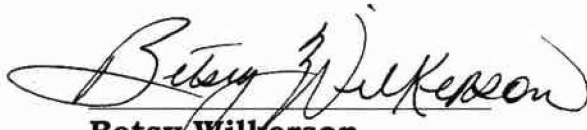


**SPECIAL MEETING NOTICE/AGENDA OF THE  
FINANCE & ADMINISTRATION COMMITTEE  
MEETING OF MONDAY, JANUARY 22, 2024  
1:15 P.M. – CITY COUNCIL CHAMBERS**

A special meeting of the Finance & Administration Committee will be held at **1:15 P.M. on Monday, January 22, 2024**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. No public testimony will be taken.

**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 Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mhowmaster@spokanecity.org](mailto:mhowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

  
**Betsy Wilkerson**  
**Council President**

  
**Terri L. Pfister**  
**Spokane City Clerk**

# **THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE**



## **AGENDA FOR 1:15 P.M. MONDAY, JANUARY 22, 2024**

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM January 22, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2482 433 6563; 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 4<sup>th</sup> 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**

- . **Call To Order**
- . **Approval of Minutes from January 22, 2024**
  - . November 20, 2023 F&A MEETING MINUTES - (minutes)
- . **Discussion Items**
  1. 0320 - RESOLUTION APPOINTING MATT BOSTON AS CHIEF FINANCIAL OFFICER - MAYOR BROWN (5 minutes)
  2. SBO FOR THE ESTABLISHMENT OF THE POSITION OF DEPUTY CITY ADMINISTRATOR - MATT BOSTON (10 minutes)
  3. 0320 - RESOLUTION APPOINTING COUNCIL MEMBER FOR DISTRICT 2, POSITION 2 - GIACOBBE BYRD (5 minutes)
  4. RESOLUTION RATIFYING MAYOR'S EMERGENCY DECLARATION DATED JANUARY 11, 2024 - DAWN KINDER (5 minutes)
  5. 1200 - FORECLOSURE PROPERTY REGISTRY PROGRAM – CONSULTANT CONTRACT - JASON RUFFING (5 minutes)
  6. 5900 FACILITIES POLICE ACADEMY EXPANSION - A&E DESIGN CONTRACT - DAVE STEELE (5 minutes)
  7. 5600 - ACCOUNTING - EPA CHANGE GRANT - MICHELLE MURRAY (5 minutes)
  8. 0410 - FINANCE - SBO-ANNUAL ENCUMBRANCE CARRYOVER - JESSICA STRATTON (10 minutes)
  9. 0500-LEGAL - BUSINESS REGISTRATION PUBLIC RULE RESOLUTION - ELIZABETH SCHOEDEL (5 minutes)
  10. 0320 - RESOLUTION SUPPORTING MEASURE NO. 2 - ZACK ZAPPONE (10 minutes)
  11. 1680- HOMELESS, HOUSING, OPERATIONS, & SERVICES (HHOS) FUNDING ALLOCATION - Adam Schooley (0 minutes)
- . **Consent Items**
  1. 0410-TREASURY- Q4 2023 INVESTMENT REPORT (FINANCE, TREASURY & ADMIN)
  2. 5300 NAME CHANGE TO ORDINANCE SMC SECTION 3.01A.340 (INNOVATION & TECHNOLOGY SERVICES)

3. 5300 SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP) (INNOVATION & TECHNOLOGY SERVICES)
4. 0650 - PERMANENTLY AFFORDABLE HOUSING IN WEST CENTRAL (PLANNING & ECONOMIC DEVELOPMENT)
5. 5600-ACCOUNTING & GRANTS-YOUTH BEHAVIOR HEALTH AWARD TO THE NATIVE PROJECT (ACCOUNTING)
6. 5800 SETTLEMENT RESOLUTION (CITY ATTORNEY)
7. 5800 SETTLEMENT RESOLUTION (CITY ATTORNEY)
8. 0550- EAST CENTRAL COMMUNITY CENTER ROOF RESTORATION CONTRACT WITH KRUEGER (NEIGHBORHOOD SERVICES)
9. 0680-WASPC BEHAVIORAL HEALTH UNIT GRANT AWARD ACCEPTANCE (POLICE)
10. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
11. 1680- ECCOVIA, INC, HOMELESS MANAGEMENT INFORMATION SYSTEM SOFTWARE (HOUSING & HUMAN SERVICES)
12. 0560-MUNICIPAL COURT-SBO AWARD FROM SMITH-BARBIERI PROGRESSIVE FUND (MUNICIPAL COURT)

. **Executive Session**

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

. **Adjournment**

. **Next Meeting**

**Next Finance & Administration Committee**

The next meeting will be held at the regular date and time of **1:15 PM. February 26, 2024.**

**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](mailto: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.



**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance & Administration Committee**  
**20 November, 2023**

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**I. Called to Order: 1:16 PM PST**

Recording of the meeting may be viewed by at <https://vimeo.com/886638765>

**Attendance**

Committee Members Present:

Council President Lori Kinnear, CM Michael Cathcart (Acting Chair), CM Zack Zappone, CM Ryan Oelrich, CM Jonathan Bingle

Staff/Others Present:

Jerrall Haynes, Jessica Stratton, Erin Haugen, Tonya Wallace, Conner Thorne, Michelle Murray, Andrew Chance, Steve MacDonald, Kim McCullom, Dave Steele, Erik Poulsen, Patrick Striker, Giacobbe Byrd, Nicolette Ocheltree, Kelly Thomas, Abbey Martin, Ginny Ramos, Shae Blackwell, Pollyanne Birge, Mark Carlos

**Approval of Minutes:**

- Action Taken Council Member Bingle moved to approve, Council Member Oelrich seconded. Agenda and minutes were approved unanimously.

**Discussion Items**

1. Office of Civil Rights, Equity & Inclusion Report – Jerrall Haynes (10 mins)
  - No Action Taken, Presentation Only
2. 2023 Year-End Budget Adjustment SBOs – Jessica Stratton (15 mins)
  - Action Taken, Council Members Wilkerson & Bingle agreed to sponsor this item to move forward for formal Council Consideration.
3. October 2023 Investment Report – Conner Thorne (5 mins)
  - No Action Taken, Presentation Only
4. Community Center Facility Assessments – NE,WC, MLK – Dave Steele, Michelle Murray (10 mins)
  - No Action Taken, Presentation Only
5. SMC Grants Change – Michelle Murray (5 mins)

- Action taken, Council President Kinnear and Councilwoman Stratton agreed to sponsor this item to move forward for formal Council consideration.
- 6. Waste to Energy Internal SIP Loan – Conner Thorne (10 minutes)
  - Action Taken, Councilman Bingle agreed to sponsor this item to move forward for formal Council consideration.
- 7. Legislative Priorities – Erik Poulsen (10 minutes)
  - No Action Taken, Presentation Only

#### Consent Items

1. Grant Acceptance for Public Defense
2. 2024 Budget Ordinance
3. Settlement of Property Damage Claim
4. Snow & Ice Removal/Landscape Maintenance – Multiple Sites
5. 2024 Temporary Utility Tax Rate Increase
6. Purchase of Day Cab Tractor for WTE
7. Purchase of 2 Wheel Loaders for WTE

Executive session None.

**IV. Adjournment** The meeting adjourned at 2:10 PM PST, next meeting will be on the 19th of February, 2023 at 1:55 PM PST

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

**Approved by:**

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

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	1/22/2024
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Kitty Klitzke
<b>Contact Email &amp; Phone</b>	kklitzke@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CP Wilkerson and CM Klitzke</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion             Time Requested: 5
<b>Agenda Item Name</b>	Council Confirmation of Mayoral Appointee – Chief Financial Officer
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Appointment of Matt Boston as Chief Financial Officer for the City of Spokane.</p> <p>Matt Boston was selected for appointment to the position by Mayor Brown and is being presented for confirmation as the Chief Financial Officer.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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?

## RESOLUTION 2024-0012

A resolution approving the appointment of Matt Boston as the Chief Financial Officer for the City of Spokane.

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

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

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Matt Boston as the Chief Financial Officer for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Matt Boston as the Chief Financial Officer for the City of Spokane.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	1/22/2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Garrett Jones
<b>Contact Email &amp; Phone</b>	<a href="mailto:gjones@spokanecity.org">gjones@spokanecity.org</a> , x5462
<b>Council Sponsor(s)</b>	<u>CP Wilkerson, CM Klitzke</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	SBO for the Establishment of the Position of Deputy City Administrator
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	This SBO creates the Deputy City Administrator position in the Mayor's Office by utilizing salary savings and reallocating funding in the Mayor's Office budget. There is no change in the overall appropriation level in the General Fund.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$163,000</u> Current year cost: \$163,000 Subsequent year(s) cost: \$163,000  <b>Narrative:</b> <u>This SBO creates the Deputy City Administrator position in the Mayor's Office by utilizing Mayor's Office salary savings and reallocating \$125,000 from the Mayor's Office line item: 0520-30101-25600-54261-99999</u>  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reallocation Is this funding source sustainable for future years, months, etc? Next year this position will be incorporated into the 2025 Mayor's Office budget.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (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 C36486\_\_\_\_\_

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General 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 Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one exempt Deputy City Administrator position (from 0 to 1) in the Mayor's Office.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from staffing changes in the Mayor's Office, 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 by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Giacobbe Byrd
<b>Contact Email &amp; Phone</b>	gbyrd@spokanecity.org
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Dillon
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10 minutes
<b>Agenda Item Name</b>	Resolution Appointing Individual to Fill the District 2, Position 2 City Council Vacancy
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>With the election of Betsy Wilkerson to City Council President in the November 2023 general election, her District 2 council seat became vacant as of November 28, 2023.</p> <p>City Charter Section 8 and Council Rules Section 7.1. set forth the process for filling council vacancies. Pursuant to those provisions, the vacancy was advertised, with applications accepted through January 5, 2024 and interviews conducted on January 18, 2024. The Council thereafter met in executive session to discuss the candidates. Council is expected to vote on the final selection on January 22, 2024.</p> <p>The attached resolution leaves blank the name of the individual selected for the appointment. Prior to or on January 22, 2024, a final resolution bearing the name of the selected individual will be substituted in for consideration by the entire council.</p>
<b>Proposed Council Action</b>	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Council Action: <b>January 22, 2024</b>
<b>Fiscal Impact</b> Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Opioid settlement funds  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)     None.	
What impacts would the proposal have on historically excluded communities?  <p><b>The City Council application and interview process is intended to provide maximum opportunity for consideration of individuals from historically excluded communities who are otherwise qualified to serve on the city council under the City Charter.</b></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?

**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?

**The selection of an individual to fill a city council vacancy is set forth in City Charter Section 8 and council rule 7.1. The selection process for the District 2 vacancy complies with that process.**

## RESOLUTION NO. 2024-0010

A Resolution regarding the appointment to fill the vacancy in Spokane City Council District 2, Position 2.

**WHEREAS**, with the election of Council Member Betsy Wilkerson to City Council President, a vacancy exists in Council District 2, Position 2 as of November 28, 2023; and

**WHEREAS**, Section 8 of the City Charter states that "A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council;" and

**WHEREAS**, Section 7.1 of the Council Rules of Procedures provides a process for filling City Council vacancies and sets forth the procedure for announcing the vacancy, accepting applications, and interviewing of candidates by the entire Council in an open public meeting; and

**WHEREAS**, the City Council has taken applications and conducted interviews and is prepared to vote on the selection of a person to fill the vacancy.

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that pursuant to Section 8 of the City Charter and Section 7.1 of the City Council Rules of Procedure, the City Council appoints \_\_\_\_\_ to fill the vacancy in Council District 2, Position 2.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Dawn Kinder
<b>Contact Email &amp; Phone</b>	dkinder@spokanecity.org
<b>Council Sponsor(s)</b>	Wilkerson, Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Resolution ratifying Mayor's Emergency Declaration Dated January 11, 2024
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Mayor issued an emergency declaration on January 11, 2024 in advance of impending extreme cold weather to ensure adequate warming centers and resources were available to protect persons exposed to the weather. The declaration ensures the Mayor and her administration can marshal resources quickly and contract with outside parties on an expedited, emergency basis.</p> <p>Per SMC 2.04, any emergency declaration must be ratified by the City Council. The resolution will be presented at Finance Committee and added to the Council agenda the same day.</p>
<b>Proposed Council Action</b>	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Committee review: Finance January 22, 2024 Council Action: January 22, 2024
<b>Fiscal Impact</b> Total Cost: <u>\$250,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Opioid settlement funds  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)  <b>Actual costs unknown at this time, but short term expenses associated with services under the declaration are not expected to exceed \$250,000.</b>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<b>Significant, but not yet quantified.</b>	
What impacts would the proposal have on historically excluded communities?  <b>To the extent that historically excluded communities comprise the unhoused population, the declaration is expected to have life and death implications for such individuals exposed to cold weather.</b>	

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?

**It is expected that some collection of data will occur via the city's current CMIS system and reporting through outside providers.**

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

**It is expected that some collection of data will occur via the city's current CMIS system and reporting through outside providers and post-declaration evaluation of services provided during the declaration period.**

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?

**Declaration and ratifying resolution are issued pursuant to SMC 2.04 and 18.05**

## **RESOLUTION NO. 2024-0014**

A Resolution ratifying the Mayor's January 11, 2024 Executive Declaration of Emergency.

**WHEREAS**, as identified in Mayor Brown's January 11, 2024 Executive Declaration of Emergency (the "Declaration"), forecasted frigid inclement winter weather conditions pose a serious and dangerous risk to the health, safety and well-being of unsheltered individuals in the City of Spokane; and

**WHEREAS**, Chapter 18.05 of the Spokane Municipal Code (SMC) provides that the city will provide housing for homeless individuals during inclement weather conditions, including extreme cold conditions; and

**WHEREAS**, additional temporary warming shelter is immediately needed to keep this population of individuals warm and safely protected during these extreme weather circumstances; and

**WHEREAS**, the City intends to utilize available space at its Cannon Street property location to provide and protect this population; and

**WHEREAS**, the City additionally intends to procure related shelter operation and transportation services with one or more entities for the Cannon Street location and execute contracts for such services;

**WHEREAS**, in these emergency circumstances, SMC 7.06.180 authorizes the Mayor to award necessary contracts prior to City Council action to address the emergency situation.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council:

**Section 1.** Based on stated foregoing emergency circumstances, the Mayor and City Council may address the immediate need for warming shelter services by executing contracts for operation and related transportation services to safeguard the public health, safety and welfare of unsheltered individuals in Spokane, pursuant to the legal authority provided in Chapter 02.04 SMC, SMC 07.06.180 and RCW 35.52.070(2) and 35A.33, which actions are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

**Section 2.** The Executive Declaration of Emergency by Mayor Brown, dated and effective January 11, 2024, is hereby ratified by the City Council by this Resolution.

**Section 3.** The City Clerk is instructed to deliver a copy of this Resolution and the Executive Declaration of Emergency to the Governor of the State of Washington and to the Spokane County Board of Commissioners. To the extent practicable, a copy

of this Resolution and the Declaration shall be made available to all news media within the City and the general public. In order to give the widest dissemination of this Resolution and the Declaration to the public, as many other available means may be used as are practical.

**BE IT ALSO RESOLVED** that the Declaration shall remain in effect until terminated by the Mayor.

Passed by the City Council this \_\_\_\_ day of January, 2024.

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City Clerk

Approved as to form:

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Assistant City Attorney

**TITLE: EXECUTIVE ORDER FOR WRITTEN FINDING OF EMERGENCY TO AWARD NECESSARY CONTRACTS TO PROVIDE EMERGENCY WARMING SHELTERS AND RELATED SERVICES IN THE CITY'S RESPONSE TO PROVIDE HEALTHY SHELTERING ASSOCIATED WITH EXTREME COLD WEATHER CONDITIONS**

EFFECTIVE DATE: January 11, 2024  
REVISION DATE IF APPLICABLE:

Factual Background Information of Finding of Emergency to Support Execution of Agreements to provide for temporary expansion of warming centers services for homeless individuals and families:

WHEREAS; Chapter 18.05 of the Spokane Municipal Code provides that the City will provide housing for homeless individuals during inclement weather conditions, including extreme cold conditions; and

WHEREAS, SMC 18.05.020 A.1., regarding the activation criteria for warming centers, provides in part that:

Warming centers sufficient to meet the shelter needs of currently unsheltered homeless individuals and other vulnerable individuals seeking shelter in Spokane will be activated on each day during which the temperature is predicted by the National Weather Service to be 32 degrees Fahrenheit or lower and designated low-barrier shelter space was at ninety percent (90%) capacity or greater during the previous night. The warming centers will operate at a minimum during the hours that temperatures are lower than thirty-two (32) degrees Fahrenheit. The City may, by contract with its center provider(s), raise the activation temperature for warming centers, but in no event will the activation temperature be lower than thirty-two (32) degrees Fahrenheit.

WHEREAS, the forecast from the National Weather Service provides for frigid temperatures reaching below zero beginning Thursday, January 11, 2024, through Sunday, January 14, 2024, with temperatures reaching below 32 degrees Fahrenheit through Saturday, January 20, 2024; and

WHEREAS, the wind chill factor will bring temperatures even lower during those time periods; and



WHEREAS, as the temperature has decreased, the facilities providing low-barrier housing for homeless individuals have dropped below ninety (90) percent capacity; and

WHEREAS; it is estimated that the conditions including lower temperatures and limited available shelter space are likely to persist for approximately the next two weeks; and

WHEREAS, SMC 2.04.0030 A provides that:

Whenever a civil emergency, or the imminent threat thereof, occurs in the City and results in, or threatens to result in the death or injury of persons or the destruction of or damage to property to such extent as to require, in the judgment of the mayor, extraordinary and immediate measures to protect the public peace, safety and welfare, the mayor shall forthwith proclaim in writing the existence of a civil emergency, including in the proclamation a brief description of the facts constituting the civil emergency.

WHEREAS; City staff has identified that the safest and least expensive method to provide adequate emergency shelter for individuals and families that are experiencing homelessness but are not able to be housed in existing facilities is to expand homeless shelter services, including warming centers and providing transportation for those who are unable to travel to the shelters or warming centers; and

WHEREAS; staff in the NHHS Department contacted four providers who are currently able to assist the City to provide expanded homeless services and has identified one who can assist in the operation of the City's Cannon Street Shelter as an overnight warming center; and

WHEREAS, Section 7.06.180 of the Spokane Municipal Code provides that if an emergency requires procurement prior to City Council action, the Mayor may declare an emergency and award necessary contracts or agreements to address the emergency situation; and

WHEREAS, the Mayor is prepared to immediately execute the appropriate contracts with several service agencies to provide the necessary services.

NOW THEREFORE, AS THE MAYOR OF THE CITY OF SPOKANE WASHINGTON,  
I DECLARE AS FOLLOWS:

Section 1 – Purpose and Intent.

As a result of pending cold front, frigid windchill, estimated decrease in night-time temperatures and severe cold weather conditions over the next two weeks, the lack of adequate low-barrier homeless shelter and the requirements of SMC Section 18.05.020, an emergency situation exists and the public safety and health of those who are unhoused necessitates the execution of contracts with available service providers to provide services to expand available homeless shelter space and warming centers and to operate the City's Cannon Street Shelter.

Section 2 – Declaration of Emergency

Pursuant to SMC 2.04.030, a declaration of emergency is issued due to the immediate threat of severe weather conditions that threaten to result in death or injury to persons which requires extraordinary and immediate measures to protect the public health, safety and welfare.

Section 2 – Emergency Procurement.

Pursuant to SMC 7.06.180, the Mayor or her designate, may make emergency procurements consistent with the provisions of Chapter 7.06 SMC and may execute such contracts and/or other agreements as are necessary to provide for the expansion of low-barrier homeless shelters and warming centers, including the operation of the City's Cannon Street Shelter as an emergency temporary warming shelter, including without limitation agreements providing for operation of the warming shelter, portable sanitary services, and for food services, all of which shall be emergency procurement.

Section 3 – Effective Date.

This Declaration shall be in full force and effect upon signature and shall continue until terminated.

Section 4– Ratification.

This emergency declaration shall be submitted to the City Council for ratification pursuant to SMC 2.04.060.

Dated this \_\_\_\_\_ day of January 2024.

\_\_\_\_\_  
Mayor Lisa Brown

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Continuation of Wording, Summary, and Distribution

**Agenda Item Name:** 1200 - FORECLOSURE PROPERTY REGISTRY PROGRAM – CON

**Agenda Wording** (630 character max)

**Summary (Background)** (648 character max)

Slate is Tolemi's property registration software, which will implement SMC 17F.070.520, through outreach to lienholders with requirements and documents, fee collection, database maintenance and fee remittance to the City.

### **Fiscal Impact**

### **Budget Account**

Select ▼ \$  #

Select ▼ \$  #

### **Distribution List**

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Save**

**Cancel**



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

1/11/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

CODE ENFORCEMENT & PARKING

**Project #**

**Contact Name/Phone**

JASON 6529

**Bid #**

**Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

**Requisition #**

NEW VENDOR

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE

**Agenda Item Name**

1200 - FORECLOSURE PROPERTY REGISTRY PROGRAM – CONSULTANT

### **Agenda Wording**

Contract for new consultant agreement with Tolemi to operate the City of Spokane's Foreclosure Registration Program as detailed in SMC 17F.070.520, and other property based software resources for Code Enforcement.

### **Summary (Background)**

The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed properties through registration and site monitoring. Code Enforcement solicited proposals in the fall of 2023 for a consultant to operate the City's foreclosure registration program. Tolemi's Slate program was the selection of the RFP committee.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 65,000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

Tolemi's Slate software will implement the foreclosure registry program. The annual cost for the Slate program is \$30,000. The City receives all property registration fees that are collected by Tolemi.

### **Amount**

### **Budget Account**

Expense \$ 65,000

# 1200-58101-24600-54201-99999

Revenue \$ 75,000

# 1200-58101-99999-34240-99999

Select \$

#

Select \$

#

Select \$

#

Select \$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

Slate is Tolemi's property registration software, which will implement SMC 17F.070.520, through outreach to lienholders with requirements and documents, fee collection, database maintenance and fee remittance to the City.

### Approvals

#### Dept Head

GARCIA, LUIS

#### Division Director

MACDONALD, STEVEN

#### Accounting Manager

ORLOB, KIMBERLY

#### Legal

HARRINGTON,

#### For the Mayor

JONES, GARRETT

### Additional Approvals

### Distribution List

info@tolemi.com

lgarcia@spokanecity.org

jruffing@spokanecity.org

akiehn@spokanecity.org

smacdonald@spokanecity.org

korlob@spokanecity.org

CEDNHHSAccounting@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Code Enforcement
<b>Contact Name</b>	Jason Ruffing
<b>Contact Email &amp; Phone</b>	<a href="mailto:jruffing@spokanecity.org">jruffing@spokanecity.org</a> ; 509-625-6529
<b>Council Sponsor(s)</b>	Council President Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 Minutes
<b>Agenda Item Name</b>	Foreclosure property registry program – Consultant Contract
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed properties through registration and site monitoring. Code Enforcement solicited proposals in the fall of 2023 for a consultant to operate the City's foreclosure registration program. Tolemi's Slate program was the selection of the RFP committee. Slate is Tolemi's property registration software, which will implement SMC 17F.070.520, through outreach to lienholders with requirements and documents, fee collection, database maintenance and fee remittance to the City.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$65,000 per year</u> Current year cost: Subsequent year(s) cost:	
<p><b>Narrative:</b> Tolemi's Slate software will implement the foreclosure registry program. The annual cost for the Slate program is \$30,000. The City receives all property registration fees that are collected by Tolemi. Tolemi's Building Blocks program has an annual cost of \$35,000. The total annual cost will be \$65,000. Fees remitted to the City are expected to exceed the cost for these programs.</p>	
<p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A            Specify funding source: Program revenue            Is this funding source sustainable for future years, months, etc? Yes, the funding source is sustainable for the life of the contract. Property registration fees cover the cost of the programs. Registration fees are remitted to the City monthly.</p>	
<p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p>	
<p>Other budget impacts: (revenue generating, match requirements, etc.) While there is cost to purchase the subscription software, the program will generate revenue from foreclosure property registration fees, which are paid by banks, lienholders, property preservation companies and other types of lending and property management institutions. Historical trends indicate that the revenue generated by this program will exceed the annual expense.</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	

This contract is for a consultant to make an existing program outlined in the Spokane Municipal Code operational. The program will operate city-wide, in all neighborhoods and potentially impacting a wide variety of communities. Historically, nuisance and blighted properties have impacted certain neighborhoods more than others. This program aims to mitigate the negative impact of blighted, nuisance and abandoned properties throughout the community, wherever they may be.

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?

This contract is for a consultant to make an existing program outlined in the Spokane Municipal Code Operational. The program will operate city-wide, in all neighborhoods and potentially impacting a wide variety of communities. Historically, nuisance and blighted properties have impacted certain neighborhoods more than others. This program aims to mitigate the negative impact of blighted, nuisance and abandoned properties throughout the community, wherever they may be. Data will be collected and analyzed by the consultant and by Code Enforcement staff with routine site monitoring.

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

Data will be collected via the property registration platform, Tolemi Slate, and also through monthly site monitoring that will be conducted by Code Enforcement staff. Property registration data is critical to understanding foreclosure trends in our community and site monitoring is critical to deterring nuisance activities and blight in our neighborhoods. The Building Blocks program will also be an excellent data resource for the City for a variety of property issues. City staff has some experience already with the Building Blocks platform and it can assist us in identifying nuisance, abandoned, vacant and rental properties. The program can also be of use for positive economic development and planning purposes.

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?

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.





**City of Spokane**

**CONTRACT**

Title: **ELECTRONIC FORECLOSURE  
REGISTRY PROGRAM SERVICES AND SOFTWARE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **OPPORTUNITY SPACE, INC., dba TOLEMI**, whose address is 295 Devonshire Street, 4th Floor, Boston Massachusetts 02119, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Electronic Foreclosure Registry Program Services and BuildingBlocks Software, in accordance with RFP 5972.23 and Company's September 25, 2023 Proposal, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin February 1, 2024, and run through January 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed three (3) additional one (1) year contract periods.
3. **COMPENSATION**. Total annual compensation under this Contract shall not exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, plus tax; \$30,000 for the Foreclosure Registry Service and \$35,000 for BuildingBlocks Software. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The City anticipates annual estimated revenue in the amount of at least **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** based on monthly remittance logs, in accordance with the Cost Proposal in Exhibit B.

The Company shall collect the annual Fee as provided for under SMC 17F.070.520, or as amended from time to time. Company shall charge each applicant no more than the amount currently prescribed per property under SMC 8.02.0675, or as amended from time to time, in order to register all mortgagees or owners who comply with SMC 17F.070.520. The Company will remit all registration fees collected back to the City monthly. Third-party credit card transaction fees will be deducted from the amount of money remitted back to the City.

4. **PAYMENT**. The Company shall send its application for payment to Innovation and

Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and 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. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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.

9. 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 Company for all work previously authorized and performed prior to the termination date.

10. 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;
  - i. 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.

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

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

14. 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.

15. 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.

16. 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 a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. 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 and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, 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.

19. 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.

**OPPORTUNITY SPACE, INC., dba TOLEMI**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Attachments that are part of this Agreement:  
Exhibit A – Certificate Regarding Debarment  
Exhibit B – Company's September 25, 2023 Proposal

23-249

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## EXHIBIT B

## Agreement

This Agreement outlines the deployment of Tolemi's mobile and web-based applications for Spokane, WA ("Client") including associated roles, responsibilities, activities, and deliverables.

Tolemi	Client
OpportunitySpace, Inc. (d.b.a "Tolemi") 295 Devonshire St. 4th Floor Boston, MA 02110 T: 800-535-2329 E: info@tolemi.com	City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201 T: (509) 755-2489

### I. Objectives

The Client is acquiring the Tolemi platform, along with associated services, to meet certain objectives:

- Implement a rental registration software capable of:
  - Accepting new registrations
  - Collecting fees and remitting 100% back to the Client
  - Automatically sending renewal reminders
  - Send notifications to property owners on specific events such as police incidents
- Enable the Client to identify out-of-compliance properties
- Improve the Client's understanding of the rental market

### II. Deployment of Services and Ongoing Support

Tolemi will work with the Client's designated points of contact to streamline the deployment of BuildingBlocks. Tolemi will ensure that the applications meets current and future organization needs.

Key program phases, activities, and timing are detailed below. These are subject to change based on the ability of Tolemi to secure access and/or connections to sources of data, to solicit feedback/direction from the Client may occur concurrently.



### Phase 1: Data Integration

- Tolemi and the Client to confirm preliminary set of data to include in BuildingBlocks
- The Client to provide Tolemi access to data or connection(s) to sources/custodians of data
- Tolemi to perform preliminary data audit, geolocation/spatial join, and field mapping to BuildingBlocks application data standard
- Tolemi to integrate data from specified systems and to establish schedule for recurring data updates

### Phase 2: Application & Data Diagnostic

- Tolemi to provide documentation of field mapping assumptions for the Client's approval and refine according to the Client's input
- Tolemi to perform comprehensive application diagnostic to evaluate, reconcile, and validate disparate data sets
- Tolemi to execute quality assurance testing of the front-end BuildingBlocks application

### Phase 3: Launch

- Tolemi to deploy BuildingBlocks to production environment
- The Client to provide list of named users to receive login credentials to the application
- Tolemi to provide a two-hour user training and up to four hours of one-on-one or small-group onboarding sessions for BuildingBlocks users

### Phase 4: Workflow Design and Implementation

- Tolemi to work with Client to understand process requirements for registry
- Client to provide .docx or .XLSX templates of all documents that will need to be automatically generated
- Tolemi to configure the Slate software to meet Clients requirements

### Phase 4: Hosting & Support (Ongoing for Term of License)

- Tolemi to host the BuildingBlocks and Slate applications and the underlying database
- Tolemi to provide ongoing customer support via channels including telephone, email, and online chat
- Tolemi to load additional data sets, as specified by the Client, quarterly beginning no less than three months after conclusion of Launch
- Tolemi to deploy upgrades in concert with ongoing maintenance and improvements of the BuildingBlocks and Slate applications
- Upon termination of the City of Spokane's subscription, Tolemi will provide an export of Customer's organizational data in a standard, generally accepted electronic form within ten (10) days and places no restrictions on its use by the Subscriber.

- **Data Protection.** Tolemi shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

Tolemi will advise the Client in advance of any major changes to this working schedule.

Client agrees to the Terms of Services that govern the use of Tolemi products and services.

III. Term of Engagement

This Agreement is effective as of the date of Client’s signature and will continue for a period of TWELVE MONTHS. This Agreement may renew annually. Either party may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty calendar days. Upon any termination or expiration of this Agreement all rights granted to Client are cancelled and revert to Tolemi. Upon termination, you shall cease all administrative use of software, shall surrender all access codes/keys, and destroy all copies of the platform (in whole or in part) in your possession or control.

Tolemi expects to the completion of phase 1 and phase 2 within 12 weeks from the initial kickoff call. This timeline is subject to change based the ability of Tolemi to secure access and/or data, to solicit feedback & direction from the Client, and to gain the requisite approval to launch.

Ongoing web hosting, support, data loading, system maintenance, and upgrades will extend through the period of the License Agreement. Continued access to BuildingBlocks and support beyond the expiration of these Terms is subject to a renewed license fee due at expiration of TWELVE MONTHS from the date of execution of this Agreement.

IV. Cost

Name	Qty	Price	Subtotal
BuildingBlocks 1Y Subscription	1	\$35,000.00	\$35,000.00
Slate Platform 1Y Subscription Rental Registry	1	\$30,000.00	\$30,000.00
Total			\$65,000.00

If the Agreement is executed on or before January 31, 2024, the cost for all deliverables and accompanying services named in these Terms for a period of TWELVE MONTHS is \$65,000.00 USD payable upon execution of this Agreement.

Tolemi	Client
<p data-bbox="152 302 297 338">Signature:</p> <p data-bbox="152 411 643 485">Name:     Andrew Kieve Title:     Chief Executive Officer</p> <p data-bbox="152 527 228 562">Date:</p>	<p data-bbox="828 302 972 338">Signature:</p> <p data-bbox="828 411 922 485">Name: Title:</p> <p data-bbox="828 527 904 562">Date:</p>



CITY OF SPOKANE – PURCHASING  
& CONTRACTS  
915 N. Nelson St.  
Spokane, Washington 99202  
(509) 625-6400

## REQUEST FOR PROPOSALS

<b><u>RFP NUMBER:</u> 5972-23</b> <b><u>RFP TITLE:</u> Electronic Foreclosure Registry Program Services</b> <b><u>RFP COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</b> <b><u>PRE-SUBMITTAL MEETING:</u> None</b> <b><u>QUESTION DEADLINE:</u> SEPTEMBER 11, 2023 <u>TIME:</u> 1:00 P.M.</b>	<b><u>PROPOSAL DUE DATE:</u> SEPTEMBER 18, 2023 <u>TIME:</u> 1:00 P.M.</b> <b><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> by the due date and time.</b>
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## **1. GENERAL INFORMATION**

### **1.1 COMMUNICATION**

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

### **1.2 BACKGROUND AND PURPOSE**

The City of Spokane, through its Code Enforcement Department (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing Electronic Foreclosure Property Registry Program Services.

The City seeks to reduce the number of buildings, homes or properties that have been entered into a default or foreclosure status that become abandoned and, through collection of a registration fee which would finance the monitoring of these properties, to proactively deter vandalism and detect decay, thereby protecting the quality/value of the building, home or property, and the integrity of the area in which it is located.

Properties which are, or are soon to be, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents under RCW 35.80.010.

Consistent monitoring of these properties would act as a deterrent to vandalism and provide timely affidavits and/or notices of violation, thereby protecting the value of the property and the area in which it is located. Certain registration and maintenance requirements will be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents.

### **1.3 MINIMUM QUALIFICATIONS**

The Firm must be licensed to do business in the State of Washington. The Firm must have at least two (2) years of experience in establishing and maintaining electronic foreclosure property registry programs for municipal agencies or organizations providing similar registry

### **1.4 CONTRACT PERIOD**

Any contract resulting from this RFP will be for a period of two (2) years. Contract is renewable upon mutual agreement for three (3) one-year options.

### **1.5 ADDENDA**

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

### **1.6 TERMS AND CONDITIONS**

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

## 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	9/11/2023 – 1:00 P.M.
Proposals Due	9/18/2023 – 1:00 P.M.
Evaluation, Negotiation and Contract Award	October - November, 2023
Begin Contract Work	November, 2023

The City reserves the right to revise the above schedule.

## 1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City’s needs at a given price.

## 2. SCOPE OF SERVICES

### 2.1 SCOPE OF SERVICES SUMMARY

Establish and maintain an electronic foreclosure property registry program with web-based registration that results in a fully functional and integrated process as described. The program is to include outreach and solicitation, database maintenance, notification, fee collection and remittance, and registration and de-registration monitoring system for properties which are the subject of default or foreclosure proceedings as defined by Spokane Municipal Code Section 17F.070.520 or as amended.

It is the intent of the City to have in place an electronic foreclosure property registry program fully functional and integrated process as described within 60 days of contract approval. The successful Proposal will include a cost recovery fee schedule that encompasses both the Firm and City costs of the program. The scope of the registry work may be expanded in the future if additional registry program services are needed.

### 2.2 SCOPE OF SERVICES

#### A. OUTREACH AND REGISTRATION

Firm must establish an outreach matrix and distribute solicitations to lending institutions or other responsible parties for registering properties that meet City definition under Spokane Municipal Code (SMC) Section 17F.070.520 or as amended from time to time (Attachment 2).

The registration process must include mechanisms to update the registry due to real estate transactions, transfer of loan servicing, and any other activity resulting in changes to responsible party and local contact, including deregistration of properties as defined by SMC 17.070.520. The Firm will obtain and pay for (if necessary) all public record data, including but not limited to, review for default

filing, satisfactions, dismissals, transfers, etc., and identify foreclosure sales in order to continuously update the database.

Firm outreach must be designed to hold responsible parties accountable (banks and mortgage services) to maintain their default/foreclosures/bank owned properties as well as drive registration compliance. Solicitations to lending institutions must include at a minimum registration fields complying with the requirements of Spokane Municipal Code 17F.070.520, including but not limited to notice of registration fees, compliance dates, annual renewal, and penalties for failure to comply.

Firm shall collect annual foreclosure property registration fees as provided for under SMC.8.02.069. Firm shall remit that portion of the fee designated for the City by contract. Firm will charge each applicant no more than the amount prescribed by the SMC (per applicant) to register all mortgagees who comply with the ordinance. Firm will remit the City's portion of the registration fee as identified in contract with the City, no later than the tenth (10th) day of each month.

#### **B. DATABASE**

The database for the Foreclosure Registry is to be accessible to authorized/designated City employees, updated continuously, and maintained by the Firm electronically.

### **3. PROPOSAL CONTENTS**

#### **3.1 PREPARATION OF PROPOSAL**

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

#### **3.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "MINIMUM QUALIFICATIONS".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

#### **3.3 TECHNICAL PROPOSAL**

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. The Firm



may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation. While it is not planned to be part of the initial contract, provide information (excluding cost information) regarding what other types of registry program services the Firm has the capability to provide such as a vacant property registry or a rental property registry.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a schedule with timeline dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

### **3.4 MANAGEMENT PROPOSAL**

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services. Demonstrate how Firm meets the minimum qualifications as identified in Paragraph 1.3 "MINIMUM QUALIFICATIONS".

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

### **3.5 COST PROPOSAL**

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time.

**Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### 4.3 EVALUATION SCORING

The Proposal will be evaluated as follows: Change as desired for specific project criteria weight needs

<b>TECHNICAL PROPOSAL – 35%</b> Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	35 Points (Maximum) 35 Points (Maximum)	70 points
<b>MANAGEMENT PROPOSAL – 30%</b> Firm and Staff Experience/Capabilities/Qualifications	60 Points (Maximum)	60 points
<b>COST PROPOSAL – 35%</b>	70 Points (Maximum)	70 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>200 POINTS</b>

### 4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

## **5. RFP ATTACHMENTS**

Attached to this RFP and incorporated herein by reference are the following background documents:

- Attachment 1 – RFP Terms and Conditions
- Attachment 2 - Spokane Municipal Code – Section 17F.070.520



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

1/10/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

FACILITIES MANAGEMENT

**Project #**

**Contact Name/Phone**

DAVE STEELE 6064

**Bid #**

5971-23

**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Requisition #**

PENDING

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON ZZAPPONE

**Agenda Item Name**

5900 FACILITIES POLICE ACADEMY EXPANSION - A&E DESIGN CONTRACT

### **Agenda Wording**

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200) funds must be used by 07/01/2025 at the Police Academy.

### **Summary (Background)**

In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classrooms and office space at the Police Academy. This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 245,700

Current Year Cost \$ 245,700

Subsequent Year(s) Cost \$ 0

### **Narrative**

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request that must be used by 7/1/2025.

### **Amount**

### **Budget Account**

Expense \$ 245,700.00

# 3160-11460-94000-56501-68413

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	TEAL, JEFFREY	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

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jmacconnell@spokanepolice.org	laga@spokanecity.org
kschmitt@spokanecity.org	facilitiesdepartment@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	1/22/2024
<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	<a href="mailto:dsteeler@spokanecity.org">dsteeler@spokanecity.org</a> 509.625.6064
<b>Council Sponsor(s)</b>	Councilmembers Zappone & Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Police Academy Expansion – A&E Design Contract with Design West Architects
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025 at the Police Academy. In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classroom and office space.</p> <p>This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$246,000</u> Current year cost: \$246,000 Subsequent year(s) cost: NA	
<b>Narrative:</b> The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025.	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? NA	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts:</b> This project supports the vision of the Spokane Police Academy as a regional training center, failure to complete the project will significantly impact that role and risk the loss of the grant dollars associated.	
<b>What impacts would the proposal have on historically excluded communities?</b> Community policing directly effects a wide variety of excluded communities, providing additional regional training opportunities and space will allow for greater regional training levels on a wide variety of policing techniques.	

**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?**

NA

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

Data on the use, scheduling, and general class load is commonly tracked to provide feedback on the ability of the new site to meet the needs of the various training programs at the Academy.

**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?**

Continuing to invest in existing City facilities related to public safety directly supports the Comprehensive Plan.



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: DESIGN AND ENGINEERING SERVICES FOR  
POLICE ACADEMY RENOVATION AND ADDITION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESIGN WEST ARCHITECTS, P.A.**, whose address is 905 West Riverside Avenue, Suite 605, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Design and Engineering Services for Police Academy Renovation and Addition; and

WHEREAS, the Consultant was selected from RFQu 5971-23.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Proposal attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.



#### 4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$245,700.00)**, excluding applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, [facilitiesdepartment@spokanecity.org](mailto:facilitiesdepartment@spokanecity.org), Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. 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 Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall 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 to the extent caused by 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.

#### **11. INSURANCE.**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant 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.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant 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.
- B. 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 Consultant'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.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties



agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**DESIGN WEST ARCHITECTS, P.A.**

**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:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Proposal

## EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

## EXHIBIT B



DESIGN  
WEST

November 16, 2023

Dave Steele, Project Manager/Real Estate Manager  
City of Spokane  
Spokane, WA 99201  
[dsteele@spokanecity.org](mailto:dsteele@spokanecity.org)  
509.625.6064 or 509.655.0567

RE: **City of Spokane – Police Academy Renovation and Addition**  
Scope of Services and Fee Proposal

Dear Dave,

Thank you for considering Design West Architects for the City of Spokane – Police Academy Building Renovation and Addition project and meeting with us virtually to familiarize us with the scope of work and existing conditions. We are pleased to provide the following scope of services and fee proposal:

Services:

Design West Architects proposes to provide design team services for the City of Spokane – Police Academy Addition & Renovation project, to include:

- Conduct up to two site visits during design to observe visible conditions of the existing building and related items.
- Work with the City of Spokane representatives and Police Academy representatives to design approximately 2,500 SF of new classroom and administration spaces and include renovations to the existing building. This process is anticipated to include up to 3 design meetings with all representatives.
- Develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, classrooms, restrooms, and similar related support spaces for the new addition and renovated areas of the existing building.
- The document list shall include the following drawings: vicinity plan, site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City's selected contractor to price and complete the project through the design/bid/build process.
- As sub-consultants, we will include the services of SCJ Alliance for civil engineering, landscape design (very minimal) and land survey, GeoProfessional Engineers to provide geotechnical testing and reports, LSB Engineers for Structural Engineering and MSI Engineers to provide plumbing, HVAC, and electrical drawings for the project.
- Administer the process for building permit applications
- Assist the city with the bidding process
- Visit the site up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications.

Our services will be provided under the basic provisions and conditions contained within a standard AIA B105 Owner-Architect Agreement or within a contract provided by the City of Spokane. The proposed fee below is based upon the assumptions related to the scope of services described above.

SPOKANE, WASHINGTON  
PULLMAN, WASHINGTON  
KENNEWICK, WASHINGTON  
MERIDIAN, IDAHO  
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.  
905 W RIVERSIDE AVE  
SUITE 605  
SPOKANE, WA 99201  
TEL. 509-290-6843  
[www.designwestpa.com](http://www.designwestpa.com)



The services will include Civil, Geotechnical, Land Survey, Architectural, Structural, Mechanical and Electrical Engineering services. These services exclude hazardous materials surveys and/or testing, abatement design services, or other building survey or assessment consultants that may be required by the city permitting process. Generally, the phases of service are defined as follows:

*Schematic Design:* The design team will work with the city and police academy representatives to define the programmatic needs of the police academy addition and the existing structure to remain. We will gather information about the existing structure and building site and formulate a plan for the building design and construction phases.

*Design Development Phase:* The design team will refine and formalize the schematic concept design to confirm the project scope with the City of Spokane and Police Academy representatives. Site design will be refined and mechanical, plumbing and electrical systems selected during this phase as well.

*Construction Documents:* Based upon the discussions in the previous phases, the design team will prepare construction documents including drawings and specifications for the construction of the project.

*Permitting & Bidding:* The architect will assist the City of Spokane in having the project reviewed by the authorities having jurisdiction and through the bid process for the project. The design team will respond to questions from plan reviewers and then by contractors during bidding. The permit reviews that are included in the design team's scope are limited to City of Spokane's Building Permit Review. When the bid period is concluded, the architect will provide a bid summary of the results received.

*Construction Administration:* During construction, the architect will provide review of submittals and response to contractor's requests for information (RFIs). The architect will issue any additional information needed by the contractor in accordance with the contract documents (ASIs) and review contractor schedules of value and monthly pay applications. The architect will ensure that record drawing sets are being kept on site and that any changes to the documents are being properly recorded. The architect will be available to visit the site every two weeks during construction for progress meetings and assist the city as needed for construction administration and project close out documents.

### **Compensation:**

Compensation for the basic services shall be on a lump sum basis, plus reimbursable expenses. The fee is approximately broken down by phase as follows, note that unexpended amounts in other phases or from our sub-consultants can be billed up to the total maximum not-to-exceed:

<i>Schematic Design Phase</i>	<i>\$44,226</i>
<i>Design Development Phase</i>	<i>\$49,140</i>
<i>Construction Documents Phase</i>	<i>\$76,167</i>
<i>Permitting &amp; Bidding Phase</i>	<i>\$4,914</i>
<i>Construction Administration</i>	<i>\$66,339</i>
<i>Project Closeout Phase</i>	<i>\$4,914</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$245,700</i>



Reimbursable expenses will be billed in addition to the basic services fee. These expenses will be billed at direct cost plus 15%; reimbursable expenses are limited to drawing printing/reproduction expenses directly associated with the project and are not expected to exceed \$9,000. All other costs are covered by the basic design team fee. These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	\$185
Project Architect	\$160
Project Manager	\$140
Architectural Technical Support	\$100
Office Administration	\$70

Thank you for your time and consideration in this matter. If you have any questions, or would like to meet to discuss this further, please call.

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ  
Principal



DESIWES-01

LPERRY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2023

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.

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PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: <b>Lynda Ball</b>	
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	E-MAIL ADDRESS: <b>lynda@thehartwellcorp.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Travelers Indemnity Company</b>	<b>25666</b>
INSURED  Design West Architects, PA 216 SW 5th Ave, Ste 100 Meridian, ID 83642-2996	INSURER B : <b>Charter Oak Fire Insurance Co</b>	<b>25615</b>
	INSURER C : <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
	INSURER D : <b>XL Specialty Insurance Co.</b>	<b>37885</b>
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		6800J006523	4/1/2023	4/1/2024	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> CGD361 CG2037						MED EXP (Any one person) \$ <b>10,000</b>
	<input checked="" type="checkbox"/> CGD379 WoS						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ <b>4,000,000</b>
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA5R286796	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY CAT353 <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP8771Y483	4/1/2023	4/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>1,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						Prod/Compl Ops \$ <b>1,000,000</b>
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	UB2H828266	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	Professional Liabili			DPR 5007510	1/8/2023	1/8/2024	Each Claim <b>3,000,000</b>
D	Retro date 7/1/1983			DPR 5007510	1/8/2023	1/8/2024	Aggregate <b>3,000,000</b>

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG D3 61 03 05**

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Entity name:	DESIGN WEST ARCHITECTS, P.A. DBA DBA DESIGN WEST ARCHITECTS, PROFESSIONAL SERVICES
Business name:	DESIGN WEST ARCHITECTS, P.A.
Entity type:	Professional Service Corporation
UBI #:	601-332-873
Business ID:	001
Location ID:	0004
Location:	Active
Location address:	905 W RIVERSIDE AVE STE 605 SPOKANE WA 99201-1099
Mailing address:	905 W RIVERSIDE AVE STE 605 SPOKANE WA 99201-1099
Excise tax and reseller permit status:	<a href="#">Click here</a>
Secretary of State status:	<a href="#">Click here</a>

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			<a href="#">View Architects</a>	Active	Mar-31-2024	Apr-12-2018
Spokane General Business				Active	Mar-31-2024	Apr-03-2018

Governing People May include governing people not registered with Secretary of State

Governing people	Title
WARNICK, NED	
WILM, BRANDON	

Registered Trade Names

Registered trade names	Status	First issued
DESIGN WEST ARCHITECTS, P.A.	Active	Apr-03-2018

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The Business Lookup information is updated nightly. Search date and time: 12/7/2023 8:30:09 AM

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## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	1/22/24
<b>Submitting Department</b>	Accounting and Grants
<b>Contact Name</b>	Michelle Murray & Sarah Nuss
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a> : snuss@spokanecity.org
<b>Council Sponsor(s)</b>	<u>CP Wilkerson</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	EPA Change Grant
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Gonzaga University is applying for an Environmental and Climate Justice Community Change Grant and is seeking a partnership with the City of Spokane to be a subrecipient if the award is granted in the amount of approximately \$4.3 million dollars. This Grant program will provide infrastructure for installation of solar panel arrays, backup battery capacity, and electric vehicle charging stations at the Northeast Central Community Center and the West Central Community Center, in order to harden these community centers as "climate resilience hubs." This is part of a larger project which will also fund two Spokane libraries and the Carl Maxey Center with similar upgrades. The City will also assist Gonzaga University in creating a multi-tiered community resilience hub training and certification process. Finally, this grant will fund the salaries of City Council's Sustainability Initiatives Manager to continue to help implement and update the City's climate and sustainability plans to meet our greenhouse gas emission reduction targets and plan for climate resilience. Finally, this grant will fund a portion of the salary of the Emergency Management Director's efforts to coordinate this program and to continue to implement climate resilience plans and strategies for the City.

#### Fiscal Impact

**Approved in current year budget?**    ☐ Yes    ☒ No    ☐ N/A

Total Cost: \$4.3 over 3 years

Current year cost: various

Subsequent year(s) cost: various

**Narrative:** The City of Spokane will receive a sub award of approximately \$4.3 million dollars to administer this program.. The award period is 3 years and the project can be completed at any year.

**Funding Source**    ☒ One-time    ☐ Recurring    ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? The sub award is 3 years once completed no continued funding is necessary.

**Expense Occurrence**    ☒ One-time    ☐ Recurring    ☐ N/A

Other budget impacts: The city has no matching requirements and will receive 10% for indirect administrative costs. The annual maintenance costs of equipment is approximately \$15,000 per year with an estimated cost savings from reduced energy is \$57,000.

<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities?</p> <ul style="list-style-type: none"> <li>• <i>The "climate resilience hubs" that the NECC and the WCCC will become are in underserved neighborhoods of Spokane whose residents by definition are largely historically excluded members of the larger community.</i></li> <li>• <i>The NECC serves eight Spokane neighborhoods which have some of the lowest median household income levels in the region and are particularly vulnerable to extreme climate events such as wildfire smoke, extreme heat and extreme cold.</i></li> <li>• <i>Similarly, the WCCC serves three large Spokane neighborhoods which also have low household income and climate vulnerability.</i></li> <li>• <i>The single-family and multi-family residential structures in both of these neighborhoods are largely older in construction and suffer from inadequate HVAC climate control and air filtration systems.</i></li> <li>• <i>Both of these centers will provide much-needed respite during extreme climate events, as emergency and relief centers with backup power and as central resource navigation centers.</i></li> </ul>
<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><i>All data will be collected and assessed in compliance with best practice standards and as appropriate consideration for these affected populations.</i></p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p><i>Past community outreach efforts such as the formation of the Sustainability Action Subcommittee, the Sustainability Action Plan of 2021, and the Gonzaga Climate Institute's "Beat the Heat Initiative" as a response to the 2021 Northwest Heat Dome, have shown the need to create climate resilience hubs to mitigate the effects of extreme weather. Additionally, studies were conducted by the Gonzaga Climate Institute in collaboration with the Washington State Department of Health which found statistically significant correlations between Spokane's urban heat islands and other factors including income, age, race and English proficiency.</i></p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p><i>The grant activities proposed here strongly align with the City's Sustainability Action Plan of 2021, particularly "buildings &amp; energy" strategy BE 1.2 and "health &amp; wellbeing" strategies HW 3 and HW 4.</i></p>

<b>FEDERAL AGENCY AND OFFICE:</b>	U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJECR)
<b>FUNDING OPPORTUNITY TITLE:</b>	Environmental and Climate Justice Community Change Grants Program
<b>ANNOUNCEMENT TYPE:</b>	Notice of Funding Opportunity (NOFO)
<b>FUNDING OPPORTUNITY NUMBER:</b>	EPA-R-OEJECR-OCS-23-04
<b>ASSISTANCE LISTING NUMBER:</b>	66.616
<b>IMPORTANT DATES:</b>	
<b>November 21, 2023</b>	<b>NOFO Opening Date</b>
<b>November 21, 2024</b>	<b>Application Closing Date</b>
<b>March 2024</b>	<b>Initial Award Selections</b>
<b>May / June 2024</b>	<b><u>Anticipated</u> Start of Period of Performance for Initial Selections</b>

**DEADLINE:** Application packages will be accepted on a rolling basis, as further explained in the NOFO, until November 21, 2024, at 11:59 PM (Eastern Time) through Grants.gov. Applications received after the closing date and time will not be considered for funding.

In alignment with EPA’s commitment to conducting business in an open and transparent manner, copies of applications selected for award under this NOFO may, as appropriate, be made publicly available on the OEJECR website or other public website for a period after the selected applications are announced. Therefore, applicants should clearly indicate which portion(s) of the application, if any, they are claiming contains confidential, privileged, or sensitive information. As provided at 40 CFR § 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the applicant.

**NOTE:** Prior to naming a contractor (including consultants) or subrecipient in your application as a “partner,” please carefully review Section IV.d, “Contracts and Subawards,” of EPA’s Solicitation Clauses that are incorporated by reference in this NOFO in [Section I.J](#). EPA expects recipients of funding to comply with competitive procurement contracting requirements as well as EPA’s rule on Participation by Disadvantaged Business Enterprises in EPA Programs in 40 CFR Part 33. The Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor’s role in preparing an application or a firm or individual’s “unique” qualifications.

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## Section I. Funding Opportunity Description

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### A. Background: Inflation Reduction Act and Executive Orders

The Environmental and Climate Justice Community Change Grant program (Community Change Grants) – the subject of this NOFO – offers an unprecedented opportunity to transform disadvantaged communities across the United States into healthy, climate resilient, and thriving communities for their current and future residents. The Community Change Grants will fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation. The historic levels of support provided by these grants will enable communities and their partners to overcome longstanding environmental challenges and implement meaningful solutions to meet community needs now and for generations to come.

The Inflation Reduction Act (IRA) created the Environmental and Climate Justice Program (ECJP)—the largest investment in environmental and climate justice in U.S. history—when it was signed into law by President Biden on August 16, 2022. The ECJP is now contained in Section 138 of the Clean Air Act (CAA), 42 U.S.C. § 7438. Under this program, EPA was provided \$2.8 billion to award grants to help disadvantaged communities address a wide range of environmental and climate justice issues, and \$200 million for technical assistance related to these grants. This historic investment advances [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, which established a whole-of-government approach to advancing equity and opportunity, and [Executive Order 14008](#), *Tackling the Climate Crisis at Home and Abroad*, which created the government-wide [Justice 40 Initiative](#) that established the goal that 40 percent of the overall benefits of certain federal investments flow to disadvantaged communities. Awards under the ECJP also support core goals of [Executive Order 14091](#), *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, and [Executive Order 14096](#), *Revitalizing Our Nation’s Commitment to Environmental Justice for All*.

The Community Change Grants are the final and most comprehensive piece of EPA’s implementation of ECJP IRA funding. The Community Change Grants will complement grant programs that EPA launched in 2022 and 2023, including those for the Collaborative Problem-Solving, Government-to-Government, and Thriving Communities Grantmaker programs. Collectively, these programs will empower communities and their partners to design, develop, and implement multi-faceted community-driven projects. These programs will address the diverse and unique needs of disadvantaged communities by:

1. Reducing and preventing pollution;
2. Building resilience to climate change and mitigating current and future climate risks;
3. Enhancing meaningful involvement in government processes related to environmental and climate justice;
4. Expanding access to high-quality jobs and economic opportunity through workforce development; and
5. Bolstering community strength by ensuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations.

Through the approximately \$2 billion to be awarded under the Community Change Grants, and the technical assistance that will be available to eligible applicants related to the grants, EPA will advance the goals of these Executive Orders (EO) and the agency’s environmental and climate justice priorities. [Environmental justice](#), as defined by EO 14096, means the just treatment and meaningful involvement of all people,



regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other federal activities that affect human health and the environment so that people:

- Are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and
- Have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

## B. Statutory and Regulatory Authority

The authority for the awards under this NOFO is Clean Air Act (CAA) § 138, codified at 42 U.S.C. § 7438. Of the \$2.8 billion appropriated, approximately \$2 billion will be awarded for the Community Change Grants under this NOFO. As provided in 42 U.S.C. § 7438(a)(1) and (b)(1), all the funds must be awarded by September 30, 2026, the grants cannot be longer than three years in duration, and no extensions will be granted.

Eligible entities and eligible activities are defined in 42 U.S.C. § 7438(b)(2) and (3) and are further described below and in [Section I](#) and [Section III](#) of this NOFO.

Section 138(b)(2) of the CAA specifies that an eligible entity may use a grant awarded under this NOFO for:

1. community-led air and other pollution monitoring, prevention, and remediation, and investments in low and zero-emission and resilient technologies and related infrastructure and workforce development that help reduce greenhouse gas emissions<sup>1</sup> and other air pollutants;
2. mitigating climate and health risks from urban heat islands, extreme heat, wood heater emissions, and wildfire events;
3. climate resiliency and adaptation;
4. reducing indoor toxics and indoor air pollution; or
5. facilitating engagement of disadvantaged communities in state and federal advisory groups, workshops, rulemakings, and other public processes.

In addition, Section 102(2)(I) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(I) is applicable to international work, if any, under this NOFO. Further, all funded activities under this NOFO must comply with federal, state, and local laws and regulations, including but not limited to:

1. 2 CFR 200.435(b), which restricts the use of grant funds to defend a recipient that is subject to a criminal, civil or administrative proceeding against it commenced by any government for fraud or similar offenses;
2. 2 CFR 200.435(g), which precludes the use of grant funds to prosecute claims against the Federal Government; and
3. 2 CFR 200.450(c), which restricts the use of federal funds by nonprofit organizations for certain lobbying or electioneering activities but does not preclude the use of federal funds to promote adoption of local ordinances, including those related to zoning.

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<sup>1</sup> “Greenhouse gas” means the air pollutants carbon dioxide, hydrofluorocarbons, methane, nitrous oxide, perfluorocarbons, and sulfur hexafluoride.

4. 40 CFR Parts 5 and 7, which prohibit discrimination on the basis of race, color, national origin (including limited-English proficiency), disability, sex, and age by recipients and subrecipients of federal financial assistance.

### C. Community Change Grants Objectives

The Community Change Grants will support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment. These concentrated local investments will fund community-driven, change-making projects that center collaborative efforts for healthier, safer, and more prosperous communities.

Designed with meaningful community, Tribal, and other stakeholder involvement, the investments EPA makes through the Community Change Grants are intended to achieve the following objectives:

1. Provide resources for community-driven projects to address environmental and climate challenges in communities facing disproportionate and adverse health, pollution, and environmental impacts, and suffering from generations of disinvestment.
2. Invest in strong cross-sectoral collaborations with partners who bring a robust commitment to working with and for communities with environmental and climate justice concerns.
3. Unlock access to additional and more significant resources to advance environmental and climate justice goals from across the federal government and other sources.
4. Empower communities and strengthen their capacity to drive meaningful positive change on the ground for years to come.
5. Strengthen community participation in government decision-making processes that impact them.

### D. NOFO Competition Features

EPA anticipates awarding approximately \$2 billion in funding through this NOFO, depending on funding availability, quality of applications received, EPA priorities, and other applicable considerations. EPA will consider applications under two separate tracks.

- **Track I applications – Community-Driven Investments for Change** will focus on multi-faceted applications with Climate Action and Pollution Reduction Strategies to meaningfully improve the environmental, climate, and resilience conditions affecting disadvantaged communities. Awards under Track I are expected to be \$10-20 million each and cannot exceed \$20 million. EPA expects to award approximately \$1.96 billion for approximately 150 Track I awards, including those under the Target Investment Areas described in Section II.B.
- **Track II applications – Meaningful Engagement for Equitable Governance** will facilitate the engagement of disadvantaged communities in governmental processes to advance environmental and climate justice. Awards under Track II are expected to be \$1-3 million each and cannot exceed \$3 million. EPA will award approximately \$40 million for approximately 20 Track II awards.

The number of Track I and Track II awards are estimates, and EPA reserves the right to increase or decrease the total number of awards and dollar amounts for each track, contingent on the quality of applications received, the amount of funds awarded to selected applicants, budget availability, agency priorities, programmatic considerations, or a combination of these.

**Target Investment Areas for Track I Applications:** EPA has identified five Target Investment Areas (TIA) to help ensure that communities with unique circumstances, geography, and needs can equitably compete for funding (see [Section II.B](#)). Applicants applying under a specified TIA will compete against other applicants under the same TIA, as opposed to the broader application pool. Please note that applicants applying for the TIA for Alaska Tribal lands should review Appendix H for additional guidance pertaining to the Climate Action and Pollution Reduction Strategies to include in their application, including those related to the Alaska Native Claims Settlement Act (ANCSA).

**Eligible Applicants:** Eligible applicants for the Community Change Grants include a partnership between two community-based non-profit organizations (CBOs), or a partnership between a CBO and one of the following: a Federally recognized Tribe, a local government, or an institution of higher education (IHE), including Minority Serving Institutions as further described in [Section III.A](#). Other organizations and entities may participate in the Community Change Grants as Collaborating Entities through subawards, or as contractors selected in accordance with competitive procurement requirements. Further details about applicant eligibility, partnership requirements, Collaborating Entities, subawards, and procurement contracts are in [Section III](#).

Under this NOFO, Lead Applicants, as defined in [Section III.A](#), may submit a maximum of two applications and may receive up to two awards, if they demonstrate the capacity and capabilities to effectively perform, manage, oversee, and complete the awards within the three-year grant period of performance. The two applications may be two Track I applications, two Track II applications, or one of each. Lead Applicants who submit more than two total applications will be asked to withdraw the excess one(s). EPA will not review more than two applications from any one Lead Applicant.

In addition, EPA is introducing several features to enhance community involvement and ease the application process. Unless otherwise noted, the following applies to both Track I and Track II applications:

- **Rolling Applications.** EPA will allow applications to be submitted on a rolling basis over a 12-month period, through November 21, 2024, and will permit applicants to resubmit an unsuccessful application after a debriefing with the agency. Further details about the rolling application and resubmission process are in Sections II and V.
- **Fast-Tracked Approach.** EPA will review and expeditiously select high-quality applications to deliver results and benefits to disadvantaged communities. Further information is in [Section V](#).
- **Indirect Costs Limitation.** As further described in Appendix G, there is a 20% cap on indirect costs for certain recipients and subrecipients.
- **Track I Two-Phase Evaluation Process.** Applicants for Track I whose applications score well following the written application review will be invited to participate in an oral presentation, as further described in [Section V](#), at which they will have an opportunity to share information about the community-oriented nature of their projects and how they will successfully implement the grant. The Track II application process does not involve an oral presentation.

## E. Technical Assistance

Under the IRA, EPA received \$200 million for technical assistance to eligible entities in connection with the ECJP. Technical assistance will be available for pre-award technical assistance including but not limited to designing a project, preparing an application, or facilitating partnerships, and for post-award technical assistance to help grant recipients manage, oversee, perform, and report on the grants. Further details about technical assistance can be found [here](#). Receiving technical assistance does not guarantee that applicants will be selected for funding.

## F. Community or Tribal Relocation Resources

Projects for community or Tribal relocation activities are not eligible for funding under this NOFO and will not be reviewed. For purposes of this NOFO, relocation activities generally include activities intended to plan or assist the moving of an individual from their residence or a business from its place of business.<sup>2</sup> EPA is working with other federal agencies on a separate and tailored effort to develop a support mechanism for communities that want to implement community-driven relocation plans. EPA intends to share relocation assistance information in future guidance [posted on the Community Change Grants website](#). In the interim, information related to Federally-assisted relocation can be found on [FEMA's webpage](#) and in the [HUD Climate Resilience Implementation Guide for Community Driven Relocation](#). Any questions about whether an activity is considered a relocation activity should be sent by email to [CCGP@epa.gov](mailto:CCGP@epa.gov) prior to applying.

## G. Funding Track I: Community-Driven Investments for Change

### 1. Track I Objectives

Track I is the primary emphasis for the Community Change Grants. These projects will be implemented through strong collaborations to achieve sustained impacts related to climate resilience, pollution reduction, community health, economic prosperity, and community strength. This approach catalyzes change by focusing on the following objectives:

- **Increase community resilience through climate action activities:** Implement comprehensive Climate Action Strategies and infrastructure that build the resilience and adaptive capacities of communities, reduce greenhouse gas (GHG) emissions, and better prepare for and reduce the impacts of climate change.
- **Reduce local pollution to improve public health:** Reduce and remediate quantifiable health-harming pollutants to improve public health.
- **Center meaningful community engagement:** Conduct robust community engagement throughout the project – from design to implementation.
- **Build community strength:** Develop strategies to increase the likelihood that benefits of the investments accrue to existing residents of disadvantaged communities, both immediately and sustainably beyond the grant period.
- **Reach priority populations:** Support people within the Project Area as described in Appendix A who are acutely exposed to and impacted by climate, pollution, and weather-related threats, and / or who exhibit acute vulnerabilities to the impacts of environmental pollution.<sup>3</sup>
- **Maximize integration across projects:** Ensure that the projects and activities within the Project Area are integrated and complement each other to maximize benefits.

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<sup>2</sup> The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4601 et seq. (URA) would apply if a construction project funded through a Community Change Grant has an incidental effect of permanently displacing residents or businesses.

<sup>3</sup> This may include populations of concern as identified in [The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment \(2016\)](#) that “experience disproportionate, multiple, and complex risks to their health and well-being in response to climate change,” such as children and pregnant women, older adults, and those with low incomes, limited-English-proficiency, disabilities or chronic medical conditions, or other risks that may put them at greater vulnerability.

## **2. Track I Community Vision Description**

Track I applications should be rooted in addressing specific, community-driven environmental justice challenges. Accordingly, Track I applications should begin with a Community Vision Description that, at a minimum, provides an overview of the Project Area community to benefit from the grant, a clear description of the challenges the community faces, and a vision for how the grant will respond to those challenges to advance environmental and climate justice in the community. This description should provide essential context for the rest of the application, informing how the Climate Action and Pollution Reduction Strategies were selected and the positive impact the applicant envisions the grant will have in the community. The Community Vision Description is further described in [Section IV.B: Content of Application Submission](#).

## **3. Track I Application Requirements**

Track I applications must address the following six requirements, as further described below. Additional information about the contents of the Project Narrative for Track I applications can be found in [Section IV.B: Content of Application Submission](#) and information about how applications will be evaluated can be found in [Section V.C: Track I Application Review Process, Evaluation Criteria, and Oral Presentations](#).

**Requirement 1. Climate Action Strategy:** Applications must include at least one project aligned with at least one of the Climate Action Strategies as described below. The Climate Action Strategies focus on strengthening the community's climate resilience and / or reducing GHG emissions. Climate Action Strategies should be responsive to the community challenges described in the Community Vision Description.

**Requirement 2. Pollution Reduction Strategy:** Applications must include at least one project aligned with at least one of the Pollution Reduction Strategy as described below. The Pollution Reduction Strategy can include monitoring, prevention, reduction, and remediation activities that support community efforts to address quantifiable and health-harming pollutants. Pollution Reduction Strategies range broadly depending on the type and pathway of pollution (e.g., indoor, or outdoor air pollution, water pollution, soil pollution). Pollution Reduction Strategies should be responsive to the community challenges described in the Community Vision Description.

**Requirement 3. Community Engagement and Collaborative Governance Plan:** Successful implementation of environmental and climate justice projects requires relationships among an ecosystem of community leaders and members along with partners across varied sectors. To help ensure that the community itself drives project development and implementation, applicants must submit a Community Engagement and Collaborative Governance Plan which should demonstrate how the applicant will inform, respond to, and engage community members throughout project development and implementation. This plan should include a Collaborative Governance Structure, which describes the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents in implementing the project.

**Requirement 4. Community Strength Plan:** Applicants must submit a Community Strength Plan that describes how their proposed projects will enhance the overall strength and economic prosperity of the community, including maximizing the benefits of the projects for existing residents and minimizing potential risks associated with investing significant resources into the Project Area. This should include strategies for how the projects will promote inclusive economic development, drive benefits of the projects to existing residents, and proactively address unintended displacement consequences. This plan should speak to how the projects will enhance the overall wellbeing of the community, ensuring existing

community members receive the benefits of these investments and can build on those benefits for future generations.

**Requirement 5. Readiness Approach:** Given the statutory requirement that all Community Change Grants must be completed within three years, applicants must describe how they will be able to initiate grant performance upon award, or generally no later than 120 days after award, so they can successfully complete the grant within the three-year period of performance.

**Requirement 6. Compliance Plan:** Applicants must submit a Compliance Plan that describes how they will: (1) ensure compliance with the grant's terms and conditions, including 2 CFR § 200.302(b) (financial management), 2 CFR § 200.303 (internal controls), and 2 CFR § 200.332 (requirements for pass-through entities); and (2) manage broader legal and compliance risks.

### **Details of Track I Application Requirements**

**Requirement 1. Climate Action Strategies:** Applicants must include at least one project aligned with at least one of the Climate Action Strategies identified below. When addressing the strategy in their application, applicants should describe relevant challenges faced in the Project Area and how the selected Climate Action Strategy(ies) and associated project(s) will address those challenges. Each Climate Action Strategy outlined below is focused on building short-term and long-term climate resilience, reducing GHGs, and providing additional co-benefits so that impacted communities can adapt to the changing climate. Applicants are also encouraged, as applicable, to integrate processes that minimize burdens to human health and the environment while maximizing benefits to the Project Area through such means as integrating nature-based solutions, utilization of low-carbon building materials, or sourcing sustainable products and materials to perform the projects. When selecting a Climate Action Strategy and designing their climate action projects, applicants may refer to the [National Climate Resilience Framework](#) released in September 2023.

Examples of project activities and guidelines associated with the strategies can be found in Appendix C. While applicants may select from among the examples in the Appendix, applicants may also submit other types of project activities as long as they are consistent with a Climate Action Strategy described in [Section I.G](#) of the NOFO and are eligible for funding under §138(b)(2) of the CAA.

#### **Strategy 1: Green Infrastructure and Nature-Based Solutions**

Many disadvantaged communities face complex climate challenges, such as urban heat island effects and flooding risks. Strategy 1 supports using nature-based solutions (NBS), also referred to as green infrastructure, to address such climate risks. Nature-based solutions are generally actions to protect, sustainably manage, or restore natural systems to address the impacts of climate change, while simultaneously providing benefits for people and the environment.<sup>4</sup> Projects under this strategy can include planting shade trees, restoring native plants and wetlands to capture stormwater, and deploying other green infrastructure solutions that often have the co-benefit of reducing GHG emissions. Communities also may incorporate vegetation or similar natural features into traditional infrastructure.

#### **Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience**

Many disadvantaged communities lack access to affordable low- or zero-emission transportation options, leading to disproportionate difficulties in daily life, limiting access to educational and

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<sup>4</sup> Applicants may use the White House's [Nature-Based Solutions Resource Guide](#) as a resource for integrating nature-based solutions.



economic opportunities, and creating vulnerability to climate risks. Strategy 2 focuses on providing community members with access to low- and zero-emission technologies to improve their overall health and well-being, reduce emissions, and increase access to important community destinations such as schools, workplaces, health care centers, and community spaces. Projects funded under this strategy may include installing protected bike lanes or walking paths, supplying traditional or electric bikes to community members, and deploying other low- or zero-emission transportation solutions. The impact of such projects could include improved public health outcomes, reduced GHG emissions from the transportation sector, more equitable access to community resources, increased community connectivity and safety, and greater community resilience to extreme weather events.

### **Strategy 3: Energy-Efficient, Healthy, and Resilient Housing and Buildings**

Residential and commercial buildings are a significant source of GHG emissions due to the large amounts of electricity consumed for heating, cooling, lighting, and other similar functions. Many disadvantaged communities also face a disproportionately high energy burden, defined as the percentage of gross household income spent on energy costs. Many factors can influence high energy burden, including higher-cost fuels, such as propane or other bottled fuels, and energy-inefficient homes due to a lack of insulation in older homes or older appliances. Strategy 3 supports investments in low- and zero-emission technologies and energy efficiency upgrades that can help decarbonize residential and commercial buildings, decrease energy burden, and increase resilience for communities. Many of these activities also contribute to positive public health outcomes by improving indoor air quality and the safety and comfort of buildings. Co-benefits associated with this strategy can be maximized by combining additional Climate Action and Pollution Reduction Strategies to improve indoor air quality and / or produce additional resiliency benefits. This strategy can support a range of residential and commercial buildings, including single-family homes, multi-family housing buildings, small businesses, community health facilities, community centers, nonprofit offices, schools, and other similar community-serving buildings.

### **Strategy 4: Microgrid Installation for Community Energy Resilience**

Many disadvantaged communities suffer from unreliable access to electricity, a problem that is becoming more acute due to increased heating and cooling demands during extreme weather events driven by climate change. Strategy 4 supports the installation of microgrids powered by low- and zero-emission renewable energy to improve electric reliability, enhance overall energy efficiency, reduce emissions of GHG and other air pollutants, and build a community's capacity to prepare for and withstand power disruptions. The U.S. Department of Energy [defines](#) microgrids as “a group of interconnected loads and distributed energy resources within clearly defined electrical boundaries that acts as a single controllable entity with respect to the grid.” A microgrid can operate autonomously when disconnected from the grid or when there is no grid to connect to, such as in some remote communities. When connected and operated with the grid, a microgrid can provide grid ancillary services.

### **Strategy 5: Community Resilience Hubs**

Many disadvantaged communities lack the resources to evacuate in a safe and timely manner when disaster strikes or is imminent. Strategy 5 supports the creation of, or upgrades to, community-level resilience hubs, which are public-serving spaces that provide shelter and essential services during extreme weather, natural hazards, or other events causing or contributing to an emergency or disaster, such as dangerous wildfire woodsmoke, toxic releases, industrial fires, or similar hazardous chemical incidents. These community-level resilience hubs can also serve as community-convening spaces that provide educational activities and related emergency and disaster preparedness resources to community residents year-round.

**Strategy 6: Brownfield Redevelopment for Emissions Reduction and Climate Resilience**

Many disadvantaged communities contain brownfield sites that impede economic development. Redeveloping brownfields provides an opportunity to make investments that contribute to community revitalization, resilience, and GHG emissions reduction. Redeveloping brownfield sites also supports infill development that significantly reduces residential vehicle use and the associated GHG emissions. Strategy 6 supports the redevelopment of brownfield sites that have already been cleaned up, or where a site assessment indicates that cleanup is not necessary for reuse. These projects should seek to improve energy efficiency through investments in low- and zero-emission technologies, integrate climate resiliency, and / or mitigate climate change impacts while also promoting economic development and improving public health for residents. Examples could include construction of a public park or partnering on a LEED Certified low-income housing project on a former brownfield site.

Note: Projects funded under this Climate Action Strategy must be performed on sites where cleanup is complete or where the site does not require any cleanup activities for the intended use or reuse of the site.

**Strategy 7: Waste Reduction and Management to Support a Circular Economy**

Disadvantaged communities often bear the brunt of environmental contamination from improper disposal of physical waste, or from disposal in landfills adjacent to those communities. This strategy supports circular economy<sup>5</sup> activities and promotes sustainable use of natural resources to keep materials and products in circulation for as long as possible, resulting in the reduction of GHG emissions and other pollution across a product's lifecycle. Examples of these projects may include efforts to reduce food waste (e.g., composting, anaerobic digestors), or to promote the reduction, reuse, and recycling of disaster debris, construction and demolition debris, and other materials and products. Project activities should demonstrate that they will result in materials being diverted from end-disposal facilities (e.g., landfills, incinerators) to reduce GHG emissions, toxic air pollution, and soil and water pollution.

**Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants**

Individuals in disadvantaged communities often lack pathways into fast-growing and well-paying job opportunities related to environmental and climate justice. This strategy allows applicants to propose workforce development programs to enable individuals in these communities to pursue career pathways in fields related to the reduction of GHG emissions and other air pollutants. Strong workforce development proposals should include all three of the following features, as detailed in Appendix C: (1) multi-sectoral partnerships that bring together workforce expertise and enable pathways into high-quality careers that help reduce GHG emissions and other air pollutants; (2) high-quality training models, such as pre-apprenticeships or Registered Apprenticeship Programs, that are worker-centered, demand-driven, and lead to good jobs that help reduce GHG emissions and other air pollutants; and (3) strategies for recruiting and retaining individuals from disadvantaged communities, especially for populations that face barriers to employment. Given that workforce development opportunities can be significant to achieving environmental and climate justice in many communities, EPA anticipates making a minimum of fifteen awards for high-ranking applications that include a workforce training program as further described in [Section V.E](#). Note that it is a statutory requirement that workforce development activities funded under this program be focused specifically on reducing greenhouse gas emissions and other air pollutants.

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<sup>5</sup> A circular economy keeps materials, products, and services in circulation for as long possible.



**Requirement 2. Pollution Reduction Strategies:** Applications must include at least one project aligned with at least one of the Pollution Reduction Strategies identified below. When addressing the strategy in their application, applicants should describe relevant challenges faced in the Project Area and how the selected Pollution Reduction Strategy(ies) will address those challenges. Each Pollution Reduction Strategy outlined below is focused on pollution monitoring, prevention, and remediation of quantifiable and health-harming pollutants.

Applications that include activities to increase monitoring capabilities or raise community awareness of pollution must also include an associated remediation, implementation, or infrastructure pollution reduction project that addresses the identified pollution issue.

Examples of project activities and guidelines associated with the strategies can be found in Appendix D. While applicants may select from among the examples in the Appendix, applicants may also submit other types of project activities as long as they are consistent with a Pollution Reduction Strategy described in [Section I.G](#) of the NOFO and are eligible for funding under §138(b)(2) of the CAA.

### **Strategy 1: Indoor Air Quality and Community Health Improvements**

Disadvantaged communities often face high levels of indoor air pollution from several sources, including mold, lead paint, radon, asbestos, fossil fuel combustion, and pollution from outdoors that seeps inside. These pollutants can have a detrimental impact to human health, particularly for vulnerable populations including children, the elderly, and people with health conditions like asthma and heart disease.<sup>6</sup> Activities under Strategy 1 can include education on air toxins / toxics and how to monitor them (e.g., curriculum development, outreach strategies, public education activities) and direct assessment and remediation to reduce harmful air pollution (e.g., installation of filtration systems, building retrofits that address multiple sources of pollution, replacement of wood heaters that do not meet EPA standards, asbestos abatement in schools).

### **Strategy 2: Outdoor Air Quality and Community Health Improvements**

Outdoor air pollution from mobile and stationary sources can compromise human health and the environment in many ways, including by triggering asthma attacks and heart attacks, exacerbating respiratory disease, and causing children and adults to miss school and work on bad air days. Activities funded under Strategy 2 could include: funding the purchase, upgrade, and / or maintenance of equipment and technology to allow for the inspection, testing, monitoring, and sampling of air pollution; purchasing equipment that limits community exposure to outdoor air pollutants; and reducing exposure to near-road pollution, pollution from airports and ports, and mobile source pollution. This could include land use and zoning policies that enable households to live in affordable, dense, and vibrant communities within urban and rural areas. These activities can be bolstered by educating the public on air toxins / toxics and how to monitor them (e.g., curriculum development, outreach, public education), and communication of air pollution assessment results to reduce exposure, including during environmental emergencies or events where the risk of pollution exposure is high.

### **Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience**

Disadvantaged communities often lack access to clean water and clean drinking water. Functional water infrastructure is essential for protecting the quality of drinking water resources as well as the safety of recreational waters communities use for subsistence fishing, swimming, and other activities everyone deserves to enjoy. Strategy 3 addresses challenges communities face in accessing clean, reliable drinking water and wastewater treatment. Projects funded under this strategy may include focused

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<sup>6</sup> [Indoor Air Quality \(IAQ\)](#).

infrastructure investments that can be completed within the three-year project period and within the funding amounts specified in this NOFO, as well as assessment and planning that will enable communities to better access tens of billions of dollars in federal water infrastructure funding from other sources such as EPA's Clean Water and Drinking Water State Revolving Funds. Targeted infrastructure projects can include identification and replacement of lead pipes in homes and public spaces, improved resilience of water systems through deployment of backup power such as onsite renewable energy and storage, targeted efficiency upgrades, septic to sewer conversions, lining waste lagoons, and investments in redundancy such as backup wells. Assessment and planning efforts could include, for example, a leak detection and pipe replacement plan, or a PFAS monitoring program that informs a funding application to one of several sources of state and federal funding.

#### **Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste**

Disadvantaged communities are disproportionately exposed to solid and hazardous waste, which negatively impacts public health. This strategy supports pollution prevention, recycling, and disposal activities related to the management of solid and hazardous waste, such as discarded electronics, tires, single-use plastics, and other disposable items. Community-level responses to these challenges could include, for example, the purchase of equipment and the development of facilities to manage solid and hazardous waste to improve public health outcomes. Brownfields cleanup is not contemplated under this strategy and is not a Community Change Grants program priority.

**Requirement 3. Community Engagement and Collaborative Governance Plan:** Track I applications must include a Community Engagement and Collaborative Governance Plan. Successful implementation of environmental and climate justice projects requires relationships and meaningful engagement among an ecosystem of community leaders and members alongside partners across many sectors. This plan is required to help ensure that grant activities are driven and informed by the views of the Project Area community and are accomplished through collaboration among key stakeholders. The plan should describe how the applicant will engage, educate, and be responsive to community members throughout project development and / or implementation. Additionally, the plan should incorporate a Collaborative Governance Structure that demonstrates how the Lead Applicant and Collaborating Entities (as described in [Section III.A](#)) will work together to successfully implement the grant in a timely, effective, and equitable manner.

The Community Engagement and Collaborative Governance Plan cannot exceed 10 single spaced pages – excess pages will not be reviewed. It should address the following elements and any others the applicant deems relevant to their projects:

- **Past Community Outreach and Engagement Conducted:** The applicant should demonstrate what outreach and engagement methods were used to engage with the Project Area community, including any with specific neighborhoods or groups, and how this impacted the selection of the strategies and associated projects as well as the applicant's implementation approach.
- **Community Engagement Plan Implementation:** The applicant should demonstrate the specific community engagement methods, as well as how they will mitigate barriers and involve relevant governmental stakeholders, necessary to support overall implementation including:
  - **Clear Methods for Engagement and Transparency:** The applicant should describe the following elements:
    - Outreach methods that provide opportunities for broad and diverse community member involvement in project development and / or implementation and feedback during grant performance.
    - Transparent mechanisms that will promote meaningful accountability to the needs and preferences of residents in the Project Area.

- Mechanism(s) that will be used to continuously inform the community before and during project implementation on project status, benefits available to them through the project, and indicators being tracked, such as air quality improvements or trees planted.
  - **Mitigating Barriers:** The applicant should describe measures to minimize and mitigate barriers around community engagement and participation in project development and / or implementation including but not limited to those related to linguistic differences, communication challenges, disabilities, inaccessible technology, lack of trust or awareness, transportation, childcare, and elderly / adult care.<sup>7</sup>
  - **Government Involvement:** As applicable, the applicant should demonstrate the support and involvement of government agencies needed to facilitate successful grant performance. For example, projects that intersect with local-government authorities such as permitting, planning, and zoning are encouraged to demonstrate the involvement and cooperation of local government authorities.
- **Collaborative Governance Structure:** The applicant should provide details regarding the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents and / or community-selected representatives for implementing, managing, and overseeing the application's project activities, including how they should meet regularly to discuss project implementation. The description should include at a minimum:
  - Outreach methods to solicit community representatives and processes to choose representatives to enable a broad cross-section of community representatives to participate so different voices are heard.
  - An explanation of how the Lead Applicant and Collaborating Entities will coordinate with each other and community members to inform and engage the community on project development and progress.
  - An outline of the planned decision-making processes between the Lead Applicant and Collaborating Entities, including procedures to ensure that decisions are transparent and can be made in an expedited manner when necessary.
  - Processes for replacing a Collaborating Entity to ensure that the replacement entity has comparable skills, qualifications, expertise, community support, and experience to avoid any adverse impact on grant performance. EPA approval of the qualifications, expertise, and experience of the replacement Collaborating Entity will be required pursuant to 2 CFR 200.308I(2) and / I(c)(6).

Note: Awards may include terms and conditions requiring that subaward agreements between the Lead Applicant and Collaborating Entities (including the Statutory Partner described in [Section III.A](#)) contain provisions reflecting certain of the requirements above.

**Requirement 4. Community Strength Plan:** Track I applications must include a Community Strength Plan. Advancing environmental and climate justice requires bolstering the strength and economic prosperity of a community for the benefit of local residents, while also ensuring those residents can remain within the community and benefit from the investments over the long term. [Executive Order 14096](#), *Revitalizing Our Nation's Commitment to Environmental Justice for All*, states, “Advancing environmental justice will require investing in and supporting culturally vibrant, sustainable, and resilient communities in which every person has safe, clean, and affordable options for housing, energy, and transportation. It is also necessary to prioritize building an equitable, inclusive, and sustainable economy that offers economic opportunities.

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<sup>7</sup> Refer to the EPA Office of Grants and Debarment Guidance on Selected Items of Cost for Recipients, EPA Guidance on Participant Support Costs, and EPA Subaward Frequent Questions, including for additional information on paying for light refreshments, providing dependent care stipends or services for community meeting participants, and meeting participant transportation stipends.

Pursuing these and other objectives integral to advancing environmental justice can successfully occur only through meaningful engagement and collaboration with underserved and overburdened communities to address the adverse conditions they experience and ensure they do not face additional disproportionate burdens or underinvestment.”

In alignment with this Executive Order and to help EPA assess whether the proposed projects will benefit disadvantaged communities, as required by §138(b)(1) of the CAA, this plan should describe how the projects in the application are intended to (1) maximize the economic benefits of the projects for existing residents in the Project Area, and (2) avoid unintended consequences for existing residents in the Project Area including the displacement of residents in the Project Area.

This plan cannot exceed 5 single-spaced pages – excess pages will not be reviewed. Consistent with the above discussion, the plan should address the following elements.

### **1. Maximizing Economic Benefits of Projects:**

The plan should describe how the projects included in the application will maximize economic benefits for individuals in the Project Area, including priority populations defined in footnote 3.

Examples of economic benefits, as described below, could include (1) opportunities for local small businesses or contractors; (2) jobs for community members; (3) financial savings for residents; and other similar benefits, in alignment with EPA grant regulations and applicable law.<sup>8</sup>

- **Business Opportunities:** Applicants may need to hire contractors to carry out certain project activities. Applicants may inform local businesses of open solicitations and encourage them to compete for contracts. For example, applicants may consider partnering with their local government’s small business office to broadly advertise contracting opportunities. Similarly, applicants should make a “good faith effort” to provide disadvantaged business enterprises (DBEs) with an opportunity to compete for contracts in accordance with [EPA’s 40 CFR Part 33 Disadvantaged Business Enterprise rule](#).<sup>9</sup>
- **Job Opportunities:** Applicants may propose measures to facilitate the employment and retention of workers from disadvantaged communities on funded projects. For example, applicants may propose developing recruitment strategies in partnership with their local workforce development board; funding supportive services for workers on grant-funded projects (e.g., transportation, childcare, mental health supports), coordinating such services with local social service providers; or establishing goals for hiring individuals from disadvantaged communities on the projects and transparently tracking progress toward those goals. Applicants may propose measures to increase community awareness of these job opportunities and the associated skill requirements, such as hiring workshops or job fairs. Applicants may also describe specific measures that will ensure Project Area residents are developing skills that are necessary to take advantage of existing or future jobs in professions contributing to the reduction of GHG emissions and other air pollutants.

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<sup>8</sup> Note that applicants are not bound by statutory or administrative local-preference requirements, per 2 CFR 200.319(c).

<sup>9</sup> Note: Please carefully review Section IV.d, “Contracts and Subawards,” of EPA’s Solicitation Clauses that are incorporated by reference in this NOFO in [Section I.J](#). EPA expects recipients of funding to comply with competitive procurement contracting requirements. The Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor’s role in preparing an application or a firm or individual’s “unique” qualifications. For example, applicants cannot name local contractors as part of this Community Strength Plan without adhering to these competitive procurement requirements.

Note: Jobs funded under this program should be high-quality jobs, in alignment with the U.S. Department of Labor and Commerce's [Good Jobs Principles](#), as described in Appendix E. Applicants may propose measures to increase the likelihood that these will be good jobs for individuals from disadvantaged communities, such as training for employers / contractors on grant-funded projects to promote best practices such as equal opportunity recruitment and hiring practices, good benefits, healthy organizational culture, and opportunities for advancement. Additionally, jobs for construction activities funded under this grant will be required to pay prevailing wage rates, as required by CAA § 314 and the Davis-Bacon and Related Acts.

- **Financial Savings:** Applicants may also describe how and the extent to which Project Area residents will receive direct economic benefits from the Climate Action and Pollution Reduction projects in the applications, such as through energy bill savings or affordable zero- or low-emission transportation solutions. The plan may also discuss how the applicant plans not only to deliver these benefits for residents in the short-term but also to preserve them for the long-term. As an example, applicants working on a transportation project that will deliver immediate cost savings for residents may negotiate with a vendor / contractor to lock-in long-term cost savings for community members.

Applicants may consider using tools to align stakeholders around these benefits, such as a Community Benefits Agreement (CBA), which is a legally binding contract that defines benefits. Parties to a CBA may include CBOs, neighborhood associations, local government entities, contractors and developers, and other similar project stakeholders. Applicants are reminded of the three-year period of performance for the grant and should be prepared to expeditiously begin the negotiation of community benefits to prevent project delays.

## **2. Displacement Avoidance:**

Benefits to disadvantaged communities can be evaluated by whether residents are able to retain the benefits of EPA-funded projects over the short and long-term. While climate action and pollution reduction can have a positive impact on a community, those benefits can also lead to unintended consequences, such as increased costs of living in a Project Area. Given that the purpose of CAA §138 is to fund activities that will benefit disadvantaged communities, applicants should describe measures to increase the likelihood that existing community members of the Project Area will benefit from investments in both the immediate and long term.

Applicants should discuss potential short-term and long-term risks associated with the proposed projects to residents, small businesses, nonprofits, and other community members in the Project Area. Applicants should assess and describe the community's vulnerability to rising costs attributable to the proposed projects and assess potential impacts to households, small businesses, and other existing groups. Based on the specific risks identified, applicants should describe measures for mitigating those risks as applicable. Some measures can mitigate these displacement vulnerabilities in the short-term, whereas other measures can have long-term impacts. For example, for projects that increase the energy efficiency of multi-family housing facilities, and that may have the unintended effect of raising rents for those facilities, the approach may focus on outreach / education to residents, such as information packets, tenant protection workshops that feature information about tenant rights under applicable state and local laws, or other educational activities. Other approaches may focus on securing commitments from landlords benefiting from EPA-funded property improvements to extend affordable housing covenants or agree not to raise rents

unnecessarily.<sup>10</sup> Applicants can also describe how they will work with relevant entities, such as local governments, to create policies, plans, or programs to mitigate unintended impacts of the EPA-funded investments.

Applicants should describe any work already underway in the Project Area that would mitigate these risks, or existing policies, ordinances, or programs that are relevant. For example, an applicant could describe any ordinances in the Project Area designed to expedite construction or availability of additional affordable housing. Applicants can also describe any Climate Action and Pollution Reduction Strategies proposed as part of this application that might help mitigate displacement risks by providing project co-benefits. For example, a strategy that promotes increased housing density as a tool to reduce emissions could have the co-benefit of reducing housing costs by increasing housing supply.

**Requirement 5. Readiness Approach:** Given the statutory requirement that all Community Change Grants must be completed within three years, applicants must describe their approach for initiating grant performance upon award, or generally within 120 days after award, in compliance with the requirements in 2 CFR Parts 200 and 1500, 40 CFR Part 33 that apply to all EPA grants so they can successfully complete the grant within the three-year period.

This includes addressing the readiness considerations listed below, and any others, that are applicable to the projects and how they will be met. If any of the below considerations are not applicable, the application should explain why not.

- **Government Approvals:** If government approval at any level (e.g., construction permits) is necessary to implement or perform a project, the applicant must demonstrate that they have obtained such approval. If such approval has not been obtained, then the applicant must demonstrate how they will obtain it immediately after award, so it does not impede grant implementation.
- **Federal Requirements for Construction Projects:** Applicants must demonstrate that they have systems in place, or a plan to have such systems in place immediately after the grant award, to comply with CAA § 314 and the Davis-Bacon and Related Acts prevailing wage requirement, the Build America Buy America domestic preference requirement, and other cross-cutting statutory and Executive Order requirements that apply to Federally funded construction projects.
- **Alignment with Existing Plans:** Applicants must demonstrate that the project(s) in the Project Area as defined in Appendix A are consistent with any community development, climate resilience, or hazard mitigation plans, or other comparable government land use restrictions.
- **Site Control:** Applicants must demonstrate that they own or control the site where a project will be performed or that they will have legally binding access or permission to the site so they can perform the project(s).
- **Operations and Maintenance:** Applicants must describe their operations and maintenance plan and financing approach for their project's infrastructure investments, if relevant, which may include long-term service costs, fee structures, detailed indebtedness for all properties, and other relevant information demonstrating how operations and maintenance of the investment will be assured during and after the grant award.

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<sup>10</sup> Note that any agreements must be in alignment with local and state housing laws. For example, in some instances, state or local law may allow a landlord to raise rents to compensate for increases in property taxes attributable to the value of EPA funded improvements.



**Requirement 6. Compliance Plan:** Applicants must submit a Compliance Plan that describes how they will: (i) ensure compliance with the grant’s terms and conditions, including 2 CFR § 200.302(b) (financial management), 2 CFR § 200.303 (internal controls), and 2 CFR § 200.332 (requirements for pass-through entities); and (ii) manage broader legal and compliance risks.

## H. Funding Track II: Meaningful Engagement for Equitable Governance

Under this track, eligible applicants may submit projects, as described in CAA § 138(b)(2)(E), for “facilitating engagement of disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes.” EPA has interpreted “other public processes” as encompassing local, Tribal, and other governmental processes. All funded activities under this NOFO must comply with federal, state, and local laws and regulations, including but not limited to:

1. 2 CFR 200.435(b), which restricts the use of grant funds to defend a recipient that is subject to a criminal, civil or administrative proceeding against it commenced by any government for fraud or similar offenses;
2. 2 CFR 200.435(g), which precludes the use of grant funds to prosecute claims against the federal Government; and
3. 2 CFR 200.450(c), which restricts the use of federal funds by nonprofit organizations for certain lobbying or electioneering activities but does not preclude the use of federal funds to promote adoption of local ordinances, including those related to zoning.
4. 40 CFR Parts 5 and 7, which prohibit discrimination on the basis of race, color, national origin (including limited-English proficiency), disability, sex, and age by recipients and subrecipients of federal financial assistance.

### **Track II Objectives**

Section 138 of the CAA provides that grants may be awarded for the purpose of “facilitating engagement of disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes.” Accordingly, Track II applications intend to build the capacity of communities and governments to evaluate and redress environmental and climate injustices by giving disadvantaged communities a meaningful voice in government decision-making processes. By supporting direct participation of disadvantaged communities in the development and implementation of solutions, policies, and programs, the Community Change Grants can help close equity gaps and redress environmental and climate injustices.

Track II applications should focus on breaking down systemic barriers to community participation in government processes impacting environmental and climate justice. This can be done by creating engagement and feedback mechanisms with two-way communications between community members and government decision-makers. Applications should focus on ways to provide disadvantaged communities with information about issues that directly impact them, while simultaneously creating mechanisms for the government to gather input to ensure community needs inform decision-making and are integrated into government processes and policies. Applications in this track should strive to enable communities to play a meaningful role in making and implementing decisions.

Effective projects should also involve partnerships between community organizations, governments, philanthropic organizations, the private sector, and / or third-party facilitators and evaluators who can support collaboration across sectors to facilitate the engagement of disadvantaged communities in governmental decision-making processes.

## **Track II Project Examples**

The following are examples of activities that may be proposed under Track II. Applicants may expand or refine these examples or submit projects that are not listed below if they demonstrate how they will facilitate the engagement of disadvantaged communities in governmental processes.

### **Example 1. Educational and Training Programs**

These projects prepare, train, and educate members of disadvantaged communities on how to engage in government processes related to environmental and climate justice activities.

Examples of activities that could be performed under this type of project include but are not limited to:

- Creating a leadership development program that trains community members to identify environmental and climate justice challenges, devise strategies to address them, and recommend actions to governmental authorities. Example topics could include how to review public sector budgets, navigate specific processes such as land-use ordinances or National Environmental Policy Act (NEPA) reviews, and participate effectively in public meetings. The [EPA EJ Academy](#) is an example of a type of project applicants may consider developing for their own community.
- Designing and implementing a training program to help members of disadvantaged communities effectively participate in advisory boards, commissions, land use authorities, or other bodies that involve community members in environmental and climate related policy making.
- Partnering with a government to develop and / or implement Equity Action Plans that identify and address barriers to equity and opportunity and discrimination that disadvantaged communities may face. Equity Action Plans should meaningfully incorporate community input and result in city-or-statewide transformational, equitable change in environmental or climate related policies. For informational purposes only, please find [here](#) a link to Equity Action Plans developed by federal agencies that may help applicants with designing and preparing these types of projects.

### **Example 2. Environmental Advisory Boards (EABs)**

These are projects that facilitate the engagement of disadvantaged communities in environmental decision-making by establishing advisory councils, taskforces, or similar bodies to engage with government. These boards should have regular meetings to create consistent opportunities for disadvantaged communities to provide recommendations on actions government entities should take to address environmental and climate justice challenges. These bodies should include members from disadvantaged communities, may include additional representatives from other stakeholder groups that can effectively represent important and related perspectives (including Tribal, academia, youth / elderly / disability populations, government, etc.).

Examples of activities under an EAB-type project may include but are not limited to facilitating the engagement and involvement of disadvantaged communities in governmental processes at different levels of government to provide input, recommendations, and advice on matters such as:

- Permitting decisions for factories or industrial sites.
- Community infrastructure upgrades to address pollution and climate concerns.
- Zoning and siting guidance for fence-line / frontline communities<sup>11</sup> such as new school placements, highway construction, and industrial and commercial uses of land.

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<sup>11</sup> A fence-line community or frontline community is generally one immediately adjacent to high polluting facilities such as industrial parks, manufacturing facilities, or commercial facilities and is directly affected by the noise, odors, traffic, and chemical and pollution emissions of the operations of these entities.



- Issues and actions of municipal and public utilities related to workforce development, drinking water shutoffs, drinking water quality and affordability, and aging wastewater treatment infrastructure in / near disadvantaged communities.

### **Example 3. Collaborative Governance Activities**

These are projects that facilitate the process of providing recommendations and implementing decisions that will benefit disadvantaged communities. Projects can focus on creating collaborative bodies with members from and / or representing the interests of disadvantaged communities, governmental entities, and other stakeholders to work on environmental and climate justice issues.

Functions these bodies may focus on include co-producing solutions with disadvantaged communities to identify and address environmental issues. This could be done through obtaining feedback from a wide range of experts and stakeholders, including but not limited to those working in public health, housing, economic development, environmental justice, and other relevant fields, to identify environmental and directly related public health issues, develop solutions, and then work towards implementing the ideas with the necessary parties.

Examples of activities under a collaborative governance project may include but are not limited to facilitating the engagement and involvement of disadvantaged communities in governmental processes on matters such as:

- Participating in the development of one or more community benefits agreements to help ensure that environmental projects funded by federal, state, and / or private entities meaningfully engage and account for community needs. For informational purposes only, the resource [here](#) from the Department of Energy provides information that may help applicants with designing and preparing these types of projects.
- Creating a governance body or “development community” for a brownfields post-cleanup redevelopment project.<sup>12</sup>
- Creating a source water protection plan to protect public health and reduce burdens on water systems.
- Recommending organizational changes to government entities that make them more receptive and sensitive to the environmental and climate justice concerns of disadvantaged communities.

### **Example 4. Participation in Governmental Funding and Budgeting Processes**

These are projects that use participatory budgeting to inform public spending on environmental priorities. Participatory budgeting is an approach to making decisions about governmental spending that is focused on meaningfully and deeply engaging the community in governmental funding processes. Projects can enable community-based organizations to partner with a public entity to design and implement processes whereby members of disadvantaged communities have input into, and influence, decisions about how to allocate public budgets for environmental and climate justice priorities. An example of a project using participatory budgeting could involve designing a program where the community identifies problems, evaluates proposals, and recommends decisions for public funding of projects that implicate environmental and climate justice issues.

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<sup>12</sup> U.S. Department of Health & Human Services. [Build a Development Community](#).

## I. EPA Strategic Plan Linkage, Anticipated Outputs, Outcomes & Performance Measures

### 1. Strategic Plan Linkage

Awards made under this NOFO will support the following goals and objectives of the [FY 2022-2026 EPA Strategic Plan](#). Applications must explain how their projects will further these goals and objectives.

Goal 2: Take Decisive Action to Advance Environmental Justice and Civil Rights

- Objective 2.1: Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels which includes the strategy of Building Community Capacity and Climate Resilience and Maximizing Benefits to Overburdened and Underserved Communities: EPA will increase support for community-led action by providing unprecedented investments and benefits directly to communities with environmental justice concerns and by integrating equity throughout Agency programs.

Depending on the projects included in them, awards will also support and advance the following EPA [Strategic Plan Goals](#) as applicable:

- Goal 1: Tackle the Climate Crisis
- Goal 4: Ensure Clean and Healthy Air for All Communities
- Goal 5: Ensure Clean and Safe Water for All Communities
- Goal 6: Safeguard and Revitalize Communities; and
- Goal 7: Ensure Safety of Chemicals for People and the Environment.

### 2. Environmental Results: Outputs and Outcomes

Pursuant to [EPA Order 5700.7A1, Environmental Results under Assistance Agreements](#), applicants must describe the environmental outputs and outcomes to be achieved under the award. Applicants should specifically describe the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to the goals and objectives of the Community Change Grants program.

The following questions may be useful to consider when developing output and outcome measures of quantitative and qualitative results:

- What measurable short- and longer-term results will the grant achieve?
- How will the Lead Applicant and Collaborating Entities measure progress in achieving the expected results (including outputs and outcomes), and how will the approach to measuring progress use resources effectively and efficiently?
- Are the projected outputs and outcomes specific and detailed? Are specific target measures included where possible? Are target measures reasonable and achievable within the project period and for the funding amount?

See Appendix F for further details on expected outputs and outcomes from Track I and II awards.

### 3. Performance Measurement Plan

The evaluation component of the Community Change Grants is essential. In their Performance Measurement Plan, applicants should describe how they plan to track and measure their project

implementation and progress towards achieving the expected outputs and outcomes, including those identified in Appendix F, throughout the performance period.

Generally, higher quality performance measurement plans include specific target metrics for both outputs and outcomes. The applicant's performance measurement plan should help gather insights, will be a mechanism to track progress toward output and outcome objectives, and may provide the basis for developing lessons learned to inform future funding recipients.

Applicants should incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting project goals. Applications may include funding in the budget for personnel with expertise in planning, designing, developing, implementing, and evaluating programs.

## J. Additional Provisions for Applicants Incorporated into the NOFO

Additional provisions that apply to Sections III, IV, V, and VI of this NOFO and / or awards made under this NOFO can be found at [EPA Solicitation Clauses](#). These provisions are important for applying to this NOFO, and applicants must review them when preparing applications for this NOFO. If you are unable to access these provisions electronically at the website above, please email [CCGP@epa.gov](mailto:CCGP@epa.gov) to obtain the provisions.

## Section II. Federal Award Information

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### A. Number and Amount of Awards

EPA anticipates awarding approximately \$2 billion in funding through this NOFO depending on funding availability, quality of applications received, EPA priorities, and other applicable considerations. Awards under Track I are expected to be between \$10-20 million each and cannot exceed \$20 million. Awards under Track II are expected to be between \$1-3 million each and cannot exceed \$3 million. EPA expects to award approximately \$1.96 billion for about 150 Track I awards, including those under the Target Investment Areas described below in B, and approximately \$40 million for about 20 Track II awards. These amounts are estimates only, and EPA reserves the right to increase or decrease the total number of awards and funding amounts for each Track contingent on the quality of applications received, the amount of funds awarded to selected applicants, budget availability, and / or agency priorities and programmatic considerations. In addition, given that workforce development programs as described in [Section I.G](#) can be significant to achieving environmental and climate justice in many communities, EPA anticipates making a minimum of fifteen awards for high-ranking applications that include a workforce training program(s) as further described in [Section V.E](#).

### B. Target Investment Areas (TIA) for Track I Applications

Out of the \$2 billion in funding, EPA has identified five Target Investment Areas (TIA) listed below to help ensure that communities with unique circumstances, geography, and needs can equitably compete for funding. The amounts are estimates only and subject to change based on the number and quality of applications received, funding considerations, and agency priorities. Applicants interested in submitting an application for projects benefitting a TIA must identify this in their application. Consistent with the Track I evaluation process described in [Section V](#), applications for these areas will be evaluated against each other (for example, applicants for TIA C will be evaluated against other applicants for TIA C). Applications for the TIAs must address the Track I application requirements identified in [Section I.G](#).

- TIA A: Tribes in Alaska: an estimated \$150 million for projects benefitting Indian Tribes in Alaska.
- TIA B: Tribes in the Continental United States and Hawaii: an estimated \$300 million for projects benefitting Tribal communities outside Alaska. This also includes projects benefitting Tribal communities that are in the Border Area identified below in E.
- TIA C: Territories: an estimated \$50 million for projects benefitting disadvantaged communities in the United States' territories of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.
- TIA D: Disadvantaged Unincorporated Communities: an estimated \$50 million for projects benefitting disadvantaged unincorporated communities as defined in Appendix A.
- TIA E: United States (U.S). – Southern Border Communities: Consistent with EPA's longstanding approach to addressing transborder climate and pollution challenges, an estimated \$100 million for projects benefitting non-Tribal disadvantaged communities within 100 kilometers north of the U.S.-Mexico border.

#### **Special Requirements for Cross-Border Projects to Benefit U.S. Disadvantaged Communities**

EPA's strong preference is that the work for all projects to be performed under the awards made through this NOFO will be performed entirely within the United States. However, in limited circumstances, projects to benefit U.S. disadvantaged communities near an international border may require some international work to be performed within 100 kilometers of that border (e.g., within 100 km south of the U.S.-Mexico

border for a TIA E application, or within 100 km north of the U.S.-Canada border for any application). In those limited cases, to be eligible for funding consideration, the applicant must demonstrate in their application that:

- The project(s) will directly and predominantly benefit disadvantaged communities in the U.S., for example by monitoring and / or preventing pollution from an international source that is impacting the disadvantaged community in the U.S.
- Any work outside of the U.S. is necessary for the project(s) to be successful in benefitting the disadvantaged communities in the U.S. — e.g., the project(s) will not be effective otherwise.
- Any work outside of the U.S. will not be a substantial part of the project.
- The applicant will ensure that any work outside of the U.S. will be timely and properly completed and monitored to ensure it is effectively performed.

Failure to address how the application meets these conditions will render the application ineligible for review as stated in Section III.D. Applications involving cross-border work that are selected for award must address any cross-border work issues (e.g., site access and control) during the workplan negotiations following selection and before award. The appropriate terms and conditions will be included in the grant. Projects benefitting Project Areas along the U.S.-Mexico Border should be consistent with guidance and best practices outlined by EPA's Border Program.<sup>13 14</sup>

### C. Rolling Application Submittal and Review Process, Application Award Limits, and Application Resubmission Procedures

1. Applications may be submitted under this NOFO through November 21, 2024, to provide applicants, to the maximum extent practicable, flexibility on when to submit an application. Applications will be reviewed and evaluated on a rolling basis as described in [Section V](#) to facilitate and expedite the review and award process. EPA cannot guarantee that funding will be available through the end of the NOFO 12-month application period as funding availability is dependent on the volume and quality of applications received, as well as other applicable programmatic and funding considerations. As such, it is possible that funding could be exhausted before the conclusion of the 12-month rolling application period.
2. Under this NOFO, Lead Applicants, as defined in [Section III.A](#), may submit a maximum of two applications and receive up to two awards if they demonstrate their capacity and capabilities to effectively perform, manage, oversee, and complete both awards within the three-year grant period of performance. The two applications may be either two Track I applications or two Track II applications, or one of each. Lead Applicants who submit more than two total applications will be asked to withdraw the excess one (s). EPA will not review more than two applications from any one Lead Applicant.
3. Lead Applicants whose initial eligible application(s) is not selected for funding may, after timely requesting and receiving a debriefing on the application (as described in the Section VI Debriefings and Disputes clauses included in the [EPA Solicitation Clauses](#)), resubmit a revised application one additional time while the NOFO remains open. For example, if a Lead Applicant submits two eligible applications and both are not initially selected for funding, they may resubmit each application one additional time within the 12-month NOFO open period as explained above and further below. There is no guarantee that resubmissions, even after a debriefing, will be selected

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<sup>13</sup> [United States – Mexico Environmental Program.](#)

<sup>14</sup> [U.S.-Mexico Border Program – Borderwide Resources.](#)

for funding. In addition, applicants who submit applications towards the end of the 12-month rolling period may not have an opportunity to resubmit the application because the NOFO is expected to close for applications on November 21, 2024. While EPA intends to review applications and provide debriefings as expeditiously as possible, applicants should keep this in mind when determining the timing of their application submission to ensure there is sufficient time for a resubmission.

4. The resubmitted application must be clearly identified as a resubmission of a previously submitted application by providing the date of the original submission through [www.grants.gov](http://www.grants.gov) and / or the date of the EPA debriefing in the updated application package. The resubmission should take into consideration the feedback received during a debriefing and any other relevant considerations, and it cannot be a completely different application from the one initially submitted. If EPA determines, in its sole discretion, that it is a different application bearing little resemblance to the original application, it may be rejected and not reviewed.

## D. Conditional Awards

EPA may make conditional awards under this NOFO, which will be subject to applicable terms and conditions in the grant award.

## E. Period of Performance

The period of performance of every grant funded under this NOFO cannot by statute exceed three years. There can be no extensions. Projects must be designed to be successfully and effectively completed within three years. EPA anticipates that the first awards under this NOFO will be made in the late Spring of 2024 and will continue to be made on a rolling basis until funding is exhausted. EPA cannot predict when funding will be exhausted since it is dependent on the volume and quality of applications received, as well as other applicable programmatic and funding considerations. As such, it is possible that funding could be exhausted before the 12-month rolling application period is over.

## F. Partial Funding

EPA reserves the right to partially fund applications by funding discrete portions or phases of applications. If EPA decides to partially fund an application, it will do so in a manner that does not prejudice any applicants or affect the basis upon which the application, or portion thereof, was evaluated and selected for award, and therefore maintains the integrity of the competition and selection process. **To facilitate consideration of an application for partial funding, if applicable, EPA recommends that applications separate costs for the proposed grant in the program budget by project category, to the extent practicable.**

## G. Additional Awards

EPA reserves the right to make additional awards under this NOFO, consistent with EPA policy and guidance, if additional funding becomes available after all the selections are made under this NOFO. For this NOFO, this only applies to making additional awards for those applications considered during the final monthly review, described in [Section V](#). Any additional selections for awards will be made no later than 6 months after the final monthly review.

## H. Funding Type

EPA anticipates awarding cooperative agreements under this NOFO because it is expected that there will be substantial Federal involvement through the EPA Project Officer with selected applicants in the performance of the grant and for effective EPA oversight of grantee performance. Although EPA will negotiate precise terms and conditions relating to substantial federal involvement as part of the award process with each grantee awarded a cooperative agreement, the anticipated substantial federal involvement may include:

- Closely monitoring the grantee's performance to verify the results reported by the applicant;
- Reviewing proposed procurement, in accordance with the Procurement Standards in 2 CFR Parts 200 and 1500;
- Reviewing evidence of completion of project phases (e.g., planning) before providing approval for the grantee to begin work on the next project phase (e.g., implementation);
- Reviewing the substantive terms of contracts, subawards, or other financial transactions (EPA will not select contractors, subrecipients, or program beneficiaries);
- Approving qualifications of key personnel (EPA will not select employees or contractors employed by the grantee);
- Reviewing and commenting on reports prepared under the cooperative agreement (the final decision on the content of reports will rest with the grantee); and
- Addressing compliance with Build America, Buy America requirements, in accordance with 2 CFR § 184, and providing technical assistance, if necessary, on compliance with CAA § 314 and the Davis-Bacon and Related Acts.

In addition, there may be Federal involvement with selected applicants in the performance of the grant, which may include co-sponsoring community meetings and other events and collaborating during performance of the scope of work.



## Section III. Eligibility Information

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Note: Additional provisions that apply to this section of the NOFO can be found in the [EPA Solicitation Clauses](#).

### **A. Eligible Applicants**

Consistent with CAA §138(b)(3) and Assistance Listing 66.616, applicants eligible to apply and receive grants under this NOFO are (1) a partnership between two community-based nonprofit organizations (CBOs) as defined below, or (2) a partnership between a CBO and one of the following: a federally recognized Tribe, a local government, or an institution of higher education. These types of partnerships for eligibility purposes are known as Statutory Partnerships. Further eligibility requirements are described below.

#### **1. Community-Based Non-Profit Organization (CBO)**

To qualify as a CBO for eligibility purposes, an organization must demonstrate that they are a “nonprofit organization” as defined at 2 CFR 200.1, which “means any corporation, trust, association, cooperative, or other organization that is operated mainly for scientific, educational, service, charitable, or similar purpose in the public interest and is not organized primarily for profit; and uses net proceeds to maintain, improve, or expand the operation of the organization.”

Applicants must include documentation in their application demonstrating that they are a nonprofit organization by one of two ways: 1) a written determination by the Internal Revenue Service that they are exempt from taxation under Section 501 of the Internal Revenue Code, or 2) based on a written determination by the state, territory, commonwealth, Tribe, or other United States governmental entity in which they are located. This can be done, for example, by submitting a letter, certificate, or articles of incorporation from the state where the organization is located that recognizes them as a nonprofit organization. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible to apply. Foreign non-profit organizations cannot qualify as a CBO for eligibility purposes.

In addition to being considered a nonprofit organization, an organization must demonstrate that they are a public or private nonprofit organization that supports and / or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders. A “community,” for these purposes, can be characterized by a particular geographic area and / or by the relationships among members with similar interests and can be characterized as part of a local, regional, or national community where organizations are focused on the needs of urban, rural, and / or Tribal areas, farmworkers, displaced workers, children with high levels of lead, people with asthma, subsistence fishers, and other similar groups. For purposes of this NOFO, the CBO must have a geographic presence or connection in, or relationship with, the specified community that the projects are intended to benefit. For example, national or statewide CBOs must demonstrate the CBO’s connection to the community that will benefit from the grants.

For the purposes of this NOFO, applicants that demonstrate that they are Alaska Native Nonprofit Organizations or Alaska Native Nonprofit Associations are considered CBOs. In addition, Inter-Tribal Consortia may be able to qualify as CBOs if they meet the above requirements. The for-profit Alaskan Native Corporations are not eligible under the CBO definition and therefore are unable to apply as CBOs.



## **2. Local Government (in partnership with a CBO)**

The following units of government within a state, as defined by the regulations in [2 CFR 200.1](#), are eligible to enter a Statutory Partnership with a CBO:

- County
- Borough
- Municipality
- City
- Town
- Township
- Parish
- Local public authority, including any public housing agency under the United States Housing Act of 1937
- Special district
- School district
- Intrastate district
- Council of governments, whether incorporated as a nonprofit corporation under State law; and
- Any other agency or instrumentality of a multi-, regional, or intra-State or local government.

## **3. Federally Recognized Tribe (in partnership with a CBO)**

For the purposes of eligibility for entering into a Statutory Partnership with a CBO, EPA uses the definition of “Indian Tribe” in §302(r) of the CAA which provides that the term “...means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village, which is Federally recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.” Note that this definition does not include Alaskan Native Corporations or State-recognized Tribes.

## **4. Institutions of Higher Education (in partnership with a CBO)**

For the purposes of eligibility for entering into a Statutory Partnership with a CBO, the grant regulations at [2 CFR 200.1](#) state that Institutions of Higher Education (IHEs) are defined at [20 U.S.C. § 1001](#).

EPA also recognizes that it is important to engage all available minds to address the environmental and climate justice challenges the nation faces. Accordingly, EPA encourages Minority Serving Institutions (MSIs) to participate in the grants under this NOFO, including by partnering with a CBO.

For purposes of this NOFO, the following are considered MSIs:

1. Historically Black Colleges and Universities, as defined by the Higher Education Act (20 U.S.C. § 1061(2)). A list of these schools can be found at [Historically Black Colleges and Universities](#).
2. Tribal Colleges and Universities (TCUs), as defined by the Higher Education Act (20 U.S.C. § 1059c(b)(3) and (d)(1)). A list of these schools can be found at [American Indian Tribally Controlled Colleges and Universities](#).
3. Hispanic-Serving Institutions (HSIs), as defined by the Higher Education Act (20 U.S.C. § 1101a(a)(5)). A list of these schools can be found at [Hispanic-Serving Institutions](#).
4. Asian American and Native American Pacific Islander-Serving Institutions; (AANAPISIs), as defined by the Higher Education Act (20 U.S.C. § 1059g(b)(2)). A list of these schools can be found at [Asian American and Native American Pacific Islander-Serving Institutions](#).

5. Predominantly Black Institutions (PBIs), as defined by the Higher Education Act of 2008, 20 U.S.C. § 1059e(b)(6). A list of these schools can be found at [Predominantly Black Institutions](#).

## B. Statutory Partnership Requirements and Collaborating Entities

The Statutory Partnership application is comprised of a Lead Applicant (an eligible CBO, Federally recognized Tribe, local government, or institution of higher education) who enters into a Partnership Agreement with a Statutory Partner (which is another eligible entity – a CBO, Federally recognized Tribe, local government, or institution of higher education) to carry out the grant activities if the application is selected for funding. If the application is selected for award, the Lead Applicant will enter into a subaward with the Statutory Partner that must contain the elements of the Partnership Agreement in Appendix B. The Lead Applicant must include a copy of a written and signed Partnership Agreement with their application to be eligible for funding consideration.

To ensure effective grant performance to meet the objectives of the Community Change Grants outlined in [Section I](#), subawards from the Lead Applicant to other entities to implement and perform specific grant project activities identified in the application will be necessary. These other entities, including the Statutory Partners, are collectively referred to as Collaborating Entities in the NOFO. Given the community centered focus of the Community Change Grants, applications that do not include Collaborating Entities will likely not score well during the evaluation process. Collaborating Entities may include Statutory Partners (CBOs, Federally-recognized Tribes, local governments, and institutions of higher education) and entities that cannot legally be Statutory Partners (e.g., states, territorial governments, and international organizations). However, for-profit firms and individual consultants or other commercial service providers cannot be Collaborating Entities. Subawards made by the Lead Applicant and Collaborating Entities to implement the project strategies and activities under the application must be made consistent with the grant regulations at 2 CFR 200.331 and as permitted in [Appendix A of the EPA Subaward Policy](#).

If selected for award, the Lead Applicant will become the grantee, operating as a pass-through entity for purposes of 2 CFR Part 200 and the [EPA Subaward Policy](#), and taking responsibility for making subawards to Collaborating Entities. The Lead Applicant will also be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant (including the subawards it makes under the grant, and contracts to consultants and procurement contractors selected in accordance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 as well as EPA's 40 CFR Part 33 Disadvantaged Business Enterprise rule). Additionally, as provided in 2 CFR § 200.332, the Collaborating Entities, and other subrecipients, will be accountable to the Lead Applicant for proper use of EPA funding. Note that pursuant to 2 CFR § 200.332(a)(2), as implemented in Items 2 and 4 of EPA's *Establishing and Managing Subawards* [General Term and Condition](#), successful Lead Applicants in the Statutory Partnership must ensure that the terms and conditions of the grant agreement “flow down” to all subrecipients in the subawards. EPA has developed an optional template for subaward agreements, available in [Appendix D of the EPA Subaward Policy](#).

As noted above, Collaborating Entities cannot include for-profit procurement contractors or individual consultants who may be involved in project performance but who receive procurement awards made in compliance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 and 40 CFR Part 33. Further information on procurement and distinguishing between subawards and procurement transactions can be found in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and in [EPA Subaward Policy](#).

## C. Cost-Sharing or Matching Funds

No cost-sharing or matching is required as a condition of eligibility under this NOFO.

## D. Threshold Eligibility Criteria

Applications must meet the threshold eligibility criteria below to be considered for funding. **Applications that do not meet all the applicable threshold eligibility criteria will be deemed ineligible for funding consideration and will not be considered further.** If necessary, EPA may contact applicants to clarify issues relating to threshold eligibility criteria compliance prior to making an eligibility determination. In addition, applicants should contact EPA with any questions about the threshold eligibility criteria prior to submission of their applications. Applicants whose applications are deemed ineligible for funding consideration because of the threshold eligibility review will be notified within 15 calendar days of the ineligibility determination.

Applications must meet the following threshold eligibility criteria to be considered eligible for funding under this NOFO:

1. Applications must comply with the content and submission requirements listed below.
  - Applications must substantially comply with the application submission instructions and requirements set forth in [Section IV](#) of this NOFO or else they will be rejected. However, where a page limit is expressed in [Section IV](#) with respect to the application, or parts thereof, pages in excess of the page limitation will not be reviewed. Applicants are advised that readability is of paramount importance and should take precedence in application format, including selecting a legible font type and size for use in the application.
  - In addition, initial applications must be submitted through Grants.gov as stated in [Section IV](#) of this NOFO (except in the limited circumstances where another mode of submission is specifically allowed for as explained in [Section IV](#)) on or before the application submission deadline published in [Section IV](#) of this NOFO. Applicants are responsible for following the submission instructions in [Section IV](#) of this NOFO to ensure that their application is timely submitted. Please note that applicants experiencing technical issues with submitting through Grants.gov should follow the instructions provided in [Section IV](#), which include both the requirement to contact Grants.gov and email a full application to EPA prior to the deadline.
  - Applications submitted outside of Grants.gov will be deemed ineligible without further consideration unless the applicant can clearly demonstrate that it was due to EPA mishandling or technical problems associated with Grants.gov or SAM.gov. An applicant's failure to timely submit their application through Grants.gov because they did not timely or properly register in SAM.gov or Grants.gov will not be considered an acceptable reason to consider a submission outside of Grants.gov.

**DO NOT WAIT! Register in SAM.gov or Grants.gov as soon as possible.** Finalizing these registrations could take a month or more. You do not want a late registration to prevent you from being able to properly submit your application through [Grants.gov](#).

2. All applicants must meet the eligibility and statutory partnership requirements in III.A and include a Partnership Agreement (See Appendix B) with the application.
3. All applications must demonstrate, as required by CAA § 138(b)(1), that the projects will benefit disadvantaged communities as defined in Appendix A. While projects may have an incidental

benefit to census block groups or other areas that are not considered disadvantaged communities, the applicant must demonstrate how all the projects in the application will primarily benefit disadvantaged communities in the Project Area as defined in Appendix A.

4. Track I applications proposing to serve a geographically-defined community identified as disadvantaged in Appendix A must submit a Project Area Map that defines which specific disadvantaged community the projects and supporting activities will directly benefit.
5. Given the requirement under CAA § 138(b)(1) that all grants must be completed within three years, all applications must describe how the projects in the application, including any construction projects, can be completed within three years of award.
6. All Track I applications must include projects under at least one [Climate Action Strategy](#) and at least one [Pollution Reduction Strategy](#) as described in [Section I.G](#). Track I applications also must include a [Community Engagement and Collaborative Governance Plan](#), [Community Strength Plan](#), [Readiness Approach](#), and [Compliance Plan](#) as described in [Section I.G](#).
7. All Track I applications including a workforce development project under the Climate Action Strategy must demonstrate how it will help reduce air pollutants and GHG emissions.
8. All Track I applications for projects under [Climate Action Strategy 6: Brownfield Redevelopment](#), must be performed on sites where cleanup is complete or where the site does not require any cleanup activities for the intended use or reuse of the site, as well as meet the requirements stated in Appendix C for Brownfields Redevelopment projects.
9. All Track I applications for Pollution Reduction activities to increase monitoring capabilities or raise community awareness of pollution must also include an associated remediation, implementation, or infrastructure pollution reduction project that addresses the identified pollution issue.
10. Track I applications cannot request more than \$20 million in EPA funding and Track II applications cannot request more than \$3 million in EPA funding. Applications requesting more than these amounts will be rejected. If necessary, EPA will clarify any questions about the funding amounts requested prior to application review.
11. A Track I application for a TIA defined in [Section II.B](#) can only address one TIA. An application cannot address more than one TIA.
12. Track I applications submitted for TIA A benefitting Alaskan Tribal lands that include a project(s) for the assessment and cleanup of sites covered by the Contaminated ANCSA Lands Assistance Program must meet the relevant requirements specified in Appendix H.
13. Applications submitted for TIA E for U.S.-Southern Border Communities projects, as well as any including projects that may include project activities within 100 km of a U.S. border as discussed in [Section II.B](#), must meet the special requirements identified in [Section II.B](#).
14. Written applications must be submitted in English only. Applications written in languages other than English will not be reviewed or considered for award. If you need assistance to submit the written application in English, technical assistance may be available. Please refer to [Section I.E](#).

15. Multiple Applications. Lead Applicants may submit no more than two applications under this NOFO, and receive no more than two awards, as explained in [Section II](#). Excess applications will not be reviewed. If a Lead Applicant submits more than two applications, they will be contacted by EPA to determine which one(s) to withdraw. Notwithstanding this limitation, a Lead Applicant may be a Statutory Partner or Collaborating Entity on other applications.
16. Resubmissions. As stated in [Section II.C](#), a resubmitted application must be clearly identified as a resubmission of a previously submitted eligible application through such means as providing the date of the original submission and / or date of the EPA debriefing. It cannot be a completely different application from the one originally submitted. If EPA determines, in its sole discretion, that it is a completely different application bearing little resemblance to the original application, it may be rejected and not reviewed.
17. EPA will not consider any application that includes projects that are exclusively designed to conduct scientific research. However, applications may include research components such as building blocks for outreach, training, and program implementation projects. In such cases, applications should clearly articulate this link, explain why the research is necessary for the project's success, and ensure that such research does not already exist.
18. EPA will not consider any application requesting funding for assessment, removal, or remediation of Superfund sites.

Note: If an application is submitted that includes any ineligible projects, tasks, or activities, including but not limited to ones that EPA determines cannot be funded under the statutory / regulatory authorities for the grant, that portion of the application will be ineligible for funding and may, depending on the extent to which it affects the application, render the entire application ineligible for funding. This includes but is not limited to projects requesting funding for relocation activities as described in [Section I.F](#).

Applicants who have any questions about whether their project can be funded under the statutory / regulatory authorities for the grants and this NOFO, or whether certain costs related to the project are allowable costs, should clarify the issue with EPA prior to submitting their application. Failure to do so may result in the projects and / or costs being ineligible for funding and may impact the eligibility of the entire application.

## Section IV. Application and Submission Information

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Note: Additional provisions that apply to this section of the NOFO, including those related to Intergovernmental Review, can be found in the [EPA Solicitation Clauses](#).

### A. Requirement to Submit through Grants.gov and Limited Exception Procedures

Applicants must apply electronically through [Grants.gov](#) under this NOFO based on the grants.gov instructions below. If your organization has no access to the internet or access is very limited, you may request an exception from applying through Grants.gov for the remainder of this calendar year by following the procedures outlined [here](#).

Issues with submissions with respect to this NOFO only are addressed in section 3: *Technical Issues with Submission* below.

#### **1. SAM.gov (System for Award Management) Registration Instructions**

Organizations applying to this funding opportunity must have an active SAM.gov registration. If you have never done business with the Federal Government, you will need to register your organization in SAM.gov. If you do not have a SAM.gov account, then you will need to create an account using [login.gov](#) to complete your SAM.gov registration.

SAM.gov registration is FREE. The process for entity registration includes obtaining a Unique Entity ID (UEI), a 12-character alphanumeric ID assigned an entity by SAM.gov, and requires assertions, representations and certifications, and other information about your organization. Please review the [Entity Registration Checklist](#) for details on this process.

If you have done business with the Federal Government previously, you can check your entity status using your government issued UEI to determine if your registration is active. SAM.gov requires you renew your registration every 365 days to keep it active.

Please note that SAM.gov registration is different than obtaining a UEI only. Obtaining a UEI only validates your organization's legal business name and address. Please review the [Frequently Asked Question](#) on the difference for additional details.

Organizations should ensure that their SAM.gov registration includes a current e-Business (EBiz) point of contact name and email address. The EBiz point of contact is critical for Grants.gov Registration and system functionality.

Contact the [Federal Service Desk](#) for help with your SAM.gov account, to resolve technical issues or chat with a help desk agent: (866) 606-8220. The Federal Service desk hours of operation are Monday – Friday 8am – 8pm ET.

#### **2. Grants.Gov Registration Instructions**

Once your SAM.gov account is active, you must register in Grants.gov. Grants.gov will electronically receive your organization information, such as e-Business (EBiz) point of contact email address and UEI. Organizations applying to this funding opportunity must have an active Grants.gov registration. Grants.gov registration is FREE. If you have never applied for a federal grant before, please review the [Grants.gov](#)



[Applicant Registration](#) instructions. As part of the Grants.gov registration process, the EBiz point of contact is the only person that can affiliate and assign applicant roles to members of an organization. In addition, at least one person must be assigned as an Authorized Organization Representative (AOR).

Only person(s) with the AOR role can submit applications in Grants.gov. Please review the [Intro to Grants.gov-Understanding User Roles](#) and [Learning Workspace – User Roles](#) and [Workspace Actions](#) for details on this important process.

Please note that **registering in grants.gov for the first time can take a month or more** for new registrants. Applicants must ensure that all registration requirements are met to apply for this opportunity through Grants.gov and should ensure that all such requirements have been met well in advance of the application submission deadline.

Contact [Grants.gov](#) for assistance at 1-800-518-4726 or [support@grants.gov](mailto:support@grants.gov) to resolve technical issues with Grants.gov. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. The Grants.gov Support Center is available 24 hours a day 7 days a week, excluding federal holidays.

### **Application Submission Process**

To begin the application process under this NOFO, go to Grants.gov and click the red “Apply” button at the top of the view grant opportunity page associated with this opportunity.

The electronic submission of your application to this NOFO must be made by an official representative of your organization who is registered with [Grants.gov](#) and is authorized to sign applications for Federal financial assistance. If the submit button is grayed out, it may be because you do not have the appropriate role to submit in your organization. Contact your organization’s EBiz point of contact or contact [Grants.gov](#) for assistance at 1-800-518- 4726 or [support@grants.gov](mailto:support@grants.gov).

Applicants need to ensure that the Authorized Organization Representative (AOR) who submits the application through [Grants.gov](#) and whose UEI is listed on the application is an AOR for the applicant listed on the application. Additionally, the UEI listed on the application must be registered to the applicant organization's SAM.gov account. If not, the application may be deemed ineligible.

### **Application Submission Deadline**

Your organization's AOR must submit your complete application package (including any resubmission as explained in Section II.C) electronically to EPA through [Grants.gov](#) no later than November 21, 2024, at 11:59 PM ET. Please allow for enough time to successfully submit your application and allow for unexpected errors that may require you to resubmit. Please see [Section II](#) and [Section V](#) describing the rolling application submittal and review process for this NOFO.

Applications submitted through Grants.gov will be time and date stamped electronically. Please note that successful submission of your application through Grants.gov does not necessarily mean your application is eligible for award. Any application submitted after the application deadline time and date deadline will be deemed ineligible and not considered.

### **3. Technical Issues with Submission**

If applicants experience technical issues during the submission of an application that they are unable to

resolve, follow these procedures **before** the application deadline date:

- a. Contact the Grants.gov Support Center **before** the application deadline date.
- b. Document the Grants.gov ticket / case number.
- c. Send an email with EPA-R-OEJECR-OCS-23-04 in the subject line to [CCGP@epa.gov](mailto:CCGP@epa.gov) before the application deadline time and include the following information:
  - i. Grants.gov ticket / case number(s)
  - ii. Description of the issue
  - iii. The entire application package in PDF format

Without this information, EPA may not be able to consider applications submitted outside of Grants.gov. Any application submitted after the application deadline will be deemed ineligible and **not** be considered.

Please note that successful submission through Grants.gov or email does not necessarily mean your application is eligible for award.

EPA will make decisions concerning acceptance of each application submitted outside of Grants.gov on a case-by-case basis. EPA will only consider accepting applications that were unable to submit through Grants.gov due to [Grants.gov](https://www.grants.gov) or relevant [SAM.gov](https://www.sam.gov) system issues or for unforeseen exigent circumstances, such as extreme weather interfering with internet access. Failure of an applicant to submit the application prior to the application submission deadline time and date because they did not properly or timely register in SAM.gov or Grants.gov is **not** an acceptable reason to justify acceptance of an application outside of Grants.gov.

#### **4. Required Forms and Documents**

The following forms and documents are required under this NOFO:

##### **Mandatory Documents for Track I and Track II Applications**

1. **Application for Federal Assistance** (SF-424)
2. **Budget Information for Non-Construction Programs** (SF-424A)
3. **EPA Key Contacts Form** 5700-54
4. **EPA Preaward Compliance Review Report Form** 4700-4 (Please see these [Useful Tips](#) for completing this form)
5. **Project Narrative Attachment Form**: Use this to prepare your Project Narrative as described in [Section IV.B](#) below.
6. **Attachments**: Use the “Other Attachments Form” in Grants.gov for the following additional documents. These attachments are not subject to the page limitation that applies to the Project Narrative identified below and some have their own page limitation as identified below:
  - **Attachments for Track I and Track II Applications:**
    - **Attachment A**: Program Budget Template (See below in [Section IV.B](#) and also optional template in Appendix G)
    - **Attachment B**: Partnership Agreement (See [Section III.A](#) and Appendix B)
    - **Attachment C**: Any other documents or information not listed above, such as an Indirect Cost Rate Agreement.
  - **Attachments for Track I Applications Only:**
    - **Attachment D**: Project Area Map as described in Appendix A.
    - **Attachment E**: Community Engagement and Collaborative Governance Plan as described in [Section I.G](#) that does not exceed 10 single spaced pages-excess



- pages will not be reviewed.
- **Attachment F:** Community Strength Plan as described in [Section I.G](#) that does not exceed 5 single spaced pages-excess pages will not be reviewed.
- **Attachment G:** Readiness Approach Information as described in [Section I.G](#).
- **Attachment H:** Compliance Plan as described in [Section I.G](#).

## B. Content of Application Submission

Applicants should read the following sections very carefully. A complete application package includes the forms and documents listed above in [Section IV.A.4: Required Forms and Documents](#), which includes the materials further described below.

When preparing the content of their applications, and to ensure that their application materials address all the evaluation criteria for Track I and II applications, applicants should review the evaluation criteria in Section V. These criteria place increased emphasis on certain evaluation criteria that are integral to ensuring that the application will advance environmental and climate justice, CCG objectives, and maximize benefits to disadvantaged communities.

Note: Please see [Section V](#) for information on the Track I oral presentation process referenced in [Section I.D](#).

### **Project Narrative for Track I and II Applications**

Below are the instructions for both Track I and Track II applications. There are different instructions for each track, so applicants should carefully read the instructions and contact EPA at [CCGP@epa.gov](mailto:CCGP@epa.gov) with any questions.

The Project Narrative for both application tracks are comprised of Sections A and B as described below for each track and should include the information and content below. Applicants should ensure it includes information addressing the relevant evaluation criteria in [Section V](#) for Track I or II applications and any applicable threshold eligibility criteria in [Section III.D including identifying and describing the disadvantaged communities to benefit from the grants](#).

- The Project Narrative for Track I applications must not exceed twenty (20) single-spaced pages and be on letter size pages (8 ½ X 11 inches). Excess pages will not be reviewed.
- The Project Narrative for Track II applications must not exceed fifteen (15) single spaced pages and be on letter size pages (8 ½ X 11 inches). Excess pages will not be reviewed.

Applicants are encouraged to be concise and do not need to use all the pages within the page limit. Links to external websites or content will not be reviewed or considered. Any pages beyond the page limitations will not be reviewed by the Review Panel. It is recommended that applicants use a standard font (e.g., Times New Roman, Calibri, and Arial) and a 12-point font size with 1- inch margins. While these guidelines establish the acceptable type size requirements, applicants are advised that readability is of paramount importance and should take precedence in selection of an appropriate font for use in the application. **The grant application forms and other attachments identified in [Section IV.A.4: Required Forms and Documents](#) above are not included in the Project Narrative page limits**

To assist EPA reviewers, applicants should reference the numbers and titles of the evaluation criteria in their Project Narratives to help identify where the criteria are being addressed as applicable. A table is included in [Section V.A](#) to show how the components relate to one another and to the evaluation criteria. Applicants should contact EPA with any questions about the application content requirements.

## **Track I Project Narrative**

Track I applications consist of a Project Narrative with two sections as identified below: (A) Executive Summary and (B) Project Workplan. Together these cannot exceed 20 pages as described above.

### **Section A. Executive Summary**

The Executive Summary should contain the elements below and should not exceed three pages.

- **Application Title:** Provide a name for the application.
- **Lead Applicant:** Name of the Lead Applicant.
- **Statutory Partner to the Lead Applicant:** Name of the Statutory Partner.
- **Contact Information:** Include a name, title, email address, and phone number for key personnel for the Lead Applicant and, Statutory Partner.
- **Eligibility:** Describe how the Lead Applicant and Statutory Partner meet the eligibility requirements in [Section III.A](#) of the NOFO.
- **Climate Action Strategy:** Specify which Climate Action Strategy(ies) is addressed in the application.
- **Pollution Reduction Strategy:** Specify which Pollution Reduction Strategy(ies) is addressed in the application.
- **Grant Award Period and Completion:** Provide estimated beginning and ending dates for the period of performance for your proposed grant. Given the requirement under CAA § 138(b)(1) that all grants must be completed within three years, all applications must state how the projects in the application, including any construction projects, can be completed within three years of award.
- **Amount of EPA Funding Requested:** See award sizes specified in [Section II.A](#).
- **Target Investment Area:** If the application is for a Target Investment Area as defined in Section II.A, please identify which one. If the application is not for a Target Investment Area, put N/A.
- **Disadvantaged Community to benefit from the projects:** Identify and describe the disadvantaged communities, as defined in Appendix A, intended to benefit from the projects in the application. See [Section III.D.3](#) for more detail.
- **Other Sources of Funding:** Briefly explain, to the extent you can, whether funding for the projects in your application is available under the Infrastructure Investments and Jobs Act (IIJA), other IRA programs, or other funding streams and if so your reasons for seeking funding for these projects under this NOFO. Please also note the Duplicate Funding clause included in Section IV of [the EPA Solicitation Clauses](#) incorporated by reference in this NOFO and referenced in Section V.E.
- **Resubmission Status:** Specify if the application is for a resubmission of a previously submitted and reviewed application. If so, please identify the date of the original submission and the date of EPA debriefing of the previously submitted application (See Section II.C for further information on the resubmission process).

### **Section B. Project Workplan**

The Project Workplan should contain the elements below.

#### **Part 1. Community-Driven Investments for Change**

##### **1.1 Community Vision Description.**

- **Community Description:** Provide an overview of the community to benefit from the projects in the application based on the Project Area map submitted and how they will benefit from the projects. The community description should describe the community's resources, assets, local community characteristics, and the type of benefits the grants will provide to the community.
- **Community Challenges:** Describe the needs and challenges the community in the Project Area is facing, including climate impacts, climate change risks / exposures, and / or localized pollution. Describe the impact of these challenges on the community, and particularly on priority populations within the Project Area who are acutely exposed to and impacted by climate, pollution, and weather-related threats, and / or who exhibit acute vulnerabilities or susceptibilities to the impacts of environmental pollution. See footnote 3 for more information on priority populations.
- **Community Vision:** Articulate a vision for the impact and benefits the grant would have on the community in the near and long term, including the effect it will have on reducing and preventing pollution; building resilience to climate change and mitigating current and future climate risks;; creating high-quality jobs and expanding economic opportunity through workforce development; and bolstering community strength by insuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations.

**1.2 Selected Strategies:** As described in [Section I.G](#), applications must address at least one Climate Action Strategy and at least one Pollution Reduction Strategy. Accordingly, applications should address the following requirements:

- **Strategy Overview** – for each selected Climate Action and Pollution Reduction Strategy:
  - Provide an overview of the strategy and associated projects and describe how they will be implemented during the grant term.
  - Describe how the strategies and associated projects in the application are integrated and / or designed to complement each other to benefit the disadvantaged communities
  - Explain how the amount / proportion of the requested funding was determined for each strategy and associated project in the application.
- **Climate Action Strategies**
  - Describe how the project(s) associated with the Climate Action Strategy(ies) will address the climate impacts, risks, and / or challenges facing the Project Area community; will decrease GHG emissions within the Project Area and increase overall community resilience to current and anticipated climate impacts; and are responsive to the community needs and challenges identified in the Community Vision Description.
- **Pollution Reduction Strategies**
  - Describe how the project(s) associated with the Pollution Reduction Strategy(ies) will address the localized pollution challenges facing the Project Area communities; will make substantial and measurable (i.e., quantifiable) progress towards preventing, reducing, and / or mitigating existing and future sources of pollution to benefit the Project Area; and are responsive to the community needs and challenges identified in the Community Vision Description.

- 1.3 **Community Engagement and Collaborative Governance Plan:** Applications should address the elements of the Community Engagement and Collaborative Governance Plan as described in [Section I.G](#), the sections of which are outlined below. As described in [Section IV.A.4](#), the plan cannot exceed 10 pages (excess pages will not be reviewed) and should be uploaded to Grants.gov as a separate attachment.
- **Past Community Outreach and Engagement Conducted:** The application should demonstrate how past engagement impacted the strategy and associated project selection and implementation approach included in the application. This includes describing selected outreach and engagement methods used for the Project Area, including engagement to specific neighborhoods or groups.
  - **Community Engagement Plan Implementation:** The applicant should demonstrate the specific community engagement methods, as well as how they will mitigate barriers and involve relevant governmental stakeholders necessary to support overall implementation.
  - **Collaborative Governance Structure:** The applicant should provide details regarding the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents and / or community-selected representatives for implementing, managing, and overseeing the application's project activities, including how regularly they will meet to discuss project implementation.
- 1.4 **Community Strength Plan:** Applications should address the elements of the Community Strength Plan as described in [Section I.G](#), the sections of which are outlined below. As described in [Section IV.A.4](#), the plan cannot exceed 5 pages (excess pages will not be reviewed) and should be uploaded to Grants.gov as a separate attachment.
- **Maximizing Economic Benefits of Projects:** The applicant should describe how the projects included in the application will strive to maximize economic benefits for individuals in the Project Area, including priority populations.
  - **Displacement Avoidance:** The applicant should discuss potential near-term and long-term risks associated with the proposed projects to residents, small businesses, nonprofits, and other community members. Applicants should also assess and describe the vulnerability the community faces to rising costs attributable to their proposed project(s) and assess potential impacts to households, small businesses, and other existing groups.

## Part 2. Program Management, Capability and Capacity

- 2.1 **Performance Management Plan, Outputs / Outcomes:** Applicants should describe the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to the Community Change Grants goals and objectives. (See [Section I.I](#) and [Appendix F](#) for more detail on expected outputs and outcomes). In addition to identifying expected project outputs and outcomes, applicants should describe how they plan to track and measure their project performance, including through indicator tracking, to monitor progress towards achieving the expected outputs and outcomes throughout the performance period.

Applicants should also:

- Describe how they selected the expected outputs and outcomes and how they will lead to improvements to the environmental conditions and public health of the community members of the Project Area in the short and long term.
- Describe how the expected project outputs and outcomes are specific and include achievable and reasonable target measures within the project period.
- Describe how the recipient will use program evaluation activities (e.g., utilizing proper evaluation tools and personnel / organizations with experience in evaluating program and project progress / success) from project initiation through project completion to meaningfully document and measure their progress towards achieving project goals.

**2.2 Project Linkages to the EPA Strategic Plan:** Applications should describe how the proposed project activities support and advance EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels). See [Section I.I](#). In addition, applications, depending on the projects included in them, should also address how they support and advance the following EPA Strategic Plan Goals as applicable:

- Goal 1 - Tackle the Climate Crisis
- Goal 4 - Ensure Clean and Healthy Air for All Communities
- Goal 5 - Ensure Clean and Safe Water for All Communities
- Goal 6 - Safeguard and Revitalize Communities; and
- Goal 7 - Ensure Safety of Chemicals for People and the Environment

Refer to the [EPA Strategic Plan](#).

**2.3 CBO Experience and Commitment:** Applications should describe the following for the Lead Applicant and / or Statutory Partner for the proposed grant:

- Their history and experience as a CBO.
- The depth of their commitment, connections, and relationships with the disadvantaged communities the application is intended to benefit.

**2.4 Programmatic and Managerial Capability and Resources:** Applications should provide information demonstrating the Lead Applicant's and Statutory Partner's ability to successfully complete, oversee, and manage the award including:

- Their organizational experience and capacity related to performing the proposed projects or similar activities (e.g., experience in managing projects and activities like those in the application)
- Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period.
- Their financial stability, controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls to be in place for project oversight and to manage program risk. This includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse, by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections),

and risk management.

- A projected milestone schedule for the proposed projects (up to three years) with a breakout of the project activities into phases with associated tasks and timeframes for completion of tasks, including the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable.

2.5 **Past Performance:** Describe federally funded and / or non-federally funded assistance agreements (assistance agreements include grants and cooperative agreements but not contracts) that the Lead Applicant performed within the last three years (no more than three agreements in total) and provide the information below for them. EPA agreements are preferred to be included.

- Describe whether, and how, the Lead Applicant was able to successfully complete and manage the agreements.
- Describe the history of the Lead Applicant in meeting the reporting requirements under the agreements including submitting acceptable final technical reports.
- Describe how the Lead Applicant documented and / or reported on whether progress towards achieving the expected results (i.e., outputs and outcomes) under those agreements was being made. If progress was not made, please indicate whether, and how, that was documented.

Note: In evaluating the Lead Applicant's past performance, the Agency will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and / or from current and prior federal agency grantors (e.g., to verify and / or supplement the information provided by the applicant). If there is no relevant or available past performance information, please indicate this in the application, and you will receive a neutral score for these factors under Section V. Failure to provide any past performance information, or to include a statement that you do not have any relevant or available past performance or reporting information, may result in a zero score for these factors (see also Section V).

**Part 3. Readiness to Proceed, Feasibility, and Sustainability:** Provide the following information in the application:

- 3.1 **Readiness Approach:** Demonstrate, based on the Readiness Approach Requirements described in [Section I.G](#), the applicant's ability and readiness to proceed with grant performance for the projects in the application upon receiving an award, and generally no later than 120 days after award, in order to ensure that the projects can be completed within the statutory three-year grant period. As appropriate, this may include a description of the completed project planning and design phases related to the project(s) as well as demonstrating that the applicant has obtained and / or complied with the necessary approvals, permits, permissions, and any other applicable requirements, to commence project performance upon award, and if not their plan for doing so within 120 days of award.
- 3.2 **Feasibility:** Demonstrate that all the projects in the application can be successfully and effectively performed within the three-year grant period of performance, and the degree of risk that they cannot be. This includes describing how the strategies and associated projects can individually and collectively be completed within three years.



- 3.3 **Sustainability:** Demonstrate the extent to which the benefits and outcomes from the projects can be sustained after the three-year grant period of performance based on factors including but not limited to whether (i) the applicant will leverage funding and / or resources from other sources to ensure the sustainability of the projects beyond the three-year grant term and (ii) the description of an operations and maintenance approach including plans and commitments to ensure there is continued funding available for operation and maintenance activities of infrastructure activities for the projects after the grant term is over (e.g., are there demonstrated commitments for continuing operation and maintenance funding / resources from the appropriate parties after the three year grant term is over) including coordination with appropriate responsible parties.
- 3.4 **Program Budget Description:** Provide a detailed budget description and estimated funding amounts for each project component / task similar to that on the budget found in SF-424A, which includes the EPA funding requested to be expended over the three-year period of performance. This section provides an opportunity for a narrative description of the budget or aspects of the budget found in the SF-424A. In the description, explain how the budget is reasonable to accomplish the projects, and the cost-effectiveness of the budget in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs).
- Note: A template to depict the program budget description is included as Appendix G and may be used to supplement the budget description in the Project Narrative. Applicants that do not use the template will not be penalized and applicants can convey the information in other forms. While the program budget description is part of the Project Narrative page limit, the template is not part of the page limit for the Project Narrative and will not count against the 20-page Project Narrative page limit for Track I applications.
- 3.5 **Compliance Plan:** Applicants must submit a Compliance Plan as described in [Section I.G](#) that does not exceed 5 pages. Excess pages will not be reviewed.

## **Track II Application Requirements**

Track II applications consist of a Project Narrative with two sections as identified below: (A) Executive Summary and (B) Project Workplan. Together these cannot exceed 15 pages as described above.

### **Section A. Executive Summary**

The Executive Summary should contain the elements below and should not exceed two pages.

- **Application Title:** Provide a name for the application.
- **Lead Applicant:** Name of the organization applying.
- **Statutory Partner to the Lead Applicant:** Name of the Statutory Partner.
- **Contact information:** Include a name, title, email address, and phone number for key personnel for Lead Applicant, Statutory Partner.
- **Eligibility:** Describe how the Lead Applicant and Statutory Partner meet the eligibility requirements in [Section III.A](#) of the NOFO.
- **Disadvantaged Community to benefit from the projects:** Identify and describe the disadvantaged communities, as defined in Appendix A, intended to benefit from the projects in the application. See [Section III.D.3](#) for more detail.

- **Grant Award Period and Completion:** Provide estimated beginning and ending dates for the period of performance for your proposed grant. Given the requirement under CAA § 138(b)(1) that all grants must be completed within three years, all applications must state how the projects in the application can be completed within three years of award.
- **EPA Funding Requested:** See award sizes specified in [Section II.A.](#)
- **Other Sources of Funding** Briefly explain, to the extent you can, whether funding for the projects in your application is available under the Infrastructure Investments and Jobs Act (IIJA), other IRA programs, or other funding streams and, if so, your reasons for seeking funding for these projects under this NOFO. Please also note the Duplicate Funding clause included in Section IV of [the EPA Solicitation Clauses](#) incorporated by reference in this NOFO and referenced in Section [V.E.](#)
- **Resubmission Status:** Specify if the application is for a resubmission of a previously submitted and reviewed application. If so, please identify the date of the original submission and date of EPA debriefing of the previously submitted application (See Section II.C for further information on the resubmission process).

## Section B. Project Workplan

1. **Track II Program Objectives:** Applications should describe the following:
  - How the application addresses the Track II objectives identified in [Section I.H.](#)
  - What methods, tools, and trainings the applicant will use to facilitate the engagement of disadvantaged communities in state and Federal advisory groups, workshops, rulemakings, and / or other public processes, including local, Tribal, and other governmental processes, related to environmental and climate justice.
  - How the application addresses the disadvantaged community's lack of access to, or weak relationships with, governmental entities, including how the application improves those relationships, increases points of access for disadvantaged communities with government entities, and creates channels to work cooperatively to promote environmental and climate justice
  - How the application will result in governmental entities better understanding the root causes of environmental and climate justice issues that impact disadvantaged communities, so government leaders and decision-makers are better prepared to proactively address concerns before issues materialize.
2. **Project Collaboration and Participation:** Applications should describe the following:
  - How meaningful input and feedback was considered from the disadvantaged community and other stakeholders in designing and developing the project and how input will continue to be obtained and considered during grant performance.
  - The facilitation and accountability measures to establish and maintain trust between the disadvantaged community and government officials to ensure the community can collaborate in an authentic and meaningful way, rather than an insincere manner, on environmental and climate justice issues with governmental bodies.
  - The applicant's and any Collaborating Entities' history of relationships and collaborations with disadvantaged communities, governmental bodies, and other stakeholders to address environmental and environmental / climate justice issues.
3. **Project linkages:** Applicants should describe how their application supports and advances [EPA Strategic Plan](#) Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights),



Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

4. **Program Budget Description:** Applicants should describe:
  - The reasonableness of the budget and allowability of the costs for each component / activity of the project and their approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner to comply with the statutory 3-year project period limitation.
  - The cost effectiveness of the budget / project in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable).
5. **Environmental Results:** Applicants should describe the following:
  - Their plan, with associated timeframes, for tracking and measuring their progress in achieving the expected project outcomes and outputs for Track II applications. See [Section I.I and Appendix F](#) for more detail on expected outputs and outcomes.
  - Whether and how the projects and their outcomes are sustainable beyond the three-year grant period, and how they will leverage resources, community support, etc. to facilitate this. The quality and specificity of the proposed outputs and outcomes, and how they will lead to the success of the grants, should also be addressed.
6. **CBO Experience and Commitment:** Applicants should describe the following for the Lead Applicant and / or Statutory Partner for the proposed grant:
  - Their history and experience as a CBO.
  - The depth of their commitment, historical connections, and relationships with the disadvantaged community the application is intended to benefit.
7. **Programmatic and Managerial Capability and Resources:** Provide information demonstrating the Lead Applicant's and Statutory Partner's ability to successfully complete, oversee, and manage the award including:
  - Their organizational experience and capacity related to performing the proposed projects or similar activities (e.g., experience in managing projects and activities like those in the application).
  - Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period.
  - Their milestone schedule for the proposed projects (up to three years) including the breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable.
  - Their legal and financial controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections).

8. **Past Performance:** Describe federally funded and / or non-federally funded assistance agreements (assistance agreements include grants and cooperative agreements but not contracts) that the Lead Applicant performed within the last three years (no more than three agreements in total) and provide the information below for them. EPA agreements are preferred to be included.
- Describe whether, and how, the Lead Applicant was able to successfully complete and manage the agreements.
  - Describe the Lead Applicant's history of meeting the reporting requirements under the agreements including submitting acceptable final technical reports.
  - Describe how the Lead Applicant documented and / or reported on whether progress towards achieving the expected results (i.e., outputs and outcomes) under those agreements was being made. If progress was not being made, please indicate whether, and how, this was documented.

Note: In evaluating the Lead Applicant's past performance, the Agency will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and / or from current and prior federal agency grantors (e.g., to verify and / or supplement the information provided by the applicant). If there is no relevant or available past performance information, please indicate this in the application, and you will receive a neutral score for these factors under Section V. Failure to provide any past performance information, or to include a statement that you do not have any relevant or available past performance or reporting information, may result in a zero score for these factors (see also Section V).

## C. Informational Webinars and Application Assistance

Applicants are encouraged to participate in webinars with EPA to address questions about this NOFO as well as to facilitate forming partnerships to apply under this NOFO. EPA will host a series of webinars about this NOFO while this NOFO remains open for application submission. EPA will post information about the webinars, schedule for webinars, as well as additional information about this NOFO (e.g., frequently asked questions, technical assistance), on [Inflation Reduction Act Community Change Grants Program](#) page. A recording of each webinar will be posted at the link above along with presented materials. EPA expects to host an informational webinar on December 7, 2023—please check the website listed above for further information.

In addition, for the partnership facilitation webinars, there will be break out group discussions on establishing partnerships with other organizations eligible to apply for EPA funding or to participate as Collaborating Entities in the projects. Please note that the EPA does not intend that the partnership forums to be used by individual consultants, consulting firms or other for-profit vendors to market their services to potential applicants as partners or otherwise.

Please note that in accordance with [EPA's Policy for Competition of Assistance Agreements](#), EPA Order 5700.5A1, EPA staff will not meet with individual applicants to discuss draft applications, provide informal comments on draft applications, or provide advice to applicants on how to respond to evaluation criteria. Please note, however, that as stated in Section I, technical assistance will be available to eligible applicants for help with this NOFO.

Applicants are responsible for the contents of their applications. However, consistent with the provisions in the NOFO, EPA will respond to questions from individual applicants regarding threshold eligibility criteria, administrative issues related to the submission of the application, and requests for clarification about this NOFO.

## Section V. Application Review Information

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Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

### A. Threshold Eligibility Review Process

All applications will be evaluated for threshold eligibility purposes based on the threshold eligibility criteria described in [Section III.D](#).

### B. Review Panel and Evaluation Process

All applications that pass the threshold eligibility review process will be evaluated and scored by review panels using the track-specific evaluation criteria and processes described below. Review panels will be comprised of EPA staff and / or external reviewers. Track I applications will be reviewed by separate review panels for the written application and oral presentation. Track II applications will undergo only a written application review. See below for additional detail about the evaluation criteria and processes for each track.

### C. Track I Application Review Process, Evaluation Criteria, and Oral Presentations

All eligible Track I applications (including those for the TIAs described in [Section II.B](#)) will be evaluated on a 200-point scale as follows—155 points for the written application review and 45 points for the oral presentation review:

- The maximum points available for an application are 200 points—155 points for the written application based on the criteria specified below for Track I written applications, and 45 points for the oral presentation based on the criteria below.
- Applicants whose written application scores at least 110 points will then proceed to an oral presentation. Oral presentations will be conducted consistent with the procedures described below. Applicants who proceed to an oral presentation will be provided further information about the process following the evaluation of the written application.
- Applicants who do not proceed to an oral presentation will receive notification of non-selection from EPA and may request a debriefing as explained in the Section VI Debriefings and Disputes clauses included in the [EPA Solicitation Clauses](#) incorporated by reference in the NOFO. Applicants may resubmit an application in certain circumstances as noted in [Section II.C](#).
- The oral presentation will be worth 45 points and be evaluated based on the oral presentation criteria below.
- Applications that receive a total score of 170 or more (based on the written application and oral presentation) will be referred to the Selection Official for final selection consideration as described in [Section V.E](#) below.
- Applications that receive a total score between 110-169 (based on the written application and oral presentation) will be ranked and referred to the Selection Official, on an approximately monthly basis, for final selection consideration as described in [Section V.E](#) below.
- Applications not selected for award based on the monthly review will receive notification from EPA and may request a debriefing as explained in the Section VI Debriefings and Disputes clauses included in the [EPA Solicitation Clauses](#) incorporated by reference in the NOFO. Applicants may resubmit an application in certain circumstances as noted in Section II.C.

The evaluation criteria summarized in the table below correspond to the Track I Application Project Narrative components described in [Section IV.B. Applicants](#) should reference the index number and title of these components in their Project Narrative to facilitate the evaluation process.

### Track I Written Application Criterion

Section	Possible Points
<b>Part 1. Community Driven Investments for Change</b>	<b>80 total</b>
1.1 Community Overview	10
1.2 Selected Strategies	45
1.3 Community Engagement and Collaborative Governance Plan	15
1.4 Community Strength Plan	10
<b>Part 2. Program Management, Capability, and Capacity</b>	<b>35 total</b>
2.1 Performance Management Plan, Outputs / Outcomes	6
2.2 Project Linkages to the EPA Strategic Plan	4
2.3 CBO Experience and Commitment	5
2.4 Programmatic and Managerial Capability and Resources	15
2.5 Past Performance	5
<b>Part 3. Readiness to Proceed, Feasibility, and Sustainability</b>	<b>40 total</b>
3.1 Readiness Approach	8
3.2 Feasibility	9
3.3 Sustainability	5
3.4 Program Budget Description	8
3.5 Compliance Plan	10
<b>TOTAL</b>	<b>155</b>

### Evaluation Criteria for Track I Written Applications (155 points total)

#### **Part 1. Community Driven Investments for Change (80 points total)**

##### **1.1 Community Vision Description (10 points):**

- **Community Description:** Applicants will be evaluated based on their description of the community to benefit from the projects in the application, consistent with the Project Area map submitted, and the quality and extent to which they describe the community's resources, assets, and local characteristics, and the type of benefits the grants will provide to the community. (3 points)
- **Community Challenges:** Applications will be evaluated based on how well they describe the challenges and needs the community are facing, including climate impacts, climate change risks / exposures, and / or localized pollution, and the impact these challenges have on priority populations within the Project Area who are acutely exposed to and impacted by climate, pollution, and weather-related threats, and / or who exhibit acute vulnerabilities or susceptibilities to the impacts of environmental pollution. See footnote 3 for more information on priority populations. (4 points)
- **Community Vision:** Applications will be evaluated based on the quality and extent to which they articulate a clear vision for the impacts and benefits this grant would have on the community in the near and long term, as described further in [Section IV.B.](#) (3 points)

## 1.2 Selected Strategies (45 points)

- **Strategy Overview (15 points).** Applications will be evaluated based on the quality and extent to which they:
  - Provide an overview of the strategies and associated projects and describe how they will be implemented during the grant term. (6 points)
  - Describe how the strategies and associated projects in the application are integrated and / or designed to complement each other to benefit the disadvantaged communities, (6 points)
  - Explain how the amount / proportion of the requested funding was determined for each strategy and aligned project in the application. (3 points)
- **Climate Action Strategies (15 points).** Applications will be evaluated based on the quality and extent to which they:
  - Describe how the associated projects will address the identified climate impacts and / or climate change risk(s) / exposure(s) within the Project Area and explain how the project(s) will decrease GHG emissions within the Project Area and / or increase overall Project Area resilience to current and anticipated climate impacts. (8 points)
  - Describe how the selected Climate Action Strategies and associated projects help meet the needs and challenges of the community as articulated in the Community Vision. (7 points)
- **Pollution Reduction Strategies (15 points).** Applications will be evaluated based on the quality and extent to which they:
  - Describe how the associated project(s) will address the identified localized pollution challenges and will make substantial and measurable (e.g., quantifiable) progress towards preventing, reducing, and / or mitigating future sources of pollution to benefit the Project Area. (8 points)
  - Describe how the selected Pollution Reduction Strategies help meet the needs and challenges of the community as articulated in the Community Vision. (7 points)

## 1.3 Community Engagement and Collaborative Governance Plan (15 points): The Community Engagement and Collaborative Governance Plan described in [Section I.G will be evaluated based on the quality and extent to which it demonstrates](#):

- **Past Community Outreach and Engagement Conducted:** How the applicant's past engagement with the Project Area community impacted the Strategy and associated project selection and implementation approach included in the application, including the outreach and engagement methods used for the Project Area and specific neighborhoods or groups within the Project Area. (4 points)
- **Community Engagement Plan Implementation:** The specific community engagement methods used by the applicant, as well as how they will mitigate barriers and involve relevant governmental stakeholders necessary to support overall project implementation. (6 points)
- **Collaborative Governance Structure:** The details regarding the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents and / or

community-selected representatives for implementing, managing, and overseeing the application's project activities, including how regularly they will meet to discuss project implementation. (5 points)

1.4 **Community Strength Plan (10 points):** The Community Strength Plan as described in [Section I.G will be evaluated based on the quality and extent to which it demonstrates:](#)

- **Maximizing Economic Benefits of Projects:** How the projects included in the application are intended to provide economic benefits for individuals in the Project Area, including priority populations as defined in footnote 3. (5 points)
- **Displacement Avoidance:** The measures for mitigating potential near-term and long-term risks associated with the proposed projects to residents, small businesses, nonprofits, and other community members, the vulnerability the community faces to rising costs attributable to their proposed project, and the potential project impacts to households, small businesses, and other existing groups. (5 points)

**Part 2. Program Management, Capability, and Capacity (35 points total)**

2.1 **Performance Management Plan and Outputs / Outcomes (6 points):** Applications will be evaluated based on:

- Whether the application describes an effective plan, with associated timeframes, for tracking and measuring progress in achieving the expected project outcomes and outputs including those identified in Appendix F, as appropriate, and any additional ones identified in the application. (2 points)
- The quality and specificity of the proposed outputs and outcomes and how they will lead to improvements to the environmental conditions and public health of the disadvantaged communities in the short and long term. (2 points)
- Whether, and how, the applicant has incorporated program evaluation activities (e.g., utilizing proper evaluation tools and personnel / organizations with experience in evaluating program and project progress / success) from project initiation through project completion to meaningfully document and measure their progress towards achieving project goals and how they will use the results of the evaluations to meet the project goals within the required timeframes. (2 points)

2.2 **Project Linkages to the EPA Strategic Plan (4 points):** Applications will be evaluated based on the extent and quality to which the proposed project activities support and advance EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

In addition, applications, depending on the projects included in them, will also be evaluated based on the quality and extent to which they also support and advance the following EPA Strategic Plan Goals as applicable:

- Goal 1 - Tackle the Climate Crisis
- Goal 4 - Ensure Clean and Healthy Air for All Communities
- Goal 5 - Ensure Clean and Safe Water for All Communities



- Goal 6 - Safeguard and Revitalize Communities; and
- Goal 7 - Ensure Safety of Chemicals for People and the Environment

2.3 **CBO Experience and Commitment (5 points):** The CBO(s) that are either the Lead Applicant and / or Statutory Partner for the proposed grant will be evaluated based on their history and experience as a CBO and the depth of their commitment, connections, and relationships with the disadvantaged communities the application is intended to benefit.

2.4 **Programmatic and Managerial Capability and Resources (15 points):** The Lead Applicant and Statutory Partner will be evaluated based on their ability to successfully complete, oversee, and manage the award considering:

- Their organizational experience and capacity related to performing the proposed project(s) or similar activities (e.g., experience in managing projects and activities like those in the application). (4 points)
- Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period (4 points)
- The milestone schedule for the proposed projects (up to three years) including the breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable. (3 points)
- Their financial stability, controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections). (4 points)

2.5 **Past Performance (5 points):** The Lead Applicant will be evaluated based on their ability to successfully complete and manage the proposed projects considering their:

- Past performance in successfully completing and managing the assistance agreements identified in response to [Section IV.B](#). (3 points)
- History of meeting the reporting requirements under the assistance agreements identified in response to [Section IV.B](#) including whether the applicant submitted acceptable final technical reports under those agreements and the extent to which the applicant adequately and timely reported on their progress towards achieving the expected outputs and outcomes under those agreements and if such progress was not being made whether the applicant adequately reported why not. (2 points)

Note: The focus of this criterion is on the Lead Applicant's past performance and not that of any other Collaborating Entities or contractors / consultants who may be assisting the applicant with performance of the award. In evaluating the Lead Applicant under these factors, EPA will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and from current / prior grantors. If the Lead Applicant does not have any relevant or available past performance related to federal or non-federal grants, this should be stated explicitly in the application (e.g., our organizations have no relevant

past grants experience). Including this statement will ensure you receive a neutral score for these factors (a neutral score is half of the total points available in a subset of possible points). Failure to include this statement may result in your receiving a score of 0 for these factors.

**Part 3. Readiness to Perform, Feasibility, and Sustainability (25 points total):**

- 3.1 Readiness Approach (8 points):** Applications will be evaluated based on the applicant's ability and readiness to proceed with grant performance for the projects in the application, based on the Readiness Approach Requirements described in [Section I.G](#), upon receiving an award, or generally no later than 120 days after award, to ensure that the projects can be completed within the statutory three-year grant period. As appropriate, this may include evaluating the description of the completed project planning and design phases related to the project(s) as well as demonstrating that the applicant has obtained and / or complied with the necessary approvals, permits, permissions, and any other applicable requirements, to commence project performance upon award, and if not generally within 120 days of award.
- 3.2 Feasibility (9 points):** Applications will be evaluated based on whether it is demonstrated that all the projects in the application can be successfully and effectively performed within the three-year grant period of performance, and the degree of risk that they cannot be. This includes also evaluating how the strategies and associated projects can individually and collectively be completed within three years.
- 3.3 Sustainability (5 points):** Applications will be evaluated based on whether it is demonstrated that the benefits and outcomes from the projects in the application can be sustained after the three-year grant period of performance based on factors including but not limited to whether (i) the Applicant will leverage funding and / or resources from other sources to ensure the sustainability of the projects beyond the three-year grant term and (ii) the description of an operations and maintenance approach including the plans and commitments to ensure there is continued funding available for operation and maintenance activities of infrastructure activities for the projects after the grant term is over (e.g., are there demonstrated commitments for continuing operation and maintenance funding / resources from the appropriate parties after the three year grant term is over) including coordination with appropriate responsible parties.
- 3.4 Program Budget Description (8 points):** The program budget will be evaluated based on:
- The reasonableness of the budget and allowability of the costs for each component / activity of the projects in the application. This includes evaluating whether funding is well balanced and equitably distributed to project partners, including sub-awardees, commensurate with their role in the project, and whether funding is categorized into the proper budget categories providing clarity, accuracy, and granularity on the applicant's planned use of the grant funds during the project period. (4 points)
  - The cost effectiveness of the budget / project in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable). (4 points)
- 3.5 Compliance Plan (10 points):** Applications will be evaluated based on the quality and extent to which the Compliance Plan addresses the elements for the Compliance Plan described in [Section I.G](#).



### **Track I Oral Presentation (45 points total)**

The oral presentation is intended to supplement the written application, and provide an opportunity for applicants to further explain their projects. The oral presentations will be conducted through video teleconferencing; however, requests for a telephone-only conference will be considered, provided the applicant describes why video teleconferencing is a barrier that cannot be overcome with technical assistance provided through EPA as noted in Section I.E. Pre-recorded presentations that lack real-time interaction will not be allowed. EPA will also provide interpretive services for the oral presentation upon request.

Further instructions and details about the oral presentation (e.g., date, time, requirements, limitations and / or prohibitions on the use of written material or other media to supplement the oral presentations, the time permitted for each oral presentation) will be provided to those applicants selected to participate in an oral presentation. EPA will maintain a record of the oral presentation (e.g., transcription) and relevant information from the oral presentation may be incorporated into the grant award terms and conditions as appropriate.

Applicants are responsible for determining who will represent them at the oral presentation, but it must include a representative(s) of the Lead Applicant and should include Collaborating Entity and community representatives as necessary. Contractors, including consultants, cannot attend the oral presentation for the applicant.

The oral presentation will be approximately 45 minutes including an introduction and closing. It is expected it will be conducted by two EPA and / or external reviewers who will evaluate the oral presentation based on the criteria below. The reviewers may ask clarifying questions during the presentation to enhance their understanding of the application, but they will be limited to clarifying issues related only to the areas listed below. The oral presentation cannot be used to change the scope of the applicant's written application, make any substantive changes to it, cure material omissions in the written applications, and / or otherwise revise the written application. The oral presentation will be evaluated on the below criteria.

### **Oral Presentation Criteria (45 points total)**

- **Community Overview:** How was the Project Area, as defined in Appendix A, chosen to be the beneficiary of the projects in the application? What are the greatest needs for the communities within the Project Area, and, if your application is not selected for funding what would be the adverse consequence to those communities? (9 points)
- **Strategy Rationale:** Why did you select the strategies and projects within the application, and how will they (collectively and individually) transform the Project Area to address environmental and climate justice challenges now and in the future (beyond the three-year grant term)? Also, when the three-year grant term is complete, how will you assess whether the grant was successful in achieving its objectives to benefit the Project Area and what will success look like? (9 points)
- **Community Engagement and Collaborative Governance:** Describe your commitment, as well as that of the Collaborating Entities as described in Section III.A of the NOFO, to efficiently and effectively perform the projects in the application within three years and describe how all entities will work together to achieve the project objectives within the three-year grant performance period. (9 points)
- **Management Capacity:** Explain how you have the programmatic, technical, administrative, and managerial capability, experience, and resources to properly manage the grant consistent with grant regulations and requirements including those in 2 CFR §200 (9 points)

- **Performance Challenges:** What do you anticipate are the greatest challenges to completing the projects in the application within the three-year time frame, and what are your plans for overcoming them? (9 points)

#### D. Track II Application Review Process and Evaluation Criteria

All eligible Track II application will be evaluated on a 100-point scale using the criteria specified below. **There will be no oral presentation component for the Track II applications.**

Track II applications that score at least 85 points will be referred to the Selection Official for final selection consideration as described in [Section V.E](#) below. Those Track II applications whose total score is below 85 will be ranked by EPA staff and reviewed on an approximately monthly basis by the Selection Official. Those not selected for award during the monthly review will receive notification from EPA and may request a debriefing as explained in the Section VI: Debriefings and Disputes clauses are included in the [EPA Solicitation Clauses](#) incorporated by reference in the NOFO. Applicants may resubmit an application in certain circumstances as noted in [Section II.C](#).

#### **Evaluation Criteria for Track II Applications**

Track II applications will be evaluated using the criteria below on a 100-point scale. The evaluation criteria summarized in the table below correspond to the Track II Application Project Narrative components described in [Section IV.B](#). To assist EPA reviewers, applicants should reference the numbers and titles of the evaluation criteria in their Project Narratives to help identify where the criteria are being addressed as applicable.

#### **Track II Evaluation Criteria**

Section	Possible Points
<b>1. Program Objectives</b>	<b>35</b>
<b>2. Project Collaboration and Participation</b>	<b>20</b>
<b>3. Project Linkages</b>	<b>4</b>
<b>4. Budget</b>	<b>8</b>
<b>5. Environmental Results</b>	<b>6</b>
<b>6. CBO Experience &amp; Commitment</b>	<b>5</b>
<b>7. Programmatic and Managerial Capability and Resources</b>	<b>16</b>
<b>8. Past Performance</b>	<b>6</b>
<b>TOTAL</b>	<b>100</b>

1. **Track II Program Objectives (35 points):** Applications will be evaluated based on the quality and extent to which they demonstrate:
  - How the project(s) in the application address the Track II objectives identified in [Section I.H](#). (10 points)
  - The methods, tools, and trainings, the applicant will use to facilitate the engagement of disadvantaged communities in state and Federal advisory groups, workshops, rulemakings,

and / or other public processes, including local, Tribal, and other governmental processes, related to environmental and climate justice. (10 points)

- How the project(s) in the application address and improve the disadvantaged community's lack of access to, or weak relationships with, governmental entities and changes those relationships to increase points of access for disadvantaged communities with government to work cooperatively to promote environmental and climate justice. (8 points)
- Will result in governmental entities better understanding the root causes of environmental and climate justice issues that impact disadvantaged communities, so the communities are better prepared to proactively address them before the issues materialize. (7 points)

2. **Project Collaboration and Participation (20 points):** Under this criterion, applications will be evaluated based on the quality and extent to which they:

- Demonstrate that meaningful input and feedback was considered from the disadvantaged community and other stakeholders in designing and developing the applications and how feedback / input will continue to be obtained and considered during grant performance. (10 points)
- Describe the facilitation and accountability measures to establish and maintain trust between the disadvantaged community and government officials to ensure the community can collaborate in a meaningful manner on environmental and climate justice issues with governmental bodies. (5 points)
- Demonstrate the applicant's and Collaborating Entities relationships and history of collaborations with disadvantaged communities, governmental bodies, and other stakeholders to address environmental and environmental / climate justice issues. (5 points)

3. **Project linkages (4 points):** Applications will be evaluated based on the extent and quality to which the proposed project activities support and advance EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

4. **Budget (8 points):** Under this criterion, applicants will be evaluated based on:

- The reasonableness of the budget and allowability of the costs for each component / activity of the project and their approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner to comply with the statutory 3-year project period limitation. (4 points)
- The cost effectiveness of the budget / project in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable). (4 points)

5. **Environmental Results (6 points):** Applications will be evaluated based on the quality and extent to which:

- They describe an effective plan, with associated timeframes, for tracking and measuring their progress in achieving the expected project outcomes and outputs for Track II applications including those identified in Appendix F. (3 points)
  - They demonstrate that the project can ensure sustainability of outcomes beyond the three-year grant period, and how they will leverage resources, community support, etc. to facilitate this. (3 points)
  - The quality and specificity of the proposed outputs and outcomes, and how they will lead to the success of the grants, are described. (3 points)
6. **CBO Experience and Commitment (5 points):** The CBO(s) that are either the Lead Applicant and / or Statutory Partner for the grant will be evaluated based on their history and experience as a CBO and the depth of their commitment, connections, and relationships with the disadvantaged communities the application is intended to benefit.
7. **Programmatic and Managerial Capability and Resources (16 points):** The Lead Applicant and Statutory Partner will be evaluated based on their ability to successfully complete, oversee, and manage the award considering:
- Their organizational experience and capacity related to performing the proposed projects or similar activities (e.g., experience in managing projects and activities like those in the application). (4 points)
  - Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period. (4 points)
  - The milestone schedule for the proposed projects (up to three years) including the breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable. (3 points)
  - Their legal and financial controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections). (5 points)
8. **Past Performance (6 points total):** The Lead Applicant will be evaluated based on their ability to successfully complete and manage the proposed projects considering their:
- Past performance in successfully completing and managing the assistance agreements identified in response to Section IV. (3 points)

- History of meeting the reporting requirements under the assistance agreements identified in response to Section IV including whether the applicant submitted acceptable final technical reports under those agreements and the extent to which the applicant adequately and timely reported on their progress towards achieving the expected outputs and outcomes under those agreements and if such progress was not being made whether the applicant adequately reported why not. (3 points)

The focus of this criterion is on the Lead Applicant's past performance and not that of any other Collaborating Entities or contractors / consultants who may be assisting the applicant with performance of the project. In evaluating the Lead Applicant under these factors, EPA will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and from current / prior grantors. If you do not have any relevant or available past performance related to federal or non-federal grants, you should state this explicitly in your application (e.g., our organization has no relevant past grants experience). Including this statement will ensure you receive a neutral score for these factors (a neutral score is half of the total points available in a subset of possible points). Failure to include this statement may result in your receiving a score of 0 for these factors.

## E. Final Selection Process and Other Factors

The Selection Official will make the final selection recommendations for Track I and II applications based on the evaluation criteria and process described above. In addition, in making the final selection recommendations for award, the Selection Official may also consider any of the "other" factors below, and as noted in [Section I](#) and [Section II](#) EPA anticipates making a minimum of fifteen awards for high-ranking applications that include a workforce training project(s) as described in [Section I.G](#).

In making the final selection recommendations for award, the Selection Official may consider any of the following "other factors":

1. Geographic diversity to promote a mix of high-scoring applications benefitting disadvantaged communities located in urban, rural, or remote areas, different regions of the country, territories, as well as the geographical nature or impact of the project(s).
2. Program priorities- how the application supports and advances EPA and OEJECECR's goals and priorities, including those in EPA's Strategic Plan that focus on environmental climate and justice issues. This may also include considering how the application promotes Community Change Grant program objectives, the depth and extent of community involvement in project development and implementation, as well as the priority that the grants must be able to be successfully completed within three years to meet CAA § 138 statutory requirements.
3. Organizational diversity in terms of applicant type and size to ensure a broad representation of applicants receiving awards to improve program effectiveness and equity.
4. Whether the applicant is participating in a federal capacity building program as part of the Thriving Communities Network (please see complete list at [Federal Interagency Thriving Communities Network](#) or the [Rural Partners Network](#)).
5. Whether the projects support, advance, or complement funding related to [Community Disaster Resilience Zones \(CDRZs\)](#) as designated by FEMA.
6. The capacity and capabilities of Lead Applicants, who are selected for two awards under this NOFO, to successfully perform, manage, and oversee both grants within the three-year grant term and the risks posed by multiple awards to successful grant performance.
7. The extent to which the EPA funding may complement or be coordinated with other EPA funding or other Federal and / or non-Federal sources of funds / resources to leverage additional resources

to contribute to the performance and success of the grant. This includes but is not limited to funds and other resources leveraged from businesses, labor organizations, non-profit organizations, education and training providers, and / or Federal, state, Tribal, and local governments, as appropriate.

8. Duplicate funding considerations as stated in Section IV of [the EPA Solicitation Clauses](#) incorporated by reference in this NOFO. This includes considering whether funding for the projects in the application is available under the Infrastructure Investments and Jobs Act (IIJA), other IRA programs, or other funding streams and if so the applicant's reasons for seeking funding for these projects under this NOFO.
9. Availability of funds.

In addition, because the objectives of this NOFO are part of a government-wide effort to address environmental and climate justice concerns and challenges, information pertaining to proposed selection recommendations may be shared by EPA with other Federal, state, local, territorial, or Tribal governmental departments or agencies before final selections are made in order to determine whether potential selections under this NOFO: (1) are expected to be funded by another department or agency to minimize the possibility of duplicate funding, (2) could be affected by permitting, regulatory or other issues involving another department or agency, and / or (3) will complement or can be used to leverage funding and capacity-building by another department or agency to maximize value. Note that this process is separate from the Intergovernmental Review requirements in 40 CFR Part 29.

## F. Anticipated Announcement and Federal Award Date

As stated in [Section II.C](#), applications will be reviewed and selected on a rolling basis and may be submitted through November 21, 2024. EPA anticipates it will announce initial selection decisions for awards under this NOFO by March 2024 with the initial awards being made in May / June 2024.

## Section VI. Award Administration Information

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Note: Additional provisions that apply to this section of the NOFO, including those related to responsibilities under civil rights laws, can be found in the [EPA Solicitation Clauses](#).

### A. Award Notification and Disputes

EPA anticipates that the first notification of selected applicants will be made via electronic mail in March 2024 and will continue to be done on a rolling basis. The notification will be sent to the original signer of the application, or the contact listed in the application. This notification, which informs the applicant that its application has been selected, is not an authorization to begin work. The official notification of an award will be made by the EPA Award Official. Applicants are cautioned that only a grants officer is authorized to bind the Government to the expenditure of funds; selection does not guarantee an award will be made. For example, statutory authorization, funding, readiness to perform projects, or other issues discovered during the award process may affect the ability of EPA to make an award to an applicant. The award notice, signed by a grants officer, is the authorizing document and will be provided through electronic mail. The successful applicant may be requested to prepare and submit additional documents and forms that must be approved by EPA before the grant can officially be awarded. The time between notification of selection and finalization of the award agreement can take up to 90 days or longer.

Assistance agreement competition-related disputes will be resolved in accordance with the dispute resolution procedures published in 70 FR (Federal Register) 3629, 3630 (January 26, 2005), which can be found at [Grant Competition Dispute Resolution Procedures](#). Copies of these procedures may also be requested by contacting the person listed in [Section VII](#) of the announcement. Note, the FR notice references regulations at 40 CFR Parts 30 and 31 that have been superseded by regulations in 2 CFR Parts 200 and 1500. Notwithstanding the regulatory changes, the procedures for competition-related disputes remain unchanged from the procedures described at 70 FR 3629, 3630, as indicated in 2 CFR Part 1500, Subpart E.

Non-profit applicants that are recommended for funding under this announcement are subject to pre-award administrative capability reviews consistent with Section 8b, 8c, and 9d of [EPA Order 5700.8: EPA's Policy on Assessing Capabilities of Non-Profit Applicants for Managing Assistance Awards](#). In addition, non-profit applicants selected for awards over \$200,000 may be required to fill out and submit to the grants management office EPA Form 6600.09, United States Environmental Protection Agency Administrative Capability Questionnaire with supporting documents as required in EPA Order 5700.8.

Depending on the projects in the grant award, EPA will impose programmatic terms and conditions to ensure successful and timely grant performance. In addition, if applicants have any questions about whether a proposed project cost is eligible or allowable, they should contact EPA for clarification prior to application submittal.

### B. Administrative and National Policy Requirements

Grantees will be subject to administrative and national policy requirements. Note that EPA plans to establish programmatic requirements in the terms and conditions of each grant agreement to implement these administrative and national policy, and other relevant, requirements, which will include but not be limited to: this award is subject to the requirements of the Uniform Administrative Requirements, Cost



Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. EPA also has programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

A listing and description of general EPA regulations applicable to the award of assistance agreements is available on the [EPA Policies and Guidance for Grants](#) page.

**Readiness to Perform Requirements:** Following selection and before award, EPA may work with selected applicants to ensure that all approvals, requirements, permits, and permissions that are needed to begin performance will, if not already obtained or complied with, be resolved by the time of award, and if not generally within 120 days of award (unless extended by EPA). A term and condition may also state that EPA may terminate the award for the recipients' failure to meet these requirements.

**State / Territories Operation and Maintenance:** Because of their unique roles, State and territorial governments may receive subawards to help implement specific project activities such as an infrastructure project in which they own the land or where they have governmental technical expertise and staffing necessary to effectively implement activities of an infrastructure or other type of project. The terms of the EPA award will also require, if applicable, that state and territorial subrecipients commit to operation and maintenance funding for any infrastructure constructed or improved on land they own with funding available under the NOFO.

**Build America, Buy America Act (BABA):** Certain projects under this NOFO may be subject to the Buy America domestic content sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§ 70911-70917). These provisions apply when using Federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. BABA requires that all iron, steel, manufactured products, and construction materials consumed in, incorporated into, or affixed to federally funded infrastructure projects must be produced in the United States. Please consider this information when preparing budget information and your application. The award recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For more information, consult EPA's Build America, Buy America [website](#). When supported by rationale provided in the Infrastructure Investments and Jobs Act (IIJA) §70914, the recipient may submit a BABA waiver request to EPA. The recipient should request guidance on the submission instructions of an EPA waiver request from their EPA Project Officer. A list of approved EPA waivers is available on the BABA website. In addition to BABA requirements, all procurements under grants may be subject to the domestic preference provisions of 2 CFR §200.322.

**Davis-Bacon and Related Acts (DBRA):** The Davis-Bacon and Related Acts (42 U.S.C. §§ 3141-3144) set labor standards, including prevailing wages and fringe benefits, and apply to most federally funded contracts for construction of public works. The DBRA labor standards and reporting requirements apply to construction projects assisted with grants authorized by the CAA, including this program, as provided in CAA § 314 (42 U.S.C. § 7614).<sup>15</sup> A term and condition specifying DBRA compliance requirements will be included in the grant agreement.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** The URA applies to acquisitions of property and displacements of individuals and businesses that result from federally

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<sup>15</sup> EPA will use the definition of *Construction* in 40 CFR 33.103 to determine whether funding will be for a construction project. That definition defines *Construction* as “. . . erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.”



assisted programs. The URA and Federal Highway Administration's implementing regulations at 49 CFR Part 24 require grantees to follow certain procedures for acquiring property for grant purposes, such as notice, negotiation, and appraisal requirements. The statute and regulations also contain requirements for carrying out relocations of displaced persons and businesses, such as reimbursement requirements for moving expenses and standards for replacement housing. A term and condition specifying URA compliance requirements will be included in the grant agreement.

**National Historic Preservation Act (NHPA):** Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant agreement, on historic properties. If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs. A term and condition specifying NHPA compliance requirements will be included in the grant agreement.

Note that Section 7(c) of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 793(c)(1)) exempts all actions under the CAA from the requirements of NEPA (National Environmental Policy Act). This Section states: "No action taken under the Clean Air Act shall be deemed a major Federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969." Therefore, as a grant program authorized under the CAA, NEPA will not apply to projects funded under the Community Change Grants.

**Justice40 Reporting:** The activities to be performed under the awards are expected to contribute to the President's goal that 40% of overall benefits of certain federal investments flow to disadvantaged communities (the Justice40 Initiative. See Section I.A). Recipients, therefore, will be expected to report on certain metrics to demonstrate to what extent the activities contribute to the 40% goal. A term and condition specifying reporting of metrics demonstrating the extent to which the grant's activities advance this 40% goal will be included in each grant agreement.

**Signage:** The activities to be performed under the awards are expected to publicize that they were funded by the U.S. Environmental Protection Agency and the Inflation Reduction Act (e.g., via signs at the place(s) of performance. The award will include appropriate terms and conditions about signage requirements.

**Environmental Justice Grant Applicant Database:** The Community Change Grants program strives to support as many CBOs that apply regardless of their ultimate success in receiving a grant, by, as appropriate 1) familiarizing applicants with federal grant application requirements, 2) sharing expectations and responsibilities of managing federal grants, 3) providing constructive feedback and recommendations on ways to strengthen unselected applications, 4) helping organizations build sustainability into projects so they continue to grow and develop after the project period is over, and 5) facilitating connections with other potential resources that can help organizations address community needs. To facilitate the achievement of these, all applicants who apply under this NOFO will be added to our Environmental Justice Grant Applicant Database.

**Reporting Requirements:** Grantees will be subject to both program performance as well as financial and administrative reporting requirements, as described below. Note that EPA will only collect reporting information from the Lead Applicant (rather than from any subrecipients), but each Lead Applicant may need to collect reporting information from subrecipients (e.g., Collaborating Entities, Statutory Partners) to meet these reporting requirements.

**Program Performance Reporting:** In accordance with 2 CFR § 200.329, each grantee will be subject to program performance reporting requirements. Reporting requirements effective during the period of

performance will be established in the grant agreement's terms and conditions, and reporting requirements effective after the period of performance will be established in a closeout agreement.

During the period of performance, EPA will require each grantee to submit quarterly performance reports within 30 days after the end of each reporting period (and with additional requirements every fourth quarterly report i.e., annually) as well as a final performance report within 90 days after the end of the period of performance. EPA will require that each grantees chief executive officer or equivalent review and submit each of these reports. EPA will use information from these reports as part of program-wide public reporting, except to the extent such information includes confidential business information (CBI) or personally identifiable information (PII) pursuant to 2 CFR § 200.338.<sup>16</sup> Included below is information that EPA may require in these reports.

**Financial and Administrative Reporting Requirements:** Each grantee will be subject to financial and administrative reporting requirements, which will be included in the grant agreement's terms and conditions ([EPA's General Terms and Conditions](#)). These requirements will include, but not be limited to:

- **Federal Financial Report:** In accordance with 2 CFR § 200.328 and 2 CFR § 200.344, each grantee must submit the Federal Financial Report ([SF-425](#)) at least annually and no more frequently than quarterly. The frequency of reporting and report submission instructions will be specified in the terms and conditions.
- **Financial Records Retention:** In accordance with 2 CFR § 200.334, each grantee will be required to retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the grant award for a period of three years from the date of submission of the final expenditure report. Additional record retention requirements on program income used after the end of the period of performance will be specified in close-out agreements.
- **MBE / WBE Utilization:** When required, each grantee must complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report ([EPA Form 5700-52A](#)) on an annual basis.
- **Real Property Status Report:** In accordance with 2 CFR § 200.329, each grantee must submit a "Real Property Status Report" ([SF-429](#)) to report real property status or request agency instructions on real property that was / will be provided as Government Furnished Property (GFP) or acquired (i.e., purchased or constructed) in whole or in part under a federal financial assistance award.

## C. Audit Requirements

In accordance with 2 CFR § 200.501(a), each grantee will be required to obtain a single audit from an independent auditor, if the grantee expends \$750,000 or more in total federal funds in the grantee's fiscal year. Audits will be made public in accordance with the process described in 2 CFR § 200.512. The grantee must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the grantee's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the [Federal Audit Clearinghouse's Internet Data Entry System](#). In addition, each grantee may be subject to additional audit requirements, including but not limited to compliance requirements as part of any compliance supplement to the single audit.

## D. Remedies for Non-Compliance

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<sup>16</sup> Information claimed as CBI in accordance with this Notice will be disclosed only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

In accordance with 2 CFR § 200.208, 2 CFR § 200.339, and 2 CFR § 200.340, EPA is provided authority for multiple potential responses if a grantee violates the terms of the grant agreement.

## E. Program Administration Activities

Under 2 CFR § 200.403 and other applicable provisions of 2 CFR Part 200, Subpart E, costs are allowable under federal awards so long as they are necessary and reasonable for the performance of the grant award. Under this NOFO, consistent with these regulations, program administration activities are allowable costs, with such activities supporting administration of the grant program. Program administration activities include (but are not limited to) conducting due diligence and underwriting financial transactions; establishing and convening advisory councils; conducting program performance and other reporting activities (e.g., expenditures for personnel and equipment to procure technology infrastructure and expertise for data analysis, performance, and evaluation); and supporting, monitoring, overseeing, and auditing subrecipients, contractors, and program beneficiaries.

## F. Fraud, Waste, and Abuse Awareness

Recipients of awards under this NOFO need to be alert and sensitive to indicators of fraud, waste, and abuse regarding the use of federal funds under the award. Fraud generally is a false representation about a material fact and can be any intentional deception designed to unlawfully deprive the United States or the EPA of something of value or to secure for an individual a benefit, privilege, allowance, or consideration to which he or she is not entitled. Waste generally involves the taxpayers not receiving a reasonable value for money in connection with any government-funded activities due to an inappropriate act or omission. Most waste does not involve a violation of law; rather, waste relates primarily to mismanagement, inappropriate actions, and inadequate oversight. Abuse generally involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. Abuse may also include misuse of authority or position for personal financial interests of those of an immediate or close family member or business associate. Abuse does not necessarily involve fraud or violation of laws, regulations or grant provisions. Indicators of fraud, waste, and abuse can be found on the EPA Office of Inspector General [website](#). Recipients should report any suspected fraud, waste, and / or abuse to the EPA Project Officer for the award or the EPA Office of Inspector General. Note that EPA Project Officers will refer matters to the EPA Office of Inspector General as appropriate.

## G. Quality Management Plans (QMPs) & Quality Assurance Project Plans (QAPPs)

Quality assurance documentation is required for awards that involve environmental information operations. EPA Project Officers will work with all selected recipients on quality assurance (QA) requirements. Once the award is made, if a QMP and / or QAPP is required for the project, the applicant will develop the document and submit for EPA's approval. Selected applicants cannot begin environmental information operations until EPA approves the QMP and / or QAPP.

**Environmental Information Operations:** A collective term that encompasses the collection, production, evaluation, or use of environmental information and the design, construction, operation, or application of environmental technology. Environmental information includes data and information that describe environmental processes or conditions. Examples include but are not limited to: direct measurements of environmental parameters or processes, analytical testing results of environmental conditions (e.g., geophysical, or hydrological conditions), information on physical parameters or processes collected using environmental technologies, calculations or analyses of environmental information, information provided by models, information compiled or obtained from databases, software applications, decision support tools,

websites, existing literature, and other sources, and development of environmental software, tools, models, methods, and applications.

**Quality Management Plan (QMP):** The recipient may need to develop a QMP. The QMP describes an organization's Quality Program. Requirements for QMPs are found in the most recent version of EPA's [Quality Management Standard](#). A QMP documents the technical activities to be performed and how the program will integrate QA, quality control, QAPPs, training, etc., into all its environmental information operations.

**Quality Assurance Project Plans (QAPP):** The recipient may need to develop a QAPP(s). A QAPP describes how environmental information operations are planned, implemented, documented, and assessed during the life cycle of a project. Requirements for QAPPs are found in the most recent version of [EPA's Quality Assurance Project Plan Requirements / Standard Quality Assurance Project Plans \(QAPP\)](#). Quality assurance is sometimes applicable to assistance projects (see 2 CFR 1500.12). Quality assurance requirements apply to the collection of environmental data. Environmental (data are any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. Environmental data include information collected directly from measurements, produced from models, and compiled from other sources, such as databases or literature. Once the award is made, if a Quality Assurance Project Plan is required for the project, the applicant will have to draft a QAPP prior to beginning work on the project. You must reserve time and financial resources in the beginning of your project to prepare your QAPP and include the cost for developing your QAPP in your Detailed Budget. Selected applicants cannot begin data collection until EPA approves the QAPP.

## Section VII. Contact Information

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For information or questions about this NOFO, please email: [CCGP@epa.gov](mailto:CCGP@epa.gov)

## Appendix A. Definition of Disadvantaged Communities and Mapping Requirements

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Applicants must demonstrate that the projects in their application would benefit a disadvantaged community. EPA is defining disadvantaged community as one that meets at least one of the following criteria:

1. A geographically-defined community identified as disadvantaged on the [EPA IRA Disadvantaged Communities Map](#). The map combines multiple datasets (including [CEJST](#) and [EJScreen](#)) that determine whether a community is disadvantaged for the purposes of implementing programs under the IRA. All datasets are assigned values at the Census block group level.<sup>17</sup> Instructions for how to use the map to identify disadvantaged community eligibility are below under the section titled “EPA’s IRA Disadvantaged Community Layer Availability.”
2. A community that falls into one of the following two categories<sup>18</sup>:
  - a. A farmworker community comprised of individuals with no fixed work address, who travel from their permanent residence to work in agriculture on a temporary or seasonal basis, and may relocate several times throughout the year. Applicants can demonstrate that a farmworker community is comprised of such individuals by submitting verification documentation from an authorizing governmental entity or through comparable means.
  - b. A Disadvantaged Unincorporated Community (DUC). For purposes of this NOFO, DUCs are generally defined as Census Designated Places<sup>19</sup> that lack fixed legally determined geographic boundaries and have certain common characteristics and conditions (e.g., the absence of adequate permanent water, sewer services, or acceptable housing). This includes all areas defined as Colonias by the U.S. Department of Housing and Urban Development (HUD).<sup>20</sup> Colonias that are not defined by HUD but are identifiable on the “Colonias” layer in EJScreen are also considered DUCs. DUC status can also be demonstrated through submitting localized data that represent similar characteristics. Applicants who seek funding for projects in a DUC Targeted Investment Area should demonstrate eligibility using the DUC criteria listed above. Applicants should direct questions to [CCGP@epa.gov](mailto:CCGP@epa.gov) regarding verification.

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<sup>17</sup> The EPA IRA Disadvantaged Community User Layer Guide includes: 1) All census tracts that are identified as disadvantaged in the [Climate & Economic Justice Screening Tool \(CEJST\)](#); 2) Any census block group that is at or above the 90<sup>th</sup> percentile for any of EJScreen’s Supplemental Indexes when compared to the nation or state, and / or 3) any geographic area within Tribal lands (including Alaska Native Allotments, Alaska Native Villages, American Indian Reservations, American Indian Off-reservation Trust Lands, & Oklahoma Tribal Statistical Areas), as included in EJScreen. Note: CEJST is a tool used to identify disadvantaged communities in furtherance of the Justice40 Initiative from EO 14008. EPA’s [EJScreen](#) is an environmental justice mapping and screening tool that provides demographic and environmental information at a fine geographic resolution across the United States. The data described above from these tools are used to help ensure that projects benefit disadvantaged communities.

<sup>18</sup> Applicants are encouraged to acknowledge when communities identified in the following two categories overlap with the disadvantaged communities described above.

<sup>19</sup> [Census Designated Places](#) (CDPs) are statistical equivalents of incorporated places and represent unincorporated communities that do not have a legally defined boundary or an active, functioning governmental structure.

<sup>20</sup> [Colonias History – HUD Exchange](#).

## **Project Area and Project Area Map for Track I Applications**

### **Track I Applications**

For Track I applications, applicants must define the specific disadvantaged community that the projects and supporting activities will directly benefit by submitting to EPA one contiguous Project Area Map with an outlined boundary as instructed below.

The Project Area Map should also reflect where each project submitted under the application is located within the Project Area. The Project Area may include multiple census block groups (or the equivalent) that are designated as a disadvantaged community by EPA as defined above. All projects and activities should be located within the Project Area, except in cases where the project must be located outside of the Project Area to address the localized pollution issue at the source, or where otherwise necessary to ensure that the disadvantaged community will benefit from the project. One such example is if the project addresses water quality issues upstream to benefit a downstream community. While projects and activities may have an incidental benefit to census block groups (or other areas) that are not considered disadvantaged communities, the applicant must demonstrate that the projects' primary benefits will flow to disadvantaged communities in the Project Area.

Applicants may submit a map generated in EPA's EJScreen tool. Applicants also have the option to submit a map in another geospatial format such as a shapefile (.shp), geodatabase (.gdb), or map service if census data is not available for the community.

#### **The submitted map should include the following:**

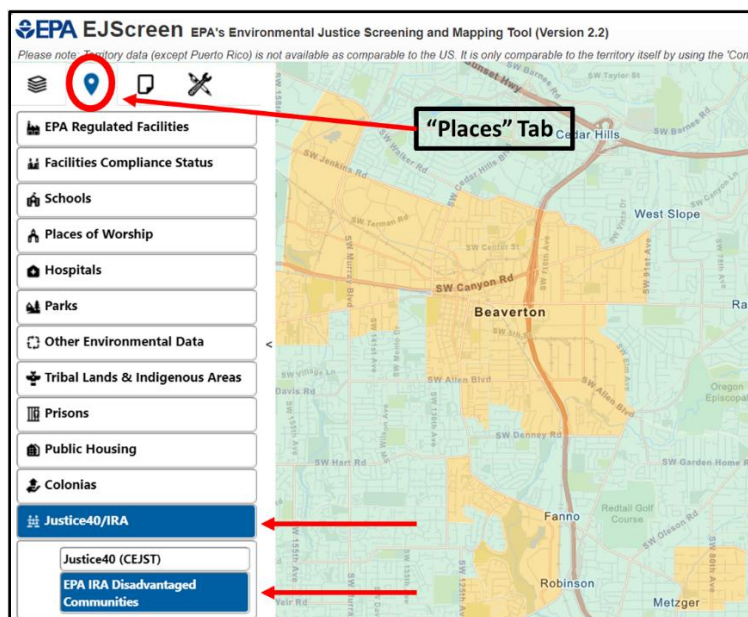
- a. The Project Area with an outlined boundary.
- b. Main streets, landmarks, or both.
- c. Community assets (e.g., parks or play areas, schools, community center).
- d. Jurisdictional boundaries, including incorporated and unincorporated areas.
- e. Any other attributes that may provide important context about the Project Area.

Note: While Track II applications are not required to submit a Project Area Map, as stated in Section III.D and IV.B they must describe and identify the disadvantaged communities that will benefit from the projects.

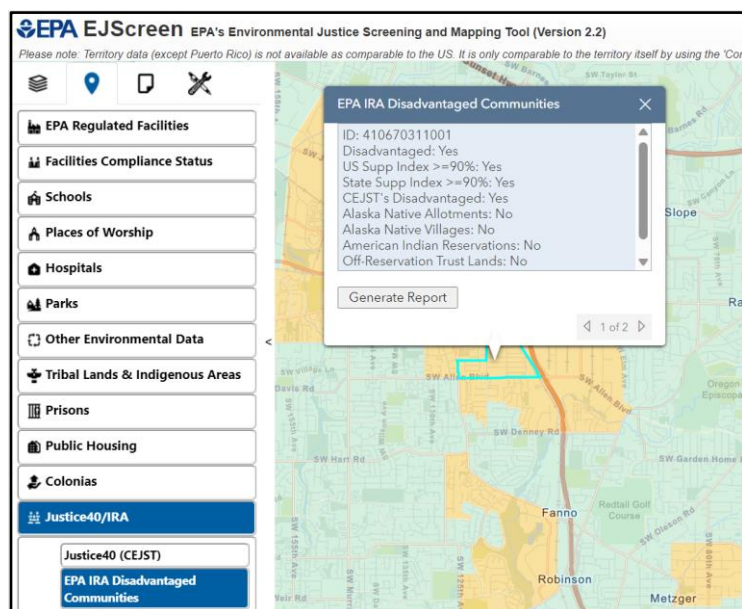
### **EPA's IRA Disadvantaged Community Layer Availability**

Within EJScreen, EPA's IRA Disadvantaged Community layer can be found in the "Places" tab by clicking the "Justice40 / IRA" category, and then selecting "EPA IRA Disadvantaged Communities." Census tracts designated as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST) are also available in the same category. See screenshots below.



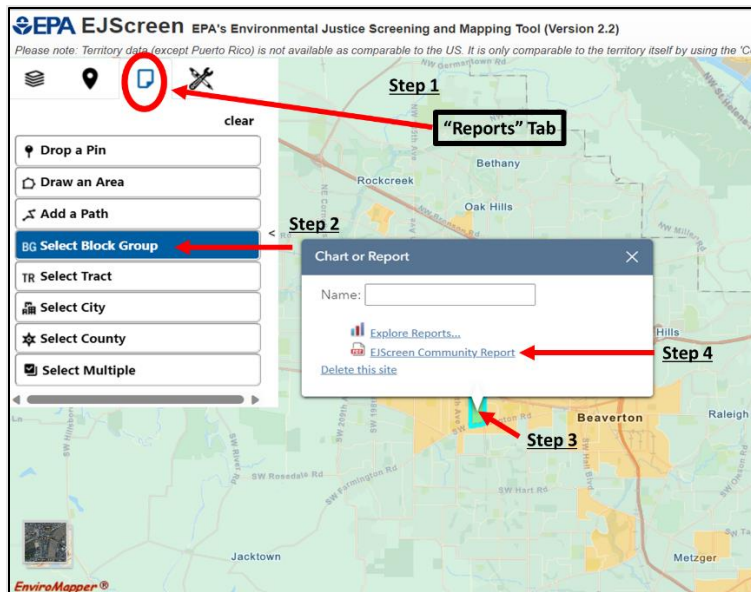


Users can click on the individual block groups to generate a pop-up indicating the criteria that led to the designation. Please see below:



To generate an EJScreen community report, click the “Reports” tab and then “Select Block Group” or “Select Multiple.” Click on the disadvantaged community, and when the pop-up appears, select “EJScreen Community Report.”





For disadvantaged communities that cannot be identified using the “EPA IRA Disadvantaged Communities” layer, applicants must describe the communities and indicate how the project will benefit them. Applicants may use other layers featured in EJScreen to help identify these communities.

If you would like the data products and technical document associated with this map layer, please visit: [Inflation Reduction Act Environmental and Climate Justice Program](#).

## Appendix B. Partnership Agreement between the Lead Applicant and Statutory Partner

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To be eligible for funding, the Lead Applicant must include in the application a copy of a written and signed Partnership Agreement with the Statutory Partner that is legally binding. At a minimum, the Partnership Agreement must specify the following:

- Who will be the Lead Applicant and the Statutory Partner.
- The Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
- The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
- The roles and responsibilities of the Lead and Statutory Partner for project activities and how disputes between them will be handled and resolved. Please note that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project. It must also describe the procedures for replacing a Statutory Partner with another Statutory Partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. Note that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6).
- The Lead Applicant and Statutory Partner's agreement, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

## Appendix C. Climate Action Strategies and Associated Project Activities

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Eligible project activities associated with each Climate Action Strategy identified in Section I.G. of the NOFO could include but are not limited to the following examples. Applicants may propose different activities as long as they are consistent with the applicable Climate Action Strategy as described in Section I.G of the NOFO and are eligible for funding under section 138(b)(2) of the Clean Air Act.

### **Strategy 1: Green Infrastructure and Nature-based Solutions**

Examples:

- **Building climate resilience and carbon sequestration through tree planting**
  - Mitigate urban heat islands through reflective surfaces and shade trees or other vegetation, including preparing planting sites and establishing and caring for trees and other vegetation.
  - Plant trees in public spaces.
  - Plant trees in sites that are strategically selected to shade buildings (i.e., planted within 60 feet of a building).
- **Multi-benefit stormwater projects**
  - Construct permeable surfaces, collection basins, rain gardens, bioswales and other green infrastructure.
  - Restore and / or protect wetlands.
  - Improve urban forest site(s) to create new or more functional planting locations for trees and other vegetation, such as bioswales, which contribute to:
    - Greening to protect and conserve community lands and water;
    - Watershed protection that supports sensitive wildlife habitat and enhances water access.; and / or
    - Replacement of concrete or pavement and restoring spaces to more natural conditions to restore water to the community, reduce flooding, and improve public greenspace.
- **Public parks and open spaces**
  - Create new parks or enhance / expand existing parks to provide climate resilience benefits like heat island reduction and flood mitigation or other demonstrable environmental benefits.
  - Green existing schoolyards to protect vulnerable populations by adding nature-based solutions.

### **Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience**

Examples:

- Construct new, expanded, or enhanced bikeways, walkways, or non-motorized urban trails that reduce vehicle miles traveled and related air pollution by providing safe routes for zero-emission travel between residences, workplaces, commercial and community centers, and schools.
- Implement “[Complete Streets](#)” projects to improve walkability, bike-ability, and transit use, including improved access for people with disabilities. projects to improve walkability, bike-ability, and transit use, including improved access for people with disabilities that reduce vehicle miles traveled and related air pollution.

- Implement climate resilience measures on bikeways or trailways such as raising the elevation or installing permeable pavers to reduce flooding or increasing shade coverage to mitigate extreme heat.
- Conduct the measurement, analysis, design, planning and engineering work necessary to submit a competitive application for state and / or federal funding that will fund large-scale improvements (larger than this competition is able to fund) to significantly reduce a community's Greenhouse Gas (GHG) emissions and / or improve climate resilience.
- Purchase, lease, or contract for the use of zero-emission vehicles for community car sharing, vanpooling, ride-sharing, and related mobility options.
- Purchase, construct, and / or install infrastructure, equipment, or facilities to create and / or support low or zero-emission transportation options.

Guidelines:

- Transportation projects that involve public transit or improvements to public property should include a governmental agency as a Collaborating Entity that will help perform and oversee the project.

### **Strategy 3: Energy-Efficient, Healthy, Resilient Housing and Buildings**

Examples:

- Install energy efficiency measures such as insulation, double or triple glazed windows, “cool roofs” that reflect sunlight, and energy management systems in public buildings.
- Install ventilation systems to help improve indoor air quality during pollution-related events such as wildfires.
- Install or retrofit homes or multi-family housing with higher-efficiency electric heating, cooling, and cooking systems (e.g., heat pumps, heat pump water heaters, electric and induction stoves, electric clothes dryers).
- Reduce heat island effects by installing cool roofs on homes, multi-family housing, or public buildings.
- Implement other similar projects qualified under [HUD's Green and Resilient Retrofit Program \(GRRP\)](#). Note that applicants who have received or will receive HUD funding under this program must have internal controls in place to ensure that the same costs are not charged to more than one Federal grant.<sup>21</sup>

Guidelines:

- In their Project Narrative, applicants should describe how low-income residents will directly benefit from the project through lower costs and how residents will be trained on how to operate and maintain new technology and equipment, where applicable.
- For projects that will fund home or multi-family housing improvements, applicants should include details of their target tenants or homeowners, such as with those incomes at or below the greater of:
  - For Metropolitan Areas: (1) 80% Area Median Income (AMI) and (2) 200% of the Federal Poverty Level

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<sup>21</sup> Refer to 2 CFR 200.403(f).

- For Non-Metropolitan Areas: (1) 80% AMI; (2) 80% Statewide Nonmetropolitan Area AMI; and (3) 200% of the Federal Poverty Level
- Applicants may also target community housing (e.g., land bank, housing conservancy, cooperative, or other community-based nonprofit) or public housing for this strategy.
- Applicants should refer to the description of the Community Strength Plan in the NOFO, particularly the need to minimize the risks associated with displacing current residents due to EPA-funded investments for this strategy.

#### **Strategy 4: Microgrid Installation for Community Energy Resilience**

Examples:

- Construct microgrid infrastructure.
- Install microgrids with onsite renewable energy generation and storage.
- Install ancillary energy infrastructure necessary to support microgrids.
- Install other energy infrastructure for microgrid operations.

Guidelines:

- The application should include details that demonstrate the extent to which the microgrid will serve the target community, such as: that the microgrid will be used to ensure that reliable power is provided for any community-serving buildings or critical facilities during extreme weather emergencies or any weather-related outages; that the community lacks an external grid, and the microgrid will be used to meet local energy consumption needs during normal or “blue sky” conditions; or where an external grid is available, that the microgrid will be capable of interconnecting with that grid to meet peak energy consumption demands and increase grid reliability.

#### **Strategy 5: Community Resilience Hubs**

Examples:

- Assess the most acute climate risks facing a community (e.g., extreme heat, flooding, wildfire), identify where the community has gaps in its resilience strategy, then design a plan to mitigate specific risks by creating or upgrading community facilities to serve as resilience hubs that remain operable during an emergency.
- Purchase and install backup power equipment such as generators or onsite solar and storage at one or more resilience hubs.
- Implement structural and non-structural retrofits to enhance the resilience of the hub (e.g., raise the building elevation to reduce flood risk, improve cooling systems and / or insulation to reduce extreme heat risk).
- Implement wildfire mitigation measures such as retrofitting the hub to reduce flammability, creating a defensible space between the hub and its surrounding environment, and installing air filtration equipment to reduce the risks of smoke inhalation.
- Purchase and install communications devices that can operate even with loss of local power and telecommunications systems.

Guidelines:

- The resilience hubs should be operable during an emergency. Applicants are encouraged to develop plans that will help ensure the facility is operable, including an emergency communications plan, plan for backup power during emergencies, and agreements and processes for activating the facility in the event of an emergency.
- The community resilience hub should be a community-convening space that provides climate resilience and related resources and services to community residents.
- Applicants should demonstrate how they will work with relevant emergency response organizations to maximize the efficacy and use of the resilience hub.

## **Strategy 6: Brownfields Redevelopment**

### **Examples:**

- Build and / or upgrade existing structures and sites to improve community use while reducing GHG emissions and / or improving climate resilience.
- Implement greening efforts (tree-planting, park construction or renovations, community garden developments, etc.) that mitigate GHG emissions and / or improve climate resilience.
- Install low or zero emission energy infrastructure such as solar and storage.
- Conduct deconstruction and green demolition activities to support adaptive reuse or new construction. Applicants can refer to EPA's Climate Smart Brownfields Manual for information about green demolition activities.
- Acquire land to enable a brownfield redevelopment that has emissions mitigation and / or climate resilience benefits.

### **Guidelines:**

- Redevelopment sites eligible for funding must be consistent with the federal definition of a Brownfield site in 42 U.S.C. 9601(39) as follows: a brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.
- Projects for adaptive reuse should explore and can leverage national and state historic preservation tax credits to maximize funding streams.<sup>22</sup>
- Applicants must demonstrate that no cleanup activities will be performed at the site, and / or that cleanup activities are not necessary at the site. This can be demonstrated by one of the following:
  - A completed Phase I Environmental Site Assessment with no recognized environmental conditions (RECs) at actionable levels;
  - A completed Phase II Environmental Site Assessment with sampling result levels below actionable levels;
  - Lead or asbestos building survey or equivalent environmental or building investigation to determine no likely sources of contamination or hazardous materials will be encountered on site that pose risks to the adjacent community or occupational health and safety risks to workers; or
  - No Further Action letter from the state or Tribal Brownfields response program.

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<sup>22</sup> See guidelines for [Tax Incentives for Preserving Historic Properties](#).

## Strategy 7: Waste Reduction and Management to Support a Circular Economy<sup>23</sup>

Examples:

- Implement a community-scale composting program to reduce emissions from food waste that includes an educational campaign to inform Project Area residents about climate benefits of reducing food waste.
- Implement a community-scale recycling program.
- Reduce emissions from food waste by implementing programs that distribute unused food to project area residents.

Guidelines:

- Where relevant, applicants should demonstrate that all inedible food scraps derived from projects are composted, and that other materials are diverted from landfills and support a circular economy.
- Where relevant, project activities should demonstrate how they are using EPA best practices related to the circular economy or other sources of guidance.<sup>24</sup> Resources include the [Planning for Natural Disaster Debris](#) guidance and [Sustainable and Resilient Communities Through Solid Waste Investments and Best Practices After Disasters](#).
- Applicants should consider EPA's ranking of [wasted food management pathways](#) and [EPA Waste Management hierarchy](#) for sustainable materials management.

## Strategy 8: Workforce Development Programs for Occupations that Reduce GHG Emissions and Air Pollutants

This strategy allows applicants to propose workforce development programs that will help reduce GHG emissions and other air pollutants to benefit disadvantaged communities.

This strategy allows applicants to propose workforce development programs for employment in fields that will help reduce GHG emissions and other air pollutants to benefit disadvantaged communities. A wide range of occupations support the reduction of GHG emissions and air pollutants. Because EPA cannot provide an exhaustive list of such occupations, applicants should describe how their workforce development program will support the reduction of GHG emissions or other air pollutants.

Examples of career pathways that may be part of a workforce development program include but are not limited to: electricians, steamfitters, pipefitters, laborers, and other skilled trades occupations that support building electrification, renewable energy projects, and other similar activities; occupations related to the manufacturing of low- and zero-emission technologies; careers in low- and zero-emissions transportation such as vehicle mechanics supporting electric vehicle technologies; community health and outreach workers that assist households in reducing their emissions and addressing sources of pollution; and other careers related to emissions reduction, such as methane mitigation or agricultural carbon mitigation. Applicants should describe how their workforce development program will support the reduction of GHG emissions or other air pollutants.

Guidelines:

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<sup>23</sup> A circular economy is generally described as a model of production and consumption, which involves sharing, leasing, reusing, repairing, refurbishing, and recycling materials and products as long as possible and based on three main principles: eliminate waste and pollution, circulate products and materials, and regenerate nature.

<sup>24</sup> Refer to EPA's guidance on the [Circular Economy | US EPA](#)



As noted in Section I.G of the NOFO, strong workforce development programs should include the following three features at a minimum:

**1. Multi-sectoral partnerships that bring together workforce expertise and enable pathways into high-quality careers.**

The foundation of a strong workforce development initiative is a set of partners that represent diverse expertise, community and worker voice, and employer needs. For these programs, applicants may collaborate with organizations with workforce development expertise, such as labor unions, tradeswomen organizations, local workforce development boards (locate yours using this [U.S. Department of Labor search tool](#)), career and technical schools, community colleges, workforce development nonprofits, and other similar organizations.

Examples of the types of expertise and experience that are important for a successful workforce development program include, but are not limited to:

- Technical skills and experience to lead classroom and on-the-job training, including equipping students and individuals with the skills needed to succeed and be safe on the job, including knowledge of new and emerging greenhouse gas and other air emissions-reduction technologies;
- Knowledge of the local, State, and regional labor market and relevant relationships to have a deep understanding of employer hiring, staffing, and skilling needs, emerging trends especially related to the clean energy transition, and considerations for local job quality and worker voice;
- Strong awareness of the barriers individuals in the community face to training and employment, including an understanding of unique barriers specific populations face, and clear strategies for how to address those barriers; and
- Established relationships of trust within the community, including knowledge of relevant history and community dynamics, in addition to meaningful, long-lasting relationships in the community that will support trainee recruitment and participation.

**2. High-quality training models that are worker-centered, demand-driven, and lead to good jobs.**

Workforce development projects should be focused on training individuals for high-quality, long-term career pathways in family-sustaining jobs, rather than short-term or temporary, low-wage jobs. Applications should demonstrate that the workforce development project fulfills an industry demand in the Project Area and surrounding region, is informed and supported by employers, and has a clear pathway to long-term employment with family-sustaining wages. This will be key to delivering programs that enable true economic mobility for individuals in disadvantaged communities and bolster the capacity of communities to respond to environmental justice concerns in a sustained fashion.

Examples of high-quality, evidence-backed training models are: Apprenticeship readiness programs (or “pre-apprenticeships”) with a connection to one or more Registered Apprenticeship Programs; Registered Apprenticeship Programs (registered via the U.S. Department of Labor (DOL) Office of Apprenticeship or State Apprenticeship Agency); Joint Labor-Management Training Programs; paid internships; partnerships with community colleges or vocational schools that award an industry-recognized credential; and similar models that combine on-the-job learning, classroom learning, and mentorship. DOL has a resource on “high-road training programs” that applicants are invited to review [here](#).

Workforce development programs can serve adult or youth populations. Applicants may consider high-quality youth-serving training models, including: pre-apprenticeship programs that prepare young people to enter Registered Apprenticeship Programs; career and technical education programs (as described by the



[U.S. Department of Education](#)); and other similar models. Please note that applicants may propose programs to be included in the [American Climate Corps](#) (ACC), which is a federal government initiative focused on training young people for high-demand skills for jobs in the clean energy economy. To qualify as an ACC program, the program must provide youth with at least 300 hours of paid skills-based training and / or service. Applicants submitting a workforce development project to be considered for the ACC should note that in their application.

### **3. Strategies for recruiting and retaining individuals from disadvantaged communities, especially for populations that face disproportionate barriers to employment.**

It is a statutory requirement (section 138(b)(1) of the Clean Air Act) for this program to benefit disadvantaged communities. These benefits may include providing opportunities to individuals with barriers to training and / or employment, so they can find long-term employment and economic opportunity in fields associated with air pollutants and GHG reduction. Projects should be designed with comprehensive research and evidence-based strategies for addressing barriers to recruitment, training, employment, and retention. Examples include supportive services to meet the needs of the disadvantaged community, such as childcare and transportation assistance; life skills and basic skills training, such as financial literacy and job readiness, to prepare for a career related to GHG and air pollutant reduction; career services, such as developing individualized employment plans; peer-to-peer mentorship programs to connect experienced workers with new workers to help them learn the job and find a sense of belonging in the workplace; reasonable accommodations consistent with federal equal employment opportunity laws; coaching to support work-based learning; and case workers to support workers with barriers to employment.

**Applicants proposing a workforce development project are encouraged to describe the following elements and any additional details identified by the applicant:**

- Design of the program, including if the applicant is proposing a high-quality, evidence-backed training model as described above, and a description of the credential(s) the participants will earn.
- Duration of the program and program components, such as time spent in classroom and on-the-job training. Applicants are encouraged to also describe ongoing support participants will receive once they exit the training program and connect to full-time employment to support retention.
- How applicants will engage employers and how the program will connect to high-quality jobs. Applicants can review the federal Good Jobs Principles [here](#).
- Estimated number of participants that will be trained in the program.
- Plan for how the program will recruit participants and how the program will build visibility and trust among residents of the Project Area.
- Curriculum the program will use and how it is informed by industry standards and employer demand.
- Wages or stipends for the duration of the program. Applicants are strongly encouraged to provide reasonable compensation for time spent in training to increase participation and retention.
- Strategies the program will use to meet the needs of populations that experience barriers to training and employment.
- Applicant's approach to administering supportive services to mitigate barriers to training and employment.
- Indicators the program will use to evaluate success as well as the methodology the program will use to track the progress of participants during and after the program. Applicants may review the Six Primary Indicators of Performance used by the public workforce system, as described by the Department of Labor [here](#).

## Appendix D. Pollution Reduction Strategies and Associated Project Activities

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Eligible project activities associated with each Pollution Reduction Strategy could include but are not limited to the following examples. Applicants may propose different activities as long as the activities are consistent with the applicable Pollution Reduction Strategy described in Section I.G of the NOFO and are eligible for funding under section 138(b)(2) of the Clean Air Act.

### **Strategy 1: Indoor Air Quality and Community Health Improvements**

Examples:

- Remediate or mitigate harmful substances in buildings, including lead, mercury, pesticides, radon, mold, PCBs (caulk, flooring, etc.), lead-based paint, asbestos, and other toxic substances.<sup>25</sup>
- Install, upgrade, or replace HVAC and / or filtration systems that improve indoor quality in schools, community-serving buildings, and single-and-multifamily homes. These upgrades may be done in conjunction with climate strategies that reduce building GHG emissions.
- Equip community centers and community buildings in agricultural worker communities with decontamination stations (e.g., publicly available shower and laundry stations) to eliminate take-home pesticide exposures.
- Purchase equipment that can enable “do-it-yourself” upgrades using research-based methods, to distribute within communities impacted by smoke.
- Replace wood heaters that do not meet EPA’s New Source Performance Standards with more efficient, cleaner heaters certified by EPA, and independently verified to meet (or to have emissions below) the most stringent Step 2 emission reduction standards described in Standards of Performance for New Residential Wood Heaters, New Residential Hydronic Heaters, and Forced-Air Furnaces heaters.

### **Strategy 2: Outdoor Air Quality and Community Health Improvements**

Examples:

- Reduce exposure from mobile and stationary sources by:
  - developing or expanding vegetative barriers.
  - creating alternate truck route programs to decrease impacts to sensitive communities.
  - providing grants, rebates, or subsidies for households, small businesses, public partners, and community organizations to replace portable diesel equipment such as leaf blowers and lawn mowers with zero-emission alternatives.
  - retrofitting spray booths in local small businesses to reduce VOC contamination from auto body painters.
  - providing grants, rebates, or subsidies for backup battery systems to replace diesel backup generators in homes, public facilities, or small businesses.
- Create clean air zones or low-emission zones such as:

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<sup>25</sup> The prohibition on using Community Change Grant funding to remediate Brownfields sites does not apply to this activity.

- Encouraging “last-mile” delivery through electric delivery vehicles (e.g., trucks, vans, cargo bikes).
- Electrifying local government-owned fleets providing services to communities (e.g., sanitation trucks, public buses).
- Implementing urban designs that promote air flow and reduce the concentration of pollution along street corridors (e.g., remove or reduce costly parking mandates, reduce idling of diesel vehicles).
- Implement sustainable construction practices such as minimizing dust and emissions during building projects (e.g., electrify equipment, cover construction sites, utilize water sprays, properly manage waste).
- Replace toxic play surfaces that emit harmful pollutants (e.g., tire crumb and certain turfs at schools, community playgrounds, and fields) with non-toxic, permeable options to provide safe places for children to play.
- Develop other policies that promote reductions in air pollution from transportation such as land use and zoning policies that enable households to live in affordable, dense, and vibrant communities within urban and rural areas.

Guidelines:

- Communities seeking funding for zero-emission school buses should encourage their local school district apply to EPA’s \$5 billion [Clean School Bus program](#).

### **Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience**

Examples:

- Perform targeted infrastructure upgrades such as:
  - Replacing private-side lead lines in a home, childcare facility, school, or other community-serving building during full lead service line replacement<sup>26</sup>
  - Septic to sewer conversions that connect homes to nearby community water systems.
  - Installing working water fountains at schools and parks where there are no fountains or they are inoperable, malfunctioning, or contaminated.
  - Installing water conservation and efficiency technologies that will allow utilities to better monitor and reduce energy consumption onsite.
  - Installing water reuse technologies that allow for system decreases in both energy and water use efficiencies through water capture, loss prevention, and closed loop approaches.
- Prepare and apply for state and / or federal water infrastructure funding to address larger community needs (e.g., a leak detection and pipe replacement plan, a PFAS action plan, or upgrades to water and wastewater treatment facilities that reduce pollution) by:
  - Assessing the problem through water sampling and monitoring.
  - Developing a plan, which could include the necessary design and engineering work.
  - Preparing an application for federal funding to one of several sources such as to EPA’s State Revolving Loan funds.
- Provide emergency interventions such as:

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<sup>26</sup> [EPA’s Drinking Water Regulations for Lead. Lead Service Lines. Strategies to Achieve Full Lead Service Line Replacement.](#)

- providing recurring point-of-use filters while communities await lead service line replacement.
- providing alternate water supplies for communities and buildings that have contaminated water (PFAS, lead, PCBs, arsenic, nitrates, etc.) in communities with contaminated water systems.
- adopting facility procedures or system upgrades that allow for service flexibilities, mobility, and continuity in the event of an emergency due to climate-related disaster events.

**Guidelines:**

- The projects should also include a public outreach / education campaign on safe drinking water and / or wastewater, working with the public water system where possible.<sup>27 28</sup>
- Activities should be coordinated with the EPA funded [Environmental Finance Centers](#) to minimize duplication of effort.

**Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste**

**Examples:**

- Purchase equipment for hazardous waste sampling to determine classification.
- Collect, process, recycle, or otherwise dispose of household hazardous waste and electronics programs and infrastructure.
- Conduct compliance oversight for the collection, processing, recycling, storage and disposition of household hazardous waste and electronics.
- Develop or expand hazardous waste collection, recycling, and safe recycling programs and infrastructure.
- Develop or expand safe disposal technologies for hazardous waste.
- Reduce demand for single-use plastic products (by installing public water bottle refill stations and water fountains or implementing community and city-scale water reuse and refill systems), and phasing out single-use products that may be unnecessary.

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<sup>27</sup> [EPA on Reducing Lead in Drinking Water](#), [EPA Communication Plan 3Ts](#), [Basic Information about Your Drinking Water](#).

<sup>28</sup> [Drinking Water Analytical Methods](#).

## Appendix E. Job Quality & Equitable Employment Opportunities

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It is a priority of the EPA that this grant program supports high-quality, family-sustaining, community-strengthening jobs with the free and fair choice to join a union, consistent with [Executive Order 14082, Implementation of the Energy and Infrastructure Provisions of the Inflation Reduction Act of 2022](#). As such, EPA is interested in funding proposals that have a commitment to creating good jobs and utilizing a diverse, highly skilled workforce, including an emphasis on creating employment opportunities for populations living in communities that are disadvantaged.

This supports the broader goals of environmental justice by making sure federal funds are spent on Climate Action and Pollution Reduction projects that have a commitment to strong labor standards, creating stronger communities where worker, employer, and community needs are collectively met. Characteristics of a good job include strong wages and family-sustaining benefits; worker empowerment and neutrality with respect to union organizing and collective bargaining; work environments that promote worker health and safety; job security; equitable workforce development pathways and opportunities for career advancement; and supportive services, such as childcare and transportation, to support individuals that face barriers to employment; among others. When considering how to support job quality, EPA encourages applicants to review the eight [Good Jobs Principles](#) developed by the U.S. Department of Labor and Department of Commerce. The Department of Labor has produced several resources that help potential applicants understand the Good Jobs Principles and implement them through federal funding programs including: [Good Jobs in Federal Investments: A Toolkit for Employers, Workers, and Government](#); [Good Jobs Initiative Job Quality Check List](#); [Good Jobs in Federal Investments: Data and Reporting Appendix](#).

Grant funding for construction projects under this program is subject to Davis Bacon and Related Acts prevailing wage laws as provided in Section 314 of the Clean Air Act. Beyond this requirement, applicants are encouraged to articulate additional strategies they will use to deliver on the goals outlined above, including ensuring high labor standards and a diverse workforce to benefit the local community where the EPA funded work is taking place. These commitments should be concrete, specific, and measurable rather than vague statements, and may be integrated into EPA's agreement with the recipient through programmatic terms and conditions.

## Appendix F. Track I and II Outputs and Outcomes

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The term “output” means an environmental activity, effort, and / or associated work product related to an environmental / public health goal and objective that will be produced or provided over a period or by a specified date. Outputs may be quantitative or qualitative but must be measurable during the assistance agreement funding period.

The term “outcome” means the result, effect, or consequence that will occur from carrying out an environmental / public health program or activity that is related to an environmental / public health programmatic goal or objective. Outcomes may be environmental, behavioral, health-related, or programmatic in nature, but must be quantitative. They may not necessarily be achievable within the assistance agreement funding period.

Examples of expected outputs and outcomes for the Track I and II awards under this NOFO include but are not limited to the following as applicable depending on the strategies and projects in the application. Applicants may identify additional outputs and outcomes as relevant to their specific strategies and projects in their application.

### Track I Output and Outcome Examples

Strategy	Output Examples	Outcome Examples
<b>Climate Action Strategies</b>		
Strategy 1: Green Infrastructure and Nature-based Solutions	<ul style="list-style-type: none"> <li>▪ Coastal green infrastructure projects, including blue-green trails (#)</li> <li>▪ Green / complete streets, sidewalks, bus stops (#)</li> <li>▪ Green / cool roofs (#)</li> <li>▪ Area of impermeable surfaces replaced with vegetation (acres)</li> <li>▪ New parks and / or public green space developed (acres)</li> <li>▪ New shade tree canopy (square footage, # of shade trees planted)</li> <li>▪ Area under implementation of low tillage / composting practices (acres)</li> <li>▪ New community gardens and greenhouses (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Increased green space as measured by square footage of added greenspace</li> <li>▪ Increased resilience to extreme weather and climate conditions as measured by reduction in flash flooding events, improved groundwater recharge, and cooler ambient temperatures during heat waves</li> <li>▪ Increased community resilience as measured by reduced damage and recovery costs for infrastructure, property, and cultural resources</li> </ul>
Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience	<ul style="list-style-type: none"> <li>▪ New EVs, bikes / electric bikes, and other low-and-zero emissions vehicles that are available via carsharing / bike sharing programs (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced air pollution from transportation (e.g., GHG reductions, reduced number of days with unsafe air quality for vulnerable populations)</li> <li>▪ Increased use of public transportation services and</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Streets improved to encourage walkability, bike-ability, and transit use (#, miles)</li> <li>▪ EVs that can be used as backup power in lieu of diesel generators (#)</li> </ul>	<p>programs that promote electric vehicles, car sharing, and bike sharing</p>
Strategy 3: Energy-efficient, Healthy, Resilient Housing and Buildings	<ul style="list-style-type: none"> <li>▪ Home energy audits performed (#)</li> <li>▪ Air sealings completed (#)</li> <li>▪ Homes insulated (#)</li> <li>▪ Natural gas appliances replaced with electric equivalents (#)</li> <li>▪ Mobile homes retrofitted with solar panels and storage (#)</li> <li>▪ Electrification, weatherization, and HVAC upgrades / replacements of low-income houses, apartments, small businesses, and other community buildings (#)</li> <li>▪ Energy efficient home-heating appliances installed (#)</li> <li>▪ Homes or units converted to electric heating (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lower consumption of home heating fuels (propane, heating oil, natural gas, and wood) and reduction in associated climate pollutants (e.g., black carbon, methane, CO<sub>2</sub>), as well as ambient and indoor emissions of Hazardous Air Pollutants and PM<sub>2.5</sub>.</li> <li>▪ Decreased incidence of asthma</li> </ul>
Strategy 4: Microgrid Installation for Community Energy Resilience	<ul style="list-style-type: none"> <li>▪ Renewable energy capacity installed (MW)</li> <li>▪ Battery storage installations (MWh)</li> <li>▪ GHG emissions reductions (ton CO<sub>2</sub>)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Enhanced resilience during extreme weather events as measured by fewer power disruptions</li> <li>▪ Increased number of homes connected to a resilient power source</li> </ul>
Strategy 5: Community Resilience Hubs	<ul style="list-style-type: none"> <li>▪ Space built or converted into a community resilient hub (square ft)</li> <li>▪ Disaster preparedness trainings delivered (#)</li> <li>▪ Stormwater management flood preparedness training delivered (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Enhanced physical safety during natural disasters as measured by the number of hospitalizations and lives lost among vulnerable populations</li> <li>▪ Increased community awareness of emergency preparedness</li> </ul>
Strategy 6: Brownfield Redevelopment	<ul style="list-style-type: none"> <li>▪ Impervious surface reduced (square footage)</li> <li>▪ Community meetings to involve impacted residents (#)</li> <li>▪ Green demolition activities to support adaptive reuse or new construction (#)</li> <li>▪ Shade trees planted (#) and new vegetation (square footage)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Square footage of space redeveloped for resilience purposes, such as heat-reducing shade</li> <li>▪ New economic opportunities created through the redevelopment of previously polluted land (e.g., number of business or low-income housing units)</li> </ul>



Strategy 7: Waste Reduction and Management to Support a Circular Economy	<ul style="list-style-type: none"> <li>Waste diverted from landfills (pounds / tons)</li> <li>Waste recycled (pounds / tons)</li> <li>Food waste composted (pounds / tons)</li> </ul>	<ul style="list-style-type: none"> <li>Cleaner communities with less trash / waste on land and in waterbodies as measured by litter surveys</li> <li>Reduced food waste and associated emissions as measured by weight of compost diverted from landfills</li> </ul>
Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants	<ul style="list-style-type: none"> <li>Individuals in disadvantaged communities that participate in workforce training in sectors related to GHG emissions and air pollution reduction who are currently unemployed, under-employed, or face employment barriers (#)</li> <li>People in disadvantaged communities hired and retained into high-quality jobs to reduce air pollution and GHG emissions based on participation in a workforce training program (#)</li> <li>Individuals who receive wages / stipends and supportive services delivered to enable community members' participation in workforce training programs (# individuals receiving such wages / stipends)</li> </ul>	<ul style="list-style-type: none"> <li>Increased literacy among community members about environmental sectors and skills required to pursue these jobs</li> <li>Increased number of high-quality workforce training programs, such as pre-apprenticeship and Registered Apprenticeship, in disadvantaged communities</li> <li>Increased wages, benefits, job quality, and job security for participants in workforce training programs</li> </ul>
Alaskan-specific Climate Action Strategies	<ul style="list-style-type: none"> <li>Renewable generation capacity installed (MW)</li> <li>Fuel storage facilities repaired (#)</li> <li>Greenhouses constructed (#)</li> <li>Portable micro-water treatment systems installed (#)</li> </ul>	<ul style="list-style-type: none"> <li>Improved water and soil quality so water / land can be used for Alaskan Native traditional uses</li> <li>Increased access to energy sources with low air pollution and carbon emissions</li> <li>Protection of cultural resources including environmental habitats</li> </ul>
<b>Pollution Reduction Strategies</b>		
Strategy 1: Indoor Air Quality and Community Health Improvements	<ul style="list-style-type: none"> <li>[Type of] trainings implemented (#)</li> <li>Classrooms with air cleaners (#)</li> <li>Houses / schools with upgraded / improved HVAC systems (#)</li> <li>Homes in which moisture issues have been addressed (#)</li> <li>Wood appliance upgraded or replaced (#)</li> </ul>	<ul style="list-style-type: none"> <li>Increased public and environmental health literacy</li> <li>Decreased incidence of asthma symptoms as measured by doctor visits or school nurse visits for asthma symptoms</li> <li>Reduced exposure to radon and risk of developing radon-induced lung cancer</li> </ul>
Strategy 2: Outdoor Air Quality and Community Health Improvements	<ul style="list-style-type: none"> <li>Clean air zones or low-emission zones created (#)</li> </ul>	<ul style="list-style-type: none"> <li>Increased public and environmental health literacy</li> </ul>



	<ul style="list-style-type: none"> <li>▪ Abandoned oil / gas wells plugged (#)</li> <li>▪ Toxic play surfaces replaced (#)</li> <li>▪ Community monitoring and alert systems installed to alert households to increasing pollution levels (#)</li> <li>▪ Wildfire smoke preparedness trainings delivered (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced exposure to PM, carbon dioxide, VOCs, ozone, nitrogen dioxides, and toxics.</li> <li>▪ Increased skill development and improvements in community capacity to independently assess air pollution reduction options</li> </ul>
Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience	<ul style="list-style-type: none"> <li>▪ Clean water fountains installed in schools / parks (#)</li> <li>▪ Full lead service lines replaced for low-income homes (miles)</li> <li>▪ Private wells tested for PFAS (#)</li> <li>▪ Stormwater management / flood preparedness trainings delivered (#)</li> <li>▪ Water efficiency systems installed (e.g., drought mitigation systems, rain capture installations) (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Decreased levels of water contamination and pollution as measured by boil water advisories, lead poisoning, or water quality monitoring results</li> <li>▪ Increased availability of clean, safe drinking water</li> </ul>
Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste	<ul style="list-style-type: none"> <li>▪ Lead paint remediations completed (#)</li> <li>▪ Tires diverted from landfills / the environment to disposal facilities (#, weight)</li> <li>▪ Neighborhoods / cities / residents served through residential waste composting / chipping program (#)</li> <li>▪ Waste transfer, material reuse, and / or recycling stations installed in underserved communities (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Decreased exposure to toxics and hazardous chemicals</li> <li>▪ Reduced odors and pathogens</li> <li>▪ Increased residential waste composting</li> </ul>
Strategy 5: Eliminate Harmful Chemicals through Product Replacements	<ul style="list-style-type: none"> <li>▪ Conventional products replaced with Safer Choice-certified or other EPA recommended products (#, volume, customers impacted)</li> <li>▪ Units of PFAS food contact materials replaced (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced exposure to hazardous chemicals for those who live and work in and near places with chemical use and application</li> </ul>
ANCSA-Specific Pollution Reduction Strategies	<ul style="list-style-type: none"> <li>▪ Homes served with micro-water treatment systems (#)</li> <li>▪ Planning documents and Environmental Information Document created (#)</li> <li>▪ Site assessments and initial cleanups completed (#)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Improved water and soil quality so water / land can be used for Alaskan Native traditional uses</li> <li>▪ Protection and preservation of cultural resources including environmental habitats</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Reduced exposure to harmful chemicals and pollutants on Alaskan Native lands through remediation of contaminated lands and buildings (acres of land, # buildings)</li> </ul>	
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## **Track II Output and Outcome Examples**

### **Outputs**

- New policies developed and implemented in response to community recommendations (e.g., through a new advisory council, participatory budgeting) (#)
- Community benefits agreements or memoranda of understanding signed (#)
- Number of community residents who complete a training that builds their capacity to participate in government processes (#)
- Amount of new funding allocated to benefit disadvantaged communities (dollars)
- Number of residents who participate in a community-based participatory research initiative that informs a government process and / or priority (#)
- Research products published with data reflecting community opinions and preferences (#)
- Number of educational forums and / or meetings held between governmental officials and community members (#)

### **Outcomes**

- Increased involvement of individuals from disadvantaged communities in local, state, federal and other governmental environmental public processes
- Expanded knowledge of local, state, federal and other governmental environmental public processes among disadvantaged communities
- Stronger relationships and trust between disadvantaged communities and government entities on matters relating to environmental protection
- More transparent processes for governmental decision-making on environmental protection policies and greater governmental focus on inclusivity
- Increased accountability and community input into governmental decision-making on environmental protection policies
- More informed decisions made, and environmental actions taken, by government bodies to benefit disadvantaged communities
- Enhanced capacity in disadvantaged communities to be involved in local, state, federal, and other governmental environmental public processes
- Increased funding to enable disadvantaged communities to address environmental and climate justice issues
- New environmental or climate policies developed to be responsive to community needs

## Appendix G. Budget Template

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(This template is optional, and applicants may use a different format for the template).

Category	Description	Total
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Contractual		
Construction		
Other (separate by participant support costs, subawards, and other costs)		
Total Direct Costs (sum of the above categories)		
Indirect Costs		
Total Project Costs (sum of direct and indirect costs)		

## **Guidance for Budget Template**

The budget template is an attachment to the application and does not count toward the Project Narrative's page limit as described in Section IV of the NOFO. Applicants should include applicable rows of costs for each budget category in their budget template to accurately reflect the proposed application budget for each year of the grant. EPA provides detailed guidance on budget development in the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#), but applicants may use other forms instead of this template as long as total costs per category (and specific descriptions of costs) are included.

Applicants must itemize costs related to personnel, fringe benefits, travel, equipment, supplies, contractual costs (including acquisitions of intangible property), construction, and other costs (including subawards and participant support costs) as direct costs. Direct costs plus the indirect costs equal the total project costs. Descriptions of these cost categories are below. Applicants should be aware that if their projects include using federal funds to purchase goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States, they must comply with the Build America, Buy America Term and Condition if they are selected for an award.

**To facilitate consideration of an application for partial funding, EPA recommends that applicants separate costs for financial assistance in the program budget by project category, to the extent practicable.**

- **Personnel - List all staff positions by title. Give annual salary, percentage of time assigned to the project, and total cost for the budget period.** This category includes only direct costs for the salaries of those individuals who will perform work directly for the program (paid employees of the applicant organization as reflected in payroll tax records). Personnel costs do not include: (1) costs for services of contractors (including individual consultants), which are included in the "Contractual" category; (2) costs for employees of subrecipients under subawards or non-employee program participants (e.g., interns or volunteers), which are included in the "Other" category; or (3) effort that is not directly in support of the proposed program, which may be covered by the organization's negotiated indirect cost rate. The budget table must identify the personnel category type by Full Time Equivalent (FTE), including percentage of FTE for part-time employees, number of personnel proposed for each category, and the estimated funding amounts.
- **Fringe Benefits - Identify the percentage used, the basis for its computation, and the types of benefits included.** Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits may include, but are not limited to, the cost of leave, employee insurance, pensions, and unemployment benefit plans. If the applicant's fringe rate does not include the cost of leave, and the applicant intends to charge leave to the agreement, it must provide supplemental information describing its proposed method(s) for determining and equitably distributing these costs.
- **Travel - Specify the mileage, per diem, estimated number of trips in-state and out-of-state, number of travelers, and other costs for each type of travel.** Travel may be integral to the purpose of the proposed program (e.g., site visits); related to proposed program activities (e.g., attendance at community engagement meetings); or for a technical training or workshop that supports effective implementation of the program activities (e.g., consumer awareness activities). Only include travel costs for employees in the travel category. Travel costs do not include: (1) costs for travel of contractors (including consultants), which are included in the "Contractual" category; or (2) travel costs for employees of subrecipients under subawards and non-employee program participants (e.g., trainees), which are included in the "Other" category. Further, travel does not

include bus rentals for group trips, which would be covered under the “Contractual” category. Finally, if the applicant intends to use any funds for travel outside the United States, it must be specifically identified. All proposed foreign travel must be approved by EPA’s Office of International and Tribal Affairs prior to being taken.

- **Equipment - Identify each item to be purchased that has an estimated acquisition cost of \$5,000 or more per unit and a useful life of more than one year.** Equipment also includes accessories necessary to make the equipment operational. Equipment does not include: (1) equipment planned to be leased / rented, including lease / purchase agreement; or (2) equipment service or maintenance contracts that are not included in the purchase price for the equipment. These types of proposed costs must be included in the “Other” category. Items with a unit cost of less than \$5,000 must be categorized as supplies, pursuant to 2 CFR § 200.1. The budget table must include an itemized listing of all equipment proposed under the program. If installation costs are included in the equipment costs, labor expenses shall be itemized with the detailed number of hours charged and the hourly wage. If the applicant has written procurement procedures that define a threshold for equipment costs that is lower than \$5,000, then that threshold takes precedence.
- **Supplies - “Supplies” means all tangible personal property other than “equipment.” The budget detail should identify categories of supplies to be procured (e.g., laboratory supplies or office supplies).** Non-tangible goods and services associated with supplies, such as printing services, photocopy services, and rental costs must be included in the “Other” category.
- **Contractual - Identify proposed contracts, specifying the purpose and estimated cost for typical contractual services and disaggregating any costs for acquisitions of intangible property.** Contractual services (including consultant services) are those services to be carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. The [EPA Subaward Policy](#) and supplemental frequently asked questions have detailed guidance available for differentiating between contractors and subrecipients. Leased or rented goods (equipment or supplies) must be included in the “Other” category. EPA does not require applicants to identify specific contractors, but if an applicant does so they must demonstrate that the contractor was selected in compliance with competitive procurement requirements in 2 CFR Parts 200 and 1500. Subcontracts are not subawards and belong in the “Contractual” category.

In the budget description, the applicant should list the proposed contract activities along with a brief description of the anticipated scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive), if known. Any proposed non-competed / sole-source contracts more than the applicant’s 2 CFR § 200.320(a) micro-purchase threshold (generally \$10,000) must include a justification. Note that EPA rarely accepts proposed sole source contracts for goods and services (e.g., consulting) that are widely available in the commercial market absent a copyright, patent, or equipment warranty requirement or similar restriction that establishes that only one source can provide the necessary good or service; unique qualifications or long-standing relationships with a grantee do not provide an adequate basis for a sole source contract. Applicants must provide the aggregate amount they propose to issue as acquisitions of intangible property as a separate line item in the “Contractual” category. Refer to the [EPA Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for EPA’s policies on competitive procurements and encouraging the use of small and disadvantaged business enterprises.

- **Other - List each item in sufficient detail for EPA to determine the reasonableness and allowability of the cost.** This category should include only those types of direct costs that do not

fit in any of the other budget categories including subawards, participant support costs, and additional costs (e.g., insurance, costs for acquiring or improving real property, rental / lease of equipment or supplies, equipment service or maintenance contracts, and printing or photocopying).

- **Subawards** - 2 CFR § 200.1 defines a subaward as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity.” 2 CFR § 200.1 defines a Pass-through entity as “a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program” and a Subrecipient as “an entity...that receives a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award.” Identify each major subaward including those with the Collaborating Entities. Applicants must show the individual and aggregate amounts they propose to issue as subawards. Additional guidance is available in the EPA Subaward Policy and below.
- **Participant Support Costs** - 2 CFR § 200.1 defines participant support costs as “direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.” EPA regulations at 2 CFR § 1500.1(a)(1) expands the definition of participant support costs to include “[S]ubsidies, rebates, and other payments to program beneficiaries to encourage participation in statutorily authorized environmental stewardship programs.” Additional guidance is available in the [EPA Guidance on Participant Support Costs](#).

## Indirect Costs

If indirect costs are budgeted, indicate the approved rate and distribution base. Indirect costs are those incurred by the grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Indirect costs must be based on a rate approved by the applicant’s cognizant federal agency, or the 10% de-minimis rate authorized by 2 CFR § 200.414(f). Additional indirect cost guidance is available in [Indirect Cost Guidance for Recipients of EPA Assistance Agreements](#) and in Section VI.u, “IDC Competition Clause,” of the [EPA Solicitation Clauses](#).

Notwithstanding this, indirect costs have been capped as described below based on a deviation approved per 2 CFR 200.414:

### Limitation on indirect costs for grants and cooperative agreements

- a. In general: Except as otherwise provided by statute, indirect costs charged against any grant and / or cooperative agreement awarded under this NOFO shall not exceed 20 percent of the total amount of the federal award.
- b. Exception: Subsections (a) and (c) shall not apply to Indian Tribes as defined in section 302(r) of the Clean Air Act who serve in the role of direct recipient and / or subrecipient under the program or to Intertribal consortia that meet the requirements of 40 CFR 35.504(a) and (c) even if the Intertribal consortia is eligible for funding as a Community Based Nonprofit Organization.
- c. Treatment of subawards: In the case of a grant and / or cooperative agreement described in subsection (a), the limitation on indirect costs specified in such subsection shall be applied to both the initial direct assistance award amount and any subaward of the federal funds provided under the initial assistance award so that the total of all indirect costs charged to each of the federal awards (i.e., both the initial direct assistance award amount and any subawards) funded under the initial assistance award does not exceed such limitation. As provided in 2 CFR 200.332(a)(2) pass-through

entities are responsible for ensuring compliance with the indirect cost limitation by their subrecipients.

Note: This limit does not extend to indirect costs on procurement contracts.

## Appendix H. Alaska Tribal Lands Target Investment Area

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As noted in Section II.B, this NOFO includes a Target Investment Area for projects benefitting Alaska Tribal lands that are defined as disadvantaged communities in Appendix A. Under this Target Investment Area, EPA is accepting applications that include projects focusing on the clean-up of contaminated lands conveyed through the Alaska Native Claims Settlement Act (ANCSA).

Applications submitted by eligible applicants including Alaska Native Villages (ANVs), Alaska Native Nonprofit Organizations, and Alaska Native Nonprofit Associations for the Alaskan Target Investment Area must include, like all other Track I applications, at least one Climate Action Strategy and at least one Pollution Reduction Strategy and meet the other Track I application requirements in Section I.G of the NOFO, to be eligible for funding. Applicants are not limited to a single project activity under a strategy and may select several project activities associated with a strategy. Note that the for-profit Alaska Native Corporations are not eligible to be Lead Applicants or Statutory Partners for this NOFO. The Climate Action and Pollution Reduction Strategies addressed in applications for the Alaskan Target Investment Area can address either the Climate Action and Pollution Reduction Strategies (and project activities referenced in Appendices C and D) in Section I.G, or any specific Alaskan ones described below under paragraphs 1 and 3. EPA strongly encourages applications that include Pollution Reduction strategy projects to clean up contaminated lands such as those conveyed through ANCSA as addressed in Section 1 below.

### **1. ANCSA-Specific Pollution Reduction Strategy and Associated Project Activities**

This section describes project activities specific to the assessment and cleanup of sites covered by the Contaminated ANCSA Lands Assistance Program. The specific requirements that apply to ANCSA cleanup projects are below.

ANCSA was enacted in 1971 to settle aboriginal claims to public lands through the conveyance of 46 million acres of land to Alaska Native regional and village corporations and the transfer of one billion dollars from the state and federal governments as compensation for lands which could not be returned to Alaska Native ownership. Many of the lands promised and conveyed to corporations pursuant to the settlement in ANCSA were contaminated. The contaminants on some of these lands—which include arsenic, asbestos, lead, mercury, pesticides, polychlorinated biphenyls, and petroleum products—pose health and other concerns to Indigenous Alaskans and communities and are present in quantities above state and federal clean-up levels, negatively impacting subsistence resources and hampering cultural, social, and economic activities.

In 2023, EPA initiated a new [Contaminated ANCSA Lands Assistance Program](#) (ANCSA Program) to assist with addressing contamination on lands conveyed pursuant to ANCSA and provide funding to (1) characterize, assess, and conduct planning and community involvement activities related to these lands and (2) to carry out cleanup activities at ANCSA sites contaminated at the time of conveyance. The statutory authority for the ANCSA Program (Public Law 117-328) states that recipients of grants awarded under the ANCSA Program may use the funding to “. . . supplement other funds provided by the Environmental Protection Agency through individual media or multi-media grants or cooperative agreements.”

#### **Eligible ANSCA project activities:**

- Conducting Planning and Developing Site Plans:
  - Planning and site plan development for individual contaminated sites.



- Where multiple sites are connected through location, infrastructure, or economic, social, and environmental conditions, planning and site plan development can take an area-wide approach for multiple sites. Applicants must demonstrate how work conducted at several sites will benefit the primary site selected for investment. Project Area requirements are outlined in I.D of the NOFO but may be waived for purposes of coordinated cleanup.
- Conducting Site Assessments and Related Activities:
  - Conducting site assessment and sampling activities
  - Developing a Health and Safety Plan, Quality Assurance Project Plan and / or Sampling Plan prior to conducting any environmental sampling and analysis (a requirement for any projects conducting sampling).
  - Submitting samples for analysis to an EPA accredited laboratory. Analytical costs from evaluating site samples.
  - Developing a report of the sample results and conclusions based on analysis (i.e., Conceptual Site Model, Assessment report, Site Inspection or Sampling Summary Report).
  - Supporting planning for future cleanup activities such as analysis of cleanup alternatives.
- Conducting Initial Cleanup Activities:
  - Developing a site cleanup approach and documenting the approach in a Site Cleanup Plan to include agreed upon cleanup endpoints, aligned with Alaska Department of Environmental Conservation (ADEC) cleanup process.
  - If necessary, procuring contract services to conduct cleanup activities such as contaminated material removal, sampling, or health and safety monitoring.
  - Conducting environmental confirmation sampling post-cleanup activities to determine if further action is required. If necessary, planning for next phase of site cleanup.
  - Developing a report documenting removal and / or cleanup activities.
- Conducting Community Engagement Activities:
  - As noted in Section I of the NOFO, all applicants are required to develop a Community Engagement Plan. Effective community engagement is vital to working effectively with Alaska Native communities. Therefore, for ANCSA-related cleanup projects, Community Engagement Plans should include community engagement activities and / or development of culturally sensitive protocols for project implementation of cleanup activities.
  - Costs of conducting community engagement activities, including training for workforce development, youth engagement, elder engagement in documentation of Traditional Knowledge, and other costs associated with meaningfully engaging the community in the project can be included in the proposal budget.
- Compiling Information to Use to Comply with NEPA
  - The projects funded under this NOFO do not require Environmental Information Documents (EID) because EPA awards under this NOFO are not subject to the National Environmental Policy Act (NEPA), under Section 7(c) of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 793(c)(1)). However, applicants may seek funding to prepare EIDs as needed to comply with NEPA in connection with other federal grant-funded projects in Alaska. EPA awards under the ANCSA program, for example, are subject to NEPA, as are programs funded by other federal agencies.

**Additional Eligibility Requirements for ANCSA-related projects and activities:**

Applicants proposing ANCSA-related cleanup projects must provide the following documentation of eligibility in their application. Failure to do so may render the application ineligible for funding. Specifically, applicants must provide the following site-specific information for where the cleanup activities will be performed, demonstrating that the site:

- was conveyed pursuant to ANCSA;
- was contaminated by hazardous substances, pollutants, contaminants, or petroleum at the time of conveyance; and
- is listed on the interim EPA inventory of Contaminated ANCSA Lands (for more information on EPA's interim inventory and program related to cleaning up contaminated lands conveyed pursuant to ANCSA, visit EPA Region 10's [website](#)).
- If the applicant is not the owner of the contaminated site(s) to be addressed, EPA will require proof that the landowner will provide access to the site and supports taking action to address contamination.

## **2. General Alaskan Pollution Reduction Strategies**

In addition to the ANCSA land contamination projects identified above, applicants for the Alaskan Tribal Lands Target Investment Area may include Pollution Reduction Strategies as identified in Section I.G of the NOFO.

## **3. Alaska-Specific Climate Action Strategies**

Below are examples of additional Alaska-specific Climate Action Strategies and project activities that may be included in applications for the Alaskan Tribal Lands Target Investment Area, which are in addition to the Climate Action Strategies described in Section I.G of the NOFO.

- Community energy resilience, which may include activities such as:
  - Multi-energy systems including renewable (solar, wind, etc.) and traditional (bulk fuel) sources to increase resilience during extreme events and support a clean energy transition.
  - Power system projects, including renewable energy projects, and the construction, repair, and maintenance of fuel storage facilities in rural areas.
- Improving human health and climate resilience, which may include activities such as:
  - Construction of greenhouses that enable sustainable food growth that can promote healthy foods, food accessibility, and food availability.
  - Food storage facilities to enable sustainable access to traditional foods to support places where permafrost degradation is destroying traditional ice cellars. New food storage facilities may be constructed to support the access and availability of traditional foods. Selection of this project component must include a permafrost mitigation strategy.
  - Projects to support new and improved access points to traditional food resources, such as construction of new fishing docks or river / lake boat ramps to allow for improved fishing opportunities in places that have a high reliance on traditional foods, where climate change has degraded access and availability of food sources.
- Permafrost degradation management strategies that may include strategies such as:
  - Source water protection (impacts from landfills, thawing of permafrost, and potential impacts to traditional drinking water sources as well as established drinking water systems).
  - Portable micro-water treatment systems applicable to those impacted by emergencies which impact drinking water systems, with the ability to treat water until system repairs are complete or new systems built.

- Manage and monitor contamination impacting land, food, and water backhaul / removal of waste materials not suitable for disposition in permitted landfills in Alaska.
- Climate emergency management and response strategies that may include activities such as:
  - Purchase of emergency response cargo containers with materials ready to deploy, including four-wheeler, snowmachine, communications, temporary office location, boat, oil spill response materials, smoke management equipment, etc.
  - Development of emergency alert and warning systems for wildfires, flooding and other emergencies stemming from climate change.
- Nature-based resilience strategies that may include activities such as:
  - Restoration of natural systems to help protect coastal communities from the impacts of storms, floods, and other natural hazards.
  - Storm damage prevention and reduction, coastal erosion, and ice and glacial damage stemming from climate change.



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

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**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

FINANCE, TREASURY & ADMIN

**Project #**

**Contact Name/Phone**

JESSICA 625-6369

**Bid #**

**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

MCATHCART ZZAPPONE

**Agenda Item Name**

0410 - FINANCE - SBO-ANNUAL ENCUMBRANCE CARRYOVER

### **Agenda Wording**

The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year and is covered under RCW 35.33.151.

### **Summary (Background)**

This carryover process applies to any goods or services ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Additionally, during this annual process if it is discovered that funds were unable to be properly encumbered for various reasons, including a bid window still being open at year's end, items will be selected for re-budget.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ TBD

Current Year Cost \$ TBD

Subsequent Year(s) Cost \$ 0

### **Narrative**

Following the close of Accounting's Period 13 for 2023, Finance staff will review all 2023 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2024 budget.

### **Amount**

### **Budget Account**

Expense \$ TBD

# Various fund reserves

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	STRATTON, JESSICA		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	JONES, GARRETT		

## Distribution List

[illegible]

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	01/22/2023
<b>Submitting Department</b>	0410-Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> , 625-6369
<b>Council Sponsor(s)</b>	<u>CM Cathcart &amp; CM Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10min
<b>Agenda Item Name</b>	SBO – Annual Encumbrance Carryover
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><u>Background</u></p> <p>The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year and is covered under RCW 35.33.151. Additionally, during this annual process if it is discovered that funds were unable to be properly encumbered for various reasons, including a bid window still being open at year's end, items will be selected for re-budget.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk's Office prior to December 31.</p> <p><u>Summary</u></p> <p>Following the close of Accounting's Period 13 for 2023, Finance staff will review all 2023 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2024 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 5, 2024 meeting. The review of the encumbrances will begin January 19, 2024 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed.</p> <p>For context, the five year average for the encumbrance carryover SBO has averaged approximately \$130.3 million across all City funds. The City's General Fund portion has averaged approximately \$3.8 million over the same period.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>To Be Determined</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Amount will be identified near February 1, 2024 after a hurried two week process shared between Accounting and Finance. Once identified, a memo will be prepared for review.	

**Funding Source**      ☒ One-time      ☐ Recurring      ☐ N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**      ☒ One-time      ☐ Recurring      ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

n/a – recurring annual budget process

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

n/a – recurring annual budget process

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

n/a – recurring annual budget process

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

If any of these plans or programs have unexpended expenditures as of the end of 2023, but encumbered funds or unable to be encumbered funds, this process allows work to continue seamlessly.

An ordinance carrying over from the 2023 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, at the end of the 2023 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment & supplies and unfulfilled contracts for personnel services, properly budgeted and contracted for, or pending contract, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2024 budget; and

WHEREAS, this ordinance has been on file three days;

**NOW, THEREFORE,**

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds the following encumbrance carryover changes be made:

**TBD**

Section 2. That in the budgets of the various funds the following re-budget changes be made:

**TBD**

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date





## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

1/9/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

CITY ATTORNEY

**Project #**

**Contact Name/Phone**

ELIZABETH 625-6232

**Bid #**

**Contact E-Mail**

ESCHOEDEL@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

MCATHCART

**Agenda Item Name**

0500-LEGAL - BUSINESS REGISTRATION PUBLIC RULE RESOLUTION

### **Agenda Wording**

This Resolution is pursuant to SMC 8.01.250 to adopt updated business registration rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC.

### **Summary (Background)**

This Resolution is pursuant to SMC 8.01.250 to adopt updated business registration rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC. The prior business license rules were promulgated in 1993 and are obsolete.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	JONES, GARRETT		

## Distribution List

[illegible]

CITY OF SPOKANE DEPARTMENT FINANCE PUBLIC RULE AND REGULATION	DEPT 0860-__ -____  LGL 2024-_____
TITLE: FINANCE – <b>BUSINESS REGISTRATION RULES</b> EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

1.1 This Public Rule is promulgated and published pursuant to SMC 8.01.250 and is necessary to carry out the provisions of Chapter 8.01 SMC. Appendix A, City of Spokane Business Registration Rules is incorporated herein sets out the Spokane City Business Registration Rules.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to all Business Licenses and Registrations, the Taxes and Licenses Department, the Office of Finance, Treasury for the City of Spokane.

## 3.0 REFERENCES

Chapter 8.01 SMC  
SMC 8.01.250

## 4.0 DEFINITIONS

Not Applicable

## 5.0 POLICY

The Chief Financial Officer hereby adopts rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC, as contained in Attachment A.

## 6.0 PROCEDURES

6.1 See Appendices

## 7.0 RESPONSIBILITIES

The Taxes and Licenses Department through the City's Office of Finance, Treasury and Administration Department shall administer this Public Rule and Policy.

## 8.0 APPENDICES

8.1 Appendix A – City of Spokane Business Registration Rules

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

## APPENDIX A CITY OF SPOKANE BUSINESS REGISTRATION RULES

- RULE 1: Lost or Replaced Registrations or Licenses.
- RULE 2: Interpreter of the Ordinance.
- RULE 3: Insurance Business.
- RULE 4: Real Estate Brokers and Salesman.
- RULE 5: Occasional Sales From a Temporary Location.
- RULE 6: Salesman.
- RULE 7: Persons engaging in Business. Employees
- RULE 8: Building Trades.
- RULE 9: Engaging in Business with the City – Exemption.

The following rules are applicable to the Spokane City Business Registrations ordinances. They have been promulgated and published by the City of Spokane's Chief Financial Officer, pursuant to SMC § 8.01.250.

(Licensing/Registration is conducted by DOR).

### **RULE 1: Lost or Replaced Registrations or Licenses.**

The City of Spokane no longer provides replacement licenses. Licenses can be reprinted from DOR.

### **RULE 2: Interpreter of the Ordinance.**

The Department of Taxes and Licenses of the City of Spokane shall be the official interpreter of the business tax and registration code. All questions concerning the tax shall be submitted to it in writing and the opinion of the Department shall be binding upon the taxpayer.

### **RULE 3: Insurance Business.**

Under the provisions of RCW 48.14.020, the State of Washington has pre-empted the field of imposing excise or privilege taxes upon insurers and insurance agents, other than title insurers.

In conformity with this statute, licensed insurers, and licensed insurance agents, other than title insurers, are not subject to the City license fee under the terms of Spokane Municipal Code Ch. 8.01. Licensed insurers and agents exempted by ordinance may, at their option, pay a sum equal to the tax.

Licensed insurers and licensed insurance agents who offer for sale mutual funds or other non-exempt products or services shall be subject to the City license fee.

The words, “adjuster,” “broker,” and “solicitor,” as used herein, mean respectively, a person licensed as such under the provisions of Ch. 48.17 RCW.

Every person acting in the capacity of insurance adjuster, broker, or solicitor is presumed to be engaging in business and is taxable under Ordinance No. C-26861, unless such person is a bona fide employee. The burden is upon such person to establish the fact of his status as an employee. (See Rule 7 Employees)

The fact that a person is registered with the State of Washington Department of Revenue, and thereby is subject to the State B & O Tax, is conclusive evidence of the independent conduct of business requiring the payment of a license fee hereunder. (RCW 82.04.060 (14))

#### **RULE 4: Real Estate Brokers and Salesmen**

As used herein:

The terms “real estate broker” and “real estate salesman” mean, respectively, a person licensed as such under the provisions of Chapter 18.85 RCW.

A real estate broker is engaged in business as an independent contractor and is taxable under Ch. 8.01 SMC.

#### **GENERAL LICENSE CODE**

#### **RULE 5: Occasional Sales From A Temporary Location.**

Any school group conducting an occasional sale from a temporary location shall be exempt from both the Business Registration and Itinerant vendor Registration when the proceeds from such sale are used for school related activities.

#### **RULE 6: Sellers.**

Sellers on commission shall be subject to the business tax as independent agents unless their company pays them a salary and withholds federal income tax.

#### **RULE 7: Persons engaging in business. Employees.**

SMC Ch. 8.01 imposes registration fees upon persons engaged in business but not upon persons acting solely in the capacity of employees.

The question of whether a person is engaged in business or is acting in the capacity of an employee is not always readily determinable. The following rules may, however, be accepted as a guide but are not necessarily controlling in individual cases.

In cases of doubt, all the facts should be submitted to the Department of Taxes and license for a specific ruling.

#### **A. Persons Engaging in Business**

A person engaging in business is generally one who holds their self out to the public as engaging in business either in respect to dealing in real or personal property or in respect to the rendition of services; one to whom gross income of the business inures; one upon whom liability for losses lies or who bears the expense of conducting a business; one, generally, acting in an independent capacity, whether or not subject to immediate control and supervision by a superior, or one who acts as an employer and has employees subject to his control and supervision.

Persons employed by retailers or wholesalers and selling on their own account tangible personal property of a type sold by their employers, are deemed to be engaging in business and must purchase a business license.

#### **B. Employees**

An employee is an individual whose entire compensation is fixed at a certain percentage of the business obtained by such employee, payable in all events; one who has no direct interest in the income or profits of the business other than a wage or commission; one who has no liability for the expenses of maintaining an office or place of business, for other overhead or for compensation of employees; one who has no liability for losses or indebtedness incurred in conducting the business; one whose conduct with respect to services rendered, obtaining of, or transacting business, is supervised or controlled by the employer. A corporation, joint venture, or any group of individuals acting as a unit, is not an employee.

Persons who furnish equipment on a rental basis and furnish operators thereof, are presumed to be engaging in business and not to be employees. Likewise, persons who furnish materials and the labor necessary in the placing or fabricating thereof are also presumed to be engaging in business and not to be employees. The burden of proof will be upon such persons to show otherwise.

The fact that a person is construed to be an employee under the provisions of the State Unemployment Compensation Act or the Federal Social Security Act, does not conclusively establish such person as an employee.

#### **RULE 8: Building Trades.**

Persons regularly performing odd job carpentry, painting or paperhanging, plumbing, bricklaying, electrical work, etc., for the public generally are presumed to be engaging in business. The burden of proof is upon such persons to show otherwise. Here it is immaterial whether the working person is paid by the job, by the day, or by the hour it is likewise immaterial that the working person may supply labor only, any materials used being supplied by the property owner.

**RULE 9: Engaging in Business with the City—Exemption.**

SMC 8.01.070 states that no person may engage in business in the City or “with the City” without first having obtained a business license. Businesses shall not be deemed to engage in business with the City”, for purposes of SMC 8.01.070 if:

1. the business dealing arises solely as a result of a contract or service agreement with the City of Spokane, initiated by the City, and the business does not otherwise engage in business in or with the City, and
2. the business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000.

To qualify as exempted under this rule, a business must certify to the City’s Department of Taxes and Licenses that it neither solicits nor conducts any other business activities within the City and that the business contact with the City was initiated by the City.

The Chief Financial Officer, or designee, may rely upon a copy of the City’s contract with any person or entity to determine if the person or entity does not qualify for the exemption under this rule.

//

Business Registration Rules are hereby ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Elizabeth Schoedel
<b>Contact Email &amp; Phone</b>	<a href="mailto:eschoedel@spokanecity.org">eschoedel@spokanecity.org</a> / 625-6232
<b>Council Sponsor(s)</b>	<u>CM Cathcart</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Business Registration Public Rule Resolution
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	This Resolution is pursuant to SMC 8.1.250 to adopt updated business registration rules to administer and enforce the City's Business Licenses and Registrations and carry out the provisions of Chapter 8.01 SMC. The prior business license rules were promulgated in 1993 and are obsolete.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (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	



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

1/10/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

CITY COUNCIL

**Project #**

**Contact Name/Phone**

JEFF GUNN 828-7655

**Bid #**

**Contact E-Mail**

JGUNN@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE PDILLON

**Agenda Item Name**

0320 - RESOLUTION SUPPORTING MEASURE NO. 2

### **Agenda Wording**

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the City Council for the February 13, 2024 Special Election.

### **Summary (Background)**

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

### **Amount**

### **Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	BYRD, GIACOBBE		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			

## Distribution List

[illegible]

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Jeff Gunn
<b>Contact Email &amp; Phone</b>	<a href="mailto:jgunn@spokanecity.org">jgunn@spokanecity.org</a> 509-828-7655
<b>Council Sponsor(s)</b>	Dillon/Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10
<b>Agenda Item Name</b>	Resolution Supporting Measure No.2
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.
<b>Proposed Council Action</b>	Vote to approve February 5 <sup>th</sup> 2024
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> 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: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? NA	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  This resolution supports the proposed charter amendment ballot measure submitted by the Spokane City Council. If approved by voters, this amendment will revise the existing redistricting process to create a more effective and equitable approach.	
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 resolution supports the proposed charter amendment ballot measure submitted by the Spokane City Council.	



## **RESOLUTION NO. 2024-\_\_\_\_\_**

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.

**WHEREAS**, following a legal dispute surrounding the City of Spokane's recent redistricting process, a Spokane Superior Court judge recommended the City Council work on "rewriting the charter provisions" regarding the process, citing "ambiguous charter language," and further underscoring the need for a "process that removes all questions of self-interest or partisanship;" and

**WHEREAS**, on December 14, 2023, the Spokane City Council voted unanimously to approve Resolution No. 2023-0106, which submitted a City Charter amendment regarding the redistricting process for the February 13, 2024 Special Election; and

**WHEREAS**, if adopted by the voters of Spokane, Measure No. 2 will result in a charter amendment that will implement a new City Council redistricting process requiring stricter qualifications for commissioners while altering their number and appointments by the City Council and the Mayor; and

**WHEREAS**, if adopted by the voters of Spokane, Measure No. 2 will alter the criteria for redistricting maps and increase the number of public hearings; and

**WHEREAS**, if adopted by the voters of Spokane, Measure No. 2 will prohibit any modifications to the redistricting maps by the City Council and introduce an option for citizen-led redistricting as set forth in Ordinance No. C-36480; and

**WHEREAS**, if adopted by the voters of Spokane, Measure No. 2 will expand the Council Redistricting Commission from three members to seven to offer greater representation of the community, aiming for geographic and demographic diversity, including racial, ethnic, gender, political, and experiential backgrounds; and

**WHEREAS**, if adopted by the voters of Spokane, Measure No. 2 will establish further restrictions on special interest and political influence, prioritize boundaries of neighborhoods and communities of shared interest, and require more thorough public engagement of proposed maps; and

**WHEREAS**, the Spokane City Council understands the need to modify and update the existing redistricting process; and

**WHEREAS**, the Spokane City Council stands united in its support for this charter amendment and to ensuring the redistricting process is rooted in fairness, inclusivity, and transparency;

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council strongly supports CITY OF SPOKANE MEASURE NO.2, entitled "Amendment to the City Charter Regarding City Council Redistricting Process," submitted by the Spokane City Council for the February 13, 2024 Special Election.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 1680- HOMELESS, HOUSING, OPERATIONS, & SERVICES (HHOS)

Agenda Wording (630 character max)

Summary (Background) (870 character max)

Fiscal Impact

Budget Account

Expen	\$1,785,717	#0300-53010-65410-54201-99999
Select	\$	#

Distribution List


Save Cancel





## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/9/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 01/29/2024

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Project #**

**Contact Name/Phone**

KERI 6577

**Bid #**

**Contact E-Mail**

KCEDERQUIST@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

ZZAPPONE KKLITZKE JBINGLE

**Agenda Item Name**

1680- HOMELESS, HOUSING, OPERATIONS, & SERVICES (HHOS) FUNDING

### **Agenda Wording**

HHOS Funding Allocation FY 2024-2027, CHHS receives funds from WA State Dept of Commerce Consolidated Homeless Grant/Housing and Essential Needs, HUD Emergency Shelter Grant, local Human Services and local Homeless Housing Assistance Act.

### **Summary (Background)**

CHHS released the 2023 Notice of Funding Availability on 9/8/23 and issued a request for proposal. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (7/1/24-6/30/27) which aligns with the Commerce funding cycle. The RFP closed 10/13/23, 36 applications were received and a total of \$18.9 million was requested.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 1,785,039

Current Year Cost \$ 1,785,039

Subsequent Year(s) Cost \$ 5,355,117

### **Narrative**

Funds from multiple sources \$990,000 from County HHAA, \$278,615 HUD ESG, \$3,740,000 Commerce HEN, \$895,063 Commerce CHG, \$1,785,039 City HSG per year for a three year period, see briefing paper for additional information

### **Amount**

### **Budget Account**

Expense \$ 990,000

# 1540-95570-65410-54201-99999

Expense \$ 278,615

# 1540-95573-65410-54201-99999

Expense \$ 3,740,000

# 1540-95572-65410-54201-99999

Expense \$ 895,063

# 1540-95571-65410-54210-99999

Expense \$ 1,785,717

# 0300-53010-65410-54201-99999

Select \$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SWEET, HEATHER	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	JONES, GARRETT		
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	kcederquist@spokanecity.org
aschooley@spokanecity.org	rculton@spokanecity.org
dnorman@spokanecity.org	kclifton@spokanecity.org
sbrown@spokanecity.org	

# Committee Agenda Sheet

**\*Select Committee Name\***

<b>Submitting Department</b>	Community, Housing, and Human Services															
<b>Contact Name</b>	Keri Cederquist, Program Professional															
<b>Contact Email &amp; Phone</b>	<a href="mailto:kcederquist@spokanecity.org">kcederquist@spokanecity.org</a> , 509-625-6577															
<b>Council Sponsor(s)</b>																
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 15 min															
<b>Agenda Item Name</b>	Homeless, Housing, Operations, and Services (HHOS) Funding Allocation FY2024-2027															
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Community, Housing, and Human Services (CHHS) Department receives funds from the Washington State Department of Commerce Consolidated Homeless Grant/Housing and Essential Needs (CHG/HEN), HUD Emergency Shelter Grant (ESG), local Human Services (HSG) and local Homeless Housing Assistance Act (HHAA) which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.</p> <p>CHHS released the 2023 Notice of Funding Availability (NOFA) on September 8, 2023, and issued a Request for Proposals (RFP) to the public seeking projects that support the Strategic Plan, as well as align with data-driven funding priorities informed by the 2023 CHHS community needs survey. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (July 1, 2024-June 30, 2027), which aligns with the Commerce funding cycle.</p> <p>The RFP closed Oct. 13, 2023. Thirty-six applications were received and a total of \$18.9 million was requested. Members and additional participants of the Evaluation and RFP Committee of the CHHS Board were assigned applications grouped by funding source and reviewed the application packets, including staff reviews, and scored each project over the course of 4 weeks.</p> <p>The CHHS RFP Committee recommends the following projects for HHOS 3-year investments:</p> <table border="1"> <thead> <tr> <th>Project</th><th>Rec.</th><th>Source</th></tr> </thead> <tbody> <tr> <td>Volunteers of America: Crosswalk Emergency Shelter (Youth)</td><td>\$ 100,000</td><td>County HHAA</td></tr> <tr> <td>Transitions: Emergency Shelter, Transitional Housing</td><td>\$ 209,183</td><td>County HHAA</td></tr> <tr> <td>Volunteers of America: Transitional Housing (Individuals)</td><td>\$ 112,524</td><td>County HHAA</td></tr> <tr> <td>Washington Tenants' Union: Supportive Services</td><td>\$ 355,000</td><td>County HHAA</td></tr> </tbody> </table>	Project	Rec.	Source	Volunteers of America: Crosswalk Emergency Shelter (Youth)	\$ 100,000	County HHAA	Transitions: Emergency Shelter, Transitional Housing	\$ 209,183	County HHAA	Volunteers of America: Transitional Housing (Individuals)	\$ 112,524	County HHAA	Washington Tenants' Union: Supportive Services	\$ 355,000	County HHAA
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Volunteers of America: Transitional Housing (Individuals)	\$ 112,524	County HHAA														
Washington Tenants' Union: Supportive Services	\$ 355,000	County HHAA														

	Salvation Army: Transitional Housing (Families)	\$ 95,566	County HHAA
	Family Promise: Emergency Shelter (Families)	\$ 117,727	County HHAA
	<b>HHAA total:</b>	<b>\$ 990,000</b>	
	Youth-Family-Adult Connections: Emergency Shelter (Youth)	\$ 22,700	HUD ESG
	Transitions: Day Shelter	\$ 63,915	HUD ESG
	SNAP Street Outreach	\$ 96,000	HUD ESG
	Salvation Army: Transitional Housing (Families)	\$ 96,000	HUD ESG
	<b>ESG total:</b>	<b>\$ 278,615</b>	
	Goodwill HEN	\$ 3,740,000	Commerce HEN
	<b>HEN total:</b>	<b>\$ 3,740,000</b>	
	SNAP Rapid Rehousing	\$ 162,500	Commerce CHG
	Transitions: Emergency Shelter, Permanent Supportive Housing, Homeless Prevention	\$ 185,463	Commerce CHG
	Hispanic Business Professionals Association: Homeless Prevention	\$ 121,000	Commerce CHG
	Frontier Behavioral Health: Street Outreach	\$ 125,200	Commerce CHG
	Salvation Army: Street Outreach	\$ 180,900	Commerce CHG
	Jewel's Helping Hands: Street Outreach	\$ 120,000	Commerce CHG
	<b>CHG total</b>	<b>\$ 895,063</b>	
	Catholic Charities: Emergency Shelter, Transitional Housing, Rapid Rehousing, Diversion (Families)	\$ 295,400	City HSG
	Transitions: Emergency Shelter, Transitional Housing	\$ 82,949	City HSG

	<table border="1"> <tr> <td>Catholic Charities: House of Charity Emergency Shelter</td><td>\$</td><td>553,287</td><td>City HSG</td></tr> <tr> <td>YWCA: Domestic Violence Shelter</td><td>\$</td><td>147,341</td><td>City HSG</td></tr> <tr> <td>SNAP: Coordinated Entry</td><td>\$</td><td>30,711</td><td>City HSG</td></tr> <tr> <td>Family Promise: Emergency Shelter (Families)</td><td>\$</td><td>346,851</td><td>City HSG</td></tr> <tr> <td>Volunteers of America: Young Adult Shelter</td><td>\$</td><td>164,250</td><td>City HSG</td></tr> <tr> <td>Volunteers of America: Emergency Shelter</td><td>\$</td><td>164,250</td><td>City HSG</td></tr> <tr> <td><b>HSG total</b></td><td><b>\$</b></td><td><b>1,785,039</b></td><td></td></tr> <tr> <td><b>Total Recommendation</b></td><td><b>\$</b></td><td><b>7,688,717</b></td><td></td></tr> </table> <p>The CHHS Board reviewed and accepted the RFP Committee's recommendations on December 6, 2023.</p>	Catholic Charities: House of Charity Emergency Shelter	\$	553,287	City HSG	YWCA: Domestic Violence Shelter	\$	147,341	City HSG	SNAP: Coordinated Entry	\$	30,711	City HSG	Family Promise: Emergency Shelter (Families)	\$	346,851	City HSG	Volunteers of America: Young Adult Shelter	\$	164,250	City HSG	Volunteers of America: Emergency Shelter	\$	164,250	City HSG	<b>HSG total</b>	<b>\$</b>	<b>1,785,039</b>		<b>Total Recommendation</b>	<b>\$</b>	<b>7,688,717</b>	
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<b>Total Recommendation</b>	<b>\$</b>	<b>7,688,717</b>																															
<b>Proposed Council Action</b>	CHHS is seeking Council's approval of the CHHS Board Allocation Recommendation, and approval to allow CHHS to enter into contract agreements with the subrecipients.																																
<p><b>Fiscal Impact</b></p> <p>Total Cost: <u>\$7,688,717</u></p> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Funding Source      <input type="checkbox"/> One-time   <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: WA Department of Commerce, US Department of Housing and Urban Development, City of Spokane General Fund, Spokane County Recording Fees</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>																																	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)																																	
<p><b>What impacts would the proposal have on historically excluded communities?</b></p> <p>CHHS continually looks for strategies to increase services to historically excluded and underrepresented communities, which are present in Spokane's homeless and at-risk of homelessness population at a higher rate than in Spokane's non-homeless population. The subrecipients recommended for HHOS awards continually review their policies and practices to decrease equity disparity in homeless populations. Subrecipients include "by-and-for" organizations, which are directed and substantially controlled by individuals from the population they serve.</p>																																	
<p><b>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?</b></p>																																	

Data is collected through the City's Community Management Information System (CMIS) technology and reviewed in accordance with city and state analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement. In addition data is collected through CMIS and reviewed in accordance with city, state, and federal performance metrics.

**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?**

Services funded through the HHOS awards align with the Five-Year Strategic Plan to End Homelessness



**Agenda Sheet for City Council:**  
**Committee:** Finance & Administration **Date:** 01/22/2024  
**Committee Agenda type:** Information Only

<b>Date Rec'd</b>	1/15/2024
<b>Clerk's File #</b>	
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Council Meeting Date:</b>	
<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN
<b>Contact Name/Phone</b>	CONNER 625-6091
<b>Contact E-Mail</b>	WTHORNE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Information Only - Committee
<b>Council Sponsor(s)</b>	MCATHCART
<b>Agenda Item Name</b>	0410-TREASURY- Q4 2023 INVESTMENT REPORT

**Agenda Wording**  
Presentation of the Q4 2023 Investment Report

**Summary (Background)**  
Presentation of the Q4 2023 Investment Report

Lease? NO Grant related? NO Public Works?

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>			
<b><u>For the Mayor</u></b>			

## Distribution List

[illegible]



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Treasury/Finance
<b>Contact Name</b>	Conner Thorne
<b>Contact Email &amp; Phone</b>	wthorne@spokanecity.org, 509-625-6091
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 Mins
<b>Agenda Item Name</b>	Q4 '23 Investment Report
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Presentation of the Q4 2023 Investment report
<b>Proposed Council Action</b>	N/A
<b>Fiscal Impact</b> Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: SIP Loan  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (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	



# City of Spokane

## *Investment Report*

*4<sup>th</sup> Quarter – 2023*

January 22, 2024





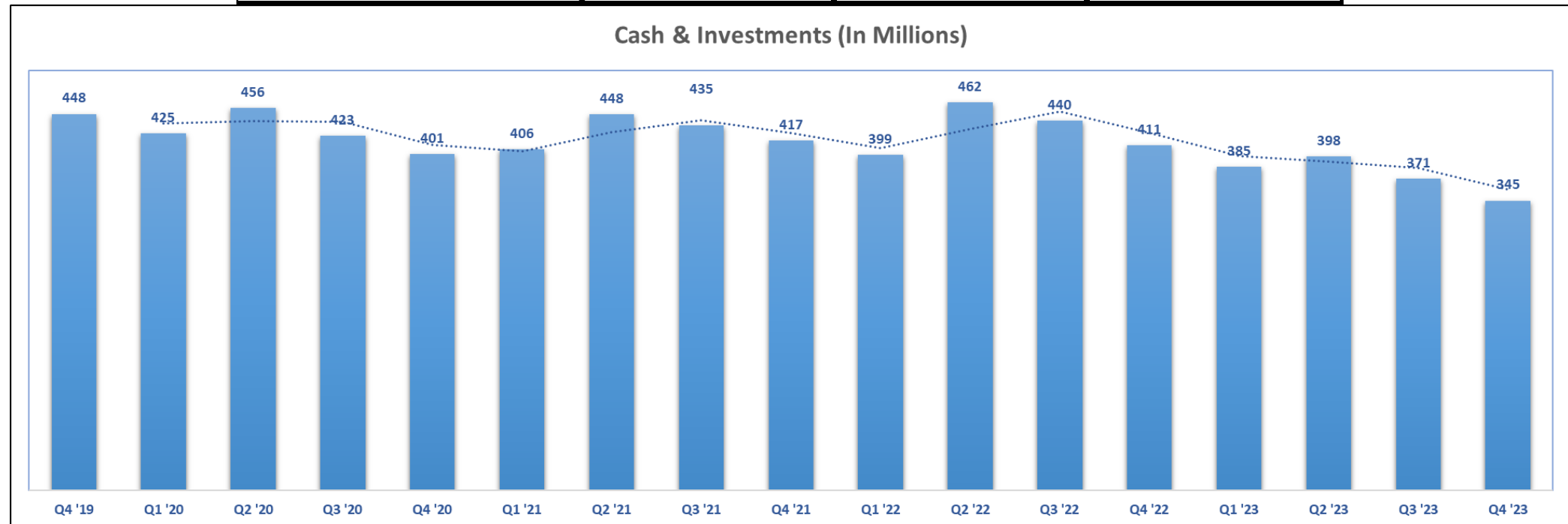
# Topics

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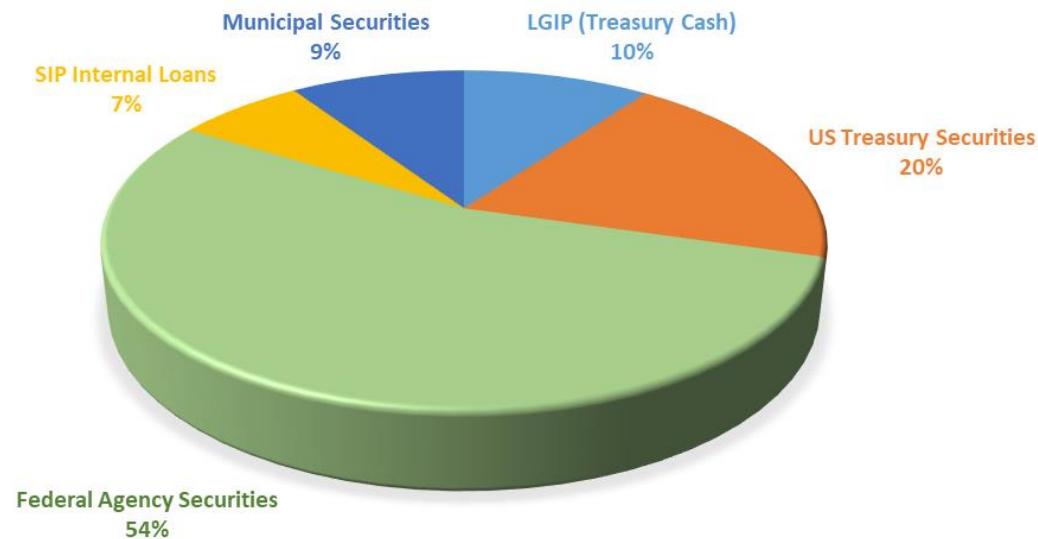
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance

# Current Cash & Investment Balances

Portfolio Category	September 30, 2023	December 31, 2023	Percent of Total
Cash & Equivalents	58,783,962	36,229,017	10.45%
Fixed Income Investments	284,667,152	286,263,845	82.57%
SIP Internal Loans	27,900,747	24,209,623	6.98%
<b>TOTAL</b>	<b>371,351,860</b>	<b>346,702,486</b>	<b>100.00%</b>



# Portfolio Composition (*positions*)



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	28%	40%	Complies
US Treasury Securities	17%	100%	Complies
LGIP (Treasury Cash)	10%	100%	Complies
Federal Farm Credit Bank	14%	40%	Complies
Municipal Securities	10%	10%	Complies
Federal Home Loan Bank	9%	40%	Complies
SIP Internal Loans	7%	15%	Complies
Private Export Funding Corp	4%	40%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies

# Portfolio Composition (*maturities & purchases*)

## Maturities

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

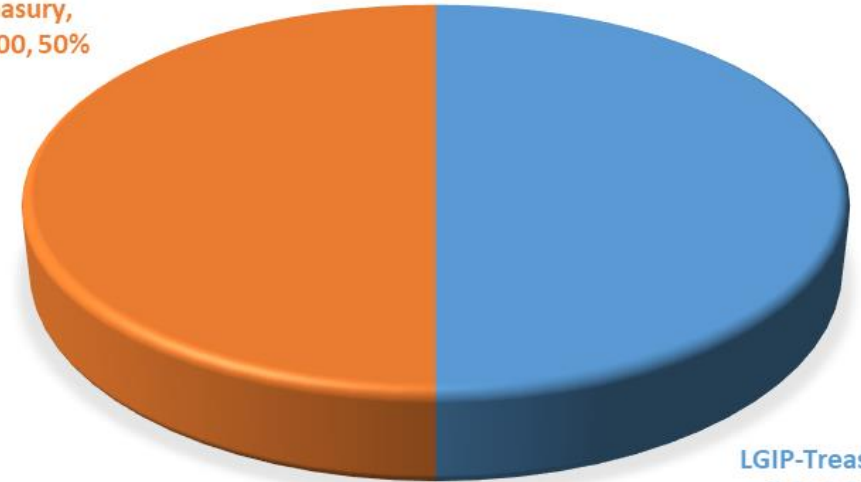
- \$5MM 3yr FAMC 0.22% @ 0.22%
- \$5MM 3yr FHLB 0.13% @ 0.23%

## Purchases

*New Investments added to portfolio via market purchasing activity.*

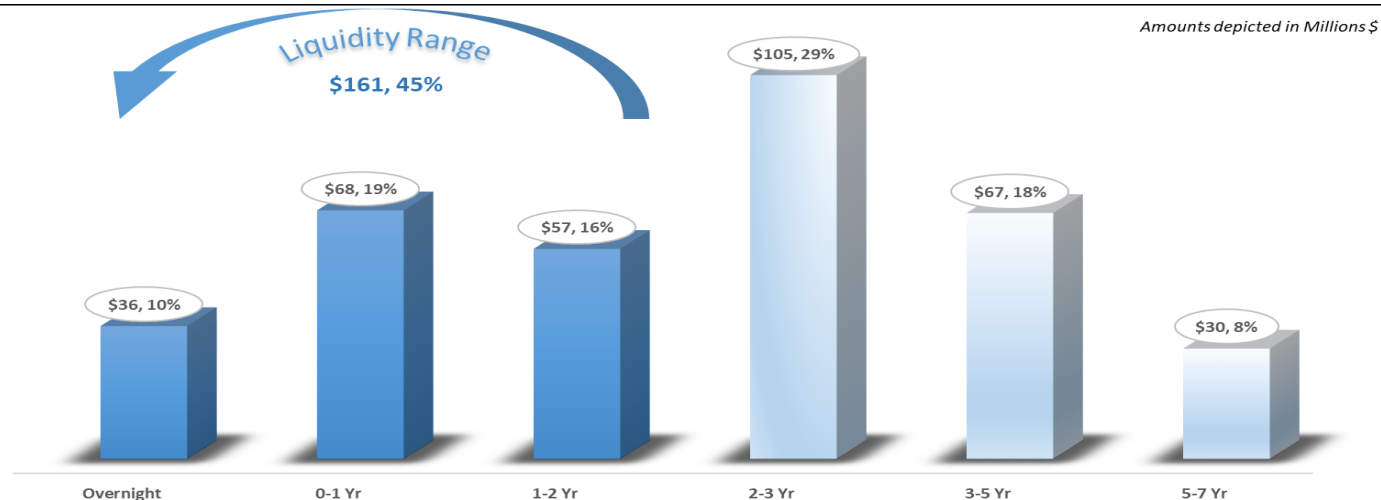
- \$5MM 0.5mths USTR 4.99% @ 5.19%

US Treasury,  
5,000,000, 50%



LGIP-Treasury Cash,  
5,000,000, 50%

# Portfolio Composition (*liquidity*)



MATURITY-BASED CASH FLOWS													
Security Issuer	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Total
FHLMC	-	-	-	-	-	-	-	-	2,735,000				2,735,000
FAMC	-	-	-	-	-	-	-	-	-	-	-	-	-
FFCB	-	-	-	-	-	-	-	-	-	20,000,000	-	-	20,000,000
FHLB	-	-	-	-	-	-	-	-	-	-	-	-	-
PEFCO	15,000,000	-	-	-	-	-	-	-	-	-	-	-	15,000,000
US Treasury	-	5,000,000	10,000,000	5,000,000	-	5,000,000	5,000,000	-	-	-	-	10,000,000	40,000,000
Interest Income	535,000	641,031	687,500	507,000	332,288	428,125	268,750	637,906	575,000	507,000	337,692	428,125	5,885,417
Monthly CF	<u>15,535,000</u>	<u>5,641,031</u>	<u>10,687,500</u>	<u>5,507,000</u>	<u>332,288</u>	<u>5,428,125</u>	<u>5,268,750</u>	<u>637,906</u>	<u>3,310,000</u>	<u>20,507,000</u>	<u>337,692</u>	<u>10,428,125</u>	
Total 12-month Forward: Portfolio Cash Flows													<u><u>83,620,417</u></u>

# Portfolio Performance

## Unrealized Gains/Losses

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

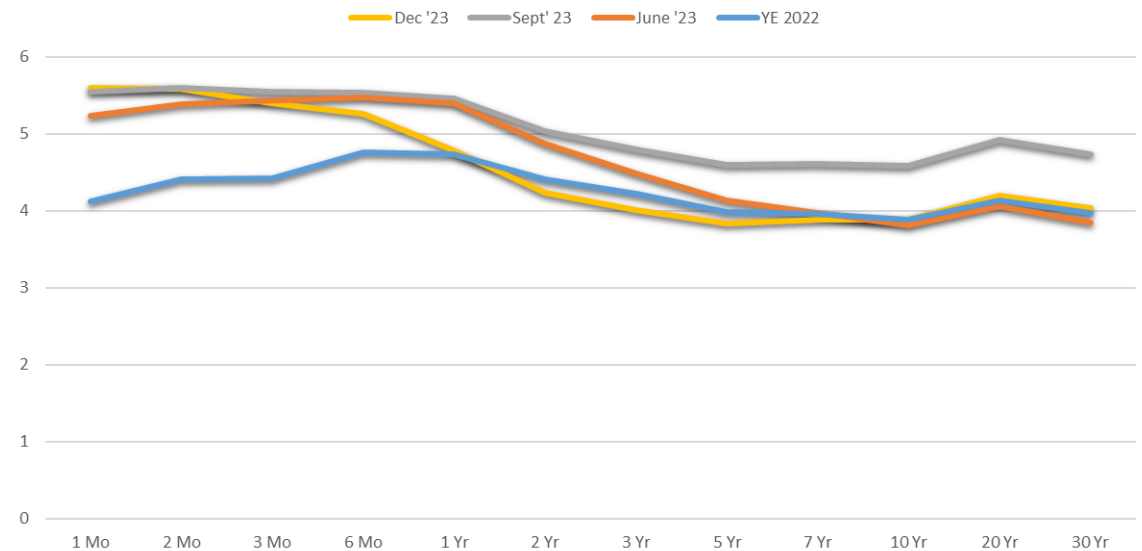
- \$8.1 Million (loss)

## Interest Income

*Income earned from Treasury Cash & Fixed Income positions.*

- \$11.5 Million Year-to-Date

US Treasury Curve





# Portfolio vs SIP Portfolio Index Benchmark

---

## Portfolio Maturity

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

- 2.2 Years

## Portfolio Duration

*Average duration (in years) for investments in portfolio.*

- 2.1 Years

## Portfolio Coupon

*Average coupon rate for investments in portfolio.*

- 2.50%

## Portfolio Yield (YTM)

*Weighted Average return if investments held to maturity.*

- 3.23%

## 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.*

- 1.72%

## Benchmark Yield (YTM)

*Weighted Average return for Index..*

- 4.67%

# Questions?

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# **CITY OF SPOKANE**

## **Quarterly Investment Report**

### **As of December 31, 2023**

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December 31, 2023

This report presents the City's investment portfolio for the quarter ending December 31, 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 December 31, 2023, compared with the prior quarter:

## Quarterly Investment Report

Portfolio Category	September 30, 2023	December 31, 2023	Percent of Total
Cash & Equivalents	58,783,962	36,229,017	10.45%
Fixed Income Investments	284,667,152	286,263,845	82.57%
SIP Internal Loans	27,900,747	24,209,623	6.98%
<b>TOTAL</b>	<b>371,351,860</b>	<b>346,702,486</b>	<b>100.00%</b>

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

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At December 31, 2023, the market value of the portfolio was \$8,056,395.80 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of December 31, 2023 was 3.23%. The effective *rate of return* for the 4<sup>th</sup> quarter was 3.18%.

As of December 31, 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:**
  - \$5MM – Federal Agriculture Mortgage Corporation 0.22, due 12/15/2023 – 0.22% YTM
  - \$5MM – US Treasury 0.13, due 12/15/2023 – 0.23% YTM
- **Purchases:**
  - \$5MM – US Treasury 4.99, due 06/20/2024 – 5.19% YTM

***Report Contents and Distribution.*** This report includes the following three schedules on the City's portfolio as of December 31, 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.

## **DISTRIBUTION LIST**

### **Administration**

Lisa Brown – Mayor

Garrett Jones – City Administrator

### **City Council**

Betsy Wilkerson – Council President

Jonathan Bingle – Councilmember

Kitty Klitzke – Councilmember

Michael Cathcart – Councilmember

Paul Dillon – Councilmember

Zack Zappone – Councilmember

### **Investment Oversight Committee**

Tonya Wallace – Chief Financial Officer/City Treasurer

Betsy Wilkerson – Council President

Christine Shisler (interim) – Retirement

Brian Brill – Community Member

# CITY OF SPOKANE

As of December 31, 2023

## SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account	NA	NA	722,971
<b>Investments:</b>			
Local Government Investment Pool	10.3%	5.43%	35,506,046
US Bank- Treasurer's Cash	0.0%	0.00%	-
Federal Agency Coupon Securities	43.3%	2.74%	149,966,650
Municipal Bond	9.2%	3.58%	31,801,488
Federal Agency Strip Bonds	10.3%	2.76%	35,704,508
Treasury Coupon Securities	17.0%	4.28%	58,987,550
Treasury Discounts	2.8%	5.00%	9,803,650
SIP Loans	7.0%	0.95%	24,209,623
<b>Total Investments</b>	<b>100.0%</b>	<b>3.29%</b>	<b>345,979,515</b>
<b>Total Checking Account &amp; Investments</b>			<b>346,702,485.96</b>

## SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	9.80%	35,506,046
Within Three Months	5.52%	20,000,000
Three to Six Months	5.52%	20,000,000
Six Months to One Year	7.66%	27,735,000
One to Two Years	15.81%	57,247,242
Two to Three Years	28.87%	104,579,551
Three to Five Years	18.51%	67,029,830
Five to Seven Years	8.31%	30,083,000
Over Seven Years	0.00%	0
<b>TOTAL</b>	<b>100.0%</b>	<b>\$362,180,669</b>

## CITY OF SPOKANE

As of December 31, 2023

### 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 12/31/2023**

	<b><u>Benchmark</u></b>	<b><u>12/31/2023</u></b>	<b><u>9/30/2023</u></b>
<b>Average Maturity (yrs)</b>	2.10	2.20	2.30
<b>Average Market Yield</b>	4.67%	3.23%	3.25
<b>Average Coupon</b>	1.72%	2.50%	2.59
<b>Total Market Value</b>		\$346,702,486	\$371,351,860

### SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
<b>Investment Portfolio Balance</b>		\$346,702,486
Less: Bond Proceeds*		2,157,527
Less: ARPA Funds		41,156,866
<b>Investment Portfolio Balance (Net of Bond Proceeds)</b>	100.00%	\$303,388,093
<b>SIP Loan Capacity per Investment Policy (15%)</b>	15.00%	\$45,508,214
Less: Current SIP loans Issued	7.98%	24,209,623
<b>Net Capacity</b>	<b>7.02%</b>	<b>\$21,298,591</b>

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



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

12/22/2023

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

INNOVATION & TECHNOLOGY

**Project #**

**Contact Name/Phone**

MICHAEL 625-6468

**Bid #**

**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Requisition #**

N/A

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

JBINGLE

**Agenda Item Name**

5300 NAME CHANGE TO ORDINANCE SMC SECTION 3.01A.340

### **Agenda Wording**

Requesting Name Change to Ordinance SMC section 3.01A.340

### **Summary (Background)**

Ordinance to amend SMC section 3.01A.340 - changing the Division name of "Innovation and Technology Services" (ITSD) to "Information Technology" (IT).

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

No anticipated fiscal impacts.

### **Amount**

### **Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	SLOON, MICHAEL
<b><u>Division Director</u></b>	SLOON, MICHAEL
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	JONES, GARRETT

**Additional Approvals**


**Distribution List**

gbyrd@spokanecity.org	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Innovation Technology and Services
<b>Contact Name</b>	Michael Sloon
<b>Contact Email &amp; Phone</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> ; 509-625-6468
<b>Council Sponsor(s)</b>	<u>CM Bingle</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Name Change to Ordinance SMC section 3.01A.340
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Ordinance to amend SMC section 3.01A.340 – changing the Division name of “Innovation and Technology Services” (ITSD) to “Information Technology” (IT).
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: Subsequent year(s) cost:  <b>Narrative:</b> <u>No anticipated fiscal impacts.</u>  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (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. C \_\_\_\_\_**

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.340.

**WHEREAS**, the “Innovation and Technology Services Division” was established in 2017 pursuant to Ordinance C35464; and

**WHEREAS**, a change of the division’s name to “Information Technology” is warranted to more accurately reflect the division’s broader mission and mail functions.

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.240 is amended to read as follows:

**Section 03.01A.340 (~~(Innovation and)~~) Information Technology (~~(Services)~~)**

- A. The (~~(innovation and)~~) Information Technology (~~(services department)~~) division is responsible for information technology application and system support, to include electronic mail, telephone system, network infrastructure, (~~(city web site)~~), (~~(h)~~)helpdesk, GIS, datacenter operations, (~~(and security and monitoring systems)~~) data management, cyber security, and contract management including software/hardware/professional services/licensing/fiber.
- B. (~~(The mail room services section collects and distributes interoffice mail and posts outgoing City mail including utility billing invoices.)~~)The division operates a centralized mail center to manage all incoming and outgoing mail, parcels, and interoffice communications and deliveries.

PASSED by the City Council on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Council President

Attest

Approved as to Form

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

---

---

Mayor

---

---

Date

---

Effective Date

**Continuation of Wording, Summary, and Distribution**

**Agenda Item Name:** 5300 SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROG

**Agenda Wording** (630 character max)

**Summary (Background)** (634 character max)

The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and the network boundaries are not protected on the City of Spokane side of the network trust relationship.

**Fiscal Impact**

**Budget Account**

Select	\$		#	
Select	\$		#	

**Distribution List**


**Save** **Cancel**



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

1/10/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

INNOVATION & TECHNOLOGY

**Project #**

**Contact Name/Phone**

MICHAEL 625-6468

**Bid #**

**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

JBINGLE MCATHCART

**Agenda Item Name**

5300 SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP)

### **Agenda Wording**

The grant agreement was briefed on October 16, 2023 at Finance Committee. The grant acceptance agenda is on the current agenda for January 08, 2024. An SBO is needed in order to provide 2024 budget authority for the grant.

### **Summary (Background)**

SLCGP grant funding from Homeland Security/WA Military Department has been approved for the Inter-Agency Firewall Initiative. This project will install network firewalls between the City of Spokane and SREC and Spokane County interconnected networks. City of Spokane, Spokane County and Spokane Regional Emergency Communications (SREC) are interconnected agencies.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 77,000

Current Year Cost \$ 77,000

Subsequent Year(s) Cost \$

### **Narrative**

Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2024. There is no matching requirement on the grant.

### **Amount**

### **Budget Account**

Revenue \$ 77,000.00

# 5300-97311-99999-33397-99999

Expense \$ 17,000.00

# 5300-97311-18850-54201-99999

Expense \$ 60,000.00

# 5300-97311-94180-56409-99999

Select \$

#

Select \$

#

Select \$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and the network boundaries are not protected on the City of Spokane side of the network trust relationship.

### Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	JONES, GARRETT

### Additional Approvals

<u>MANAGEMENT &amp;</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

### Distribution List

dwordell@spokanecity.org	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	01/22/2024
<b>Submitting Department</b>	IT
<b>Contact Name</b>	Dan Wordell, 625-6456
<b>Contact Email &amp; Phone</b>	<a href="mailto:dwordell@spokanecity.org">dwordell@spokanecity.org</a>
<b>Council Sponsor(s)</b>	<u>CM Bingle and CM Cathcart</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	SBO for State & Local Cyber Security Grant Program (SLCGP)
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The grant agreement was briefed on October 16, 2023 at Finance Committee. The grant acceptance agenda is on the current agenda for January 08, 2024. An SBO is needed in order to provide 2024 budget authority for the grant.</p> <p>SLCGP grant funding from Homeland Security/WA Military Department has been approved for the Inter-Agency Firewall Initiative. This project will install network firewalls between the City of Spokane and SREC and Spokane County interconnected networks. City of Spokane, Spokane County and Spokane Regional Emergency Communications (SREC) are interconnected agencies. The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and the network boundaries are not protected on the City of Spokane side of the network trust relationship.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$77,000</u> Current year cost: \$77,000 Subsequent year(s) cost:	
<b>Narrative:</b> <u>Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2024. There is no matching requirement on the grant.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? N/A	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?  Not applicable – IT Related, Data Security	

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

Not applicable – IT Related, Data Security

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

Not applicable – IT Related, Data Security

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

Not applicable – IT Related, Data Security

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Management Information Systems (IT) 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 Management Information Systems (IT) fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$77,000.
  - A) Of the increased revenue, \$77,000 is provided solely for receipt of award from State and Local Cybersecurity Grant Program.
- 2) Increase appropriation by \$77,000.
  - A) Of the increased appropriation, \$17,000 is provided solely for contractual services.
  - B) Of the increased appropriation, \$60,000 is provided solely for capitalized computers and microprocessing equipment.

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 take receipt of the State and Local Cybersecurity Grant award and execute the award as intended, 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 by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Urban Experience Committee

<b>Submitting Department</b>	Planning & Economic Development Department, Community and Economic Development Division
<b>Contact Name &amp; Phone</b>	Kevin Freibott, 625-6184
<b>Contact Email</b>	<a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Zappone & Council Member Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested:
<b>Agenda Item Name</b>	Contract with Habitat for Humanity for WQTIF Funds
<b>Summary (Background)</b>	<p>Late last year, Habitat for Humanity presented a proposal to the Neighborhood Project Advisory Committee (NPAC) seeking up to \$500,000 in TIF funding to help defray the cost of purchasing housing in the West Central Neighborhood portion of the TIF with the intent of renovating those homes and establishing them as ‘permanent affordable housing’ under state law.</p> <p>On June 12, City Council approved Resolution 2023-0042, authorizing the use of up to \$500,000 in funding from the West Quadrant TIF to reimburse costs related to the acquisition of property for “permanent affordable housing” in the West Central Neighborhood. Accordingly, City legal, accounting, and planning staff have prepared the attached contract for Council consideration. Michelle Girardot, CEO for Habitat for Humanity, approved the contract in early October, 2023.</p> <p>The attached contract establishes a repayment program by which Habitat can request repayment of TIF-eligible expenses relates to the establishment of “permanent affordable housing” in the West Central portion of the West Quadrant TIF. This is, in general, an allowable use of TIF funding under RCW 39.114 and according to Spokane Ordinance C35879.</p>
<b>Proposed Council Action &amp; Date:</b>	Council approval of the contract, expected in January 2024.
<b>Fiscal Impact:</b> Total Cost: <b>\$500,000</b>  Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: WQTIF, Neighborhood Projects, Account 3501  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: None	

## Operations Impacts

*What impacts would the proposal have on historically excluded communities?*

The proposal would aid Habitat for Humanity in their ongoing efforts to provide essential affordable housing in a part of the City where need is highest due to median incomes and impacts from historic exclusionary housing and economic impacts.

*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?*

The opportunities raised by the TIF and projects like this will be incorporated into the City's exploration and study of displacement and racially disparate impacts of development and housing, required by state law and due to initiate in the near term as the City ramps up to the next major update of its Comprehensive Plan.

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

As program management initiates through the Planning & Economic Development department, annual performance of this program will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

Specific to the contract, Habitat will be required to submit reports highlighting the progress of the program quarterly until the funds are expended completely or the contract ends.

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

This proposal is directly in line with other housing action plan efforts, projects, and studies already underway as a response to the City's declared housing emergency. Furthermore, provision of affordable housing complies substantially with numerous land use, neighborhood, and economic policies in the Comprehensive Plan.

**PERMANENTLY AFFORDABLE HOUSING  
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and HABITAT FOR HUMANITY, a Washington nonprofit corporation, as "Habitat", collectively referred to as the "Parties".

Recitals

A. There is a critical need for affordable homeownership and housing in Spokane, and Habitat, along with A Better Way LLC and Greenstone new Beginnings Homes, recently launched a program to increase affordable homeownership in West Central Spokane.

B. Pursuant to Ordinance No. C35879, the City Council authorized the use of tax allocation revenues within the West Quadrant Increment Area to assist with the cost of purchasing housing for the purpose of preserving permanently affordable housing as defined in the Ordinance and in Chapter 39.89 RCW.

C. Pursuant to Resolution 2023-\_\_\_\_\_, the City Council approved the allocation of up to \$500,000 of tax allocation revenues to Habitat for reimbursement of the cost of purchasing housing for the purpose of preserving permanently affordable housing.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

**ARTICLE I – PURPOSE AND TERM**

Section 1.1 Purpose. The purpose of this Agreement is to assist Habitat in purchasing permanently affordable housing as defined in Ordinance C35879 and Chapter 39.89 RCW for resale to low income households.

Section 1.2 Term. This Agreement shall commence on the date it is fully executed by the Developer and the City and shall be deemed terminated and of no further effect upon the occurrence of (i) mutual agreement of the parties, or (ii) two (2) years from the date of execute of this Agreement by all the parties hereto.

**ARTICLE II – FUNDING AMOUNT, USE AND BUDGET**

Section 2.1 Reimbursement Amount. Subject to the terms of this Agreement, the City will reimburse Habitat an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Funding") which Habitat shall apply to towards the cost of purchasing



permanently affordable housing in the West Increment Area lying outside of the Kendall Yards Sub-Area.

Section 2.2 Use of Grant. Habitat shall use the Funding solely for the purposes and in the manner described in **Exhibit A – Statement of Work and Project Timeline** (the “Project”).

Section 2.3 Budget. Habitat shall use the Funding as set forth in **Exhibit B – Budget**.

### **ARTICLE III -- DISBURSEMENTS**

Section 3.1 Disbursement of Funding. Not more frequently than once a month, Habitat may request reimbursement from the Funding. Each reimbursement request must be made by Habitat submitting to the City at the address specified in Section 5.1 a reimbursement request containing the information described in Exhibit A. The request must identify the housing purchased and be accompanied by a summary of all allowable costs and expenses for which Habitat is seeking reimbursement. Habitat will be subject to periodic on-site audits to ensure that satisfactory supporting documentation of all allowable costs and expense are being kept. Within 45 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the City shall pay the amount of the invoice to Habitat at the address specified in Section 5.1. Once the housing is sold to qualifying buyers, Habitat shall submit the additional information described in Exhibit A relating to income certification and deed restrictions.

Section 3.2 Disbursement Limitation. In no event will the City ever be required to disburse funds in excess of the Funding. In addition, unless expressly agreed to in writing otherwise, (a) no disbursements will be made in advance of costs or expenses being incurred by Habitat, and (b) no costs or expenses incurred by Habitat prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.3 Disbursement Without Prejudice. Any disbursement made by the City to Habitat shall be without prejudice to the City’s rights later to challenge the propriety of Habitat’s claimed costs or expenses.

Section 3.4 Withholding Disbursements. If Habitat fails to perform any obligation under this Agreement and the failure has not been cured within 10 days following oral or written notice from the City, the City may, without penalty and in its sole discretion and upon written notice to Habitat, withhold all monies otherwise due to Habitat until such failure to perform is cured. The right to withhold disbursements is in addition to all other rights and remedies the City may have available to it under this Agreement or under law.

### **ARTICLE IV – REPORTS AND RECORD KEEPING**

Section 4.1 Quarterly Progress Reports. Except as may otherwise be provided in Exhibit A, at least once a quarter, and upon request from time to time, Habitat shall provide a report on the progress made to date on the Project, using such form and meeting such requirements as

determined by the City. Such progress reports shall be provided by Habitat to the City at its address specified in Section 5.1.

Section 4.2 Record Retention; Review. Habitat shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, Habitat shall provide the City, or its authorized agents, with full access to all of Habitat's records relating to this Agreement or the Project. Habitat agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

## **ARTICLE V — CONTRACT ADMINISTRATION AND NOTICES**

Section 5.1 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE CITY: [name, address, phone, email]

FOR HABITAT: [name, address, phone, email]

A party may change its designated representative or address by providing written notice to the other party.

Section 5.2 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during Habitat's business day or, if not, on Habitat's next business day. E-mail addresses, if listed in this Agreement, are provided only for convenience and not for notice purposes.

## **ARTICLE VI - INSURANCE**

Section 6.1 Professional Legal Liability. Habitat will maintain professional legal liability or professional errors and omissions coverage appropriate to Habitat's profession. The coverage will have a limit of not less than One Million Dollars (\$1 million) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of Habitat's services under the Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of Habitat's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Workers' Compensation and Employer Liability. Habitat will maintain workers' compensation insurance as required by Title 51 RCW and will provide evidence of



coverage to the City. If the Contract is for over \$50,000, then Habitat will also maintain employer liability coverage with a limit of not less than One Million Dollars (\$1 million). Habitat will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to The City that Habitat is currently paying workers' compensation.

Section 6.3 Commercial General Liability. Habitat will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than One Million Dollars (\$1 million) per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than Two Million Dollars (\$2 million). Habitat will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement. Specialized forms specific to the industry of Habitat will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 6.4 Miscellaneous Insurance Provisions.

A. Habitat will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than AVII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

B. The insurance limits established by this section are not intended to indicate Habitat's exposure, nor are they limitations on Habitat's indemnification duties. This section shall survive termination of this Agreement.

C. The policy shall be endorsed, and the certificate shall reflect that the City, its officers, officials, employees, agents and representatives, are an additional insured with respect to activities under the contract, and the policy will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and representatives as an additional insured.

D. The certificate will, at a minimum, list limits of liability and coverage. Habitat will furnish the City with properly executed certificates of insurance or a signed policy endorsement, including the additional-insured provision, which will clearly evidence all insurance required in this Section, before work under this Agreement shall commence, but no later than Ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the City as an additional insured.

E. Habitat will maintain all required policies in force from the time services commence until services are completed. Habitat will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the City. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the City. Any certificate or endorsement limiting or negating the insurer's obligation to notify the City of cancellation or changes must be

amended so as not to negate the intent of this provision. Written notice of cancellation or change must be delivered to the City as set forth in Sections 5.1 and 5.2.

F. If Habitat's liability coverage is written as a claims-made policy, then Habitat must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

G. Habitat's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the City, its elected and appointed officers, officials, employees, agents and representatives.

H. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents or representatives.

I. Habitat's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability. Habitat will include all subcontractors as insurers under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

## **ARTICLE VII —INDEMNIFICATION**

Section 7.1 Indemnification. To the fullest extent permitted by law, Habitat shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents and each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of Habitat, its subcontractors, third parties, the City, or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Section

7.2 Recipient's Duty to Indemnify. Habitat's duty to indemnify, defend and hold harmless includes but is not limited to claims by Habitat's or any subcontractor's officers, employees or agents. Habitat's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the City, or of the City's officials, officers, employees, agents or representatives.

Section 7.3 Waiver of RCW Title 51 Immunity. Solely for purposes of this indemnification provision, Habitat expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. Habitat's duty to indemnify, defend and hold harmless shall survive termination of this Agreement.

## **ARTICLE VIII—NONDISCRIMINATION AND LEGAL COMPLIANCE**



Section 8.1 Nondiscrimination. Habitat shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. Habitat and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. The City shall have no obligation to ensure such compliance.

## **ARTICLE IX — TERMINATION**

Section 9.1 Termination for Loss of Funding. The City shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Funding are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, Habitat will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate the Agreement. In the event of such a termination, the nondefaulting party shall have all rights and remedies available to it under law.

## **ARTICLE X — MISCELLANEOUS**

Section 10.1 Permissible-Use Warranty. Habitat warrants that its planned and actual uses of the Funding constitute permissible uses for permanently affordable housing pursuant to Chapter 39.89 RCW and City of Spokane Ordinance No. C35879. This section shall survive termination of this Agreement.

Section 10.2 Organizational-Status Warranty. Habitat warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the City's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.5 Assignment. Habitat shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the City, which may be granted or refused in the City's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Spokane County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Spokane. This section shall survive the termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

Section 10.15 Exhibits. The following exhibits are incorporated into this Agreement by reference: (a) Exhibit A — Statement of Work and Project Timeline; and (b) Exhibit B — Budget.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

HABITAT FOR HUMANITY

By:  \_\_\_\_\_

Title: CEO \_\_\_\_\_

## EXHIBIT A - STATEMENT OF WORK AND PROJECT TIMELINE

Habitat will purchase up to 5 single family homes or lots located within the West Increment Area lying outside of the Kendall Yards Sub-Area and shall resell rehabbed or new construction homes as permanently affordable housing, as defined in City of Spokane Ordinance No. C35879, to low-income households, as defined in City of Spokane Ordinance No. C35879. Homes sold will maintain permanent affordability, as defined in City of Spokane Ordinance No. C35879, with a resale restriction to be sold to those earning below 80% of the Area Median Income.

### Program Process and Timeline:

Once the Notice of Funding Award is complete, Habitat starts exploration and feasibility for Acquisition of Land or Rehab. This includes inspection and scope of work for the unit to pass energy, safety, health and ADA requirements. After a suitable unit is confirmed, Habitat makes the purchase. Closing on property is anywhere from 30-45 days depending on occupancy. From there, Habitat submits the Statutory Warranty Deed including Disbursement Request to City to draw down funding. Habitat completes Pre-Closing Requirements of Future Homebuyer with Lending Partner and prepares Future Homebuyer for closing. The future homebuyer purchases the home. Once closing documents are recorded, Habitat for Humanity submits demographic and income certification with deed restriction to City of Spokane for records.

## EXHIBIT B - BUDGET

### Habitat for Humanity Permanently Affordable Homeownership

*Budget outline for either Rehab Acquisition or Lot Purchase up to 5*

#### Proposed Budget

##### Sources of Funds

Funding Source	Amount	When Received?
other public funds (HTF)	\$ 300,000.00	Closing
Mortgages	\$ 600,000.00	Closing
Habitat Land Trust	\$ 430,000.00	Closing
DPA sources (credit union, HTF, HFC)	\$ 100,000.00	Closing
WQ-Tif Request	\$ 500,000.00	Acquisition
Total	\$ 1,930,000.00	

Interim Funding Source	Amount
Banner Bank Line of Credit for Public Contracts	\$1,000,000

##### Use of Funds

Activity	Amount
Acquisition (Land or Rehab)	\$ 1,439,200.00
Construction	\$ 375,000.00

Developer fee, legal, closing costs	\$ 115,800.00
Total	\$ 1,930,000.00

WQ-TIF funding useage	Amount
Acquisition (Land or Rehab)	\$ 500,000.00

Average single family lot is between \$80-100K

Average Acquisition Rehab purchase \$280K



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	1/22
<b>Submitting Department</b>	Accounting and Grants
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokane.org
<b>Council Sponsor(s)</b>	<u>CP Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Youth Behavior Health Award to the Native Project
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On March 7, 2022 per Ordinance C36176 item E, City council allocated \$ 3 million dollars for behavioral health services and interventions for at risk and low-income youth. The City issued a Notice of Funding Available that would award a grant up to \$1 million dollars to provide “last dollars” to an organization that serves at risk youth to assist in completing Capital Improvements for expansion of services. On September 27, 2023 the application period opened and applications closed on November 3, 2023. The ARPA team has contingently awarded The Native Project \$ 1 million dollars to complete the construction of their youth behavioral health facility. We are seeking your approval to officially award these funds and contract with the Organization to finish construction of their facility.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$ 1,000,000</u> Current year cost: \$1,000,000 Subsequent year(s) cost: \$ 0  <b>Narrative:</b> <u>This is a sub-recipient award for \$1,000,000 to The Native Project to serve as “last dollars” needed to complete construction of their youth Behavioral Health Facility.</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? N/A  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: None	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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? The city will monitor progress payments made to the contractor through the applications for payment from the sub-recipeint.

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 Ordinance C36176 that was passed on March 7, 2022 allocating funds to provide services for at risk you.



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/10/2024

**Clerk's File #**

OPR 2023-0637

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

CITY ATTORNEY

**Project #**

**Contact Name/Phone**

MICHAEL 6237

**Bid #**

**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

**Requisition #**

PAID THRU

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5800 SETTLEMENT RESOLUTION

### **Agenda Wording**

Approving settlement of claim of Karen Fischer.

### **Summary (Background)**

Ms. Fischer filed a Spokane County Superior Court matter alleging she was injured when she stepped into a tree grate on Wall Street in downtown Spokane on September 20, 2020. Plaintiff alleges that the City's negligence proximately caused her injuries.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget?

Total Cost \$ 275,000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

#### **Amount**

#### **Budget Account**

Expense \$ 275,000

# 5800-78100-18680-54601

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	James.Scott@davies-group.com
nodle@spokanecity.org	ahaile@spokanecity.org
sdhansen@spokanecity.org	ddaniels@spokanecity.org
shenry@spokanecity.org	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Mike Piccolo
<b>Contact Email &amp; Phone</b>	<a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a> ; 625-6237
<b>Council Sponsor(s)</b>	<u>Council Member Cathcart and Council President Wilkerson*</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Settlement resolution
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Approving settlement of claim of Karen Fischer. Ms. Fischer filed a Spokane County Superior Court matter alleging she was injured when she stepped into a tree grate on Wall Street in downtown Spokane on September 20, 2020. Plaintiff alleges that the City's negligence proximately caused her injuries.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>275,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>N/a</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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

RES NO. \_\_\_\_\_

RESOLUTION RE SETTLEMENT OF  
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, Karen Fischer (hereinafter "Plaintiff"), filed a complaint for personal injuries on June 2, 2023 in Spokane County Superior Court, arising from an incident occurring on September 18, 2020; and

WHEREAS, Plaintiff alleges injury as a result of the actions of the City of Spokane and its employees and asserts financial damages from medical bills, loss of earnings, impairment of earning capacity, other out-of-pocket expenses and other special damages; and

WHEREAS, the City has determined to resolve all claims with Plaintiff, and any third parties, who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00); and

WHEREAS, Plaintiff has agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City in her underlying lawsuit entitled Karen Fischer v. Redstone Holdings (U.S.) L.P and the City of Spokane, Cause No. 23-2-02114-32, dismissing her lawsuit as to the City of Spokane with prejudice.

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

The City of Spokane authorizes that payment in the amount of TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00), to be paid to Plaintiff through her counsel. In return the Plaintiff will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled Karen Fischer v. Redstone Holdings (U.S.) L.P and the City of Spokane, Cause No. 23-2-02114-32, pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

PASSED the City Council this \_\_\_\_ day of February, 2024.

\_\_\_\_\_  
City Clerk

Approved as to form:  
Assistant City Attorney

\_\_\_\_\_  
Assistant City Attorney



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/10/2024

**Clerk's File #**

OPR 2023-0637

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

CITY ATTORNEY

**Project #**

**Contact Name/Phone**

MICHAEL 6237

**Bid #**

**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

**Requisition #**

PAID THRU

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

5800 SETTLEMENT RESOLUTION

### **Agenda Wording**

Approving settlement of claims of Larry and Lois Collins for \$135,000.00.

### **Summary (Background)**

Mr. and Mrs. Collins filed a Spokane County Superior Court matter alleging they were injured in an automobile with Spokane Police Department Officer Michael Brunner on March 25, 2020. Mr. and Mrs. Collins allege that Officer Brunner's (operating on the City's behalf at times relevant) negligence proximately caused their injuries.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 135,000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

#### **Amount**

#### **Budget Account**

Expense \$ 135,000

# 5800-78100-18680-54601

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	James.Scott@davies-group.com
nodle@spokanecity.org	ahaile@spokanecity.org
sdhansen@spokanecity.org	ddaniels@spokanecity.org
shenry@spokanecity.org	



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Mike Piccolo
<b>Contact Email &amp; Phone</b>	<a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a> ; 625-6237
<b>Council Sponsor(s)</b>	<u>Council Member Cathcart and Council President Wilkerson*</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Settlement resolution
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Approving settlement of claims of Larry and Lois Collins. Mr. and Mrs. Collins filed a Spokane County Superior Court matter alleging they were injured in an automobile with Spokane Police Department Officer Michael Brunner on March 25, 2020. Mr. and Mrs. Collins allege that Officer Brunner's (operating on the City's behalf at times relevant) negligence proximately caused their injuries.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>135,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>N/a</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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

RES NO. \_\_\_\_\_

RESOLUTION RE SETTLEMENT OF  
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, James (Larry) Collins and Lois Collins (hereinafter "Plaintiffs"), filed a complaint for personal injuries on April 17, 2023 in Spokane County Superior Court, arising from an automobile collision occurring on March 25, 2020 with Spokane Police Department Officer Michael Brunner; and

WHEREAS, Plaintiffs allege injury as a result of the actions of the City of Spokane and Officer Brunner, and assert financial damages from medical bills and other out-of-pocket expenses and special damages; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs, and any third parties, who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City and Officer Brunner (and the fictitiously identified defendant, Jane Doe Brunner) in their underlying lawsuit entitled James (Larry) Collins and Lois Collins v. the City of Spokane and Michael and Jane Doe Brunner, Cause No. 23-2-01474-32, dismissing their lawsuit as to the City of Spokane and Officer Brunner with prejudice.

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

The City of Spokane authorizes that payment in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), to be paid to Plaintiffs through their counsel. In return the Plaintiffs will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled James (Larry) Collins and Lois Collins v. the City of Spokane and Michael and Jane Doe Brunner, Cause No. 23-2-01474-32, pledging to fully protect and indemnify the City of Spokane, Officer Brunner, fictitiously identified defendant Jane Doe Brunner, and all other officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

PASSED the City Council this \_\_\_\_ day of February, 2024.

\_\_\_\_\_  
City Clerk

Approved as to form:  
Assistant City Attorney

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Office of Neighborhood Services
<b>Contact Name</b>	Jason Nechanicky (Jeffrey Teal, Patrick Striker)
<b>Contact Email &amp; Phone</b>	<a href="mailto:jnechanicky@spokanecity.org">jnechanicky@spokanecity.org</a> , <a href="mailto:jteal@spokanecity.org">jteal@spokanecity.org</a> , <a href="mailto:pstriker@spokanecity.org">pstriker@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Committee Date</b>	10/16/2023
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	East Central Community Center Roof Restoration Contract with Krueger
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The roof on the center is in need of repair, the Facilities briefed the specifics of the roof requirements in Study Session on March 9<sup>th</sup> 2023. This contract will authorize the supplier to restore the roof with a new warranty.</p> <p>Contract total – 797,830.00 (plus applicable sales tax)</p> <p>Originally approved as OPR 2023-0829 in 8/21/2023 legislative session. Through the Contractor Network Delivery model identified in Omnia contract R180903 tab 4, the contract is changing from Weatherproofing Technologies Inc. to Kreuger Sheet Metal</p>
<b>Proposed Council Action</b>	Approve
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Dept of Commerce Grant S22115  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
The MLK center provides various services to the neighborhood and will ensure the building is properly maintained to continue to serve it community needs.	
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 resulting from this action.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

No data will be collected resulting from this action.

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 action aligns with City Facility building plans to ensure that buildings are properly maintained.



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **MARTIN LUTHER KING COMMUNITY  
CENTER 2023 ROOF IMPROVEMENTS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KRUEGER SHEET METAL CO.**, whose address is 18420 E. Garland Avenue, Spokane Valley, Washington 99027 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**, selected through Omnia contract R180903.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed Proposal No. WA-R-180903-318729 (Exhibit B), the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any).. These contract documents are on file in the Office of Neighborhood Services and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on August 21, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
  - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$797,830.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded

without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Office of Neighborhood Services, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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;
  - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this 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 and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification



and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours

for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. 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.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. 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.

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

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

24. 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 a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the

Contractor from its obligations under this Contract.

**KRUEGER SHEET METAL CO.**

**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 Contract:**

Exhibit A - Certification Regarding Debarment

Exhibit B – Contractor's Proposal No. WA-R-180903-318729

Exhibit C - Certification of Compliance with Wage Payment Statutes

Payment Bond

Performance Bond

23-168

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

## **EXHIBIT B**



## Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



## PAYMENT BOND

We, **KRUEGER SHEET METAL CO.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$797,830.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**KRUEGER SHEET METAL CO.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

## PERFORMANCE BOND

We, **KRUEGER SHEET METAL CO.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$797,830.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**KRUEGER SHEET METAL CO.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

---

**Today's Date:** \_\_\_\_\_ **Type of expenditure:**      Goods      Services  
**Department:** \_\_\_\_\_  
**Approving Supervisor:** \_\_\_\_\_

---

**Amount of Proposed Expenditure:**  
Is this against a master agreement? If yes, please provide the number:

**Funding Source**

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

---

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

---

**Person Submitting Form/Contact:**

---

**Division Director:** \_\_\_\_\_ **CFO Signature:** \_\_\_\_\_ **City Administrator Signature:** \_\_\_\_\_

**Additional Comments:**

Mailing Address:  
P.O. Box 2963  
Spokane, WA 99220

# Krueger Sheet Metal Company

Sheet Metal Fabricators Roofing Contractors  
Industrial, Commercial  
731 N. Superior  
Spokane, WA 99220

509-489-0221  
Fax 509-489-6539

## SECTION 00 41 13 – QUOTATION FORM

Jeff Teal  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA. 99201

Re: Proposal for 2023 Roofing Improvements – MLK Community Center.  
Omnia National IPA Customer Proposal No. R180903 WA-R180903-318729

Dear Mr. Teal,

Having carefully examined the instructions for quotations, project specifications, drawings, supporting documents and addenda issued prior to this date, we propose to furnish all labor, materials, equipment, transportation, and other services required to successfully accomplish the work in accordance with the project documents.

This proposal and any work performed related to this proposal will be provided in accordance with the project documents and the terms, conditions and criteria established by Omnia/National IPA Contract No. R180903 - Roofing Products and Services. The Proposer will be solely responsible for delivering the project in accordance with Omnia National IPA Contract No. R1809035 and the project documents.

### A. Base Quotation – Roofing Improvement at MLK Community Center.

\$ 797,830.00 .00

The owner and their representatives reserve the right to waive any irregularities, to reject any or all Proposals, or to accept any Proposal.

Executed on August 15th, 2023.

Krueger Sheet Metal Co.  
Contractor

Taxpayer I.D. No.: 91-0717021

By: [Signature]  
(Sole Owner, or Partner, or  
President of Corporation)

(If Contractor is a Corporation, complete the following)

ATTEST:

Whose address is:

(Corporate Seal)

P.O. Box 2963

Spokane, WA 99220

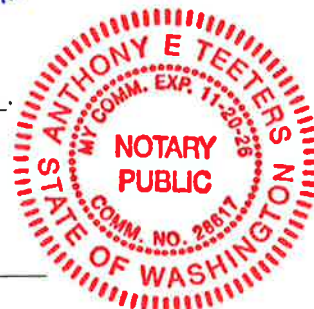
Telephone No.: 509-489-0221

Fax No.: 509-489-6539

Sworn to and subscribed before me this 15th day of August, 20 23.  
Notary Public in and for the State of Washington

[Signature]  
Signature of Notary

Expiration Date of Notary Public Commission: Nov 20, 2026





## **Project Manual**

Dr. Martin Luther King Community Center  
500 Stone Street  
Spokane Washington 99202

## **Owner**

City Of Spokane  
808 W. Spokane Falls Blvd.  
Spokane Washington 99201

## **OMNIA Construction Documents**

Certified Proposal Number WA-R-180903-318729



Date: 6-15-2023

**RE: PROPOSAL NUMBER WA-R180903-318729.**

Dear Valued OMNIA Member:

Thank you for your considering utilizing the OMNIA Cooperative Contractor Network method of delivery. Each contract in the OMNIA Partners portfolio has been competitively solicited and publicly awarded.

Tremco has implemented the Customer Proposal Number (CPN) system, a proposal registration program. This system will track transactions from the initial proposal stage to the completion of each project and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

#### **THE CPN PROCESS**

Tremco will register your project and generate a CPN. That CPN (noted above) should be prominently displayed on all proposal related documents including Purchase Orders and invoices utilizing the OMNIA cooperative contract. The CPN will also alert our dedicated and experienced Tremco Cooperative Team, who will work to support you during the process.

Your Tremco representative may be found at <https://www.tremcoroofing.com/find-a-rep/>

Thank you for your participation with OMNIA.

Sincerely,

The Tremco Cooperative Team



SECTION 00 21 13 – INSTRUCTIONS FOR QUOTATIONS

PART 1 - GENERAL

1.1 NOTICE OF OMNIA PARTNERS CUSTOMER PROPOSAL AND SPECIFICATIONS

- A. City Of Spokane, will receive OMNIA PARTNERS CUSTOMER PROPOSALS for the following roofing improvements:
  - 1. MLK Community Center
  - 2. 500 Stone Street
  - 3. Spokane, WA. 99202
- B. Quotations shall be sealed in a separate envelope addressed as follows:
  - 1. Jeff Teal – Director of Facilities
  - 2. City Of Spokane
  - 3. 808 West Spokane Falls Blvd.
  - 4. Spokane WA 99201
- C. All correspondence shall bear the following identifications:
  - 1. Quotation for 2023 Roofing Improvements
  - 2. MLK Community Center
  - 3. Omnia Partners CUSTOMER PROPOSAL NUMBER: WA-R-180903-318729
  - 4. SERVICE REQUEST NO: 5058032
- D. Contact Information:
  - 1. Jeff Teal  
City Of Spokane  
808 West Spokane Blvd.  
Spokane WA 99201
  - 2. Administration (Point of Contact for Procedural Questions):  
Jeff Teal  
Director of Facilities  
City Of Spokane  
808 West Spokane Falls Blvd.  
Spokane WA 99201  
Office: 509.625.6533  
E-mail: [jteal@spokanecity.org](mailto:jteal@spokanecity.org)
  - 3. Technical (Point of Contact for Installation Questions):  
Jared Barnes  
Field Advisor  
Tremco Roofing & Building Maintenance  
Cell: 208.916.6203  
E-mail: [jbarnes@tremcoinc.com](mailto:jbarnes@tremcoinc.com)

# OMNIA

## NATIONAL COOPERATIVE CONTRACTOR NETWORK TERMS AND CONDITIONS TO BE INSERTED INTO SPECIFICATION TO MEET COOPERATIVE CONTRACT COMPLIANCE PROTOCOL

### 2.2 PROVISIONS FOR OMNIA #R180903 and #R200108

#### Additional Terms and Conditions

1. **Alcohol/Tobacco/Non-Prescription Drugs.** Contractor's employees and any approved subcontractor(s) employees shall strictly adhere to Member's policies relating to alcohol, tobacco and non-prescription drugs. Smoking will only be permitted in posted designated areas off premises. In no event shall any of Contractor's employees or any approved subcontractor(s) employees use, possess, consume or sell any alcohol, tobacco or non-prescription drugs while on site. Any violation may result in the immediate termination of Contractor or any approved subcontractor(s).
2. **Assignment.** No right or interest in this contract shall be assigned or transferred by Contractor.
3. **Audit Rights.** Contractor shall, at its sole expense, maintain appropriate records of all projects performed through the Contract in accordance with Generally Accepted Accounting Principles ("GAAP") and good construction accounting practices. Contractor shall maintain such records for a period of no less than three (3) years after the date of final payment (five (5) years for projects in New Jersey) (the "Retention Period") and shall make such records available to Tremco, the Cooperative or Lead Agency at any reasonable time, upon request, during the Retention Period. Records of projects performed in New Jersey shall also be made available during the Retention Period to the New Jersey Office of the State Comptroller upon request.
4. **Bonding.** The Contractor is required to be knowledgeable and current on all statutory requirements for bonding. Upon execution of a contract with a Member or upon issuance of a Purchase Order by a Member to Contractor, Contractor shall provide payment and performance bonds as required by and consistent with the applicable laws of the state in which the work is being performed. However, it is at the Member's sole discretion at the time of contract execution to require bonding at one-hundred percent of the price specified in the contract.
5. **Buy American Requirement.** (For New Jersey, Kentucky, and all other applicable States) Contractor may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Contractor is required to check state specific requirements to ensure compliance with this requirement. [NOTE: Buy American requires that 51% of the components in a finished product must be made/manufactured in the USA. It will be incumbent on the Contractor to ensure they are compliant with this provision.]

- 6. Certificates of Insurance.** Within fourteen days, but prior to commencement of work, Contractor shall provide a certificate of insurance ("COI") showing the Cooperative or the Lead Agency named, the Member and the manufacturer of the roofing system being installed shall be named as additional insured parties. The insurance company shall be licensed in the applicable state in which work is being conducted. The Contractor shall give the Member a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded Contractor shall require all subcontractor(s) performing any work to maintain coverage as specified. At a minimum:
- (a) worker's compensation, as required by the laws of the State of member;
  - (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence;
  - (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- In the event the Member requires higher insurance requirements, those requirements will prevail.
- 7. Change Orders.** Except for any unforeseen circumstances, or force majeure events, any Contractor-initiated change orders should be avoided. All change orders must be supported by RS Means. See Pricing. All change orders must be approved by the Member prior to commencing the additional work.
- 8. Cleanup.** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the Member. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean and unobstructed condition.
- 9. Compliance with Trade Restrictions.** (A) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of Treasury, the Contractor warrants that it shall not acquire, for use in the performance of any NCCN project, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. (B) Except as authorized by OFAC, most transactions involving Cuba, Iran and Sudan are prohibited as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. More information about these restrictions, as well as updates, is available in the OFAC's regulation at 31 CFR Chapter V and/or on OFAC's website at <https://home.treasury.gov/policy-issues/financial-sanctions/additional-ofac-resources/ofac-legal-library/code-of-federal-regulations-cfr>.
- 10. Current Products.** Proposals shall be for materials in current production, within shelf life of the manufacturer, free from defects, fully tested, provided as per manufacturer's requirements, sold or manufactured via legal and reputable channels, not misbranded and marketed to the general public and public agencies at the time the proposal is submitted.

11. **Delivery.** Contractor shall deliver materials purchased through the Contract to the Member pursuant to the terms of the Purchase Order. Conforming product shall be shipped within seven (7) days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive written authorization from the Member for the delayed delivery. The Member may cancel the order if estimated shipping time is not acceptable.
12. **Disclosures.** Contractor affirms that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with a contract between the Contractor and a Member. Contractor should include in its NCCN application a complete description of any relationships that might be considered a conflict of interest in doing business with Members. The Contractor affirms that, to the best of its knowledge, any proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other contractors in the award of a contract.
13. **Duty to Keep Current.** Contractor and primary subcontractor(s) shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor and/or its primary subcontractor(s). Contractor and primary subcontractor(s) shall remain fully informed of and in compliance with all laws, ordinances, rules, code, and regulations pertaining to the lawful provision of any services it provides through the Contract.
14. **Employment Eligibility.** Where applicable, Contractor warrants that it shall be and remain in compliance with the Federal Immigration and Nationality Act (FINA) and the Immigration Reform and Control Act (IRCA), and any other federal and state immigration laws and regulations. The Contractor further warrants that it is and shall remain in compliance with the various employment state statues of the states it will operate in. The Member may request verification of compliance from any Contractor or subcontractor(s) performing work under the Contract. The Member reserves the right to confirm compliance in accordance with applicable laws. Compliance should be in accordance with the E-Verify Employee Eligibility Verification Program.
15. **Environmental Compliance.** Contractor and any approved subcontractor(s), will be trained on the handling and application of hazardous materials and chemicals, including the disturbance or dismantling of structures containing hazardous materials in compliance with 29 CFR 1910 and 1926. Contractor agrees to comply with requirements for disposal, removal or demolition of asbestos or asbestos-containing materials within the requirement of 40 CFR, Part 61, and Subpart A. Contractor agrees to comply with the OSHA standard regarding communication of first-aid treatment and location of first-aid treatment with all employees and any subcontractor(s). All waste material will be handled in compliance with OSHA 29 CFR 1926.252.
16. **Equal Opportunity and Non-Discrimination.** The Contractor and its subcontractor(s) will comply with all applicable federal and state laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act.

17. **FEMA.** If performing work for Member who is requesting reimbursement from FEMA, Contractor shall follow all FEMA requirements of Appendix II to 2 CRFR Part 200 as may be amended or changed from time to time.
18. **Fingerprint & Background Checks.** If required to provide services on school district property, Contractor shall submit a full set of fingerprints to the school district if requested of each person or employee and subcontractor(s), if any, who may provide such service. Alternately, the school district may fingerprint those persons or employees. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors and subcontractors and their employees for which fingerprints are submitted to the district. Contractor and subcontractor(s) shall not provide services on school district properties until authorized by the district. The Contractor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted. Contractor shall comply with governing board policy in the school district in which work is being performed.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member reserves the right to reject the proposed employee with a criminal background. No person employed by the Contractor who has been found guilty of any criminal offenses shall be allowed into the work site without prior written approval of the Member.

19. **Indemnity.** Contractor shall defend, indemnify, and hold harmless Tremco, the Cooperative, Lead Agencies and Cooperative Members, administrators, employees and agents, and the manufacturer of the roofing system being installed, against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from or related to the actions or omissions of the Contractor, Contractor employees or Contractor subcontractor(s) in connection with execution of or performance under a contract with a Member, including any supplemental agreements with a Member. Any litigation involving either a Cooperative or its Lead Agencies, its administrators and employees and agents will be in the county requested of the Cooperative or its Lead Agencies. Any litigation involving a Member will be in the jurisdiction of the Member.
20. **Inspection & Acceptance.** Title and risk of loss shall not pass to a given Member until receipt and acceptance of the products at the point of delivery and/or installation. If defective or incorrect material is delivered, the Member may make the determination to return the material to the Contractor at no cost to the Member. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
21. **Interpretation, Enforcement and Forum of Laws.** For disputes between the Member and the Contractor, any agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

- 22. Invoices.** The awarded Contractor shall submit invoices to the Member clearly indicating the following: “**Per OMINA Contract # {insert contract number} – Contractor Network; Certified Proposal Number {insert CPN}**”.
- 23. Legal Obligation to Comply with all Applicable Laws.** It is the Contractor’s responsibility to be aware of and comply with all local, state, and federal laws, statutes, rules, regulations and orders in effect. This includes laws and regulations pertaining to labor, wages, hours and other conditions of employment in effect. The laws of the state of the respective Member shall govern any resulting contract. All applicable laws and regulations must be followed even if not specifically identified herein.
- 24. Liquidated Damages.** The Member may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Contractor (or, if applicable, surety) shall be liable for and shall pay to the Member, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Member to be complete and/or delivered. Liquidated damages will be agreed upon on a project-by-project basis between the Contractor and the Member.
- 25. Manufacturer Certification or Approval.** Contractor warrants and certifies that it has the necessary approval or certification from the manufacturer to install and/or maintain the manufacturer’s roofing system(s) to deliver to Members a manufacturer’s warranty, including but not limited to entering into any authorized or similar contractor agreements required by the manufacturer. Contractor will not submit a proposal to be awarded a project through the NCCN to install a roofing system for which it cannot deliver a manufacturer’s warranty to the Cooperative Member. Contractor shall do no work that would or could void any manufacturer’s warranty.
- 26. Order of Precedence.** Contractor understands and acknowledges that the terms and conditions, if any, of the Cooperative Member will take precedent over any other terms and conditions. In addition, it is incumbent on Contractor to make any subcontractor(s) aware of, and to provide subcontractor(s) with, the terms and conditions of Member as well as the terms and conditions outlined herein.
- 27. OSHA Compliance.** All field processes and procedures must comply with applicable OSHA general and construction industry standards and regulations. For employees of Contractor or any subcontractor(s), a minimum of 10-hours of OSHA training is required. For any supervisory personnel of Contractor or any supervisors of any subcontractor(s), a minimum of 30-hours of OSHA training is required.
- 28. Payments.** The Member will make payments directly to the Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 29. Permits.** It is the responsibility of the Contractor to obtain all necessary permits required by law.



- 30. Preparation.** Contractor shall not begin a project where Member has not prepared the site, unless Contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a Purchase Order.
- 31. Prevailing Wage.** It is the responsibility of the Contractor to comply, when and where applicable, with the prevailing wage legislation in effect in the jurisdiction of the project location. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of a contract and adjust wage rates accordingly.
- 32. Pricing.** Any product or service offered must have pricing that can be audited by Member, Cooperative and any Lead Agency, if applicable, or Tremco. Pricing must follow the format outlined below:

The awarded Contractor must provide a RS Means line item estimate to validate their proposal amount, and represents a maximum allowable price. A copy of the RS Means line item estimate must be provided to your Tremco representative along with a copy of the purchase order and/or contract entered into with the Member.

Pricing under the Contractor Network is based on RS Means used to validate your proposal, upon award via an independent estimator. If the Contractor cannot perform the RS Means Estimate, contact your Tremco representative for contact information for an independent estimator. The RS Means method of pricing cannot exceed the JOC coefficients submitted by Tremco in their response. Contact your Tremco representative for a copy of the coefficients.

Multiplier/factor to be applied to the R.S. Means costs for the National Cooperative Contractor Network: **1.0.**

Price gouging is prohibited. Contractor shall not sell goods or services during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration.

- 33. Prime Contractor.** Contractor acknowledges that they are the Prime Contractor when performing work under any Tremco Cooperative Contracts. The scope of work to be performed under WTI's Cooperative Contracts is limited to roofing, building envelope, air barrier, and all related work.
- 34. Product Performance.** All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A and FM Class I, 1-90 Fastening Standards, and site specific, as well as building specific, wind uplift requirements as well as stipulated manufacturer's requirements for warranty. The Contractor will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's (NRCA) Roofing and Waterproofing Manual, most recent edition, as may be updated or amended.

- 35. Project Compliance.** Project will be completed in full accordance with all project specifications and drawings and shall be merchantable of good quality and workmanship and free from defect. All services to be performed in a professional and workmanlike manner in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform. Contractor and any subcontractor(s) shall have at least three (3) years of experience in the skill being provided.
- 36. Project Documents.** Contractor will deliver services to Members on projects in which it is the successful proposer under the Cooperative Contract in a good and workmanlike manner and in strict compliance with the specifications and other construction documents applicable to the project and the Contractor's scope of work.
- 37. Proposals.** Contractor will contact their Tremco representative to receive a Customer Proposal Number (CPN) that must be included on any proposal(s) and invoice(s) submitted to the Cooperative Member. Each CPN will be Contract and customer specific and cannot be reused on any other proposal.
- 38. Proposal Bond: MICHIGAN ONLY.** A certified or cashier's check or proposal bond payable to the order of Public Agency, City, State for not less than five (5%) percent of the greatest amount for which a contract can be awarded must accompany the proposal.
- 39. Purchase Orders.** Purchase Orders will be issued by the Member to the awarded Contractor indicating on the Purchase Order "**Per OMINA Contract {insert contract number} – Contractor Network; Certified Proposal Number {insert CPN}**". Contractor must submit a copy of each purchase order to their Tremco representative at the time of order entry which allows Tremco to administer the program.
- 40. Registered Sex Offender Restrictions, Felony Conviction Notice and Child and Sex Offender Notice.** Contractor and their approved subcontractor(s), if any, selected to perform projects through the NCCN will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to the Member as required. For work to be performed at schools, Contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the Purchase Order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 41. Safety Measures.** Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, the general public and existing structures from injury or damage.
- 42. Stored Materials.** Upon prior written agreement between the Contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably



stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and/or the addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

- 43. Subcontractors.** It is the responsibility of the Contractor to ensure all subcontractors are aware of and adhere to the terms and conditions outlined in this document.
- 44. Suspended or Disbarred.** The Contractor warrants that it, nor any subcontractor(s), has not been debarred, suspended or otherwise ineligible for the award of federal, state or local government contracts.
- 45. Tax Exempt Status.** It is the Contractor's responsibility to know and comply with the tax laws in the State specific locality where the Contractor is performing work for a Member. If not tax exempt, the Contractor will assume all liability for all applicable taxes to be collected and paid to the appropriate taxing authority. All applicable taxes must be listed as a separate item on all cost proposals and invoices.
- 46. Warranty Conditions.** All materials, equipment and services shall include manufacturer's minimum standard warranty and a two-year (2) labor warranty unless otherwise agreed to in writing. All designs for roof replacements shall be for systems with a life of 20 or more years.
- 47. Weapons, Explosive Devices and Fireworks.** Contractor agrees that it, its employees and subcontractor(s) shall not use, possess, display or store any weapon, explosive device or fireworks on the Member's site.



# AlphaGuard™

FLUID-APPLIED ROOFING SYSTEMS

PLEASE PROVIDE THE FOLLOWING INFORMATION // TREMCO PLAIN AND SIMPLE WARRANTY

Warranty Term Years {Start Date}:

Warranty Number:

Owner:

Address:

Building Description:

Address:

Roof Area:

Roofing System:

Installation Contractor:

## WARRANTY TERMS AND CONDITIONS:

### WHAT WILL TREMCO DO?

If the roof leaks because the **Roofing System** fails to meet Tremco's performance specifications, Tremco will fix it. Tremco will inspect the roof every 5 years.

### FOR HOW LONG?

The owner's selected warranty term, shown above. The owner may purchase extensions for the life of the building.

### WHAT DOES THE OWNER HAVE TO DO?

**During the Warranty Term:** follow Tremco's specifications for regular maintenance between inspections. Report all leaks right away to 1.800.422.1195. Pay for repairs not caused by the failure of the **Roofing System** to meet Tremco's performance specifications. To extend the warranty term: pay for restoration recommended by Tremco at the end of the owner's selected warranty term.

### ANYTHING ELSE?

This is the only warranty Tremco provides for this system because it is the only warranty you will ever need for this system. **With proper maintenance, this should be the last roofing system you ever buy!**



# TREMCO

3735 Green Road, Beachwood, OH 44122  
800.852.6013

50 Beth Nealson Drive, Toronto, Ontario, M4H 1M6  
800.668.9879

[www.tremcoinc.com](http://www.tremcoinc.com)

Mailing Address:  
P.O. Box 2963  
Spokane, WA 99220

## Krueger Sheet Metal Company

Sheet Metal Fabricators Roofing Contractors  
Industrial, Commercial  
731 N. Superior  
Spokane, WA 99220

509-489-0221  
Fax 509-489-6539

August 15, 2023

To: Jared Barnes  
Tremco Inc.

Re: City of Spokane – MLK Community Center Coating

Krueger Sheet Metal Co. would like to propose the following Quote:

**Labor and Materials to install a Tremco AlphaGuard coating system. The following scope will be performed:**

**Preparation**

- Wet removal/ repair at approximately 1000 SF of roof
- Spot repair of loose membrane at walls
- The entire roof will be pressure washed and allowed to dry

**Coating**

- AlphaGuard WB primer – applied over the at 1 gallon per 250 SF
- Tremco AlphaGuard Bio base coat – applied at 3 gallons per 100 SF
- PermaFab polyester fabric – fully embedded into the base coat
- Tremco AlphaGuard Bio top coat – applied at 2 gallons per 100 SF
- ~300' of non-skid granular walk way will be installed in specified areas
- ~300 of new edge metal will be installed at the west roof area to cover the exposed term bar

**Total cost for the scope listed above:**

**\$797,830.00**

**Includes:**

- All scope detailed above
- Reach fork for loading/unloading
- Permits
- Payment and performance bonds
- Contract fees

**Excludes:**

- WSST
- Any HVAC work
- Abatement
- Membrane repair/ replacement other than listed above
- New drains or plumbing
- Engineering
- Temporary weather protection
- Special access requirements
- Winter work
- Temporary fall protection, guardrail, or similar systems
- Additional structural framing or deck repair
- Anything not specifically included above

Feel free to call should you have any further questions.

Sincerely,  
Levi Cavanah

Mailing Address:  
P.O. Box 2963  
Spokane, WA 99220

# Krueger Sheet Metal Company

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Industrial, Commercial  
731 N. Superior  
Spokane, WA 99220

509-489-0221  
Fax 509-489-6539

## SECTION 00 41 13 – QUOTATION FORM

Jeff Teal  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA. 99201

Re: Proposal for 2023 Roofing Improvements – MLK Community Center.  
Omnia National IPA Customer Proposal No. R180903 WA-R180903-318729

Dear Mr. Teal,

Having carefully examined the instructions for quotations, project specifications, drawings, supporting documents and addenda issued prior to this date, we propose to furnish all labor, materials, equipment, transportation, and other services required to successfully accomplish the work in accordance with the project documents.

This proposal and any work performed related to this proposal will be provided in accordance with the project documents and the terms, conditions and criteria established by Omnia/National IPA Contract No. R180903 - Roofing Products and Services. The Proposer will be solely responsible for delivering the project in accordance with Omnia National IPA Contract No. R1809035 and the project documents.

### A. Base Quotation – Roofing Improvement at MLK Community Center.

\$ 797,830.00 .00

The owner and their representatives reserve the right to waive any irregularities, to reject any or all Proposals, or to accept any Proposal.

Executed on August 15th, 2023.

Krueger Sheet Metal Co.  
Contractor

Taxpayer I.D. No.: 91-0717021

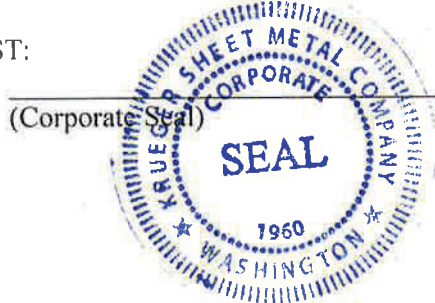
By: [Signature]  
(Sole Owner, or Partner, or  
President of Corporation)

(If Contractor is a Corporation, complete the following)

ATTEST:

Whose address is:

(Corporate Seal)



P.O. Box 2963

Spokane, WA 99220

Telephone No.: 509-489-0221

Fax No.: 509-489-6539

Sworn to and subscribed before me this 15th day of August, 20 23.  
Notary Public in and for the State of Washington

[Signature]  
Signature of Notary

Expiration Date of Notary Public Commission: Nov 20, 2026



**Dr. Martin Luther King Community Center**  
**2023 Roof Improvements**

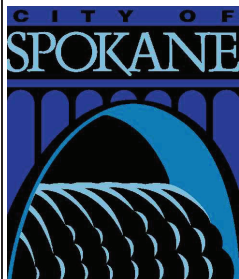
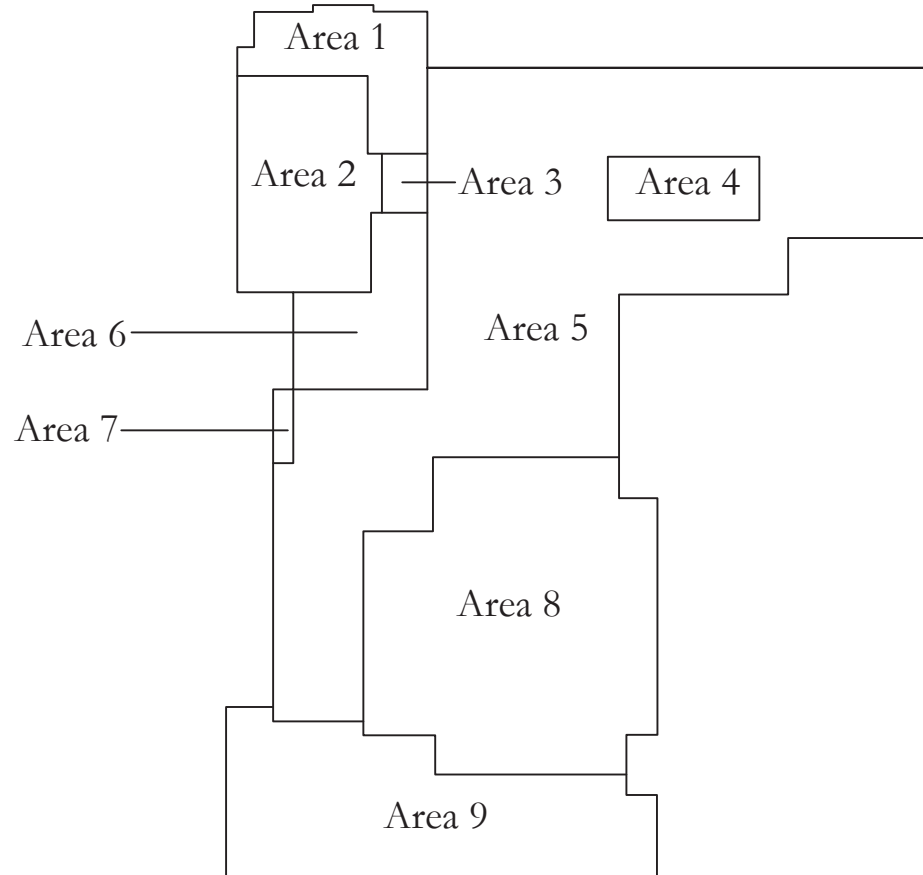
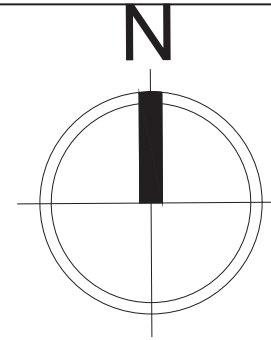
**Pictures**

**Drawings**

**Specification**







\*All measurements must be confirmed by Contractor.

**TREMCO**

**ROOFING & BUILDING MAINTENANCE**

11719 N. Avondale Loop  
Hayden, ID 83835  
Tel: (208) 916.6203

**Client:**

**East Central CC- MLK**

**Address:**

500 S. Stone St.  
Spokane, WA 99202

**Drawn By:**

Jared Barnes

**Date:**

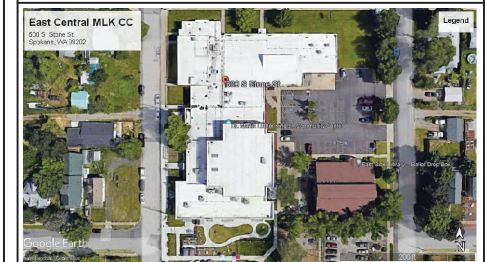
11/10/22

**ROOFING NOTES:**

Area 1: 1,830 sq.ft.  
Area 2: 3,220 sq.ft.  
Area 3: 300 sq.ft.  
Area 4: 1,060 sq.ft.  
Area 5: 18,200 sq.ft.  
Area 6: 1,920 sq.ft.  
Area 7: 200 sq.ft.  
Area 8: 9,050 sq.ft.  
Area 9: 6,000 sq.ft.

**Total Area: 41,780 sq.ft.**

**Total Wet Area: TBD**



# Wet Scan Legend

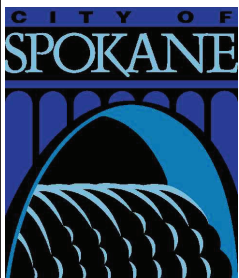
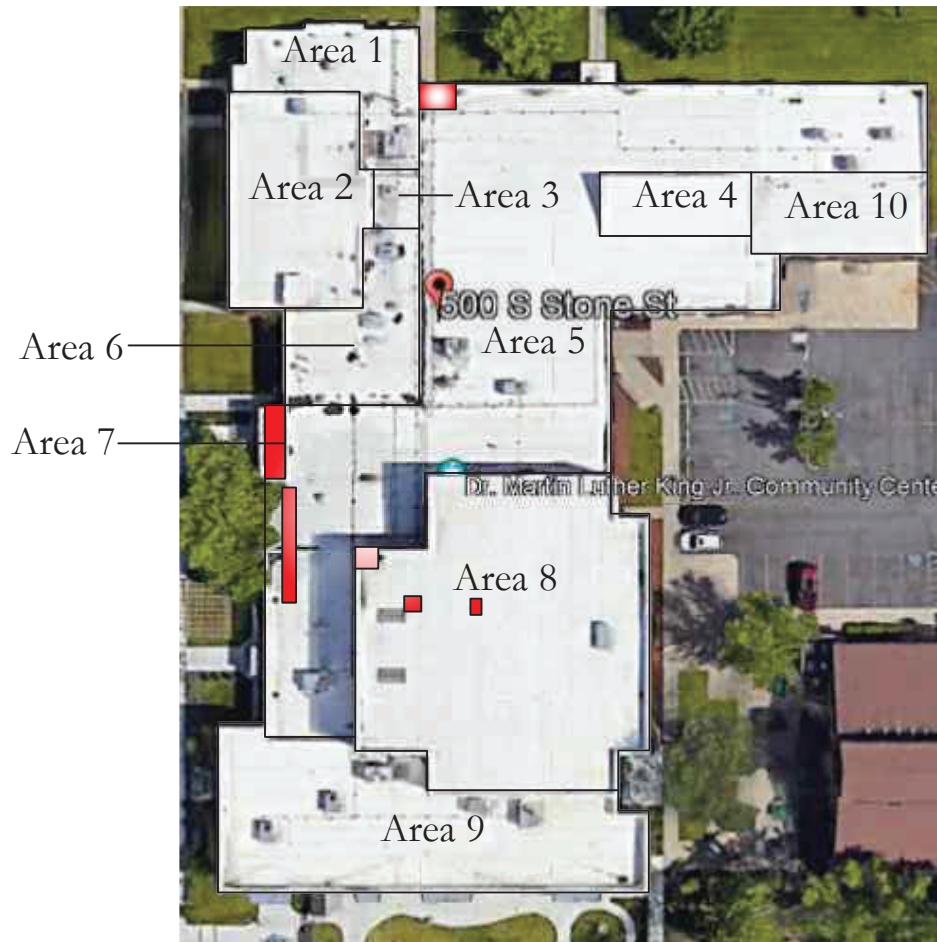
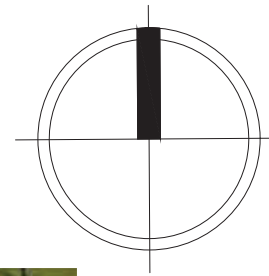


Wet



Intermittent Wet

N



**TREMCO**<sup>®</sup>

**ROOFING & BUILDING MAINTENANCE**

11719 N. Avondale Loop

Hayden, ID 83835

Tel: (208) 916.6203

**Client:**

**East Central CC- MLK**

**Address:**

500 S. Stone St.

Spokane, WA 99202

**Drawn By:**

Jared Barnes

**Date:**

11/10/22

## ROOFING NOTES:

Area 1: 1,830 sq.ft.

Area 2: 3,220 sq.ft.

Area 3: 300 sq.ft.

Area 4: 1,060 sq.ft.

Area 5: 16,744 sq.ft.

Area 6: 1,920 sq.ft.

Area 7: 200 sq.ft.

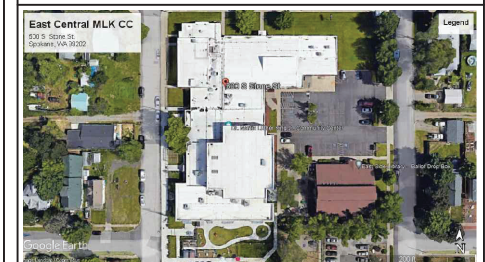
Area 8: 9,050 sq.ft.

Area 9: 6,000 sq.ft.

Area 10: 1,456 sq.ft.

**Total Area: 41,780 sq.ft.**

**Total Wet Area: 1,000 sq.ft.**



\*All measurements must be confirmed by Contractor.



## SECTION 070150.74 - REHABILITATION OF SINGLE PLY ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. Roof membrane coating preparation.
2. Application of reinforced fluid-applied roof membrane and flashings over existing fully adhered TPO membrane roof.

#### 1.2 ROOFING CONFERENCES

A. Roofing Rehabilitation Preinstallation Conference: Conduct conference at Project site to review methods and procedures related to roofing system.

1. Meet with Owner; roofing coating materials manufacturer's representative; roofing rehabilitation Installer including project manager and foreman; and installers whose work interfaces with or affects rehabilitation including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
2. Review temporary protection requirements for existing roofing system that is to remain uncoated, during and after installation.
3. Review methods and procedures related to re-coating preparation, including coating manufacturer's written instructions.
4. Review roof drainage during each stage of coating and review roof drain plugging and plug removal procedures.
5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
6. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect coating.
7. Review HVAC shutdown and sealing of air intakes.
8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
9. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
10. Review governing regulations and requirements for insurance and certificates if applicable.

11. Review existing conditions that may require notification of Owner before proceeding.

### 1.3 MATERIALS OWNERSHIP

- A. Demolished materials shall become Contractor's property and shall be removed from Project site.

### 1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.
- B. Roofing Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- C. Patching: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system and replacement with similar materials.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of three years' experience installing products similar to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
  1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Primary product manufacturer that is UL listed for roofing system identical to that specified for this Project with minimum five years' experience in manufacture of comparable products in successful use in similar applications, and able to furnish warranty with provisions matching specified requirements.
- C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and

approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

1. An authorized full-time technical employee of the manufacturer.
2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

#### 1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
  1. Store all materials prior to application at temperatures recommended by manufacturer.
  2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer.
  3. Do not apply roofing in snow, rain, fog, or mist.
- B. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- E. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

#### 1.8 WARRANTY

- A. Manufacturer's Warranty: In which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
  1. Form of Warranty: Tremco "Plain and Simple" warranty form.
  2. Scope of Warranty: Work of this Section.
  3. Warranty Period: 20 years from date of completion.
  4. Inspections by Manufacturer: To occur every five years following completion.
- B. Installer Warranty: Installer's warranty signed by Installer, as follows.

1. Form of Warranty: Form included in Project Manual.
2. Scope of Warranty: Work of this Section.
3. Warranty Period: 2 years from date of completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, Beachwood, OH, (800) 562-2728, [www.tremcoroofing.com](http://www.tremcoroofing.com) that are named in other Part 2 articles. Provide specified products.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Rehabilitated roofing shall withstand exposure to weather without failure or leaks due to defective manufacture or installation.
  1. Accelerated Weathering: Roofing system shall withstand 5000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Exterior Fire-Test Exposure: Roofing system exterior fire-test exposure performance following application of rehabilitation coating shall be not be less than that of the prerehabilitated roof performance when tested in accordance with ASTM E108, based upon manufacturer's tests of identical applications.
- D. Bio-Based Content: Provide roofing rehabilitation coating materials meeting requirements of USDA Bio-based Affirmative Procurement Program, with not less than 20 percent bio-based content.

### 2.3 MATERIALS, GENERAL

- A. General: Rehabilitation materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Infill Materials: Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.
- C. Temporary Roof Drainage: Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

## 2.4 FLUID-APPLIED ROOFING MEMBRANE COATING

### A. Polyurethane Elastomeric Fluid-Applied System: Two-coat fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.

1. Polyurethane Roof Coating System Base Coat: Bio-based, low-odor low-VOC two-part, for use with a compatible top coat.
  - a. Basis of design product: Tremco, AlphaGuard BIO Base Coat.
  - b. Combustion Characteristics, UL 790: Maintains combustion characteristics of existing roof system.
  - c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 1 g/L.
  - d. Accelerated Weathering, 5000 hours, ASTM G154: Pass.
  - e. Hardness, Shore A, minimum, ASTM D2240: 80.
  - f. Solids, by volume, ASTM D2697: 100 percent.
  - g. Bio-Based Content, Minimum: 70 percent.
  - h. Minimum Thickness, Base Coat reinforced over Smooth BUR, MB, Concrete, Single-Ply: 48 mils (1.22 mm) wet.
2. Polyurethane roof coating system top coat, bio-based low-odor low-VOC two-part, for application over compatible base coat.
  - a. Basis of design product: Tremco, AlphaGuard BIO Top Coat.
  - b. Combustion Characteristics, UL790: Maintains combustion characteristics of existing roof system.
  - c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 6 g/L.
  - d. Solar Reflectance Index (SRI), ASTM E1980: For white, not less than 103.
  - e. Accelerated Weathering, 5000 hours, ASTM G 154: Pass.
  - f. Hardness, Shore A, minimum, ASTM D2240: 81.
  - g. Solids, by volume, ASTM D2697: 100 percent.
  - h. Bio-Based Content, Minimum: 60 percent.
  - i. Minimum Thickness, reinforced system: 32 mils (0.81 mm) wet.
  - j. Color: White.

B. Primers:

1. Primer for Asphaltic and Single-Ply Membranes: Water-based, polymer-modified quick-dry low odor primer.
  - a. Basis of design product: Tremco, AlphaGuard WB Primer.
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 1 g/L.
  - c. Solids, by weight: 70 percent.

C. Fluid-Applied Roofing Reinforcing Fabric:

1. Polyester Reinforcing Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings and as a protection layer under pavers or stone aggregates.
  - a. Basis of design product: Tremco, Permafab.
  - b. Tensile Strength, Minimum, ASTM D5034 (2-inch): MD - 110 lbs (49.8 kg); XMD - 60 lbs (27.2 kg) avg.
  - c. Elongation, Minimum, ASTM D5034 (1-inch): MD - 25 percent; XMD - 100 percent.
  - d. Tear Strength, Minimum, ASTM D5587: MD - 20 lbs (9.0 kg) avg; XMD - 20 lbs (9.0 kg) avg.
  - e. Weight: 3 oz./sq. yd (102 g/sq. m).

2.5 AUXILIARY ROOFING REHABILITATION MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and roofing coating system.
- B. Joint Sealant: Elastomeric joint sealant compatible with applied coating, with movement capability appropriate for application.
  1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
    - a. Basis of design product: Tremco, TremSEAL Pro.
    - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
    - c. Hardness, Shore A, ASTM C661: 40.
    - d. Adhesion to Concrete, ASTM C794: 35 pli.

- e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
  - f. Color: White.
- C. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings
- 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
  - 2. Verify compatibility with and suitability of substrates.
  - 3. Verify that substrates are visibly dry and free of moisture.
  - 4. Verify that roofing membrane surfaces have adequately aged to enable proper bond with base coat.
  - 5. Verify that roofing membrane is free of blisters, splits, open laps, indications of shrinkage, and puncture damage or other indications of impending roof system failure.
  - 6. Commencing application of coatings indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Protect existing roofing system that is indicated not to be rehabilitated, and adjacent portions of building and building equipment.
- 1. Mask surfaces to be protected. Seal joints subject to infiltration by coating materials.
  - 2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
  - 3. Maintain temporary protection and leave in place until replacement roofing has been completed.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with coating work that could affect indoor air quality or activate smoke detectors in the ductwork.
- 1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.

- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

- 1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

### 3.3 ROOFING COATING PREPARATION

- A. Removal of Wet Insulation: Remove portions of roofing membrane with underlying wet insulation. Remove wet insulation, fill in tear-off areas to match existing insulation and membrane, and prepare patched membrane for application of roof coating as specified below.

- B. Repair of Ponding Areas: Repair areas indicated as ponding areas or areas of inadequate drainage by removing roof membrane, adding additional insulation as required to provide minimum slopes to drain required by roofing rehabilitation coating manufacturer, and replace membrane with material matching existing. Submit photographic report indicating compliance.

- C. Membrane Surface Preparation:

- 1. Remove walkway pads and pavers from roofing membrane. Discard damaged pavers.
  - 2. Remove blisters, ridges, buckles, roofing membrane fastener buttons projecting above the membrane, and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, waterproof coating.
  - 3. Broom clean existing substrate.
  - 4. Substrate Cleaning: Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at minimum 2,000 psi (13,800 kPa).
    - a. Dispose of waste water in accordance with requirements of authorities having jurisdiction.
  - 5. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.
  - 6. Verify adhesion of new products.

- D. Existing Flashing and Detail Preparation: Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.

- 1. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.



2. Roof Drains: Remove drain strainer and clamping ring. Grind metal surfaces down to clean, bare, metal.
- E. Surface Priming: Prime surfaces to receive fluid-applied coating using coating manufacturer's recommended product for surface material. Apply at application rate recommended by manufacturer.
1. Ensure primer does not puddle and substrate has complete coverage.
  2. Allow to cure completely prior to application of coating.

### 3.4 FLUID-APPLIED FLASHING APPLICATION

- A. Fluid-Applied Flashing and Detail Base Coat Application: Complete base coat and fabric reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane. Apply base coat in accordance with manufacturer's written instructions.
1. Apply base coat on prepared and primed surfaces and spread coating evenly. Extend coating minimum of 8 inches (200 mm) up vertical surfaces and 4 inches (100 mm) onto horizontal surfaces.
  2. Back roll to achieve minimum coating thickness indicated on Part 2 product listing, unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
  3. Reinforcing Fabric: Embed fabric reinforcement into wet base coat. Lap adjacent flashing pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
    - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
  4. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of fabric reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.

### 3.5 FLUID-APPLIED MEMBRANE APPLICATION

- A. Fluid-Applied Membrane Base Coat: Apply base coat to field of membrane in accordance with manufacturer's written instructions.
1. Apply base coat on prepared and primed surfaces and spread coating evenly.
  2. Back roll to achieve minimum coating thickness indicated on Part 2 product listing, unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.

3. Fabric Reinforcement: Embed fabric reinforcement into wet base coat. Lap adjacent pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
  - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
- B. Fluid-Applied Membrane Top Coat: Apply top coat to field of membrane and flashings uniformly in a complete, continuous installation.
  1. Allow base coat to cure prior to application of top coat.
  2. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
  3. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
  4. Apply top coat extending coating up vertical surfaces and out onto horizontal surfaces. Install top coat over field base coat and spread coating evenly.
  5. Back roll to achieve minimum coating thickness indicated on Part 2 product listing, unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
  6. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.6 FIELD QUALITY CONTROL

- A. Roof Inspection: Contractor shall engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report. Notify Owner 48 hours in advance of dates and times of inspections. Inspect work as follows:
  1. Upon completion of re-coating but prior to re-installation of other roofing components.
- B. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.
- C. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

### 3.7 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 070150.74



# RCC Services, LLC

Construction Consulting and Estimating

**08/26/2023**

Mr. Jeff Teal  
Director of Facilities  
808 West Spokane Falls Blvd.  
Spokane, Washington 99202

RE: Independent Bid Validation  
Contractor Name: Krueger Sheet Metal Company  
RCC Services Estimate Number: WA318729  
Project Name: WA-R180903-318729 Dr. Martin Luther King  
Community Center Roof Restoration

RCC Services was retained by Krueger Sheet Metal Company to provide an independent review of their proposal for the above referenced project for pricing validation purposes. The attached Independent Cost Estimate (I.C.E.) was derived from the Material Takeoffs, Scope of Work documents, Site Inspection Documentation, and project photos provided by the contractor. The attached report will provide you with our findings.

The I.C.E. was created using RS Means on-line estimating software which utilizes the most current version of RS Means Cost Data. The construction means and methods for this I.C.E. were based upon our estimator's professional experience in line item estimating and construction standard practices.

The Cost data is based on a national average for line item pricing. The I.C.E. has been adjusted utilizing the most current RS Means Data QTR 3, 2023 and was further adjusted by the RS Means City Cost Index (CCI) for Spokane, Washington as well as the OMNIA R180903 Contract Co-Efficient for Washington State.

As a result of our efforts we have determined that the proposal from Krueger Sheet Metal Company is consistent within the industry standard of our I.C.E. If you have any questions regarding the attached documents please feel free to contact us.

Sincerely,

*Jeremy Rotondo*

Jeremy Rotondo  
Vice President  
RCC Services, LLC  
jeremy@rccservices.net

## Cost Estimate Report

Date: 08/26/2023

500 Stone Street  
Spokane, Washington, 99202

### Dr Martin Luther King Community Center Roof Restoration

Year 2023 Quarter 3

Unit Summary Report

Prepared By: Jeremy Rotondo

RCC Services, LLC.

Division	Description	Total
Division 01	General Requirements	\$101,886.06
Division 02	Existing Conditions	\$3,180.00
Division 04	Masonry	\$56,875.12
Division 07	Thermal and Moisture Protection	\$659,690.69
<b>Subtotal</b>		<b>\$821,631.87</b>
General Contractor's Markup on Subs		0.00% \$0.00
<b>Subtotal</b>		<b>\$821,631.87</b>
General Conditions		0.00% \$0.00
<b>Subtotal</b>		<b>\$821,631.87</b>
OMNIA R180903 Contract Co-Efficient - WASHINGTON		1.00 \$0.00
<b>Grand Total</b>		<b>\$821,631.87</b>

## Cost Estimate Report

Date: 08/26/2023

Spokane, Washington, 99202

500 Stone Street

### Dr Martin Luther King Community Center Roof Restoration

Year 2023 Quarter 3

Unit Detail Report

Prepared By: Jeremy Rotondo

RCC Services, LLC.

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
013113200220	Field personnel, project manager, maximum	3.00	Week	\$4,274.00	\$12,822.00
013113200280	Field personnel, superintendent, maximum	6.00	Week	\$4,225.00	\$25,350.00
014523505750	Roofing inspection technician, per day	12.00	Ea.	\$578.34	\$6,940.08
015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	6.00	Week	\$6,234.40	\$37,406.40
015416500100	Permits rule of thumb, most cities, minimum	1.00	Job	\$31.17	\$187.03
015416500100	Performance Bond, for buildings, maximum	1.00	Job	\$155.86	\$935.16
015433405460	Pressure Washer 7 gpm, 3000 psi, Incl. Hourly Oper. Cost.	4.00	Week	\$496.16	\$1,984.62
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	6.00	Week	\$72.48	\$434.87
015433407200	Rent truck pickup 3/4 ton 4 wheel drive, Incl. Hourly Oper. Cost.	9.00	Week	\$838.04	\$7,542.32
015436501400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	2.00	Ea.	\$855.55	\$1,711.10
015436501400	Permits rule of thumb, most cities, minimum	1.00	Job	\$4.28	\$8.56
015436501400	Performance Bond, for buildings, maximum	1.00	Job	\$21.39	\$42.78
015626500100	Temporary fencing, chain link, 6' high, 11 ga	500.00	L.F.	\$9.32	\$4,660.00
015626500100	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.05	\$23.30
015626500100	Performance Bond, for buildings, maximum	1.00	Job	\$0.23	\$116.50
019313072520	Moisture-thermal control facilities maintenance, single-ply or built-up roofing maintenance, walk roof, clean drain trap and pick-up trash, per inspection	41,780.00	S.F.	\$0.04	\$1,671.20
019313072520	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.00	\$8.36
019313072520	Performance Bond, for buildings, maximum	1.00	Job	\$0.00	\$41.78

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01</b>	<b>General Requirements Subtotal</b>				<b>\$101,886.06</b>
<b>Division 02</b>	<b>Existing Conditions</b>				
024119190700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	6.00	Week	\$530.00	\$3,180.00
<b>Division 02</b>	<b>Existing Conditions Subtotal</b>				<b>\$3,180.00</b>
<b>Division 04</b>	<b>Masonry</b>				
040120520420	Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding	41,780.00	S.F.	\$1.31	\$54,731.80
040120520420	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.01	\$357.22
040120520420	Performance Bond, for buildings, maximum	1.00	Job	\$0.04	\$1,786.10
<b>Division 04</b>	<b>Masonry Subtotal</b>				<b>\$56,875.12</b>
<b>Division 07</b>	<b>Thermal and Moisture Protection</b>				
070505102470	Selective demolition, thermal and moisture protection, roof insulation board, over 2" thick	6,000.00	B.F.	\$0.34	\$2,040.00
070505102470	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.00	\$10.20
070505102470	Performance Bond, for buildings, maximum	1.00	Job	\$0.01	\$51.00
070505104420	Selective demolition, thermal and moisture protection, roofing, single ply membrane, fully adhered	1,000.00	Sq.	\$68.28	\$68,280.00
070505104420	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.34	\$341.40
070505104420	Performance Bond, for buildings, maximum	1.00	Job	\$1.71	\$1,707.00
072216101745	Polyisocyanurate insulation, for roof decks, 3" thick, 2#/CF density, fastening excluded	2,000.00	S.F.	\$2.77	\$5,540.00
072216101745	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.01	\$27.70
072216101745	Performance Bond, for buildings, maximum	1.00	Job	\$0.07	\$138.50
072216103120	Roof deck insulation, fastening alternatives, 6" OC beads, low-rise polyurethane	20.00	Sq.	\$243.11	\$4,862.20
072216103120	Permits rule of thumb, most cities, minimum	1.00	Job	\$1.22	\$24.31
072216103120	Performance Bond, for buildings, maximum	1.00	Job	\$6.08	\$121.56
075423100200	Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, fully adhered	10.00	Sq.	\$304.72	\$3,047.20
075423100200	Permits rule of thumb, most cities, minimum	1.00	Job	\$1.52	\$15.24
075423100200	Performance Bond, for buildings, maximum	1.00	Job	\$7.62	\$76.18
075610100080	Elastomeric roofing, primer, on foam or modified bitumen, 2 coats, if required	45,000.00	S.F.	\$2.08	\$93,600.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
075610100080	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.01	\$468.00
075610100080	Performance Bond, for buildings, maximum	1.00	Job	\$0.05	\$2,340.00
075610100110	Elastomeric roofing, acrylic rubber, fluid applied, 20 mils thick	45,000.00	S.F.	\$5.88	\$264,600.00
075610100110	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.03	\$1,323.00
075610100110	Performance Bond, for buildings, maximum	1.00	Job	\$0.15	\$6,615.00
075610100120	Elastomeric roofing, acrylic rubber, fluid applied, reinforced, 50 mils thick	45,000.00	S.F.	\$4.24	\$190,800.00
075610100120	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.02	\$954.00
075610100120	Performance Bond, for buildings, maximum	1.00	Job	\$0.11	\$4,770.00
075610100130	Elastomeric roofing, acrylic rubber	900.00	S.F.	\$6.13	\$5,517.00
075610100130	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.03	\$27.58
075610100130	Performance Bond, for buildings, maximum	1.00	Job	\$0.15	\$137.92
077126101300	Reglet, counter flashing for galvanized steel, 26 ga., 12 wide	300.00	L.F.	\$7.30	\$2,190.00
077126101300	Permits rule of thumb, most cities, minimum	1.00	Job	\$0.04	\$10.95
077126101300	Performance Bond, for buildings, maximum	1.00	Job	\$0.18	\$54.75
<b>Division 07 Thermal and Moisture Protection Subtotal</b>					<b>\$659,690.69</b>
<b>Subtotal</b>					<b>\$821,631.87</b>
<b>General Contractor's Markup on Subs</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$821,631.87</b>
<b>General Conditions</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$821,631.87</b>
<b>OMNIA R180903 Contract Co-Efficient - WASHINGTON</b>				<b>1.00</b>	<b>\$0.00</b>
<b>Grand Total</b>					<b>\$821,631.87</b>





< Business Lookup

## License Information:

[New search](#) [Back to results](#)

**Entity name:** KRUEGER SHEET METAL CO.

**Business name:** KRUEGER SHEET METAL CO.

**Entity type:** [Profit Corporation](#)

**UBI #:** 328-043-922

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 731 N SUPERIOR ST  
SPOKANE WA 99202-2014

**Mailing address:** PO BOX 2963  
SPOKANE WA 99220-2963



Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bothell General Business - Non-Resident				Active	Jun-30-2024	Jun-09-2023
Burien General Business - Non-Resident	06271			Active	Jul-31-2024	May-23-2007
Ellensburg General Business - Non-Resident				Active	Jul-31-2024	Mar-18-2022
Federal Way General Business - Non-Resident				Active	Jul-31-2024	Sep-23-2022
Kirkland General Business - Non-Resident				Active	Jul-31-2024	Feb-06-2023
Liberty Lake General Business - Non-Resident				Active	May-31-2024	Jun-02-2023
SeaTac General Business - Non-Resident				Active	Jul-31-2024	Jun-12-2019

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Jul-31-2024	Dec-26-2018
Spokane Valley General Business - Non-Resident				Active	Jul-31-2024	Oct-07-2020
Underground Storage Tank		1	View Tanks	On Hold		
Yelm General Business - Non-Resident	14110			Active	Jul-31-2024	Aug-03-2023

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
BRANDT, ALEXANDER E E	
BRANDT, DAVID T T	

The Business Lookup information is updated nightly. Search date and time:  
12/21/2023 3:42:31 PM





## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/10/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 01/29/2024

**Submitting Dept**

POLICE

**Project #**

**Contact Name/Phone**

JASON 209-7186

**Bid #**

**Contact E-Mail**

JHARTMAN@SPOKANEPOLICE.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON MCATHCART BWILKERSON

**Agenda Item Name**

0680-WASPC BEHAVIORAL HEALTH UNIT GRANT AWARD ACCEPTANCE

### **Agenda Wording**

Acceptance of agreement between City of Spokane and Spokane County is now needed. Grant award period 7/1/2023 through 6/30/2025 and funding will go towards assigned officer salary/benefits, travel & training, and indirect costs.

### **Summary (Background)**

Spokane Police has a long-standing partnership with Spokane County Sheriff's Office and Frontier Behavioral Health to jointly apply for funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) to provide funding to operation a regional Mental Health (behavioral health) unit. Funding was successfully awarded, with SCSO being the primary grant recipient. Acceptance of agreement between City of Spokane and Spokane County is now needed. Grant award period 7/1/2023 through 6/30

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 1,386,166

Current Year Cost \$ 693,083

Subsequent Year(s) Cost \$ 693,083

### **Narrative**

Two-year grant agreement will reimburse the City for salary/benefits of four (4) current SPD Officers assigned to the Behavioral Health Unit. No new positions are required. The grant will also reimburse the City up to \$10k/year for eligible travel/train..

### **Amount**

### **Budget Account**

Revenue \$ 1386166

# 1620-91814-99999-33469-99999

Expense \$ 1386166

# 1620-91814-21250-VARIOUS

Select \$

#

Select \$

#

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22 <sup>nd</sup> , 2024
<b>Submitting Department</b>	Police
<b>Contact Name</b>	Jason Hartman
<b>Contact Email &amp; Phone</b>	<a href="mailto:jhartman@spokanepolice.org">jhartman@spokanepolice.org</a> 509-209-7186
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Acceptance of WASPC Behavioral Health Unit grant award
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Police has a long-standing partnership with Spokane County Sheriff's Office and Frontier Behavioral Health to jointly apply for funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) to provide funding to operation a regional Mental Health (behavioral health) unit.</p> <p>Funding was successfully awarded, with SCSO being the primary grant recipient.</p> <p>Acceptance of agreement between City of Spokane and Spokane County is now needed. Grant award period 7/1/2023 through 6/30/2025 and funding will go towards assigned officer salary/benefits, travel &amp; training, and indirect costs.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$1,386,166</u> Current year cost: \$693,083 Subsequent year(s) cost: \$693,083  <b>Narrative:</b> <u>Two-year grant agreement will reimburse the City for salary/benefits of four (4) current SPD Officers assigned to the Behavioral Health Unit. No new positions are required. The grant will also reimburse the City up to \$10k/year for eligible travel/training and \$63,007/year to cover indirect costs associated with administration of this grant.</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? Funding pass-thru from WASPC/WA State. No guarantee of future funding levels.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (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?

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?

**AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY IN  
CONJUNCTION WITH THE  
MENTAL HEALTH FIELD RESPONSE TEAM FY23 GRANT PROGRAM**

<b>1. Grantee</b> City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		<b>2. Contract Amount</b>  <p style="text-align: center;"><b>\$1,386,166</b></p>		<b>3. Tax ID#</b> <p style="text-align: center;">91-6001280</p>	
		<b>4. UEI</b> <p style="text-align: center;">KJMWLN3DCAX9</p>			
<b>5. Grantee Representative</b> Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056			<b>6. County's Representative</b> Heather Arnold, Grants Administrator Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org		
<b>7. Contract #</b> <p style="text-align: center;">23MHFR2203</p>		<b>8. Original Grant ID#</b> <p style="text-align: center;">MHFR-23-006</p>		<b>9. Start Date</b> <p style="text-align: center;">07/01/23</p>	
<b>10. End Date</b> <p style="text-align: center;">06/30/25</p>					
<b>11. Funding Authority:</b> <p style="text-align: center;">Washington Association of Sheriffs and Police Chiefs</p>					
<b>12. Federal Funds (as applicable)</b> <p style="text-align: center;">N/A</p>		<b>13. CFDA #</b> <p style="text-align: center;">N/A</p>		<b>14. Federal Agency:</b> <p style="text-align: center;">N/A</p>	
<b>15. Contractor Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Pre-approved by Funder			<b>16. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
<b>17. Grant Purpose:</b> The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.					
<b>18. COUNTY and CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment A Scope of Work, and (3) Attachment B Budget.</b>					
<b>FOR THE GRANTEE:</b>			<b>FOR COUNTY:</b>		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)



**WHEREAS**, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, this Agreement is made by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and CITY OF SPOKANE hereinafter known as “CITY”, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the “Parties;” and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

## **1. TERM**

- 1.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

## **2. SERVICES**

- 2.1. CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

## **3. COMPENSATION**

- 3.1. The COUNTY shall reimburse CITY an amount not to exceed the amount set forth in Attachment B Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment A. CITY’s reimbursement for services set forth in Attachment A shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment B and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY’s representative designated hereinafter. Requests for reimbursement by CITY shall be made monthly and are due on or before the 5<sup>th</sup> day of the month following the period which services were provided. **Failure to do so, may result in the County’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.** In conjunction with each reimbursement request, CITY 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 funding source. A reimbursement voucher is provided and is required for requests for payment. This is a multi-year award it is subject to the following restrictions.
- 3.2. The maximum amount payable to CITY for services rendered in year one (July 1, 2023 – June 30, 2024) is Six Hundred Ninety-Three Thousand Eighty-Three Dollars (\$693,083) as set forth in Attachment B Budget, funds not utilized from year one **will not** carry-over to year two and are no longer able to be claimed by

CITY. The maximum amount payable to CITY for services rendered in year two (July 1, 2024 – June 30, 2025) is Six Hundred Ninety-Three Thousand Eighty-Three Dollars (\$693,083) as set forth in Attachment B Budget, funds not utilized from year two **will not** carry-over to any other period and are no longer able to be claimed by CITY under any circumstances.

- 3.3. Requests for reimbursement shall be submitted to:

**Contessa Tucker, Accounting Tech IV**  
**Spokane County Sheriff's Office**  
**1100 West Mallon Avenue**  
**Spokane, WA 99260-0300**  
**Ctucker@spokanesherriff.org**

- 3.4. Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by CITY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by COUNTY.
- 3.5. The final invoice for services rendered under the year 1 portion of this Agreement MUST be submitted by CITY to the COUNTY by July 5, 2024. The COUNTY is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 5, 2024 ("Belated Claims"). The final invoices for services rendered under the year 2 portion of this Agreement MUST be submitted by CITY to the COUNTY by July 5, 2025. The COUNTY is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 5, 2025 ("Belated Claims"). The County will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

#### **4. SINGLE AUDIT REQUIREMENTS**

- 4.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- 4.2. If CITY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. CITY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington

State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- 4.3. CITY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. CITY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 4.4. CITY must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from CITY all disallowed costs resulting from the audit.
- 4.5. Once the single audit has been completed and if it includes any audit findings, CITY must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of CITY's fiscal year(s):

**Heather Arnold, Grants Administrator**  
**Office of Financial Assistance**  
**Spokane County**  
**1116 W. Broadway**  
**Spokane, WA 99260**  
**[harnold@spokanecounty.org](mailto:harnold@spokanecounty.org)**

- 4.6. If CITY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, CITY must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of CITY's fiscal year(s).
- 4.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 4.8. CITY shall include the above audit requirements in any sub-contracts.
- 4.9. No advance payment will be made for services furnished by CITY pursuant to this Agreement.
- 4.10. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, CITY's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

## **5. RELATIONSHIP OF THE PARTIES**

- 5.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment A will be solely with CITY. No agent, employee, servant or otherwise of CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

## **6. VENUE STIPULATION**

- 6.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## **7. COMPLIANCE WITH LAWS**

- 7.1. The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
- 7.1.1. Audits – 2 CFR Part 200;
  - 7.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
  - 7.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal

Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- 7.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- 7.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- 7.1.6. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

7.2. **Washington State Laws and Regulations:**

- 7.2.1. Affirmative action, RCW 41.06.020 (11);
- 7.2.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- 7.2.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- 7.2.4. Discrimination-human rights commission, Chapter 49.60 RCW;
- 7.2.5. Ethics in public service, Chapter 42.52 RCW;
- 7.2.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- 7.2.7. Open public meetings act, Chapter 42.30 RCW;
- 7.2.8. Public records act, Chapter 42.56 RCW; and
- 7.2.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

## **8. NON-DISCRIMINATION**

- 8.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which CITY will receive payment under the provisions of this Agreement.

**9. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

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

**10. NEW CIVIL RIGHTS PROVISION**

- 10.1. CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

**11. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

- 11.1. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at [www.lep.gov](http://www.lep.gov).

**12. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- 12.1. During the performance of this Agreement, CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and CITY may be declared ineligible for further agreements with the COUNTY. CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Agreement.

**13. PAY EQUITY**

- 13.1. CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:
- 13.1.1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and

responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

13.1.2. CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

13.1.2.1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.

13.1.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.

13.1.2.3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

13.2. This Agreement may be terminated if the COUNTY determines that CITY is not in compliance with this provision.

#### **14. TERMINATION FOR CAUSE/SUSPENSION**

14.1. In the event the COUNTY determines that CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

14.2. In the alternative, COUNTY, upon written notice may allow CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to CITY in whole or in part, or may restrict CITY's right to perform duties under this Agreement. Failure by CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to CITY.

14.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by CITY's actions or negligence.

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

## **15. TERMINATION FOR CONVENIENCE**

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

## **16. TERMINATION PROCEDURES**

- 16.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, CITY shall:
  - 16.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
  - 16.1.2. Place no further orders for materials, services, or facilities related to the Agreement;
  - 16.1.3. Assign to COUNTY all of the rights, title, and interest of CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by CITY to settle such claims must have the prior written approval of COUNTY; and
  - 16.1.4. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in CITY's possession as directed by COUNTY.
- 16.2. Upon termination of the Agreement, COUNTY shall pay CITY for any service provided by CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to CITY if COUNTY later determines that loss or liability will not occur.
- 16.3. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 16.4. Repayment by CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.



## **17. COUNTY REPRESENTATIVE**

- 17.1. The COUNTY hereby appoints and CITY hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY's representative, or his/her designee as identified on the Face Sheet as CITY's liaison for the purpose of administering this Agreement.

## **18. NOTICES**

- 18.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or CITY at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

## **19. HEADINGS**

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

## **20. MODIFICATION**

- 20.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

## **21. WAIVER**

- 21.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

## **22. INDEMNIFICATION**

- 22.1. To the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.
- 22.2. CITY's obligation to indemnify, defend and hold harmless includes any claim by CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.
- 22.3. CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to CITY's or any subgrantee's/subcontractor's performance or failure to perform under this Agreement. CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.
- 22.4. The COUNTY shall protect, defend, indemnify, and hold harmless CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of CITY.
- 22.5. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 22.6. These indemnifications and waiver shall survive the termination of this Agreement.
- 22.7. No officer or employee of CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

## **23. ALL WRITINGS CONTAINED HEREIN**

- 23.1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. CITY has

read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce CITY to execute the same.

## **24. SEVERABILITY**

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

## **25. EXECUTION AND APPROVAL**

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

## **26. COUNTERPARTS**

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

## **27. DISPUTE RESOLUTION**

- 27.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders CITY unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative appointment by CITY, and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior whom

shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

## **28. NO THIRD-PARTY BENEFICIARIES**

- 28.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

## **29. SURVIVAL**

- 29.1. Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

## **30. INSURANCE**

- 30.1. CITY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
- 30.1.1. GENERAL LIABILITY INSURANCE: CITY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.
  - 30.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN FRONTIER BEHAVIORAL HEALTH (CITY) AND SPOKANE COUNTY IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY 23 GRANT AGREEMENT".
  - 30.1.3. WORKERS COMPENSATION: If CITY has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by

providing its State Industrial Account Identification Number. Provision of this number will be CITY's assurance that coverage is in effect.

- 30.1.4. PROFESSIONAL LIABILITY INSURANCE: CITY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 30.2. Any exclusion to CITY's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane County Risk Management Department. CITY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for CITY and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on CITY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 30.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by CITY.
- 30.4. Failure of CITY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 30.5. Providing coverage in the above amounts shall not be construed to relieve CITY from liability in excess of such amounts.

**31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- 31.1. CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - 31.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - 31.1.2. Have not within a three (3) year period preceding this Agreement, 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 or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 31.1.3. 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 (A)(2) of this section; and
- 31.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one (1) or more public transactions (Federal, state, or local) terminated for cause of default.
- 31.2. Where CITY is unable to certify to any of the statements in this Agreement, CITY shall attach an explanation to this Agreement.
- 31.3. CITY 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, unless authorized by COUNTY.
- 31.4. CITY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- 31.5. **LOWER TIER COVERED TRANSACTIONS**
  - 31.5.1. The lower tier Grantee certifies, by signing this Agreement 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.
  - 31.5.2. Where the lower tier Grantee is unable to certify to any of the statements in this Agreement, such Grantee shall attach an explanation to this Agreement.
- 31.6. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

## **32. SUBCONTRACTING**

- 32.1. Neither CITY, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the COUNTY or WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to

release or reduce the liability of CITY to the COUNTY for any breach in the performance of CITY's duties.

- 32.2. CITY agrees that any proposed subcontracts must be provided to the COUNTY for review no later than 10 (ten) business days before such a subcontract's effective date.
- 32.3. CITY is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.
- 32.4. If at any time during the progress of the work the COUNTY determines in its sole judgment that any Subgrantee is incompetent or undesirable, the COUNTY will notify CITY, and CITY must take immediate steps to terminate the Subgrantee's involvement in the work.
- 32.5. The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve CITY of any of its responsibilities under the Agreement, nor be the basis for additional charges to the COUNTY.
- 32.6. The COUNTY has no contractual obligations to any Subgrantee or vendor under Agreement to CITY. CITY is fully responsible for all obligations, financial or otherwise, to its Subgrantees

### **33. ASSIGNMENT**

- 33.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by CITY without prior written consent of COUNTY.

### **34. ATTORNEYS' FEES**

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

### **35. RECORDS MAINTENANCE**

- 35.1. CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. CITY shall retain such records for a period of six years following the date of final payment.
- 35.2. At no additional cost, CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required

for the purpose of funding the services contracted for herein. CITY shall provide access to its facilities for this purpose.

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

### **36. LOSS OF FUNDING**

- 36.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

### **37. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- 37.1. "Confidential Information" as used in this section includes:
- 37.1.1. All material provided to CITY by COUNTY that is designated as "confidential" by COUNTY;
  - 37.1.2. All material produced by CITY that is designated as "confidential" by COUNTY; and
  - 37.1.3. All personal information in the possession of CITY, 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).
- 37.2. CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. CITY 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 COUNTY or as may be required by law. CITY 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, CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. CITY



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

- 37.3. Unauthorized Use or Disclosure. CITY shall notify COUNTY 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.

### **38. COPYRIGHT PROVISIONS**

- 38.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 38.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.
- 38.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. CITY warrants and represents that CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.
- 38.4. CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by CITY.

### **39. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

- 39.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this

Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

#### **40. REPORTING**

- 40.1. CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Mental Health Field Response Team Program on the work performed. These reports should be submitted to:

**Contessa Tucker, Accounting Tech IV**  
**Spokane County Sheriff's Office**  
**1100 West Mallon Avenue**  
**Spokane, WA 99260-0300**  
**ctucker@spokanesherriff.org**

#### **41. POLITICAL ACTIVITIES**

- 41.1. Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

#### **42. PUBLICITY**

- 42.1. CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

#### **43. TAXES**

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

#### **44. LICENSING, ACCREDITATION, AND REGISTRATION**

- 45.1. CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

#### **45. ACCESS TO DATA**

- 45.1. In compliance with RCW 39.26.180 (2), RCW 36.28A.440 and federal rules, CITY must provide access to any data generated under this Agreement to the COUNTY, WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of CITY's reports, including computer models and methodology for those models.

## **EXHIBIT A SCOPE OF WORK**

PURPOSE: House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

CITY RESPONSIBILITIES: This is an Agreement to clearly identify the roles and responsibilities of CITY as they relate to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program). As a grant-funded sub-recipient in accordance with this Agreement and the Spokane County MHFRT Program, CITY agrees to provide a minimum of four (4) FTE's as follows:

1. A Sergeant who will be assigned to supervise the four (4) co-deployed Mental Health Field Response Teams from all three (3) jurisdictions: City of Spokane; City of Spokane Valley; and the unincorporated and incorporated communities in Spokane County to which the Spokane County Sheriffs Office (SCSO) provides law enforcement services;
2. A Mental Health Coordinator who will coordinate daily operations; and
3. Officers who will participate in daily operations.

**EXHIBIT B  
BUDGET**

<b>Category</b>	<b>Budget Year 1 – July 1, 2023 through June 30, 2024</b>	<b>Budget Year 2 – July 1, 2024 through June 30, 2025</b>
Salary/ Benefits	\$620,076	\$620,076
Travel/Training	\$10,000	\$10,000
Indirects	\$63,007	\$63,007
<b>Total Program</b>	<b>\$693,083</b>	<b>\$693,083</b>

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

**Unspent amounts from the 2023-2024 fiscal year will be forfeited and will not be added to the following fiscal year's budget amounts.**

**Unspent amounts from the 2024-2025 fiscal year will be forfeited and will not be added to any other period and are no longer able to be claimed by CITY under any circumstances.**

Salary is authorized provided that compensation is reasonable and consistent with that paid for similar work in other activities within the jurisdiction.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent with that paid for similar work in other activities within the jurisdiction.

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC.

Payment will be on a reimbursement basis only.

**\*Note that incentives payable to staff are unallowable for this Agreement.**

### **EXHIBIT C**

#### **DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
<b>This certification is submitted as part of a request to contract.</b>			

#### **Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.** Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

**The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

**Bidder or Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_



## Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County MHFRT Program FY23-25

<b>AGENCY NAME</b>
Frontier Behavioral Health
<b>CLAIMANT (Warrant is to be payable to)</b>
(please fill in your department's mailing address) Frontier Behavioral Health

**INSTRUCTIONS TO CLAIMANT:** Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

*Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.*

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED





## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/8/2024

**Clerk's File #**

OPR 2023-0637

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

CITY ATTORNEY

**Project #**

**Contact Name/Phone**

MICHAEL 6237

**Bid #**

**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

**Requisition #**

PAID THRU

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART

**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

### **Agenda Wording**

Outside Counsel Amendment with Keating, Bucklin & McCormack, Seattle, WA, for Legal Services in the matter of Estate of Jaramillo, v. City of Spokane.

### **Summary (Background)**

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Clovy Jaramillo, et al. v. City of Spokane, et al. This is a lawsuit against the City for the alleged wrongful death of Clovy Jaramillo on October 6, 2020. This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 100,000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

#### **Amount**

#### **Budget Account**

Expense \$ 100,000

# From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Mike Piccolo
<b>Contact Email &amp; Phone</b>	<a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a> ; 625-6237
<b>Council Sponsor(s)</b>	<u>CM Cathcart</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Special Counsel Contract Amendment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of Clovy Jaramillo, et al. v. City of Spokane, et al.</u> . This is a lawsuit against the City for the alleged wrongful death of Clovy Jaramillo on October 6, 2020.  This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>100,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>N/a</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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**  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF CLOVY JARAMILLO, ET. AL. V. CITY OF SPOKANE, ET. AL. and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract dated June 16, 2023 and June 18, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on December 1, 2023.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**KEATING, BUCKIN & MCCORMACK,  
INC., P.S.**

**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

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Community, Housing, and Human <u>Services</u>
<b>Contact Name &amp; Phone</b>	Richard Culton 509-625-6009
<b>Contact Email</b>	<a href="mailto:rculton@spokanecity.org">rculton@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Zappone, CM Klitzke, and CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	Eccovia, Inc., Homeless Management Information System Software Extension
<b>Summary (Background)</b>	Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2023 to 11/30/2024 at a cost of \$168,433.04 plus tax.
<b>Proposed Council Action &amp; Date:</b>	1/22/2024
<b>Fiscal Impact:</b> Total Cost: \$168,433.04 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Specify funding source: HHAA funding  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Not applicable – one year software extension to meet funding requirements.	
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?  The Community Management Information System, an HMIS compliant software, is a funding requirement and the demographic data it collects on persons experiencing and at-risk of homelessness is used at the local, state, and federal level for planning to remediate and end homelessness.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  Not applicable – one year software extension to meet funding requirements.	
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 software service aligns with the strategic initiatives and the goals of the Public Safety & Community Health Committee to promote significant growth that connects people to places and builds upon cultural, historic, and natural resource assets, and to meet the obligations required by federal and state funding CHHS receives.





**City of Spokane**

**CONTRACT EXTENSION**

Title: **CLIENTTRACK SUBSCRIPTION AGREEMENT**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ECCOVIA, INC.**, whose address is 2150 West Parkway Blvd., Suite A-101, Salt Lake City, Utah 84119 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Subscription Licenses and Professional Services to ClientTrack; and*

*WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated December 12, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on December 1, 2023.

**3. EXTENSION.**

The contract term is hereby extended and shall run through November 30, 2024.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-THREE AND 04/100 DOLLARS (\$168,433.04)**, plus applicable sales tax, in accordance with the Software as a Service Subscription Agreement attached as Exhibit B, for everything furnished and done under this Contract Extension.

**5. 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.

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

**ECCOVIA, INC.**

**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 Contract Extension:**

Exhibit A - Certificate regarding Debarment

Exhibit B - Eccovia Software as a Service Subscription Agreement

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## EXHIBIT B



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

1/2/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

MUNICIPAL COURT

**Project #**

**Contact Name/Phone**

SARAH 509-309-6948

**Bid #**

**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON ZZAPPONE

**Agenda Item Name**

0560-MUNICIPAL COURT-SBO AWARD FROM SMITH-BARBIERI PROGRESSIVE

### **Agenda Wording**

Spokane Municipal Court is the recipient of an award from the Smith-Barbieri Progressive Fund in the total amount of \$25,000 to be utilized court-wide to provide basic need and other service assistance.

### **Summary (Background)**

The Smith-Barbieri Progressive Fund will purchase \$5,000 worth of bus passes at a 50% discount and provide to Municipal Court. The remaining \$20,000 will be allocated to Municipal Court to provide warm and cool clothing, personal services such as haircuts, ID needs, and housing assistance.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 20,000

Current Year Cost \$ 20,000

Subsequent Year(s) Cost \$ 0

### **Narrative**

No match required. This is a one-time award with no positions attached.

### **Amount**

### **Budget Account**

Revenue \$ 20,000

# 1360-91221-99999-36711-99999

Expense \$ 3,000

# 1360-91221-12510-53201-99999

Expense \$ 3,000

# 1360-91221-12510-53202-99999

Expense \$ 14,000

# 1360-91221-12510-54999-99999

\$

#

\$

#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DELANEY, HOWARD	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	LOGAN, MARY	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
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## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2023
<b>Submitting Department</b>	Spokane Municipal Court
<b>Contact Name</b>	Sarah Thompson
<b>Contact Email &amp; Phone</b>	<a href="mailto:sthompson@spokanecity.org">sthompson@spokanecity.org</a> 509-309-6948
<b>Council Sponsor(s)</b>	<u>CP Wilkerson and CM Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Smith-Barbieri Progressive Fund awards Municipal Court \$25,000.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Municipal Court is the recipient of an award from the Smith-Barbieri Progressive Fund in the total amount of \$25,000 to be utilized court wide to provide basic need and other service assistance.</p> <p>The Smith-Barbieri Progressive Fund will purchase \$5,000 worth of bus passes at a 50% discount and provide to Municipal Court. The remaining \$20,000 will be allocated to Municipal Court.</p> <p>Municipal Court serves those with offenses committed within the city limits including people with disabilities, or previously incarcerated, or unhoused, etc. The participants of Municipal Court often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, obtain disability or find employment, and become productive members of the community. The funding award will enhance the services available to those in need.</p> <ul style="list-style-type: none"> <li>Funding to provide jackets, blankets, and other warming items (ie. pocket hand warmers, gloves, socks, hats, scarfs, etc.) to participants for the winter. Funding to provide shorts, t-shirts, cooling neck wraps, water bottles, and other cooling items for the summer. Additionally, underwear and bras are often overlooked as a necessity along with backpacks. Anticipated funding for clothing and supplies is \$6,000.</li> <li>Funding to assist with basic needs (haircuts, eyeglasses, and laundry services). Anticipated funding for basic needs is \$5,000.</li> <li>Funding to assist with replacing state identification. A replacement state identification is \$20. Anticipated funding for state identification is \$4,000.</li> <li>Funding to assist with housing either application fees for an apartment, or deposit for transitional living such as Oxford Housing, or beds at treatment facilities, or for deposits on independent living. Assisting with the financial barrier of immediate housing allows persons to focus on treatment services without jeopardizing treatment over employment for survival. Anticipated funding for housing assistance is \$5,000.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$20,000</u> Current year cost: \$20,000	

Subsequent year(s) cost:

**Narrative:** No positions to be funded utilizing this award. There are no match requirements.

**Funding Source**      ☒ One-time      ☐ Recurring      ☐ N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? No

**Expense Occurrence**      ☐ One-time      ☒ Recurring      ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) No impacts to budget.

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the court or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with stakeholders.

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?

Municipal Court will utilize the funding to provide necessary basic needs to assist in reducing criminogenic needs and barriers which are a critical element of the City's criminal justice reform efforts.



ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$20,000.
  - A) Of the increased revenue, \$20,000 is provided solely for receipt of award from the Smith-Barbieri Progressive Fund on behalf of Municipal Court.
- 2) Increase appropriation by \$20,000.
  - A) Of the increased appropriation, \$3,000 is provided solely for operating supplies.
  - B) Of the increased appropriation, \$3,000 is provided solely for clothing.
  - C) Of the increased appropriation, \$14,000 is provided solely for miscellaneous services.

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 take receipt of the Smith-Barbieri Progressive Fund award and execute the award as intended, 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 by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date