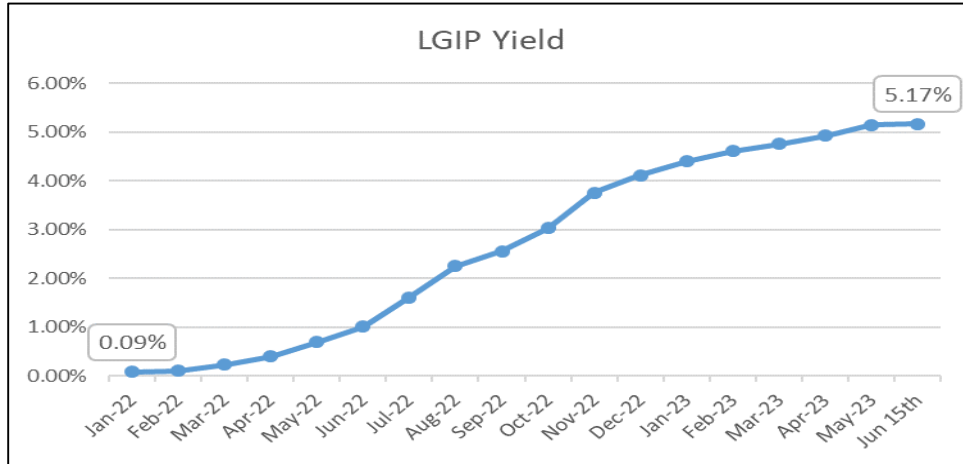
- Review Portfolio Objectives
- 2023 YTD Portfolio Metrics
- 2023 YTD Portfolio Activities
- Discuss Unrealized Gains/(Losses)
- Investment Structure & Strategy Update
- Remaining Year Strategy
- Q&A

Portfolio Objectives

As per Investment Policy, under Section 5.4.1; the investment portfolio is designed with the objectives of:

- **PRIMARY OBJECTIVES:**
 - Safety of Principal
 - Liquidity
- **SECONDARY OBJECTIVE:**
 - Rate of Return

2023 Portfolio Metrics



Average Maturity 2.3 years	Average Duration 2.2 years	Average Coupon 2.57%
Average Yield 3.12%	Interest Income YTD \$4.9MM	Net Unrealized Losses YTD \$11.25MM

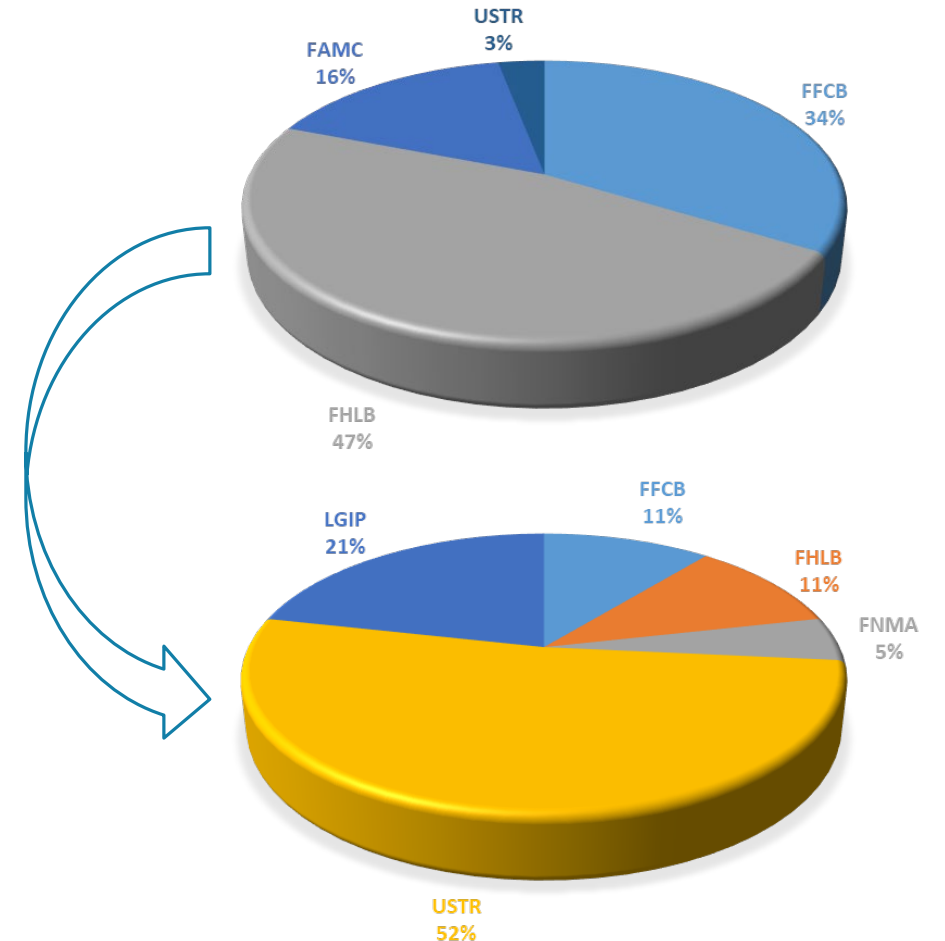
2023 Portfolio Activity

Maturities

- \$93.5MM Total
- Average Security Coupon 1.08%
- Average Security Yield 1.34%

Reinvestment

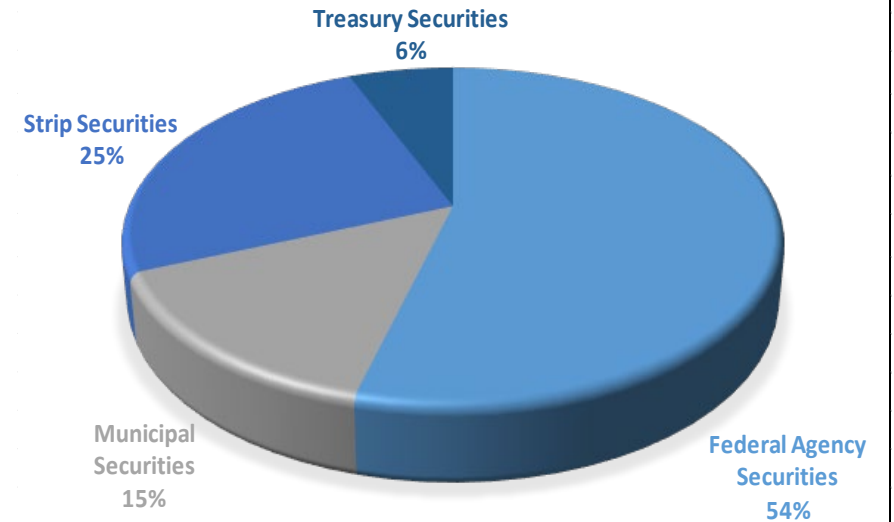
- \$73.4MM (78%) Reinvested & \$20.1MM (22%) LGIP
- Average Security Coupon 3.25%
- Average Security Yield 4.45%
- Average Security Maturity 2.1 years



2023 Net Unrealized Loss Details

Net Unrealized Losses Attributed to Positions - Based on Investment Year & Issuer Type

Year Acquired	Net Unrealized Loss	% of Net Loss	Position Avg. Coupon	Position Avg. Yield
2016 ^a	(5,652,853)	50%	1.76%	2.13%
2021	(794,565)	7%	0.26%	0.32%
2022 ^b	(4,406,305)	39%	1.93%	2.87%
2023	(402,104)	4%	2.96%	4.45%
Total	(11,255,827)			
'16 & '22	(10,059,158)	89%		

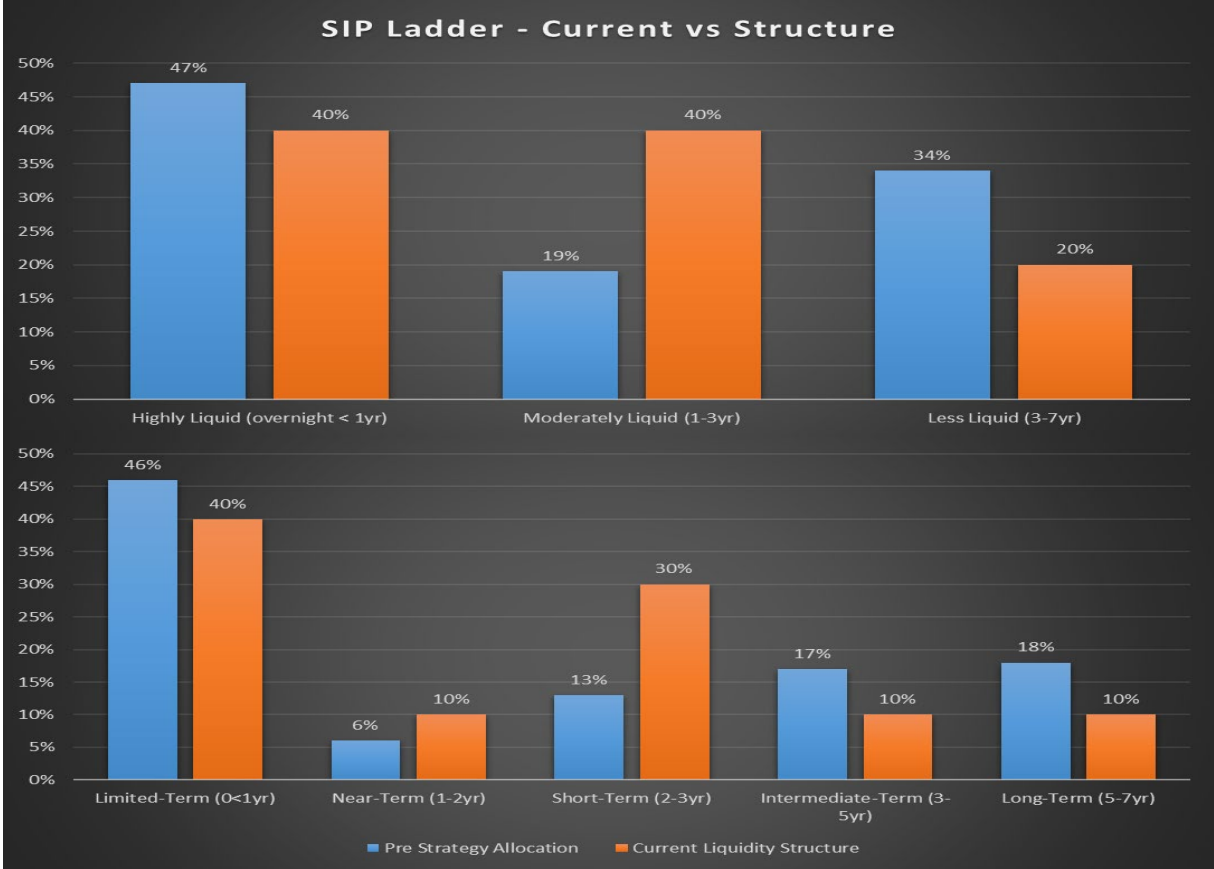


(a) Portfolio was not Hold to Maturity, but actively traded.

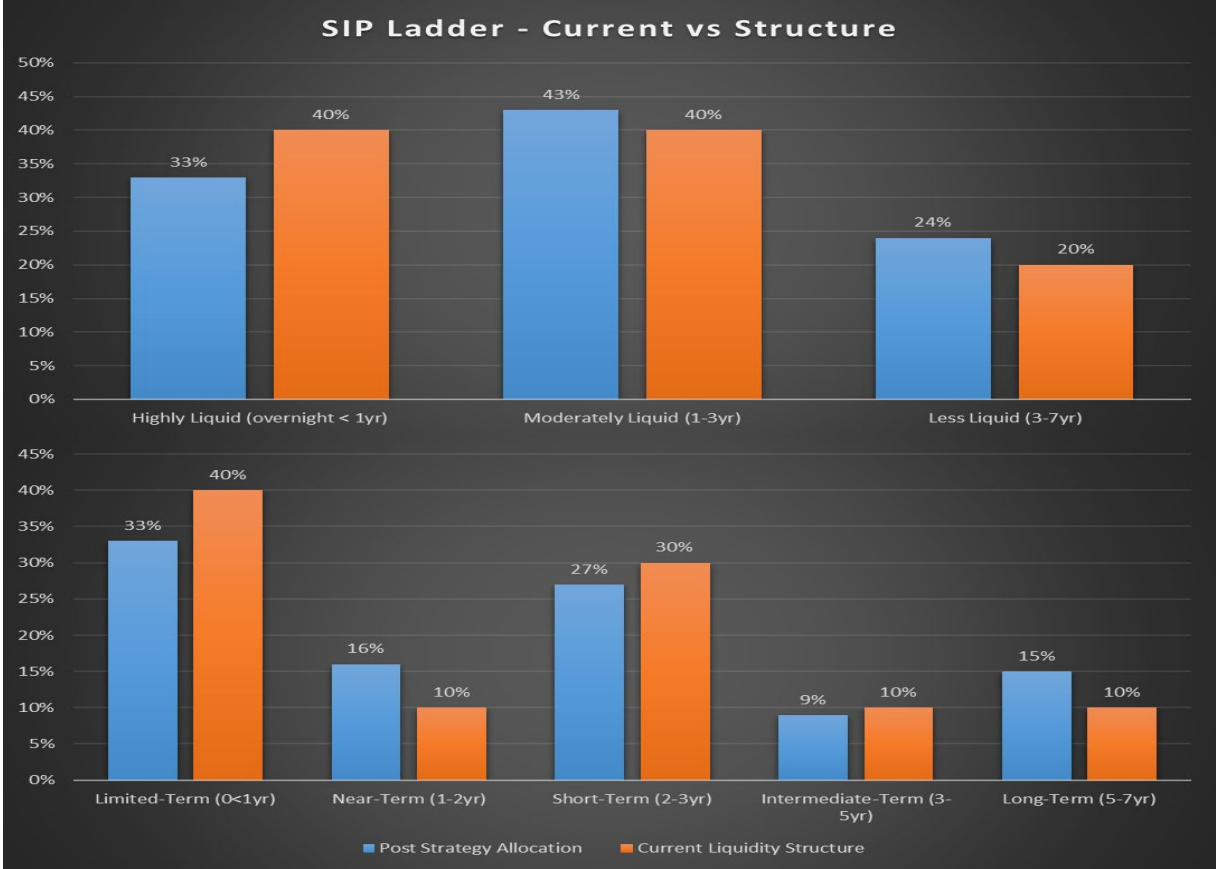
(b) Third quarter purchases before Treasury Portfolio Structure implementation.

Investment Structure & Strategy Impact

Before Strategy Implementation:



After Strategy Implementation:



Investment Maturity Management *(estimate)*

CURRENT INVESTMENT MATURITY SCHEDULE													
FY	January	February	March	April	May	June	July	August	September	October	November	December	Total
2023	6,000,000	20,000,000	36,035,000	16,500,000		15,000,000	5,000,000	5,710,000	15,000,000			10,000,000	129,245,000
2024	15,000,000								2,735,000	20,000,000			37,735,000
2025				10,000,000		15,000,000		20,000,000					45,000,000
2026		5,000,000		25,000,000				15,000,000					45,000,000
2027		1,252,000	10,000,000							15,000,000			26,252,000
2028			9,870,000					18,525,000	10,000,000				38,395,000
2029								2,500,000	6,000,000				8,500,000
2030							7,893,000				13,690,000		21,583,000

FORECASTED REINVESTMENT ACTIVITY WITHIN MATURITY SCHEDULE*													
FY	January	February	March	April	May	June	July	August	September	October	November	December	Total
2023	6,000,000	20,000,000	36,035,000	16,500,000		15,000,000	5,000,000	5,710,000	15,000,000			10,000,000	129,245,000
2024	15,000,000	5,000,000	10,000,000	5,000,000			5,000,000		2,735,000	20,000,000		10,000,000	72,735,000
2025	15,000,000	5,000,000	10,000,000	10,000,000		15,000,000		20,000,000		5,000,000			80,000,000
2026	10,000,000	5,000,000	10,000,000	25,000,000				15,000,000	5,000,000	5,000,000	10,000,000		85,000,000
2027	10,000,000	1,252,000	10,000,000	5,000,000			2,735,000	20,000,000	5,000,000	15,000,000		10,000,000	78,987,000
2028	10,000,000	5,000,000	9,870,000	5,000,000			10,000,000	18,525,000	10,000,000	10,000,000		10,000,000	88,395,000
2029	15,000,000	10,000,000	15,000,000	25,000,000			1,252,000	2,500,000	6,000,000	15,000,000			89,752,000
2030	15,000,000	5,000,000	5,000,000	10,000,000			7,893,000	10,000,000	10,000,000		13,690,000	15,000,000	91,583,000

\$'s invested from FY 2023

\$'s invested from FY 2024

\$'s invested from FY 2025

\$'s invested from FY 2026

\$'s invested from FY 2027

*Estimated Reinvestment Amounts may vary depending on liquidity needs at that time, longer-term investment opportunities, as well as impact of ARPA drawdown.

Questions



Investment Committee Minutes

June 26th, 2023

Monday, June 26, 2023

10:03 AM

Members present: Tonya Wallace CFO, Chris Johnson, Brian Brill (Civilian, Vice President Senior Portfolio Fixed-Income Portfolio Manager, Washington Trust Bank), CM Wilkerson, Matt Boston, Christine Shisler, Erin Haugen

Members Absent: None

Second Quarter – FY 2023

- Primary objective - provision of liquidity
- Safety of Principal
- Secondary objective is the rate of return
 - Reasonable rate of return but still meeting liquidity
- June 15th (for as current as possible)
- Jan 2022 were only earning 9 basis point on LGIP, now 517 points
 - LGIP - \$54 million
- 1/3 of portfolio return within the next year
- Portfolio allocation breakdown
- Average portfolio maturity of about 2 years
 - Average coupon is almost 100 basis points increased
 - Unrealized losses have increased slightly but still lower from where the City started the year
 - Yield curve is still inverted
- Maturity cash inflow - put \$73 million to work
- \$20 million kept in local government investment pool
 - Wanted to keep some money in the government investment pool with the ARPA funds being delivered in advance
- Coupon return was respectful
- How much was pulled from LGIP in 2022
 - Started year with \$180 - put over 1/2 to work in Q3 2022
- Where do losses live in the City portfolio?
 - 2016 - half of losses stem from
 - Portfolio did not behave as a hold to maturity portfolio
 - Portfolio had a different function with regards to sell and buy
 - Strips do not pay coupon interest
 - 40% of losses come from Q3 2022 - added municipal securities
 - Longer in maturity and higher in duration
 - 90% of losses stem from 2016 - 2022 positions
- Wanted to keep portfolio between 2-3 year average maturity
 - Return in 36 months or less
 - 1-3 year (liquidity of the future)

- Some potential problems noted in the range
- Carved some off the short-term aspect of the portfolio
 - Due to curve being so inverted
 - Try to capture yields a little longer
- Investment Maturity Management
 - May and November - deal with property tax
 - End of Nov we owe money
 - June is interest only debt payment
 - Want to have money coming in Q1 and early Q2
 - Summer - capital programs that start
 - Want to keep \$70-90 million coming in with regards to investment structure
 - 2024 - 7 months of potentially no maturity inflow
 - Some action has been taken for investment return to be more spread-out
 - Money can be moved/managed depending on rates and other financial changes
 - Current structure allows for better flow of cash
 - Can put potentially additional money to work - depending on rate structure in Aug with regards to 2024
- Investment stand-point almost done putting money to work for the year

Final Slide - Investment Maturity Management

- "Red-font" has already been invested and is hold to maturity

SIP Loan Slide

- SIP Internal Loans
 - How does internal SIP loans impact capacity?
 - Can still be at 15% of overall portfolio
 - In terms of liquidity - there would need to be a liquidity component if the full % was pulled
 - Loan is not useful without proceeds
 - Could potentially affect final slide

Matt - does Chris do an analysis on what is used to pay bills vs what is borrowed from reserve account

Speaking more in regards to GF (\$11 million in cash)

Analysis on cash wise with regards to check book?

Chris does a forecast instead on City overall

Pooled cash funds - no fire sale since everything is pooled

"Paradigm shift to go from a fund structure to a pooled structure"

Allows for different options with needing "immediate" cash

Cash position does include the LGIP - Keep a cash amount of \$5million in US Bank at all times

Discussed breakdown/meaning of unrealized gains and losses

With regards to Accounting (GASB)

Brian does not worry about unrealized gains/losses

6 - Council Sponsor: CM Wilkerson. Q2 Financial Report

Stratton, Jessica

| For Discussion

Attachments

[07-17-2023 Quarterly Financial Report_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: 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. 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 the General Fund, other funds, CIP project status and an economic briefing.</p> <p><u>Summary</u> The report covers April through June 2023 and first half CIP notes. As always, due to the timing of data, the report will be submitted the week before committee.</p>
Proposed Council Action	n/a
<p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input 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 – 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	

7 - Apprenticeship Utilization Report

*Nechanicky, Jason,
Sandobal, Jason*

Presentation on Apprenticeship utilization on larger (greater than \$600k) public works projects.

| For Discussion

Attachments

[_Briefing Paper Template_ 2023 AUR 20230706.docx](#)

[Apprentice.2023.Update.28apr23.draft4.pptx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org , 509-232-8841
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 20
Agenda Item Name	Apprenticeship Utilization Presentation
Summary (Background)	For larger public works projects (\$600k and larger) the City requires per SMC 07.06 Article X contractors to utilize apprentices in the workforce for completion of public work projects. Per Article X the administration is to report at least annually to the City Council's Finance and Administration committee the utilization of apprentices in public works projects.
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	none
Fiscal Impact	
Total Cost: <u>unknown</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: N/A	
Expense Occurrence <input 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)	
What impacts would the proposal have on historically excluded communities?	
Apprenticeship program incentivizes the use of apprentices from Community Empowered Zone (CEZ)	
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?	
Data is primarily collected by Labor and Industries and provides limited reporting on the above listed items.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Data is primarily collected by Labor and Industries. Further discussion should occur as to the intent and benefit of the program.	
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?	

Item currently exists as a chapter in SMC.



Article X. Public Works Apprentice Program

July 2023

2023 AUR Ordinance Update

- 2021 - 2022 Overall Status and Summary
- Process Summary and Transition
- 2022 Apprentice Utilization Report
- 2023 AUR Projects



2021 – 2022 AUR Status and Summary

- Transitioned to new ordinance in December 2021
- Jobs bidding after January 2022 fall under new ordinance.
- Ordinance transitioned from 15% AUR Project based to trade based.
- Final Acceptance for 2022 projects expected mid/late 2023.



2022 AUR Recap – Through March 2023

- Currently closing out majority of jobs started in 2021
- 2021
 - 17 AUR Construction Projects
 - \$35 Million in total contracts
 - 9 Projects Final/8 Projects Pending
- 2022
 - 13 AUR Construction Projects
 - \$28 Million in total contracts
 - 13 Projects Pending



Projects Processed in 2022

- 2021 Projects
 - OPR 2021-0289 Cycle 8 (2019) School Safety (WM Winkler) – 18.64%
 - OPR 2021-0334 Arterial Chip/Seal (Shamrock) – 16.36%
 - OPR 2021-0423 Water Yards East Parking Upgrade (Shamrock) – 16.70%
 - OPR 2021-0375 2021 Residential Chip/Seal (Shamrock) – 17.11%
 - OPR 2021-0423 Cycle 8 Traffic Calming (Bacon Concrete) – 0.00%
 - OPR 2021-0525 2021 Residential Grind South (Shamrock) – 10.40%
 - OPR 2021-0553 2021 Arterial Grind & Overlay (Inland Asphalt) – 8.3%
 - OPR 2021-0674 Hatch Bridge (Halme) – 18.79%
 - OPR 2021-0785 2022 Street Maint. ADA (Cameron-Reilly) – 15.81%
- 2020
 - OPR 2020-0547 NSC Cleveland-Greene (Halme) – 21.7%
- 2019
 - OPR 2019-0132 Five Mile Booster Station (Apollo) – 16.52%
- 2018
 - OPR 2018-0005 Central Well #2 (LaRiviere) – 17.82%



Projects Overview 2023

- Through June 2023
 - 15 AUR Projects awarded.
 - Over 47M in Public Works Projects
 - Projects include:
 - Cochran Basin Storm Water/DW Excavating \$7M
 - SIA Transmission Line Crossing/Halme \$3M
 - High System Additional Reservoir/Landmark Structures \$9M
 - Business Area Grind and Overlay/Shamrock Paving \$2M
 - Holland Avenue Sewer/Inland Excavating \$5M
 - And other various PW projects.





Apprentice Incentive Grant

- Pre-Apprenticeship Programs to assist minorities, women and residents of CEZs.
- Approximately \$15K in collected fines.
- August 16 is grant application due date.

An infographic titled "Why do an apprenticeship or traineeship?" is presented on a white background with a blue-to-orange gradient border. The infographic is divided into six sections, each with an icon and a text box. The top row includes: "START EARNING" (lightbulb icon) with the text "Start earning money while you study"; "FLEXIBLE TRAINING" (person at a screen icon) with "Train on-the-job, on-campus, or both"; and "INDUSTRY SKILLS" (head with arrows icon) with "Develop knowledge and skills from expert teachers with extensive industry experience". The bottom row includes: "HANDS-ON EXPERIENCE" (checkmark icon) with "Learn with the latest technology and tools in our well-equipped facilities"; "REAL QUALIFICATIONS" (graduation cap icon) with "Graduate with a nationally recognised qualification"; and "CAREER ADVICE & HELP" (stairs icon) with "Students can access our Employment Centre even after they graduate, to help progress their careers".

START EARNING
Start earning money while you study

FLEXIBLE TRAINING
Train on-the-job, on-campus, or both

INDUSTRY SKILLS
Develop knowledge and skills from expert teachers with extensive industry experience

Why do an apprenticeship or traineeship?

HANDS-ON EXPERIENCE
Learn with the latest technology and tools in our well-equipped facilities

REAL QUALIFICATIONS
Graduate with a nationally recognised qualification

CAREER ADVICE & HELP
Students can access our Employment Centre even after they graduate, to help progress their careers

Summary, next steps

- Recent legislation HB 1050 passed with new requirements effective July 1, 2024.

Effective date	Limit	Requirement
7/1/2024	\$ 2,000,000.00	15% of total labor hours completed by apprentices.
7/1/2026	\$ 1,500,000.00	15% of total labor hours completed by apprentices.
7/1/2028	\$ 1,000,000.00	15% of total labor hours completed by apprentices.

- Current SMC is more restrictive.
 - \$ 600,000 limit.
 - 15% apprenticeship by trade/craft over 160 hours (instead of total project).
- The impact of the restriction is not yet known. Staff will continue to monitor.
- Administration will be requesting a review of the reporting requirements.
 - Many of the reporting requirements in the SMC are difficult to manage with current resources and are redundant with the current efforts managed by the Dept. of L&I.



Questions



8 - Police Academy Capital Expansion Project SBO

MacConnell, Jacqui

Council Sponsors: Bingle & Stratton.

Acceptance of funding from the WA State Legislature to be used for expansion of the Police Academy facility.

| For Discussion

Attachments

[Briefing Paper - Academy Remodel funding SBO - Copy - Copy.docx](#)

[SBO - Academy Expansion.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Wilkerson & Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO - Acceptance of WA State Legislature Academy Expansion Funds
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Washington State Legislature’s Engrossed Substitute Senate Bill 5200, allocated \$1.4 million for a “Spokane Academy Expansion”.</p> <p>This funding is for the construction of a building at the current Academy location to be utilized for the instruction of our CJTC Basic Law Enforcement Academy and BLEA personnel offices.</p> <p>SPD is requesting approval to accept the funds as well as a special budget ordinance to appropriately budget for receipt and expenditures. Facilities Management will manage the project.</p>
Proposed Council Action	Approval to receive funds & SBO 7/31/23
<p>Fiscal Impact</p> <p>Total Annual Cost: \$1.4 million Total Cost Remaining This Year: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA State Legislature distribution</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 (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 General Capital Improvements 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 General Capital Improvements Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,400,000.
 - A) Of the increased revenue, \$1,400,000 is provided by Washington State per Senate Bill 5200 for expansion of the Spokane PD Academy.
- 2) Increase appropriation by \$1,400,000.
 - A) Of the increased appropriation, \$1,400,000 is provided solely for construction of fixed assets.

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 accept the WA state budget allocation for Spokane Academy expansion, 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

9 - Keycode Media - Council Chambers and Briefing Room AV Upgrade

*Nechanicky, Jason,
Bollinger, Jeff*

Council Sponsors - CM Kinnear, CM Wilkerson, CM Zappone - contract with Keycode Media for updated technology into City Council Briefing Center and the Council Chambers.

| For Discussion

Attachments

[Finance Committee KeyCode Briefing Paper.docx](#)

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Communications
Contact Name & Phone	Jeff Bollinger, 625-6359
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 07/17/2023
Agenda Item Name	Keycode Media – Council Chambers and Briefing Room AV Upgrade
Summary (Background)	<p>Updated technology into City Council Briefing Center, and the Council Chambers. This addresses the needs and requirements for audio, video, presentation, lighting, projection and/or display, AV room/system control, integration into City Cable 5, to improve accessibility.</p> <p>Contract with Keycode Media for \$225,762.37 plus sales tax. Company and pricing via interlocal with Omnia, Purchasing Agreement # 2019.001407.</p>
Proposed Council Action & Date:	Pass council on July 31, 2023.
<p>Fiscal Impact: \$225,762.37 + sales tax Total Cost: \$225,762.37 + sales tax Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: ARPA</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>There will be more ways in which to participate in public meetings including improved quality of accessing through home wifi, Library access wifi, personal smart phone, or one of the Library's expanding NDI cameras.</p> <p style="text-align: center;">----- Technology terms-----</p> <p>TriCaster Live call connect software integration with broadcast-quality video and balanced audio allows you to present production-ready conversations, interviews, reports, and more—regardless of the caller's device.</p> <p>NDI- (Network Device Interface) IP video protocol. Allows you to connect to a wide variety of NewTek NDI-enabled products, along with the world's largest ecosystem of third-party IP video products using a single network cable for video and audio.</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>	

There will be an improved quality of audience participation in the meetings. For people with transportation or mobility issues, the new technology will improve their meeting experience.

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

It is possible for the council members' legislative assistants to begin tallying the remote connectivity participation rate in the public meetings.

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?

The technology makes future on the road council meetings in neighborhoods again possible by using existing internet connectivity instead of relying on expensive fiber optic cables.

10 - VOA Crosswalk 2.0 1MM Contract

Cerecedes, Jennifer

Requesting permission to enter into contract with VOA for 1MM for Crosswalk 2.0. These funds must be spent by 12/31/2023.

| For Discussion

Attachments

[Attachment A - REVISED Debarment Suspension and FFATA Certification Form.pdf](#)

[Contract Workbook VOA Crosswalk 2.0.pdf](#)

[Crosswalk 2.0 1 MM.docx](#)

[Crosswalk 2.0 7.6.23.docx](#)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

**AGREEMENT BETWEEN
CITY OF SPOKANE ("CITY") AND VOLUNTEERS OF AMERICA ("GRANTEE")**

1. Grantee VOLUNTEERS OF AMERICA 525 W 2ND AVE SPOKANE, WA 99201		2. Contract Amount \$1,000,000		3. Tax ID 91-0577131	
				4. UEI# NB2NUDTNWK4	
5. Grantee's Program Representative BRIDGET CANNON, SVP CRISIS INTERVENTION 525 W 2ND AVE SPOKANE, WA 99201 509-688-1120 BCANNON@VOASPOKANE.ORG			6. City's Program Representative JENN CERECEDES 801 W SPOKANE FALLS BLVD SPOKANE, WA 99203 509-625-6005 JCERECEDES@SPOKANECITY.ORG		
7. Grantee's Contract Representative BRIDGET CANNON, SVP CRISIS INTERVENTION 525 W 2ND AVE SPOKANE, WA 99201 509-688-1120 BCANNON@VOASPOKANE.ORG			8. City's Contract Representative PAUL GRINDER 801 W SPOKANE FALLS BLVD SPOKANE, WA 99203 509-625-6032 PGRINDER@SPOKANECITY.ORG		
9. Grantee's Financial Representative DAYNA BROWN, FINANCE MANAGER 525 W 2ND AVE SPOKANE, WA 99201 509-688-1107 DBROWN@VOASPOKANE.ORG			10. City of Spokane Internal Items VOA CROSSWALK 2.0 6700		
11. Grantor Award # N/A		12. Start Date 8/1/2023		13. End Date 12/31/2023	
14. Federal Funds NO		CFDA # NO	Federal Agency N/A	Program Title CRIMINAL JUSTICE	
15. Total Federal Award \$0		16. Federal Award Date N/A		17. Research & Development? N/A	
18. Indirect Cost Rate NO INDIRECT COSTS					
19. Grantee Selection Process: (check all that apply or qualify) <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

#DIV/0!



CITY OF SPOKANE

CONTRACT

Title:

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **VOLUNTEERS OF AMERICA**, whose address is 525 W 2ND AVE, SPOKANE, WA 99201 as ("GRANTEE"), individually hereafter referenced as a “GRANTEE”, and together as the “parties”.

WHEREAS, the GRANTEE was awarded by Spokane City Council through ordinance C-36161 on December 13, 2021 for this contract;

The parties agree as follows:

1. **SCOPE OF WORK.** The GRANTEE shall use funds for development fees and construction activities for the Crosswalk Teen Shelter and Transitional Housing located at 3024 E Mission Ave, Spokane, WA.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin AUGUST 1, 2023 and shall run through DECEMBER 31, 2023, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **ONE MILLION AND NO/100 (\$1,000,000.00)**, for all things necessary or incidental to the performance of services as listed in SECTION 1. SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions listed under SECTION 4. PAYMENT PROCEDURES. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

Category	Amount
Development Fees and Construction Activities	\$1,000,000.00

4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited

to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D-REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in**

writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. 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 Contract shall have or acquire any interest in the Contract, 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 Contract.

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

- A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
 - 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
 - 3) Ineffective or improper use of funds provided under this Agreement; or
 - 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. **INDEMNIFICATION.** The Consultant 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 the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 the Consultant'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 the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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.

12. **INSURANCE.** During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. “INDEPENDENT CONTRACTOR”.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS’ COMPENSATION.

The GRANTEE shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION. The Contractor 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. ATTACHMENT A.

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. 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 Contract 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. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

19. 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. The Company 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 Company 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status.
- b. Records documenting reasonable belief of imminent threat of harm.
- c. Records documenting annual income.
- d. Program participant records, housing standards and services provided.
- e. Conflict of interest and confidentiality requirements.
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- j. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The

GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the city will comply with the Public Records Act and release the records.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY’s failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

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 – Debarment and Suspension

Attachment E – Amendment Request Form

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	509-625-6055
Council Sponsor(s)	Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	CHG Eviction Prevention Funding Recommendations
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane under ORD C-36161 allocated \$1,000,000.00 to Volunteers of America for development fees and construction activities for the new Crosswalk Teen Shelter and Transitional Housing located at 3024 E Mission Ave, Spokane, WA. CHHS Requests permission to distribute these funds to VOA. The contract will run from August 1, 2023 through December 31, 2023, the funds must be spent during this time.
Proposed Council Action	Please approve CHHS to enter into contract for the requested amount
Fiscal Impact	
Total Cost: <u>\$1,000,000</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: Washington State Department of Commerce Consolidated Homeless Grant	
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? These funds will increase beds for youth and young adults	
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? As these costs are for development and construction activities there will not be any demographic information collected.	
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 aligns with the 5 year plan to end homelessness.	

11 - Contract Amendment for Roof Replacement at the Combined Communications Building

Schaeffer, Brian

Roof replacement of Roof area A at the CCB was approved (OPR 2022-0411) in June 2022. Due to supply chain and other timing issues, the original contract only included roof Area A. The amendment is to include roof areas B,C and D.

For Information

Attachments

[Briefing Paper - CCB Roof Part B.docx](#)

[CCB roof overall view.JPG](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fire
Contact Name	Brian Schaeffer
Contact Email & Phone	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear/Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract Amendment for Roof Replacement at the Combined Communications Building (CCB), 1620 N. Rebecca St.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Roof replacement of Roof area A at the CCB was approved (OPR 2022-0411) in June 2022. Due to supply chain and other timing issues, the original contract only included roof Area A. This contract with J.R. Swigart Co. Inc. was approved for \$1,207,029.00. The contractor is able to complete Roof Areas B, C and D later this year when materials arrive on site. The dollar amount of this amendment exceeds the 10% change order limit and as a result, SFD is requesting Council approval to amend the contract to increase the scope of work to include roof replacement of Roof Areas B, C and D. Total 2022/2023 REET dollars allocated for this contract (Roof Areas A, B, C and D) – \$1,522,306.</p> <p>SCOPE: As in the original contract, due to the nature of original construction and the requirement to upgrade insulation to current standards, a complete tear-off and re-decking is required.</p> <ul style="list-style-type: none"> ○ Remaining roof replacement: This amendment will authorize replacement of the remaining roof areas. ○ There is value to the City in having the same contractor complete the remaining roof with materials that will have identical warranty as Roof Area A. <p>TOTAL AMENDMENT COST: \$262,950 plus sales tax & 10% contingency reserve.</p>
Proposed Council Action	Approval of Contract Amendment with J.R. Swigart Co. Inc. of Pasco, WA for remaining roof replacement of the CCB not later than 7/31/2023.
<p>Fiscal Impact Total Cost: <u>\$315,277.05</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: REET 1 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring 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?	

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?

Since this proposal is for the repair of a facility, any data collection will focus on the quality of the work performed and won't involve 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?

The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

12 - Monroe Street Bridge CPTED

Cathcart, Michael

Sponsor: Cathcart

A resolution requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge.

| For Discussion

Attachments

[2023.07.10 Monroe Street Bridge CPTED Briefing Paper.docx](#)

[2023.07.10 RES- CPTED Monroe Street Bridge.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org
Council Sponsor(s)	Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Monroe Street Bridge CPTED Audit
Summary (Background)	<p><i>*use the Fiscal Impact box below for relevant financial information</i></p> <p>A resolution requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge. The Monroe Street Bridge is known as a place where people chose to attempt to take their own lives and 2005 - 2015 there were a reported 210 calls involving attempted or completed suicides on the Monroe Street Bridge. Since 2015 there have been a comparable number of calls for emergency responders to the bridge to assist people on the Monroe Street Bridge.</p>
Proposed Council Action	July 31, 2023
<p>Fiscal Impact</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>Demographics show that Riverside, Peaceful Valley and West Central neighborhoods fall well below the Citywide Median Household Income. Additionally, all three neighborhoods have a significant number of renter households – between 10-50% more than the Citywide Average. The Monroe Street Bridge connects these three neighborhoods which deserve safe routes of passage as much as the rest of the community.</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>Data from calls for service will be made available and can be briefed at future PSCHC meetings.</p>	

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

Data from calls for service will be made available and can be briefed at future PSCHC meetings.

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?

The City's 2023 legislative priorities included a request for state funding of design studies and options for suicide prevention barriers on the on the Monroe Street Bridge, which funding request was not granted. The City Council is committed to ensuring the necessary resources are allocated to address the safety and suicide concerns on the Monroe Street Bridge while preserving its historic integrity.

RESOLUTION NO. 2023-_____

A resolution requesting a Crime Prevention Through Environmental Design (CPTED) audit of the Monroe Street Bridge.

WHEREAS, the Spokane Monroe Street Bridge stands as an iconic symbol of Spokane's rich history and architectural heritage, attracting visitors from near and far; and

WHEREAS, the historic Monroe Street Bridge was initially constructed in 1911 and designed by city engineer John Chester Ralston, and at the time of its completion was the largest concrete arch bridge in the United States; and

WHEREAS, the Monroe Street Bridge also is known as a place where people chose to try to take their own lives, and between 2005 and 2015, there were a reported 210 calls involving attempted or completed suicides on the Monroe Street Bridge, and since 2015 there have been a comparable number of calls for emergency responders to the bridge to assist people on the Monroe Street Bridge; and

WHEREAS, the City's 2023 legislative priorities included a request for state funding of design studies and options for suicide prevention barriers on the on the Monroe Street Bridge, which funding request was not granted; and

WHEREAS, certain areas of the bridge, particularly its distinctive alcoves, have become conducive to illicit activities, posing a threat to public safety and the well-being of the Spokane community; and

WHEREAS, it is essential to preserve the historic feel and architectural integrity of the Monroe Street Bridge while identifying potential measures to address safety and suicide concerns; and

WHEREAS, the City Council is committed to ensuring the necessary resources are allocated to address the safety and suicide concerns on the Monroe Street Bridge while preserving its historic integrity; and

WHEREAS, Crime Prevention Through Environmental Design (CPTED) is an internationally recognized technique for promoting visually pleasing solutions that aim to enhance the legitimate use of both public and private spaces.

NOW, THEREFORE, BE IT RESOLVED that the City Council requests the Mayor direct

that a comprehensive review of the Spokane Monroe Street Bridge by qualified professionals, including Spokane Police, engineers, and others with expertise in historic preservation and urban safety, to include Crime Prevention Through Environmental Design (CPTED) review and the other matters, including::

- Identifying potential design modifications and enhancements that discourage criminal activities, particularly within the alcoves, while ensuring the preservation of the bridge's historic character; and
- Recommendations such as improved lighting, changes to the layout, surveillance cameras, strategic landscaping, and other measures that align with the principles of crime prevention through environmental design and enhance pedestrian safety;
- Specific measures to prevent suicide attempts on the Monroe Street Bridge; and
- Any other considerations consistent with a comprehensive CPTED review.

BE IT FURTHER RESOLVED the City Council acknowledges the need to strike a balance between ensuring public safety and maintaining the bridge's historical significance, and therefore requests that any proposed design modifications arising from the CPTED reviews be sensitive to the bridge's architectural features, materials, and overall aesthetic, aiming for seamless integration of crime prevention measures; and

BE IT FURTHER RESOLVED that the City Council requests the CPTED review be completed as soon as practical, but no later than January 1, 2024, and urges the relevant departments and agencies to create and present to the City Council a plan and budget based on the recommended design modifications and enhancements.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

13 - Eviction Prevention Award Recommendations

Cerecedes, Jennifer

Requesting permission to enter into contracts with subrecipients chosen to administer the Eviction Prevention Funds through the Department of Commerce.

Attachments

[CHG Eviction Prevention 7.6.23.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS								
Contact Name	Jenn Cerecedes								
Contact Email & Phone	509-625-6055								
Council Sponsor(s)	CM Wilkerson								
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5								
Agenda Item Name	CHG Eviction Prevention Funding Recommendations								
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Commerce awarded new, ongoing funding as part of our Consolidated Homeless Grant (CHG) for Eviction Prevention activities. We issued a Notice of Funding Availability which closed Friday May 19th. The CHHS RFP committee reviewed the applications and made the following recommendation for funding for the period of July 1, 2023- June 30, 2024</p> <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td>Carl Maxey Center</td> <td style="text-align: right;">\$ 1,077,082</td> </tr> <tr> <td>Nuestra Raices</td> <td style="text-align: right;">\$ 425,218</td> </tr> <tr> <td><u>Family Promise</u></td> <td style="text-align: right;"><u>\$ 833,900</u></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$2,336,200</td> </tr> </table>	Carl Maxey Center	\$ 1,077,082	Nuestra Raices	\$ 425,218	<u>Family Promise</u>	<u>\$ 833,900</u>	Total	\$2,336,200
Carl Maxey Center	\$ 1,077,082								
Nuestra Raices	\$ 425,218								
<u>Family Promise</u>	<u>\$ 833,900</u>								
Total	\$2,336,200								
Proposed Council Action	Please approve CHHS to enter into contract for the requested amounts.								
<p>Fiscal Impact Total Cost: <u>\$2,336,200</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: Washington State Department of Commerce Consolidated Homeless Grant</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? 64% of funds are being proposed to be awarded to by and for organization, this will ensure that historically excluded communities can access services at locations they are comfortable and familiar with.</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? Either CMIS, or a separate reported process to be determined by Department of Commerce.</p>									

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

Department of Commerce will use submitted data to benchmark the effectiveness of this program.

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 5 year plan to end homelessness.

14 - Consent Items

15 - Collection Agency Contract Extensions 1

Morse, Corin

There are two collection agency contracts, Valley Empire Collections and BC Services that will expire July 31, 2023. For each contract, there is a final one-year extension allowed. This is a request to extend both contracts to July 31, 2024.

Attachments

[Briefing Paper - Collection Agency Contract Extensions 6.2023.docx](#)

[VEC Contract 7.2019 Exps 7.2023.pdf](#)

[Final BC Services Coll Agency Signed 7.2019.pdf](#)

Committee Agenda Sheet

Finance and Administration

Submitting Department	Public Works, Utility Billing
Contact Name & Phone	Corin Morse Ext 6855
Contact Email	Corin Morse (cmorse@spokanecity.org)
Council Sponsor(s)	CM Lori Kinnear and CM Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Collection Agencies Contract Extension
Summary (Background)	<p>There are two collection agency contracts, Valley Empire Collections and BC Services that will expire July 31, 2023. For each contract, there is a final one-year extension allowed.</p> <p>Utility Billing receives requests to assign to collections for non-utility delinquent balances from other departments. In the future, Utility Billing will be assigning past due balances to the collection agencies when all other internal collection methods have been exhausted.</p> <p>This is a request to extend both contracts to July 31, 2024. Prior to this date in 2024, there will be an RFP process to hire collection agencies for future use as well.</p>
Proposed Council Action & Date:	Approval to extend the contracts: July 31, 2023
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>The agencies are paid by the debtor, not the City of Spokane who is paid by the collection agency at 100% of the debt if able to collect.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

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?

Reporting of accounts receivable recoveries of charged off 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?

The Contracts will enhance the City's ability to recuperate past due balances after internal recovery options have been exhausted. Each collection agency recovers their fee over and above the City A/R principal balance. If the agency is unable to collect, there is no charge to the City.



City of Spokane

Minor Contract Summary

RECEIVED

AUG 16 2019

CITY CLERK'S OFFICE

OPR # 2019-0653
Cross Ref _____
Destruct Date 1-1-2029
Clerk's Dist. 8-19-2019

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Utilities Billing
Department Project # 5200

New Contract
CR # _____
Date: 7/19/2019

Contractor/Consultant

Name: Valley Empire Collections
Address: 8817 E Mission Ave.
City, State, Zip: Spokane Valley, WA 99212

Remittance Address: Same
City, State, Zip: _____

Summary of Services

Collection assignments for non-muni court past due accounts for various City departments.

Amount: \$ 0.00
Amount: \$ 0.00
Maximum Amount: \$ 0.00
Beginning Date: 08/01/2019

Budget Code: N/A
Budget Code: N/A
Expiration Date: 07/31/2022 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Corin Morse, Utilities Billing and Collections Manager
Funds are available in the appropriate budget account

Accountant	Signature _____	Date _____
Department Head	Signature <u>Corin Morse</u> <small>Digitally signed by Corin Morse Date: 2019.07.23 17:45:55 -0700</small>	Date <u>07/19/2019</u>
Other	Signature _____	Date _____
Grants Mgt. (if applicable)	Signature _____	Date _____

Distribution List

Contractor E-mail: <u>troy@debtintocash.com</u>	Andrew Duffey, Accounting
Dept. Contact E-mail: <u>cmorse@spokanecity.org</u>	Taxes and Licenses
_____	_____
_____	_____

COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is between the CITY, OF SPOKANE, a Washington State municipal corporation, as "City," and Valley Empire Collections, whose address is 8817 E Mission Ave Suite 101 Spokane Valley, WA 99212, as "Agency."

The parties agree as follows:

1. DESCRIPTION OF WORK. The Agency shall provide COLLECTION AGENCY SERVICES, in accordance with the Agency's proposal dated April 22, 2019.
2. CONTRACT DOCUMENTS. This contract, the City's Request for Proposals and the Agency's proposal to the Request for Proposals constitute the contract documents.
3. ASSIGNMENT. The City hereby assigns to the Agency and the Agency hereby agrees to accept various overdue accounts for collection effort. The types and amounts shall be at the City's sole discretion.
4. CONTRACT TERM. The agreement shall begin on August 1, 2019, and continue in force through July 31, 2022, unless terminated sooner. The agreement may be extended for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.
5. COLLECTION PRACTICES.
 - A. The Agency shall actively pursue collection of the City's accounts through proper and lawful means without regard to the amount of the account.
 - B. The Agency shall not, under any circumstance, use threats, intimidation or harassment of debtors in the collection of accounts or violate any guidelines of the Fair Debt Collection Practices Act.
 - C. In its performance of this agreement, the Agency shall comply with all applicable federal, state and local laws, regulations and executive orders that are incorporated by reference into this agreement.
 - D. Before initiating any legal action, the Agency shall make written request to the City, and receive in return, written permission from the City's Utilities Billing and Collections Manager.
 - E. Before accepting any compromise settlements, the Agency shall make written request to the City by e-mail, facsimile, or written form, and receive in return, written

permission from the City's Chief Financial Officer.

- F. The Agency shall not, under any circumstance, charge or attempt to collect any additional sum over and beyond the original amount of the referred account plus statutory interest and fees without the express written consent of the City.
- G. The Agency shall observe a thirty (30) day waiting period between time of referral of account and time of notification to credit bureau(s) of the debtor's payment status and/or dispute.

6. REPORTS.

- A. Collection Statement. The Agency shall provide the City, on a monthly basis, a statement that lists all monies collected during the preceding calendar month. It shall clearly identify each account, show the total amount collected for each account, the date collected, and the amount deducted as the Agency's percentage.
- B. Assignment Acknowledgment. The Agency shall provide the City, on a weekly basis, a listing of all accounts assigned within that week. The listing shall be alphabetical by name.
- C. Account Inventory. The Agency shall provide a monthly inventory listing all accounts assigned to the Agency. It shall clearly identify each account, show the date the account was assigned, the status of the account, the original amount placed for collection, payment made to date and balance owing. These same items shall also be totaled for the entire listing.
- D. Payment Ratio. The Agency shall, upon request, provide the City with an analysis of the accounts assigned to the Agency. The analysis shall show the recovery history in numbers, percentages, and dollars.

7. CANCELLATION OF ACCOUNTS. Upon mutual agreement of the parties, the City may cancel any assigned account which has not previously been included in a collection lawsuit filed by the Agency. There will be no charge to the City for accounts that are canceled and returned at City's request.

8. RECORD INSPECTION. The Agency shall maintain for all accounts, ledger records which reflect the original balance, additional charges, and collections and the City shall have the right to inspect such records.

9. OBLIGATIONS OF THE CITY.

A. The City agrees to provide the Agency with the most recent itemized billing statements or invoices showing the original charges, interest, any credits or adjustments, date(s) of service, payments, collection fees assessed by the City and unpaid balances. The City further agrees to provide testimony in court as may be

necessary.

- B. Prior to assignment, the City agrees to provide each debtor with the appropriate written notice set forth in R.C.W. 19.16.500 and will provide the Agency with a copy of the notice upon request.
 - C. The City shall promptly notify the Agency of all direct payments. When possible, the City shall send the direct payment, if check or money order, directly to the Agency to post. When the direct payment is cash, the City shall notify the Agency, who will deduct its commission due from the next check (collection statement will reflect this) to the City.
 - D. The City reserves the right to assign accounts to additional agencies as stated in RFP #4517-19.
10. PAYMENT. The Agency shall remit all required funds no later than the closest working day to the 10th of each month. These funds shall be delivered with a trust statement stating the commission split. Also, the Agency agrees that any payments not postmarked by the closest working day to the 10th of each month may be subject to a three percent (3%) late payment fee, or any payments not postmarked by the 20th will be subject to a ten percent (10%) late payment fee of the commissions due.

The Agency agrees that if a payment is made by check which is subsequently returned for insufficient funds, the returned check amount will become a debt of the Agency. The Agency shall not reverse the percentage paid to the City. The City shall run a negative payment trust for the Agency of any payments that are backed out and the City will bill the Agency at the end of each month for any money owed the City as a result of a NSF check.

11. INDEMNIFICATION AND RELATIONSHIP OF PARTIES. The Agency is an independent collection agency, licensed and bonded in the State of Washington, and is solely responsible for employment, acts and omissions, control, and direction of its employees, subcontractors and agents. The Agency shall indemnify, defend and hold the City harmless from any and all claims, demands or causes of action that may be asserted due to collection activities of the Agency on accounts referred by the City. The City shall indemnify, defend and hold the Agency harmless from any and all claims, demands, or causes of action that may be asserted due to any activities of the City or its employees or agents on accounts referred by the City.
12. COMPENSATION.
- A. Collection Fee. The Agency shall attach a thirty percent (30%) collection fee to the principal balance of the assigned principal balance. No fee shall be charged if no portion of the balance is collected by the agency. All fees shall meet the provisions of RCW 19.16.500.

- C. Interest. Any money received on the account from accrued interest after the assignment or date of referral collected by the Agency shall be paid 50% to the Agency and 50% to the City.
- D. Non-Sufficient Funds (NSF) Charges: The Agency shall collect the face value of the NSF charges. Upon receiving monies, the City will receive one-hundred percent (100%) of the principal amount of the checks.
- 13. WAIVERS AND CONFLICTS OF LAW. No delay or failure of either party in exercising any right shall be considered a waiver of such right or any other right. This agreement shall be construed and enforced in accordance with the laws of the State of Washington.
- 14. 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 Contract 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
- 15. MODIFICATION. No modification of this agreement shall be valid unless made in writing and signed by both parties.
- 16. NOTICES. All notices required under this agreement shall be directed to:

City of Spokane
 Corin Morse,
 Utilities Billing and Collections Manager

Valley Empire Collection
 Troy Peterson, President

City Hall
 808 West Spokane Falls Blvd.

8817 E Mission Ave. Ste. 101
 Spokane Valley, WA 99212

Spokane, Washington 99201

- 17. INSURANCE. During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:
 - A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their

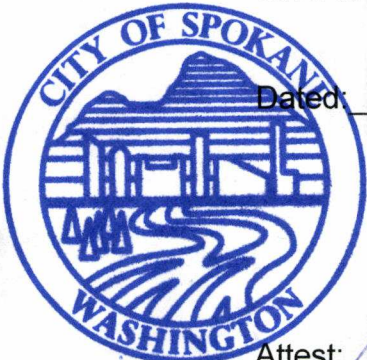
subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;

- 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 contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's services to be provided under the contract; 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 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 the Agency or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 18. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the Agency without first having obtained a valid annual business registration. The Agency 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 Agency 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.



Dated: 7/23/19

CITY OF SPOKANE

By: [Signature]
Title: Utilities Billing & Collections Mgr.

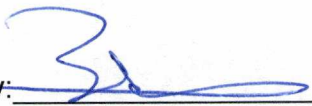
Attest: [Signature]
City Clerk
Acting LAURIE FARNSWORTH

Dated: 07/15/2019

Valley Empire Collections

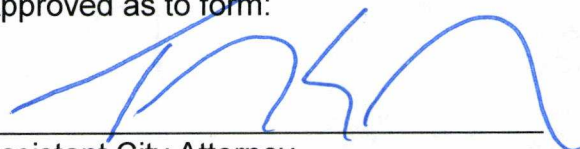
(troy@debtintocash.com)

E-mail address if available: Troy

By: 

Title: PRESIDENT

Approved as to form:



Assistant City Attorney

15-405



PETEENT-01

ABAKKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 501 S. Bernard Street Spokane, WA 99204-2508	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073 E-MAIL ADDRESS: nowspkinfo@hubinternational.com
INSURED Peterson Enterprises DBA Valley Empire Collections PO Box 141248 Spokane, WA 99214	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Western National Mutual Insurance Company 15377
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

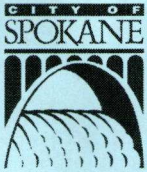
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPP110646504	11/19/2018	11/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP110519804	11/19/2018	11/19/2019	\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB101739009	11/19/2018	11/19/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 8817 E Mission Ave
8817 E Mission Ave, LLC (Owner) and Kiemle & Hagood Company (Agent) are Additional Insureds with regards to the Named Insured's occupancy at the above mentioned location per attached form CG2011 0413.

CERTIFICATE HOLDER 8817 Mission Ave, LLC Kiemle & Hagood Company 601 W Main Avenue, Suite 400 Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Alia Bakke</i>
--	---



City of Spokane

Minor Contract Summary

RECEIVED

AUG 16 2019

CITY CLERK'S OFFICE

OPR # 2019-0654
Cross Ref _____
Destruct Date 1-1-2029
Clerk's Dist. 9-110-2019

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Utilities Billing
Department Project # 5200

New Contract
CR # _____
Date: 7/19/2019

Contractor/Consultant

Name: BC Services, Inc.
Address: 550 Disc Drive
City, State, Zip: Longmont, CO 80503

Remittance Address: Same
City, State, Zip: _____

Summary of Services

Collection assignments for non-muni court past due accounts for various City departments.

Amount: \$ 0.00
Amount: \$ 0.00
Maximum Amount: \$ 0.00
Beginning Date: 08/01/2019

Budget Code: N/A
Budget Code: N/A
Expiration Date: 07/31/2022 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Corin Morse, Utilities Billing and Collections Manager
Funds are available in the appropriate budget account

Accountant	Signature _____	Date _____
Department Head	Signature <u>Corin Morse</u> <small>Digitally signed by Corin Morse Date: 2019.07.23 17:45:55 -07'00'</small>	Date <u>07/19/2019</u>
Other	Signature _____	Date _____
Grants Mgt. (if applicable)	Signature _____	Date _____

Distribution List

Contractor E-mail: <u>aaron.ferlin@bcservice.com</u>	Andrew Duffey, Accounting
Dept. Contact E-mail: <u>cmorse@spokanecity.org</u>	Taxes and Licenses
_____	_____
_____	_____

COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is between the CITY, OF SPOKANE, a Washington State municipal corporation, as "City," and BC Services Collection Agency, whose address is 550 Disc Drive Longmont, CO 80503, as "Agency."

The parties agree as follows:

1. DESCRIPTION OF WORK. The Agency shall provide COLLECTION AGENCY SERVICES, in accordance with the Agency's proposal dated April 22, 2019.
2. CONTRACT DOCUMENTS. This contract, the City's Request for Proposals and the Agency's proposal to the Request for Proposals constitute the contract documents.
3. ASSIGNMENT. The City hereby assigns to the Agency and the Agency hereby agrees to accept various overdue accounts for collection effort. The types and amounts shall be at the City's sole discretion.
4. CONTRACT TERM. The agreement shall begin on August 1, 2019, and continue in force through July 31, 2022, unless terminated sooner. The agreement may be extended for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years
5. COLLECTION PRACTICES.
 - A. The Agency shall actively pursue collection of the City's accounts through proper and lawful means without regard to the amount of the account.
 - B. The Agency shall not, under any circumstance, use threats, intimidation or harassment of debtors in the collection of accounts or violate any guidelines of the Fair Debt Collection Practices Act.
 - C. In its performance of this agreement, the Agency shall comply with all applicable federal, state and local laws, regulations and executive orders that are incorporated by reference into this agreement.
 - D. Before initiating any legal action, the Agency shall make written request to the City, and receive in return, written permission from the City's Utilities Billing and Collections Manager.
 - E. Before accepting any compromise settlements, the Agency shall make written request to the City by e-mail, facsimile, or written form, and receive in return, written

permission from the City's Chief Financial Officer.

- F. The Agency shall not, under any circumstance, charge or attempt to collect any additional sum over and beyond the original amount of the referred account plus statutory interest and fees without the express written consent of the City.
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8. RECORD INSPECTION. The Agency shall maintain for all accounts, ledger records which reflect the original balance, additional charges, and collections and the City shall have the right to inspect such records.

9. OBLIGATIONS OF THE CITY.

- A. The City agrees to provide the Agency with the most recent itemized billing statements or invoices showing the original charges, interest, any credits or adjustments, date(s) of service, payments, collection fees assessed by the City and unpaid balances. The City further agrees to provide testimony in court as may be

necessary.

- B. Prior to assignment, the City agrees to provide each debtor with the appropriate written notice set forth in R.C.W. 19.16.500 and will provide the Agency with a copy of the notice upon request.
 - C. The City shall promptly notify the Agency of all direct payments. When possible, the City shall send the direct payment, if check or money order, directly to the Agency to post. When the direct payment is cash, the City shall notify the Agency, who will deduct its commission due from the next check (collection statement will reflect this) to the City.
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12. COMPENSATION.
- A. Collection Fee. The Agency shall attach a twenty-five percent (25%) collection fee to the principal balance of the assigned principal balance. No fee shall be charged if no portion of the balance is collected by the agency. All fees shall meet the provisions of RCW 19.16.500.

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- 15. MODIFICATION. No modification of this agreement shall be valid unless made in writing and signed by both parties.
- 16. NOTICES. All notices required under this agreement shall be directed to:

<u>City of Spokane</u> Corin Morse, Utilities Billing and Collections Manager City Hall 808 West Spokane Falls Blvd. Spokane, Washington 99201	<u>BC Services, Inc.</u> John Boettcher, Owner 550 Disc Drive. Longmont, CO 80503
---	--

- 17. INSURANCE. During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:
 - A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their

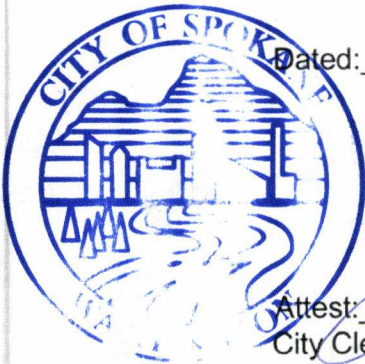
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Dated: 7/23/19

CITY OF SPOKANE


By: [Signature]
Title: Utilities Billing & Collections Manager

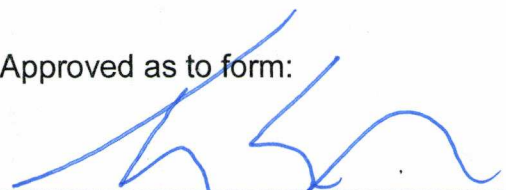
Attest: [Signature]
City Clerk

Acting Laurie Farnsworth

Dated: 7/17/2019

BC Services, Inc.

By: 
Title: Exec VP

Approved as to form:

Assistant City Attorney

15-405



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TrueNorth Companies, L.C. 275 S Main Street, Suite 100 Longmont CO 80501	CONTACT NAME: RM Longmont	
	PHONE (A/C, No, Ext): 303-776-5122	FAX (A/C, No): 303-776-5495
E-MAIL ADDRESS: longmontsm@truenorthcompanies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : West American Insurance Company		44393
INSURER B : Ohio Security Insurance Company		24082
INSURER C : The Ohio Casualty Insurance Company		24074
INSURER D : Pinnacol Assurance		41190
INSURER E :		
INSURER F :		

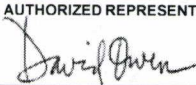
COVERAGES **CERTIFICATE NUMBER:** 541502789 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKW57687740	3/24/2019	3/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAS57687740	3/24/2019	3/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO57687740	3/24/2019	3/24/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	516892	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

16 - ARPA SBO - IT/AV Upgrades & Children Fire Safety

Boston, Matthew

Additional funding needed for fire safety house transportation vehicle and briefing center/chambers upgrades.

| For Decision

Attachments

[Briefing Paper Template 2023 \(1\) \(1\).docx](#)

[Tranche 6 SBO.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	CM Wilkerson & Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	ARPA Allocation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2022 the Administration and Council determined that IT and A/V upgrades were needed within the Council chambers and briefing center in order to enhance accessibility and usability of the spaces. The City's Informational Technology and City Channel 5 teams worked with the provided to determine the appropriate needs.</p> <p>In 2022 the Council approved the funding for a children's fire safety house using ARPA funding. Before funding the transportation vehicle of the fire house, Council requested that SFD look for donor or a vehicle to be repurposed within the existing fleet. Those efforts were unsuccessful and therefore, this is the funding portion of the transportation needed.</p>
Proposed Council Action	Approve 7/31
Fiscal Impact	<p>Total Cost: <u>\$350,000</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act</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 (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Enhanced accessibility to meetings and enhanced fire safety.	
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? No data will be collected on these disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Effectiveness of IT and A/V was determined prior to by SMC and effectiveness of education will be evaluated by SFD	

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?

These proposals do not impact the above policies.

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 to the various funds of the City of Spokane government for the fiscal 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 American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$350,000 funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
 - A) Of the increased appropriation, \$250,000 is provided for the purpose of providing funding to update the Audio/Visual technologies of the Spokane City Council Briefing Chambers and Council Chambers to enhance accessibility to the public.
 - B) Of the increased appropriation, \$100,000 is provided for capital expenditures for the transportation of the City owned firehouse.

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 provide appropriation authority for funding critical service and accessibilities to the community, 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

17 - Assistance to Non-Profit ARPA Awards Round 2

Stanton, Caleb

Attachments

[Briefing Paper- Not-For-Profit Awards Round 2v3.pdf](#)

[2023-cultural-incentive-grant-nofa.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 Round 2
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. This was split into 2 rounds. Round 1 closed on December 21, 2022 and a total of \$2,322,519.92 was awarded and \$2,315,960.64 was successfully paid to 56 local not-for profits. Round 2 closed on May 19, 2023 and conditionally awarded 82 organizations in the community. Of the 82 organizations awarded 35 were scored/ranked and awarded above the \$45,000 base award amount, 24 of those scored/ranked received funds in round 1 and were scored accordingly. The ARPA team would like to finalize the recommendations for these awards to receive funding as listed.
Proposed Council Action	Approve award recommendations
Fiscal Impact	
Total Cost: <u>\$2,684,039.36</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.	

ARPA Assistance to Nonprofits Round 2 Awards

#	Organization	Round 2 Award	Round 1 Award	Total
1	The Way to Justice	\$ 65,000.00		\$ 65,000.00
2	Carl Maxey Center	\$ 65,000.00		\$ 65,000.00
3	Latinos En Spokane	\$ 65,000.00		\$ 65,000.00
4	Side by Side	\$ 65,000.00		\$ 65,000.00
5	Northeast Youth Center	\$ 65,000.00		\$ 65,000.00
6	Women Helping Women Fund	\$ 57,500.00		\$ 57,500.00
7	Northeast Youth Aand Family Services	\$ 57,500.00		\$ 57,500.00
8	Spokane Alliance	\$ 57,500.00		\$ 57,500.00
9	Blue Prints for Learning	\$ 50,000.00		\$ 50,000.00
10	Liberty Park Community Development Center	\$ 50,000.00		\$ 50,000.00
11	PACIFIC KEEP CHURCH	\$ 45,000.00		\$ 45,000.00
12	The Vintage Faith Community	\$ 45,000.00		\$ 45,000.00
13	Spokane Fatherhood Initiative	\$ 45,000.00		\$ 45,000.00
14	The Big Table	\$ 45,000.00		\$ 45,000.00
15	Spokane Area Children's Chorus	\$ 45,000.00		\$ 45,000.00
16	University District Development Association	\$ 45,000.00		\$ 45,000.00
17	Peace & Justice Action League of Spokane	\$ 45,000.00		\$ 45,000.00
18	First Presbyterian Christian School	\$ 45,000.00		\$ 45,000.00
19	The Lands Council	\$ 45,000.00		\$ 45,000.00
20	Slingshot	\$ 45,000.00		\$ 45,000.00
21	The City Gate	\$ 45,000.00		\$ 45,000.00
22	SpokAnimal C.A.R.E.	\$ 45,000.00		\$ 45,000.00
23	Ferris High School PTG	\$ 45,000.00		\$ 45,000.00
24	Emmaus Spokane	\$ 45,000.00		\$ 45,000.00
25	Spokane Immigrant Rights Coalition	\$ 45,000.00		\$ 45,000.00
26	St. Charles Catholic School	\$ 45,000.00		\$ 45,000.00
27	Spokane Regional Domestic Violence Coalition	\$ 45,000.00		\$ 45,000.00
28	Refugee and Immigrant Connections Spokane	\$ 45,000.00		\$ 45,000.00
29	St. Joseph Catholic Parish	\$ 45,000.00		\$ 45,000.00
30	Inland Northwest Farmers Market Association	\$ 45,000.00		\$ 45,000.00
31	Spokane Parks Foundation	\$ 45,000.00		\$ 45,000.00
32	River City Youth Ops	\$ 45,000.00		\$ 45,000.00
33	Beautiful Savior Lutheran Church of Spokane Washington	\$ 45,000.00		\$ 45,000.00
34	PILGRIM SLAVIC BAPTIST CHURCH	\$ 45,000.00		\$ 45,000.00
35	Lumen Early Learning Center	\$ 45,000.00		\$ 45,000.00
36	Saint Paul's United Methodist Church	\$ 45,000.00		\$ 45,000.00
37	Odyssey Youth Center	\$ 45,000.00		\$ 45,000.00
38	GUSE SUMMIT VIEW	\$ 45,000.00		\$ 45,000.00
39	Freedom Project East	\$ 45,000.00		\$ 45,000.00
40	Spokane Lilac Festival Association	\$ 45,000.00		\$ 45,000.00
41	Calvary Karen Baptist Church	\$ 45,000.00		\$ 45,000.00
42	New Developed Nations	\$ 43,500.00		\$ 43,500.00
43	Spokane Independent Metro Business Alliance	\$ 41,581.02		\$ 41,581.02
44	Spokane Print and Publishing Center	\$ 41,180.21		\$ 41,180.21

#	Organization	Round 2 Award	Round 1 Award	Total
45	Liberty Park United Methodist Church	\$ 39,588.15		\$ 39,588.15
46	Spokane Edible Tree Project	\$ 38,950.07		\$ 38,950.07
47	Operation Healthy Family	\$ 38,242.92		\$ 38,242.92
48	Spokane Chinese Association	\$ 36,664.00		\$ 36,664.00
49	Inspirations Dance Studio	\$ 30,188.57		\$ 30,188.57
50	Thin Air Community Radio	\$ 30,000.00		\$ 30,000.00
51	Her Harbor	\$ 29,370.18		\$ 29,370.18
52	INBA	\$ 21,082.14		\$ 21,082.14
53	Compassionate Addiction Treatment*	\$ 20,000.00	\$ 45,000.00	\$ 65,000.00
54	Women's & Children's Free Resturant (WCFR)*	\$ 20,000.00	\$ 45,000.00	\$ 65,000.00
55	Mujeres in Action*	\$ 20,000.00	\$ 45,000.00	\$ 65,000.00
56	Hispanic Business Professional Association (HBPA)*	\$ 20,000.00	\$ 45,000.00	\$ 65,000.00
57	NAACP Empowerment Programs	\$ 16,844.68		\$ 16,844.68
58	Jewels Helping Hands*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
59	Feast Collective*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
60	Terrain*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
61	Health and Justice Recovery Alliance*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
62	Family Promise of Spokane*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
63	American Indian Community Center*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
64	The Shades of Motherhood Network*	\$ 12,500.00	\$ 25,821.72	\$ 38,321.72
65	Global Neighborhood*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
66	Cancer Can't*	\$ 12,500.00	\$ 45,000.00	\$ 57,500.00
67	Filipino-American Association of the Inland Empire	\$ 10,728.59		\$ 10,728.59
68	Silver Spurs Youth Folk Dancers	\$ 10,141.00		\$ 10,141.00
69	R.I.S.E. Northwest	\$ 10,124.00		\$ 10,124.00
70	Muslims for Community Action and Support	\$ 5,253.83		\$ 5,253.83
71	MHA SpeakOut SpeakUp*	\$ 5,000.00	\$ 36,194.07	\$ 41,194.07
72	If You Could Save Just One*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
73	Spokane Eastside Reunion Association*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
74	Spark Central*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
75	Raze Development*	\$ 5,000.00	\$ 41,106.00	\$ 46,106.00
76	APIC Spokane*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
77	Spectrum*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
78	Manzanita House*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
79	Fulcrum Institute Dispute Resolution Clinic*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
80	Girls on the Run of Spokane County*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
81	Tenants Union of Washington State*	\$ 5,000.00	\$ 45,000.00	\$ 50,000.00
82	Jafaria Community	\$ 600.00		\$ 600.00
		\$ 2,684,039.36		

*Denotes organizations also awarded in Round 1

Round 2 Awards
\$ 2,684,039.36



CITY OF SPOKANE –
 Accounting/Grants
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
accountinggrantsadmin@spokanecity.org

2023 CULTURAL INCENTIVE GRANT GUIDELINES

<p><u>NOFA TITLE:</u> Organizations to distribute ARPA funds for Cultural Events.</p> <p><u>NOFA Coordinator:</u> Vlad Lukin, ARPA Coordinator</p>	<p><u>Proposal Submittals:</u></p> <p>All proposals shall be submitted electronically through the City of Spokane Neighborly portal before the due date and time.</p>
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1.0 GENERAL INFORMATION

1.1 PURPOSE

The City of Spokane, through funding provided for by American Rescue Plan Act (ARPA), has established a Cultural Event Incentive Grant in order to:

- Expand access for all city residents to a wide range of cultural experience in the form of community festivals, parades and celebrations.
- Support the resilience and sustainability of City of Spokane Events and Festivals producing organizations;
- Enhance City of Spokane’s overall cultural environment
- Support City of Spokane’s economic vitality; and,
- Increase the City’s visibility and reputation as a desirable destination for visitors.

This grant opportunity is intended for the 2023 calendar year. This Grant supports all events between January 1st, 2023 to December 31st, 2023, and even events that have taken place before this application are eligible. Grant awards are made through a competitive application and review process. Applications must be submitted electronically through the City’s [Neighborly](#) software.

1.2 COMMUNICATION

All communication between the Applicant and the City shall be submitted by e-mail accountinggrantsadmin@spokanecity.org. Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all Applicants have access to the information. It is the responsibility of Applicants to check the City of Spokane’s website for this information.

1.3 EQUITY STATEMENT

The City of Spokane is committed to equitably and effectively utilizing ARPA resources to help our community bounce back as soon as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.

1.4 GRANT

Grant awards are intended to serve a partial support for events. Grants will be awarded for 75% of the events total cost. Due to availability of funds, grant awards may be less. Approximate funds available for this 2023 grant opportunity is \$531,000. Additional grant opportunities may be released if additional funding becomes available.

Grants requests:

- The award amount must be a minimum of \$3,750 which means that an event must have expenses of at least \$5,000 to be eligible. See funding restrictions in Section 3.0.
- The maximum award for the Cultural Event Incentive Grant is \$25,000, which equates to an event minimum cost of \$33,333.
- Grant awards are generally paid on a reimbursement basis. However, grantees who meet the following criteria may be eligible for advance payments not to exceed 25% of their

projected budget award. Grantees who receive advance payments are required to substantiate use of funds for eligible expenses.

- The 25% advance payment must be accompanied by an invoice and followed up with proof of payment within 14 days. Verification of fund use is required before additional funds are provided on a reimbursement basis.

1.5 FUNDING

This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. See ARPA Terms and Conditions attached to this NOFA and will be certified to in the application process. Submitting an application indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027.

1.6 ELIGIBILITY

To be eligible for the Cultural Event Incentive Grant funding, the applicant must:

- Apply as a nonprofit organization with a provided determination letter.
 - If fiscally sponsored: Letter from fiscal Sponsor agreeing to serve as fiscal sponsor for this event.
- Organization must not have been debarred from receiving federal funds in the last 5 years.
- Organization's event must not be conducted primarily as a fundraiser;
- Event must not convey a religious message or advocate a political position;
- Event is held in the 2023 calendar year and must be within the City Limits of Spokane. See: [Spokane City Limits](#)
- Access to the event must be free and open to the general public. Registration fees are permitted so long as such fee does not prohibit the general public from spectating or participating in some portions of the event; and,
- The applying organization, upon award funding and based on grant project, may be required to show City business license or valid exemption.
 - Note: City of Spokane may require general liability insurance for special events permits at the time of the permitting process.
(<https://my.spokanecity.org/account/permits/>)
- Organizations, as applicable, must have fulfilled requirements of current and previous grants administered by the City of Spokane.
- Must submit a City provided Post Event evaluation form no later than 90 days after the completion of the event.
- Must submit proof of payment for all expenses to substantiate this grant request upon completion of the event (e.g., receipts, cancelled checks, and invoices which indicate verification of payments).

1.7 ADDENDA

It is the responsibility of Applicants to check the City of Spokane's website for Addenda or other additional information that may be posted regarding this Notice of Funding Availability.

However, the City of Spokane will provide any addenda to organizations who request addenda. The city will not provide individual notice of changes; and applicants are responsible for regularly checking the City of Spokane’s website for answers to questions, process updates, clarifications, or amendments. The City will not pay for any cost organizations may incur while they are preparing their application, providing information requested by the City, or participating in the selection process.

2.0 APPLICATION PROCESS

Applications are event based and applicants may submit an individual application for each event they wish to propose. A final report on the event activities and budget will be required no later than 90 days after the event for 2023.

2.1 APPLICATION CHECKLIST

Applications shall be clear and concise. Submit all Application checklist items as follows:

- Event Budget (revenue and expenses)
- Nonprofit determination letter from the Internal Revenue Service
- UEI number generated by SAM.gov
- List of other Federal Grant and Relief Funds Received

2.2 ESTIMATED TIMELINE

Date	Process Step
March 27, 2023	Notice of Funding Availability
April 12, 2023	Neighborly Software Workshop/Pre-Application Workshop
May 3, 2023	Last Day to Submit Questions
May 24, 2023	Application Closes
June 14, 2023	Evaluation period
June 30, 2023	Award Notice

2.3 APPLICATION ASSISTANCE

All interested organizations are encouraged to attend an optional Application Workshop. The workshop will review the guidelines including the submission process, application checklist and evaluation criteria. The Application Workshop is scheduled as follows:

Looff Carrousel

507 N Howard St, Spokane WA, 99201

Wednesday April 12, 1-3PM

To attend virtually email address below and a virtual link will be sent to you.

The Application Workshop RSVP, may be directed to Vlad Lukin, accountinggrantsadmin@spokanecity.org.

2.4 SUBMISSION OF APPLICATIONS

Application must be received no later than 5:00 pm on the designated deadline. Late or incomplete applications will not be considered.

Applications must be submitted electronically using the City of Spokane's grant software system, [Neighborly](#). Hard paper, e-mailed, or faxed applications will not be accepted.

Applicants must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Register email address
2. Verify email address
3. Log in
4. Select Notice of Funding Available
5. Fill out required application and supply required documents
6. Certify application
7. Submit Application.

*Once an application is submitted it is final, no revisions or edits can be made.

2.5 ADMINISTRATION OF GRANT

- Partial or incomplete grant applications will be deemed nonresponsive and will not be considered.
- Show proof of payment for your full budget amount and if there is an upfront payment that needs to be paid such as invoice for Venue rental, Audio/Visual Costs, etc. All advance invoices will be processed to a maximum of 25% of the award, and proof of payment must be provided within 14 days.
- Grantees must submit a final report for the event on a city provided form (to include a post event evaluation, attendance, and final budget with applicable receipts) no later than 90 days after the event is held. A completed contract and receipt of all documentation is required before reimbursement funding is given.
- City will only reimburse up to 75% of the amount shown on eligible receipts. These receipts must show proof of payment. (Example: Invoice must be marked paid or the expense must be accompanied with check or proof of payment)
- City of Spokane Parks and Recreation Division will defer payment of fees, for events held within these facilities until after grant is reimbursed from City.
- Grantee must obtain prior written approval from the City of Spokane when the scope or objective of the program changes, a budget revision is desired, or the grantee has been subject to conditional approvals due to compliance issues.

If upfront grant award money is not spent as proposed by the date proposed, then all money must be returned to the City of Spokane. If receipts for reimbursement do not show payment, then no money will be received.

3.0 RESTRICTIONS

Grant funds must be used for event-related expenses only. **Funding Requests are INELIGIBLE for the following:**

- Any capital equipment purchase.
 - E.g.: Computer, Fridges, Vehicles, etc. (Single use items, not to be depreciated only)
- Programs in facilities that are not ADA compliant.
- Trusts, endowment funds, re-granting, investments, or prize money;
- Profit-making organizations, ventures, or replacement of deficit funds including administrative costs or other organizational costs unrelated to the production of the event;
- Fundraising or arts services for events in which fundraising is the primary purpose;
- Programs or services intended for private use, or for use by restricted membership;
- Travel, hospitality, food and alcohol costs; and restrictive substances;
- Purchase of tickets and/or scholarships for an event/program produced by the applicant.
- Award of grant does not commit private venues or City of Spokane facilities (ex. Library, Riverfront Park) to hosting the event. Grantees must coordinate separately with the event venue prior to submitting proposal to confirm availability and their venue requirements.

4.0 EVALUATION CRITERIA & RATING SYSTEM

4.1 EVALUATION CRITERIA WITH WEIGHTS

All complete grant applications will be evaluated by a Review Panel using the following weighted criteria. This criterion is provided so that applicants may have an idea of how the panel will approach each criterion. The key elements represent the most apparent and significant aspects of each criterion. Their inclusion does not preclude consideration of other issues that the panel believes are relevant and appropriate to each criterion.

Event narrative & cultural, historical and/or neighborhood significance.....40 points

- Clarity of the event’s nature, structure and vision (its direction, planned improvements, growth, etc.) and how well the event relates to the applicant’s mission, purpose and goals.
- How well does the event components demonstrate cultural relevance and/or enhances the cultural vitality of Spokane and its residents.
- Efforts undertaken by organizer to foster inclusion of diverse communities as participants, in program planning and implementation of the event.

Communications (marketing and outreach) and attendance 20 points

- Effectiveness at: 1) expanding access of all Spokane residents to the event; focus on communities of color and those historically impacted by inequities 2) building better community understanding of the event; and 3) conducting outreach through public awareness campaigns (social media, press releases, flyers, posters, newspaper ads, speakers’ bureaus, etc.).

- Ability to reinforce and promote Spokane’s positive image through effective promotions, marketing and outreach.
- Demonstrated consistent attendance and/or growth and the reliability of the methodology to track attendance.

Financial and budgetary capabilities/leveraging of City funding 20 points

- Ability to produce a profitable or break-even event measured on a cash basis.
- Extent of diversified financial support and in-kind contributions and/or volunteer resources used to leverage the City’s grant funding.

Ability to produce a well-planned and safe event10 points

- Experience in producing and promoting well-planned and safe events.
- Depth of managerial and organizational capacity.

Community and Economic impact10 points

- Identifies positive economic impact for the community.

4.2 RATING SYSTEM

When evaluating each criterion, panelist will use the following scale, which is then translated to the appropriate weight for each criterion.

Category	Points Earned	Total Points Available
Event narrative & cultural, historical and/or neighborhood significance		40 Points
Communications (marketing and outreach) and attendance		20 Points
Financial and budgetary capabilities/leveraging of City funding		20 Points
Ability to produce a well-planned and safe event		10 Points
Community and Economic impact		10 Points
Total Points		100 Points

Applications will be scored and ranked by the criteria stated above. Points awarded by each panelist for each of the funding criteria are weighted appropriately and added together for a final application score. The total of all panelists’ scores for each application is the application’s overall score.

Funding consideration will be given in order of ranking of the overall score. Not all applications will be funded, and final funding may be less depending on funds available.

4.3 AWARD/REJECTION OF APPLICATION

This NOFA does not obligate the City to grant an award. Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

Failure to comply with any part of the NOFA may result in rejection of Application as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all applications received without penalty, and to not issue a contract from this NOFA. More than one contract may or may not be awarded. Award when and if made, will be contingent upon available funding.

5.0 APPEALS

An organization may file an appeal of the Review Panel’s recommendation only if it is based on one or more of the following circumstances:

- A Review Panelist substantially deviated from the published grant review policies and procedures or there were ambiguities or mistakes in the application materials that were significantly more detrimental to the applicant than to other applicants.
- Required application materials that were submitted by the deadline were omitted from the materials the Review Panel considered during the review process; or
- A member of the Review Panel did not recuse her/himself even though s/he had a conflict of interest which should have resulted in the panelist’s recusal from evaluating the application or participating in a discussion regarding the applicant.

Appeals will not be considered based on:

- Correcting applicant errors and omissions in the application or review process;
- Disagreements about the merits of the application relative to others the Review Panel considered; or
- Events and/or organizational developments that occurred after the Review Panel meeting.

Applicants must submit their appeals to City Grant staff within one week after Review Panel results have been sent. Staff, in consultation with the City Attorney’s Office, will determine whether the grounds for appeal meet one of the criteria for filing appeals described above, and if so, a special Appeals Panel will be convened. For the Appeals Panel to uphold the appeal, the applicant must substantiate that 1) one of the eligible circumstances for appeal occurred and 2) this circumstance negatively affected the grant recommendation for the appellant.

5.1 ACKNOWLEDGING CITY SUPPORT

Grant recipients may acknowledge the City’s financial support in all appropriate materials and media. The Acknowledgement should read, “Supported in part by a grant from the City of Spokane” or similar language. Grantees may display the City’s logo whenever other sponsor logos are displayed, and in accordance with City logo use guidelines.

6.0 CONTRACT TERMS

6.1 ASSIGNMENT

Agency shall not assign, transfer, or subcontract its interest, in whole or in part, without the written consent of the authorizing official for the City of Spokane.

6.2 LIABILITY

The applicant will be considered an independent contractor and the Agency, its officers, employees, agents, or subcontractors shall not be employees or agents of the City. The Agency shall defend, indemnify, and hold harmless the City from all loss, liability, damage, death or injury to any person or property arising from the performance or omission of the Agency, its agents or employees, arising directly or indirectly, as a consequence of this contract.

6.3 INTERNAL AUDITING CONTROL

The grantee shall establish and maintain a system of internal accounting control which compiles with applicable generally accepted accounting principles and governmental accounting and financial reporting standards. The City has the right to supervise and audit the finances of the Agency to ensure that actual expenditures remain consistent with the spirit and intent of any contract resulting from this application process. The City of Spokane and/or its funding agencies and auditors may inspect and audit all records and other materials and the Agency shall make such available upon request.

7.0 GRANT REQUIREMENTS

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or H.R 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms and Conditions accompanying this NOFA.

8.0 NOFA ATTACHMENTS

Notice of Funding – Terms and Conditions.

8.1 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

8.2 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing

this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.

8.3 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Business or the Business’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work made for hire” as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Business uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Business and is not “work made for hire” within the terms of this Agreement.

8.4 REVISIONS TO THE NOFA

In the event it becomes necessary to revise any part of this NOFA or provide any other pertinent information, it shall be posted to the City of Spokane’s website. The City also reserves the right to cancel or reissue the NOFA in whole or in part, prior to final award of a contract.

8.5 ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

8.6 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this NOFA, in conduct of a presentation, or any other activities related to responding to this NOFA.

8.7 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm’s Proposal. Debriefing conferences may be conducted in person or on the telephone.

8.8 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

8.9 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 Contract 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. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

8.10 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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.

8.11 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

8.12 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 contract shall have or acquire any interest in the contract, 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 the contract.

8.13 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

8.14 TERMINATION

For Cause: The City or Grantee may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Grantee's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by

the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

8.15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

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

18 - Executive Session

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

19 - Adjournment

20 - Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on Month XX, 202X.