

Urban Experience Committee
Agenda for 1:15 p.m. Monday, January 9, 2023

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on January 9, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2498 909 7516; 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 Urban Experience Committee meeting is regularly held every 2nd Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA ATTACHED

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

Agenda - 9 January 2023

1 Call to Order

2 Approval of Minutes

Approval of December 12, 2022, meeting minutes.

Discussion Items

3 Boards & Commissions Interviews

10 min

Blake Waltman - CHHS Board (virtual)

Mac McCandless - Historic Landmarks Commission (in person)

4 Expo+50 Infrastructure Projects

10 min

Feist, Marlene, Jones, Garrett

Sponsor: CM Kinnear.

Discussion on the funding to complete 4 City projects for the 2024 Expo+50 celebration.

5 Resolution to appoint David Moss as HR Director

5 min

Piccolo, Mike

Sponsors: CP Beggs/CM Stratton.

Appointment of David Moss as the Human Resources Director.

6 Surge shelter beds and services, previously known as 'Gap' funding

5 min

Cerecedes, Jennifer

Sponsors: CM Stratton/CM Zappone.

The item is to request councils approval to allocate \$3.35 MM of Criminal Justice Funds designated for homelessness to existing providers in order to maintain shelter beds and services originally funded by Covid dollars.

7 **TSA TRAC Shelter Contract**
10 min
Cerecedes, Jennifer
Council Sponsors: CP Beggs/CM Stratton
Contract with the Salvation Army to run the Trent Resource and Assistance Center.

8 **December & Year-End Permit Report**
15 min
MacDonald, Steven
Council Sponsor: CM Stratton
December 2022 and Year-End 2022 Permit Report to City Council.

9 **Mobile Security Camera SBO**
5 min
Zappone, Zack
Council Sponsor: Zappone

10 **SB5755 Ordinance and Accompanying Resolution**
5 min
Gunn, Jeff
Council Sponsors: Kinnear and Zappone

11 **Howard St. SBO**
5 min
Zappone, Zack
Council Sponsor: Zappone

Consent Items:

12 **Settlement Resolution**
Sponsors: CP Beggs/CM Kinnear.
Settlement Resolution approving settlement of claim of Cameron-Reilly, LLC.

13 **East Sprague BID Administration and Operations Agreement Extension**
Beck, Amanda

Sponsors: CM Kinnear/CM Wilkerson.
Extension and amendment to the existing East Sprague BID contract.

14 Beacon Hill Interlocal Agreement Amendment with Spokane County

Stripes, Teri

Sponsors: CM Cathcart/CM Bingle
The County is seeking the City's agreement on an amendment to the County revitalization increment area (a tax increment financing economic development tool) and interlocal agreement for the Beacon Hill project.

15 ITSD - Microsoft O365 Enterprise Agreement (EA)

Sloon, Michael

Sponsor: CM Cathcart
Request to increase compensation section of OPR 2020-0888, the increase in cost is due to adding multi-factor security licensing, additional Microsoft licenses and increase in sales tax. An amendment of \$172,334.85 is needed to pay the final payment on the EA Agreement.

16 SWD-Insulation Services Contract Renewal

Paine, David

Council Sponsor: CM Kinnear.
Contract renewal for removal and replacement of insulation and cladding at the WTE.

17 SWD-Electrical Support Contract Amendment

Paine, David

Council Sponsor: CM Kinnear.
Contract amendment for high voltage electrical maintenance services at the WTE.

18 SWD-Caustic Soda Value Blanket

Paine, David

Council Sponsor: CM Kinnear.
Value blanket award for the purchase of caustic soda for the WTE.

19 2022 Residential Grind & Overlay Contract

Buller, Dan

Council Sponsor: CM Kinnear
Contract approval with Inland Asphalt for residential grind & overlay.

20 Street Dept. Infused Road Salt

Harris, Clint E.

Council Sponsor: CM Kinnear.
Street Dept. Magnesium Infused Road Salt Purchase Consent

21 Smith-Barbieri Progressive Fund Grant SBO

Sponsors: CP Beggs/CM Zappone
\$5k award for Veterans Court and \$8k award for Community Court. See attached briefing paper for more details.

22 Washington Traffic Safety Commission Award SBO

Council Sponsors: CP Beggs/CM Wilkerson
WTSC award of \$50,000 for DUI Court.

23 Administrative Office of the Courts – DVITC Grant SBO

Delaney, Howard

Council Sponsors: CP Beggs/CM Wilkerson
\$714,808 in grant award for Therapeutic Court and Community Justice Counselors. See attached briefing paper for more details.

24 Executive Session

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

25 Adjournment

26 Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on February 13, 2023.

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1 - Call to Order

2 - Approval of Minutes

Approval of December 12, 2022, meeting minutes.

| For Decision

Attachments

[Urban Experience Committee Minutes 12-12-22.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee
December 12, 2022

Call to Order: 1:19 pm.

Recording of the meeting may be viewed here: <https://my.spokanecity.org/citycable5/live/>

Attendance

Committee Members Present: CM Stratton (Chair), CM Zappone (Vice Chair), CP Beggs (virtual), CM Kinnear, CM Cathcart, CM Wilkerson, CM Bingle.

Staff/Others Present: Steve MacDonald, Stephanie Bishop, Mike Piccolo, Megan Duvall, Colin Quinn-Hurst, Tyler Kimbrell, Tirrell Black, Kim McCollim, Jenn Cerecedes, Spencer Gardner, Garrett Jones, Collin Tracy, Jacqui MacConnell, Tami Palmquist, Andrew Rowles, Johnnie Perkins, David Steele, Jason Nechanicky, Hannahlee Allers, Mark Carlos, Jeff Gunn, Kelly Thomas, Giacobbe Byrd, Nicolette Ocheltree, Lynden Smithson.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the November 14, 2022 meeting. The motion was seconded by CM Zappone. The minutes were approved by a vote of 7-0.

Agenda Items

Discussion items

1. Development Services Center YTD Stats – Steve MacDonald (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
2. Overview of Proposed Bicycle Parking Code Update – Tyler Kimbrell (5 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
3. Archbright Human Resources Consulting Contract – Mike Piccolo (5 minutes)
 - Action taken:
Presentation and discussion only, no action taken.
4. Request for Information Process for the Former East Side Library – Betsy Wilkerson (5 minutes)
 - Action taken:

CMs Wilkerson and Kinnear agreed to sponsor this item to move forward for formal Council consideration.

5. Office of Homeless Youth Fund Disbursement to VOA – Jenn Cerecedes (5 Minutes)

➤ Action taken:

Presentation and discussion only, no action taken.

6. Discussion of Camp Hope Resolution – Council President Beggs (10 Minutes)

➤ Action taken:

Presentation and discussion only, no action taken.

7. Surplus Property Sale of 2912 E. Wabash (moved from Consent items by CP Beggs) – David Steele (5 Minutes)

➤ Action taken:

Presentation and discussion only, no action taken.

Consent items

1. Surplus Property Sale of 2912 E. Wabash (moved to Discussion) – see above (Asset Management)
2. Two Multi-Family Tax Exemption Conditional Agreements (Development Services Center)
3. CMTV & C.A.B.L.E. Annual Reports (City Cable5)
4. 2023 Boards & Commissions Appointment Resolution (City Council)
5. WSCJTC 2023-24 Interagency Agreement (Spokane Police Department)

Executive Session

None.

Adjournment

The meeting adjourned at 2:17 p.m.

Prepared by:

Kelly Thomas

Approved by:

Councilmember Karen Stratton
Urban Experience Committee Chair

3 - Boards & Commissions Interviews

Blake Waltman - CHHS Board (virtual)

Mac McCandless - Historic Landmarks Commission (in person)

| For Discussion

4 - Expo+50 Infrastructure Projects

*Feist, Marlene, Jones,
Garrett*

Sponsor: CM Kinnear.

Discussion on the funding to complete 4 City projects for the 2024 Expo+50 celebration.

| For Discussion

Attachments

[Expo+ 50 Projects UE Briefing 010923.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works & Parks
Contact Name	Marlene Feist & Garrett Jones
Contact Email & Phone	mfeist@spokanecity.org (509) 625-6505; gjones@spokaneparks.org (509) 363-5462
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Expo+50 Infrastructure Projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2024, the City and a variety of community partners will come together to celebrate the 50th anniversary of Expo 74. Expo 74 revitalized Spokane's Urban Core, removed infrastructure and pollutants that were negatively impacting the Spokane River, and left the world-class Riverfront Park for the citizens and visitors of Spokane.</p> <p>One of the goals of the celebration, dubbed "Expo+50," is to add permanent amenities and activities, along with one-time events, that will further activate the river experience and the urban core by summer 2024.</p> <p>Parks and Public Works are working together to deliver four key infrastructure projects for the 2024 celebration. These projects will add connectivity, particularly for pedestrians and cyclists, while showcasing the Spokane River, the City's environmental stewardship, and the improved Riverfront. They include:</p> <ol style="list-style-type: none"> 1. Renovation of the South Suspension Bridge in Riverfront Park. 2. Completion of a trail section from the CSO 26 tank to the Spokane Club, finishing the Great Gorge Loop Trail. 3. Rehabilitation of the Riverfront Park parking lot along Post Street to the south of the Post Street Bridge, including an improved connection from south of the bridge to the Centennial Trail. 4. Addition of a Zipline from the CSO 26 plaza on Spokane Falls Boulevard to Redband Park in Peaceful Valley <i>(to be done by a private vendor with no City funds)</i>. <p>Completing this work timely will require moving money already programmed for the trail section from 2024 to 2023 as well authorizing as an additional approximately \$2 million in local funds for the work. Parks and Public Works is proposing the use of REET 2 funds for the additional amount. This funding will complement \$600,000 from the Riverfront Park bond and a \$1.4 million RCO grant.</p>
Proposed Council Action	
Fiscal Impact Total Cost: <u>About \$2 million in additional funding; plus moving of funds into 2023 from 2024.</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	

Specify funding source: REET

Expense Occurrence ☒ One-time ☐ Recurring

Other budget impacts: (revenue generating, match requirements, etc.) The projects also will use \$600,000 from the Riverfront Park renovation bond and a \$1.4 million RCO grant.

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?
Public Works and Parks services and projects are designed to serve residents, visitors, and businesses. All proposed projects are geographically located within the 'Highest Priority Social and Environmental Equity Zone' established within the 2022 Parks & Natural Lands Master Plan, and are located within Spokane County Census Tract 35, the lowest income census tract within the City of Spokane, (median household income of only 20.3% of state median). Recognizing these improvements provide service to the entire Spokane region, we strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for customers & residents. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works and Parks and provides an improvement for public outdoor recreation which will be free of charge for users.

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 work is designed to provide service delivery in support of all citizens and taxpayers. Amenities and infrastructure will be free to use by all.

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

Public Works and Parks follow the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The project will include the installation of an 'eco-counter' trail use counter which will be able to collect and report the effect of these improvements on trail usage in the project location.

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

This work is consistent with our CIP, bicycle and pedestrian plans, and the Parks & Natural Lands Master Plan.

5 - Resolution to appoint David Moss as HR Director

Piccolo, Mike

Sponsors: CP Beggs/CM Stratton.
Appointment of David Moss as the Human Resources Director.

| For Discussion

Attachments

[Urban Experience Briefing Paper - Human Resources Director - David Moss.docx](#)

[Reso Appointing David Moss as the Human Resources Director.docx](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Human Resources
Contact Name & Phone	Michael J. Piccolo, Interim Human Resources Director
Contact Email	mpiccolo@spokanecity.org X-6237
Council Sponsor(s)	Council President Beggs Council Member Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Human Resources Director
Summary (Background)	<ul style="list-style-type: none"> <u>Appointment of David Moss as the Human Resources Director.</u> <p>David Moss was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to the Human Resources Director.</p>
Proposed Council Action & Date:	Confirm the Appointment of David Moss as the Human Resources Director.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION 2023 - _____

A resolution approving the appointment of David Moss as the Human Resources Director for the City of Spokane.

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

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

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed David Moss as the Human Resources Director 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 David Moss as the Human Resources Director for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

6 - Surge shelter beds and services, previously known as 'Gap' funding

Cerecedes, Jennifer

Sponsors: CM Stratton/CM Zappone.

The item is to request councils approval to allocate \$3.35 MM of Criminal Justice Funds designated for homelessness to existing providers in order to maintain shelter beds and services originally funded by Covid dollars.

| For Discussion

Attachments

[Surge Shelter Beds Jan 9 2023 Briefing Paper.docx](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	CHHS																																																																																										
Contact Name & Phone	Jenn Cerecedes																																																																																										
Contact Email	jcerecedes@spokanecity.org																																																																																										
Council Sponsor(s)	Stratton and Zappone																																																																																										
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes																																																																																										
Agenda Item Name	Surge Shelter Beds and Services (Formerly known as 'Gap' funding)																																																																																										
Summary (Background)	<p>Applications in this NOFA totaled \$4.4MM with a total of \$3.35MM available (the original NOFA was for 2MM). The RFP committee discussed a variety of strategies and rational to guide the funding recommendation and made a motion to recommend funding all 7 applicants at approximately 76% of their requested amounts. Included below is a snip of the applicant comparison Chart which shows the 2022 annualized amount (please see the note below the chart regarding the annualized amount), the total ask for 2023, and the highlighted recommended funding levels.</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>Applicant</th><th>Annualized 2022 Amount</th><th>Total Ask 2023</th><th>Number of Beds</th><th>Total Number Served</th><th>Cost per guest</th><th>Staff to Guest Ratio</th><th>Match Funds</th><th>Percent of Match</th><th>Funded at 76%</th></tr> </thead> <tbody> <tr> <td>Catholic Charities</td><td>560,819.00</td><td>560,819.26</td><td>35</td><td>212</td><td>\$2,645.37</td><td>1:27 (day) 1:33 (Swing) 1:45 (Graveyard)</td><td>Yes</td><td>79%</td><td>426,222.64</td></tr> <tr> <td>Family Promise</td><td>500,526.00</td><td>523,060.00</td><td>43</td><td>252</td><td>\$2,075.63</td><td></td><td>1:20 Yes</td><td>40%</td><td>397,525.60</td></tr> <tr> <td>Truth Ministries</td><td>625,218.00</td><td>625,218.00</td><td>40</td><td>600</td><td>\$1,042.03</td><td></td><td>1:08 Yes</td><td>26%</td><td>475,165.68</td></tr> <tr> <td>VOA Hope House</td><td>779,668.00</td><td>1,500,000.00</td><td>80</td><td>550</td><td>\$2,727.00</td><td></td><td>1:05 No</td><td>0%</td><td>1,140,000.00</td></tr> <tr> <td>VOA Young Adult Shelter</td><td>98,000.00</td><td>750,000.00</td><td>44</td><td>225</td><td>\$3,333.33</td><td></td><td>1:10 No</td><td>0%</td><td>570,000.00</td></tr> <tr> <td>YwCA</td><td>200,000.00</td><td>222,783.00</td><td>57 Households</td><td>285 Hotel nights</td><td>\$1,994-\$2,621</td><td></td><td>1:57 Yes</td><td>43%</td><td>169,313.08</td></tr> <tr> <td>Transitions</td><td>139,280.00</td><td>226,325.00</td><td>0</td><td>950</td><td>\$238.24</td><td></td><td>1:05 Yes</td><td>61%</td><td>172,007.00</td></tr> <tr> <td>Total</td><td>2,903,511.00</td><td>4,408,205.26</td><td></td><td></td><td></td><td></td><td></td><td></td><td>3,350,236.00</td></tr> </tbody> </table> <p style="font-size: 0.7em; margin-top: 5px;">All numbers in column B are annualized amounts based on the total award divided by the length of the contract. The exception is VOA- in the first half of 2022 VOA was funded for both YAS and HH, in the second half of the year they opted to take all the funds for Hope House. So the YAS amount is what they expended in the first half of the year. Hope House is a combination of an annualized amount for first 6 months of the year, and actual award in the second half of the year. Additionally we actually gave hope house additional funds which they were unable to spend due to the time it took to get a contract completed, they would have had an additional \$395,021.</p>	Applicant	Annualized 2022 Amount	Total Ask 2023	Number of Beds	Total Number Served	Cost per guest	Staff to Guest Ratio	Match Funds	Percent of Match	Funded at 76%	Catholic Charities	560,819.00	560,819.26	35	212	\$2,645.37	1:27 (day) 1:33 (Swing) 1:45 (Graveyard)	Yes	79%	426,222.64	Family Promise	500,526.00	523,060.00	43	252	\$2,075.63		1:20 Yes	40%	397,525.60	Truth Ministries	625,218.00	625,218.00	40	600	\$1,042.03		1:08 Yes	26%	475,165.68	VOA Hope House	779,668.00	1,500,000.00	80	550	\$2,727.00		1:05 No	0%	1,140,000.00	VOA Young Adult Shelter	98,000.00	750,000.00	44	225	\$3,333.33		1:10 No	0%	570,000.00	YwCA	200,000.00	222,783.00	57 Households	285 Hotel nights	\$1,994-\$2,621		1:57 Yes	43%	169,313.08	Transitions	139,280.00	226,325.00	0	950	\$238.24		1:05 Yes	61%	172,007.00	Total	2,903,511.00	4,408,205.26							3,350,236.00
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VOA Young Adult Shelter	98,000.00	750,000.00	44	225	\$3,333.33		1:10 No	0%	570,000.00																																																																																		
YwCA	200,000.00	222,783.00	57 Households	285 Hotel nights	\$1,994-\$2,621		1:57 Yes	43%	169,313.08																																																																																		
Transitions	139,280.00	226,325.00	0	950	\$238.24		1:05 Yes	61%	172,007.00																																																																																		
Total	2,903,511.00	4,408,205.26							3,350,236.00																																																																																		
Proposed Council Action & Date:	January 9 th , 2023																																																																																										
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)																																																																																											
Operations Impacts What impacts would the proposal have on historically excluded communities? These funds will go to help homeless families and individuals access shelter beds and services.																																																																																											

<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>CMIS will be used to collect and analyze data.</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>CMIS will be used to collect and analyze data</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>This proposal aligns with the current 5 year strategy to end homelessness and the consolidated plan.</p>

7 - TSA TRAC Shelter Contract

Cerecedes, Jennifer

Council Sponsors: CP Beggs/CM Stratton
Contract with the Salvation Army to run the Trent Resource and Assistance Center.

| For Discussion

Attachments

[Briefing Paper Template 1.3.2023.docx](#)

[Trent Shelter Salvation Army Operations Agreement v3.docx](#)

[TRAC.Shelter.ATTACHMENT.H.Contract.Amendment.docx](#)

[Salvation.A.TRAC.10.26.2022.Contract.Attachments.docx](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes 509.625.6055
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	Stratton & Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	The Salvation Army TRAC Contract
Summary (Background)	In November of 2022, The Salvation Army took over operations of the TRAC shelter from the Guardians. This contract is for November 1, 2022 through December 31 st 2023. The funds for this are \$4MM in ARPA and \$1,640,586 MM from Criminal Justice. Should other funds become available those will be used prior to ARPA funds.
Proposed Council Action & Date:	January 9 th , 2023
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This will serve households over the age of 18 who are homeless.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used for data collection	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used for data collection	

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

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

**AGREEMENT BETWEEN
CITY OF SPOKANE (“CITY”) AND THE SALVATION ARMY (“GRANTEE”) IN CONJUNCTION
WITH THE TRENT AVENUE SHELTER**

1. Grantee The Salvation Army 30840 Hawthorne Blvd. Rancho Palos Verdes, CA 90275		2. Contract Amount \$ 5,640,586		3. Tax ID# 94-1156347	
				4. DUNS# LEADQQFNL8M8	
5. Grantee's Program Representative Kenneth J. Perine, Major 222 E. Indiana Ave. Spokane, WA 99207 (509) 325-6810			6. City's Program Representative Jenn Cerecedes Community Housing and Human Services 808 W. Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6055		
7. Grantee's Financial Representative Jill Moffatt, Finance Assistant Controller 111 Queen Anne Ave. N Seattle, WA 98109 (206) 281-1266			8. City's Contract Representative Paul Grinder Community Housing and Human Services 808 W. Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6032		
9. Grantor Award #		10. Start Date 11/1/2022		11. End Date 12/31/2023	
12. Federal Funds N/A	CFDA # N/A	Federal Agency N/A			
13. Total Award \$ 5,640,586	14. Federal Award Date N/A		15. Research & Development? N/A		16. Indirect Cost Rate N/A
17. Grantee Selection Process: (check all that apply or qualify) <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input checked="" type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: To interim fund the Trent Resource and Assistance Center (TRAC) shelter operator with The Salvation Army; based on the existing scope. Salvation Army will complete an assessment and set of recommendations for consideration that will lead to and amendment to scope and budget.					
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed 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: Attachment A – Debarment and Suspension, Attachment B – Services to be Performed, Attachment C – Performance Report, Attachment D – Budget, Attachment E – Billing Sheet, Attachment F – Amendment Request Form, Attachment G – HMIS Requirements					

(FACE SHEET)



CITY OF SPOKANE

CONTRACT

Title: Shelter Operations (Trent Resource and Assistance Center - TRAC)

THIS CONTRACT is between the **CITY OF SPOKANE**, a California nonprofit corporation registered to do business in Washington, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275, with local offices at 222 E. Indiana Ave., Spokane, WA 99207, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the CITY desires to engage GRANTEE to perform services as described in this Contract; and

WHEREAS, GRANTEE represents by entering into this Contract that it is a non-profit corporation authorized to do business in Washington and fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the CITY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **SCOPE OF SERVICE.** GRANTEE shall operate a shelter for those experiencing homelessness at property located at 4320 E. Trent Avenue in Spokane, hereinafter referred to as the "Trent Resource and Assistance Center" or "TRAC." More specifically, GRANTEE shall provide the CITY all services and materials set forth in Attachment B - Services to be performed, TRAC Salvation Army Operator Contract, which is incorporated fully into this Contract (the "Work"). GRANTEE will operate the TRAC as housing for those who are experiencing homelessness and will coordinate with an in-house service provider to connect residents of the shelter with essential services to allow them the best chance of success in transitioning to permanent housing within a reasonable time.

Performance measures are attached as Attachment C.

A. Program Operator Responsibilities

Program Operator shall be responsible for the provision of all janitorial services, janitorial supplies, janitorial equipment, graffiti removal / miscellaneous painting, graffiti removal supplies, paint supplies, lamps and lamp replacement, purchasing and replacing ceiling tiles damaged by vandalism, and all grounds maintenance such as garbage and litter pickup, waste abatement, sanitization, snow and ice removal from sidewalks and parking areas, snow removal equipment, and supplies such as deicer, sand, etc.

B. Property Owner Responsibilities

Property owner shall be responsible for all building services and systems such as water, sewer, electrical, lighting fixtures (not lamp replacement) plumbing, HVAC components and equipment, roof and interior walls, and drywall repair. All structural and building envelope components, footings, foundations, walls, door windows, insulation, roof, and exterior siding. All site improvements such as asphalt and concrete repairs, and permanent fencing. All work completed under this section by the Owners shall be at the Owners discretion.

C. Good Neighbor Agreement

The parties agree to abide by the separately executed Good Neighbor Agreement.

2. CONTRACT TERM/PERIOD OF PERFORMANCE The term of this Contract shall commence on Tuesday, November 1, 2022, and shall run through December 31, 2023, unless terminated sooner. Unless directed otherwise by the CITY, GRANTEE shall perform the Work in accordance with any schedules and/or exhibits made a part of this Contract.

3. COMPENSATION. Payment to GRANTEE for the Work described in this Contract shall not exceed five million, six hundred and forty thousand, five hundred and eighty-six and xx/100 Dollars (\$ 5,640,586).

2022 Budget	\$ 1,097,322
2023 Budget	\$ 4,543,264
	<hr/>
	\$ 5,640,586

Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, Attachment D, as well as in accordance with the program performance requirements outlined in the Billing Sheet attached as Attachment E. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

The foregoing shall be maximum compensation for the Work and for all labor, materials, supplies, equipment and incidentals necessary to complete the Work set forth herein, and it shall not be exceeded without the CITY'S prior written authorization in the form of a negotiated and executed amendment of this Contract.

4. PAYMENT PROCEDURES. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Contract shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment D. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Contract do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE**

shall submit reimbursement requests to the CITY'S Contract Representative designated on the FACE SHEET of this Contract either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

A. Reimbursement Requests:

GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

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

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

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

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income generated by activities carried out with program funds made available under this Contract. The GRANTEE may use such income during the Contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Contract period.

D. Travel

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

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. GRANTEE shall comply with all applicable federal, state, and local laws, rules, policies, regulations or ordinances in the performance of its obligations under this Contract, including without limitation program specific regulations as outlined in document Attachments G and H.

In addition, GRANTEE shall perform the Work in a manner that is full consistent with the CITY'S obligations under that certain Office/Warehouse Lease, dated July 12, 2022, between Lawrence B. Stone Properties and the City of Spokane.

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

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

For the CITY:
City Administrator
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

For GRANTEE:
The Salvation Army
222 E. Indiana Ave
Spokane, WA 99207

with copy to
The Salvation Army
Attn: Territorial Secretary for Business
30840 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

Either party may change the designated contact, or any information listed above by giving advance notice in writing to the other party.

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

8. AMENDMENTS. The parties may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing and signed by a duly authorized representative of each party. Such amendments shall not invalidate this Contract, nor relieve or release the CITY or GRANTEE from its obligations under this Contract. **All amendments to this Contract must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Contract as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Contract shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** The initial assessment and transition to operations may require amendments within the first 90 days. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

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

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

10. TERMINATION.

A. Termination for Public Convenience. The CITY, in its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate by the CITY. Termination is effectively immediately upon notice of termination given by the CITY. In the event of such termination, the CITY shall pay GRANTEE for all Work previously authorized and performed prior to the termination date.

B. Termination for Cause. If GRANTEE defaults by failing to perform any of the obligations of the Contract, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to GRANTEE in the U.S. mail, postage prepaid, terminate the Contract, and at the CITY's option, obtain performance of the Work elsewhere.

If the Contract is terminated for cause, GRANTEE shall not be entitled to receive any further payments under the contract until all Work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to GRANTEE. GRANTEE shall bear any extra expenses incurred by the CITY in completing the Work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that GRANTEE was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

C. Opportunity for Cure. The CITY at its sole discretion may in lieu of a termination allow GRANTEE to cure the defect(s), by providing a "Notice to Cure" to GRANTEE setting forth the remedies sought by CITY and the deadline to accomplish the remedies. If GRANTEE fails to remedy to the CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the CITY shall have the right to terminate the Contract without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude the CITY from also pursuing all available remedies against GRANTEE and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

11. INDEMNIFICATION. GRANTEE 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 out of or in connection with or incident to negligent performance or willful misconduct pursuant to this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require GRANTEE 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 GRANTEE'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 GRANTEE, its agents or employees. GRANTEE specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by GRANTEE's own employees against the CITY and, solely for the purpose of this indemnification and defense, GRANTEE specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. GRANTEE is an independent contractor and responsible for the safety of its employees. GRANTEE 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 Contract.

12. INSURANCE. During the term of the Contract, 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 and with a limit of no less than the amount and in the form required by law, 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 million each occurrence and \$2 million general aggregate 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 GRANTEE's services to be provided under this Contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with GRANTEE'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 GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this Contract, GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed Contract. **The certificate shall specify the CITY of Spokane as "Additional Insured"** specifically GRANTEE's services under this Contract, 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. GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. TREATMENT OF ASSETS.

- A. Title to all nonexpendable personal property and buildings purchased by GRANTEE, the cost of which GRANTEE has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in the CITY at the conclusion of this Contract.
- B. Nonexpendable personal property purchased by GRANTEE under the terms of this Contract in which title will be vested in the CITY at the end of the Contract shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the CITY or its authorized representative, and such property shall, unless otherwise provided herein or approved by the CITY or its authorized representative, be used only for the performance of this Contract.
- C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the CITY, GRANTEE agrees, upon the CITY's request, to execute such security agreements and other documents as shall be necessary for the CITY to perfect its interest in such property in accordance with the Uniform Commercial Code – Secured Transactions as codified in Article 9 of Title 62A, the Revised Code of Washington.
- D. GRANTEE shall be responsible for any loss or damage to the property of the CITY including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of GRANTEE, or which results from the failure on the part of GRANTEE to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the CITY in like condition to that which it was furnished or purchased, fair wear and tear excepted.
- E. Upon the happening of loss or destruction of, or damage to, any CITY property, GRANTEE shall notify the CITY or its authorized representative and shall take all reasonable steps to protect that property from further damage.
- F. GRANTEE shall surrender to the CITY all property of the CITY within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

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

B. WORKERS' COMPENSATION.

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

C. CITY RECOGNITION.

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

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

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

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

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

GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GRANTEE will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. 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. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. GRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of GRANTEE's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- F. GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and GRANTEE may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. GRANTEE will include the portion of the sentence immediately preceding paragraph (A) and 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 the Executive Order 11246 of September 24, 1965, so that such provisions will be finding upon each subcontractor or vendor. GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Ownership of Records and Documents

Any and all work product prepared by GRANTEE in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this Contract, GRANTEE hereby further assigns

all copyright interests in such work product to the CITY. A copy may be retained by GRANTEE. Previously owned intellectual property of GRANTEE, and any know-how, methodologies or processes used by GRANTEE to provide the Work under this Contract shall remain property of GRANTEE.

2) Records to be Maintained

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

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

3) Retention

GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

4) Client Data

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

5) Disclosure

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

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- i. GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Contract whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

6) Close-outs

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

7) Audits & Inspections

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

GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Contract shall be made available to the CITY, or other authorized officials, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

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

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

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

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

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

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE'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 prepared, owned, used, or retained by the CITY public records which are freely available upon request by anyone. In the event that CITY receives a valid public records request GRANTEE's materials or information, CITY will give GRANTEE notice and if GRANTEE objects to the release of such materials or information, GRANTEE must go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE 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. GOVERNING LAW / VENUE. This Contract shall be deemed to have been executed and delivered within the State of Washington, and all rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of

Washington without regard to the principles of conflicts of laws. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS. The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

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

25. CONTRACT WORK HOURS AND SAFETY STANDARDS.

- A. Overtime requirements: No contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- B. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, GRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, GRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by GRANTEE or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. GRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

26. CLEAN AIR ACT.

- A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

27. FEDERAL WATER POLLUTION CONTROL ACT.

- A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

28. ASSURANCES. GRANTEE affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Trent Avenue Shelter for the purpose stated in this Contract in a manner that will ensure the stability, safety, and health of residents of the shelter and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the CITY for reimbursement. GRANTEE further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Spokane.

29. NON-APPROPRIATION OF FUNDS. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the CITY will not be obligated to continue the Contract after the end of the current fiscal period, and this Contract will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

30. COOPERATION WITH SERVICE PROVIDER. GRANTEE acknowledges that the CITY has contracted with Revive Counseling Spokane, PLLC (Revive) to provide certain services to guests at the Trent Avenue Shelter. GRANTEE shall develop, maintain and enhance a good working relationship with Revive and shall participate in collaborative approach in solving any

problems/conflicts that arise between GRANTEE and Revive in the performance of their respective obligations with respect to operation of the shelter and provider services to its guests. In the event of conflict between GRANTEE and Revive, the CITY will resolve the dispute and the CITY's resolution will be final.

31. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the CITY and the GRANTEE for the Work and the use of funds received under this Contract, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Contract.

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 by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Contract provisions as listed above.

THE SALVATION ARMY

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:

Attachment A – Debarment and Suspension
Attachment B – Services to be Performed
Attachment C – Performance Report
Attachment D – Budget
Attachment E – Billing Sheet
Attachment F – Amendment Request Form
Attachment G – HMIS Requirements

ATTACHMENT H

Minor Contract Amendment for Shelter Operations Contract for Trent Resource and Assistance Center, OPR 2022-0784

Based on the emergency circumstances attendant to adoption of the Shelter Operations Contract, OPR 2022-0784, acknowledged by Spokane City Council in Resolutions 2022-0096 and 2022-0099, which circumstances provided no opportunity for the parties to engage in contract conventional review and negotiation of contract terms, the parties now agree to a minor contract amendment attaching this new ATTACHMENT exhibit to the existing contract for the purpose of formally documenting the following contract relationship principals:

- The CITY has requested that GRANTEE begin performing certain services on an emergency basis while contract negotiations are pending.
- The GRANTEE has acquiesced in good faith and has been performing certain services described in this Contract since November 1, 2022, to ensure ongoing operations of the shelter and minimize impacts to the guest population and community.
- The initial assessment and transition to operations will require amendments at the conclusion of the first 90 days and again at 6 months. The focus of the initial transition is to ensure continuation of critical services and allow the new operator time to assess and make recommendations on service changes and costs which will be separately amended. It is understood that there may be service gap discovery, health and safety concerns related to WAC, extenuating circumstances, and administrative costs that may be identified.
- Any changes to scope would be negotiated and approved by both parties as part of an amendment or as a new contract.
- Property Owner (or Manager for leased property) shall give Program Operator reasonable notice, and, except in the case of bona fide emergency, no less than twenty-four (24) hours' notice of any such services, maintenance or repair activities that might interfere with Program Operator's provision of services under this Agreement.
- Eligible expenses incurred by GRANTEE in good faith reliance upon these negotiations in anticipation of the November 1 commencement as well as any services that began prior to such date shall be reimbursed according to the terms of this Agreement.

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

Attachment B - Services to be performed

TRAC Operator Contract

SERVICES IN SCOPE:

GRANTEE is responsible for staffing and operating a 24/7/365 night-by-night low barrier emergency shelter and environmental emergency shelter at 4320 E. Trent Avenue, Spokane, Washington. GRANTEE will, in cooperation with GUARDIANS FOUNDATION (hereinafter "GRANTEE"), administer the Trent Street Shelter Program (hereafter "Trent Program") in accordance with GRANTEE's response to the CITY's Request for Proposal, Notice of Funding Availability, Regional Flex Capacity Shelter, the CITY's guidelines for homeless and environmental shelter housing, applicable Federal and State statutes and grant requirements, the Housing Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care (Coe) 5-Year Performance Management Plan. These requirements are to be consistent with standards and best practices that may be updated from these above sources.

1. PROGRAM SCOPE OF SERVICES

GRANTEE shall manage, staff, and operate the Trent Program to maintain capacity to meet basic needs and take a secondary role in coordinating supportive services to single adults and households without minor children that are experiencing homelessness, and as required provide temporary housing and day-use space in the event of an environmental emergency in the region such as extreme heat or cold, smoke, air quality, or other environmental emergencies.

For clarity, the program service expectations are grouped by category below and are represented in "EXHIBIT B - Budget" unless specified below.

b. Operations

- 1) Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to one hundred and fifty to two hundred and fifty (150-250) adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.
- 2) Hours of intake are to be 24 hours a day. GRANTEE is to be able to take an adult in at any time to provide needed shelter and basic human needs. To better manage the population, it is expected that guests remain in the shelter after dusk until dawn, and guests that demand to leave during that window would be barred from re-entry. Guests that demand to leave during hours of darkness will also be provided transport as defined below. Guests that have a legitimate and compelling need, such as night-time employment, or a documented/confirmed medical emergency can be exempted from this re-entry rule at GRANTEE's discretion. The intent of this provision is to reduce or eliminate unauthorized egress during hours of darkness as there are no local stores or services available, and all the guest needs can be met onsite.

Attachment B - Services to be performed

TRAC Operator Contract

- 3) Additional adults may be served if needed for an emergency activation due to a community or environmental circumstance, and within the social distancing requirements if required for public health reasons.
- 4) Daytime shelter and day use space shall be provided seven days a week including access to bathroom, shower, laundry, electrical charging, supportive services, and meals three times per day with one meal being "continental" or "non-hot" prepared. These services are provided for overnight shelter guests only and not for drop-in day services. If the City requests additional drop-in meals that would be at additional cost subject to reimbursement.
- 5) GRANTEE shall ensure there is adequate separate day space internally and in the fenced outside area and loading dock area to allow for use without a guest having to leave the property. The outside space should incorporate a smoking area that allows adequate separation to prevent second-hand inhalation from other exterior spaces, and a pet-relief area that is maintained to prevent odor or other public health concerns.
- 6) Scope of services includes providing of chemical toilets scaled to the population, services to same and the CITY owned and provided shower trailer, and provision for ADA accessibility to these facilities.
- 7) Daytime services shall include outreach, referrals, HMIS input related to shelter use, temporary storage for personal belongings, and a coordinated entry access point for regional supportive services, employment and housing.
- 8) All services provided shall follow COVID-19 or other pandemic protocols as determined by the Centers for Disease Control (CDC) and the Spokane Regional Health District (SRHD).
- 9) GRANTEE shall provide high-speed internet capability for GRANTEE, Service Provider, and any supporting agency use as part of the operating budget. The CITY shall provide four workstations for guest use related to supportive services, employment, and housing location and readiness related use. At GRANTEE's own discretion, with outside partnership, Wi-Fi capability to the guests can be provided if it does not limit or reduce the effectiveness of the above requirement, and GRANTEE must have the capability to separate that guest Wi-Fi capability from GRANTEE internal use.
- 10) GRANTEE shall provide a land-line telephone capability that can support at least two concurrent callers and be able to provide fire alarm connection capabilities as required.
- 11) Rules of conduct shall be posted and used to help manage the site. GRANTEE will provide those rules to the CITY for review and approval and shall update

Attachment B - Services to be performed

TRAC Operator Contract

based on lessons learned and feedback from the CITY, community members, or other governing agencies. At a minimum, these rules shall include not allowing weapons onsite, confiscation of illegal weapons and drugs and turning into the Spokane Police Department (SPD), and not allowing onsite drug or alcohol use or storage.

- 12) Management of guests - GRANTEE shall provide and update a site plan and set of Standard Operating Procedures (SOPs) for review and reasonable input. This shall detail how different adult populations are to be managed, provided resources and access to services, issues and conflicts managed, and connection to supportive services will be assisted.
 - 13) GRANTEE shall provide healthy and nutritionally balanced meal choices and meet any needed and documented dietary requirements of shelter guests. GRANTEE is encouraged to provide healthy snack and beverage options. The "continental" meal should likewise conform to this requirement.
 - 14) Personal visits to shelter guests will be managed, with visitors having to check in with GRANTEE and are subject to the shelter rules of conduct.
- b. Supportive services coordination. The GRANTEE for operations is not the primary entity for supportive services. The GRANTEE is expected to proactively assist the selected SERVICE PROVIDER to coordinate and schedule with service providers to positively impact the progression and housing readiness of the shelter population. As specific service providers are engaged by the CITY in support of these services at Trent, the GRANTEE shall assist in coordination, office space allocation, and scheduling for onsite service delivery. Specific areas for the GRANTEE are noted below.
- 1) GRANTEE primary services
 - i. Limited grocery store capability - Separate from the required normal healthy meal service.
 - ii. After normal service hours or emergency interventions - As required to assist with getting an individual the immediate assistance needed during a health or other crisis when onsite service providers are not available.
 - 2) Separate SERVICE PROVIDER primary activities - GRANTEE would be secondary or emergency basis.
 - i. Health Care
 - ii. Mental Health
 - iii. Substance Abuse
 - iv. Housing Search

Attachment B - Services to be performed

TRAC Operator Contract

- v. Family Reunification
 - vi. Employment Support and Training
 - vii. Case Management (SNAP is the current CITY contracted agency for single adults, with United Way operating in support.)
- c. Security and impact mitigation
- 1) Housing large numbers at any site causes operational needs and impacts that must be managed. GRANTEE is expected to proactively manage both internal and immediate vicinity areas for garbage, unsafe conditions, or other negative impacts as required. Graffiti or other larger mitigation needs are to be reported to the CITY upon identification for assistance in mitigation efforts.
 - 2) GRANTEE shall provide internal security to the site and immediate vicinity during hours of operation. This shall include ensuring to the degree possible that external actors are not preying on the population at the shelter.
 - 3) GRANTEE shall provide ambassador-type security modelled in part after the Downtown Spokane program that operate external to the facility primarily within a two-block nexus of the Trent site, but on call shall respond to neighborhood, community, or business concerns or issues as appropriate. The intent of this is to have responsive, listening service to the local community to reduce negative impacts or criminal behavior. One function of both the ambassador and other security resources is to identify and engage any illegal camping, solicitation, or related behaviors to encourage movement to the shelter, enrollment in supportive services, or connection to street outreach and service providers immediately for assistance.
 - 4) GRANTEE to provide private security as an adjunct to the ambassador capability during times of darkness or other limited visibility, as required based on any civil or site unrest, or in response to issues reported. Initial coverage is expected to be budgeted at 12 hours per day and updated based on experience and response seen with a security review with SPD conducted each 90 days.
 - 5) GRANTEE, as part of the supportive services capability to be coordinated at the Trent site, shall ensure there is a semi-private (but does not have to be dedicated) work area with at least two worktables for occasional drop-in use for SPD Police Officers similar to what they do at COP Shops. Designation of the allocated space is to be done separately.
 - 6) The CITY and GRANTEE agree to coordinate with SPD for a Crime Prevention Through Environmental Design (CPTED) effort for the Trent site and surrounding businesses to assist in helping mitigate internal or external security concerns.

Attachment B - Services to be performed

TRAC Operator Contract

- 7) GRANTEE will actively and cyclically coordinate with SPD and the local Neighborhood Resource Officer on security and impacts.
 - 8) Ingress and egress management shall be actively performed, to promote safety for guests and the neighborhood and minimize the increase of unnecessary foot traffic in the area after darkness or after business hours.
- d. Transportation. It is acknowledged that the Trent Shelter site is not in a retail or walkable area and remote from convenience store, other retail, or services. To mitigate this, an active transportation capability is required. The CITY working with STA and GRANTEE will look at long term options for public transport additions.
- 1) Ingress and egress management shall be actively supported through scheduled and on-demand transportation assets to move those in need to or from the Trent shelter. If a guest exits the facility, they are to have a transportation option versus walking off the property. If a guest leaves during the hours of darkness they must be offered transportation to the city center or a designated medical facility if requested. If transportation is refused, then ambassadors, private security, or SPD are proactively engaged as required to ensure safety to the community and shelter population.
 - 2) GRANTEE shall provide access to bus passes, individual rides to/from the shelter, and rides to/from appointments as part of normal shelter operations.
 - 3) GRANTEE is requested to provide a budget cost for drivers in support of a CITY and STA joint initiative to establish a shuttle route between current shelters, service providers, medical providers, and the STA plaza. This route is to operate a minimum 3x per day, with one loop being timed in cooperation with other shelter check-in times to ensure individuals turned away can be transported to another shelter or the Trent site. This shall be defined in a separate document.
- e. Parking
- 1) Limited guest parking for operational vehicles shall be provided within the fenced loading dock area and be controlled and managed. GRANTEE shall ensure any vehicles are licensed and insured for use to park on City facility property for liability reasons. Otherwise, separate parking arrangements must be made. GRANTEE shall ensure proper environmental protection measures are taken to prevent hazardous spills or damage to the parking area. It is specified that this is for parking only, and guests are prohibited from sleeping in their vehicles. Guests must agree to GRANTEE or SPD right to search the vehicles and that they are not to be used for storage of unauthorized drugs, alcohol, or weapons.

Attachment B - Services to be performed

TRAC Operator Contract

- 2) Non-operational vehicles are prohibited unless an active emergency repair is being done and expected to be resolved within five business days. Non-operational vehicles would otherwise be towed by the CITY at owners' expense. The basic requirement is that no long-term non-operational vehicles can remain on the property.
 - 3) RVs, even if operational, are not allowed to be parked at the Trent facility. The only exception to this is an RV asset owned by GRANTEE that is temporarily being used for showers or isolation space.
 - 4) The outside parking area is for shelter employees and volunteers, service providers, security and police officers, or other authorized visitors. An external individual conducting a personal visit to a guest must check in with GRANTEE and subject to the same parking provisions.
- d. Training
- 1) Minimum training provided to all GRANTEE staff or volunteers before opening or within five days of being hired. Volunteers will be appropriately trained to the specific tasks/areas they are assisting in.
 - i. First aid and CPR
 - ii. Narcan administration
 - iii. Trauma-informed care
 - iv. De-escalation
 - v. Using Fire Extinguishers
 - vi. AED - defibrillator
 - vii. Distribution of OTC medication
 - viii. Diversity, equity, and inclusion
 - ix. Fire drills
 - x. Food handler card
 - xi. Confidentiality
 - 2) Specialty or additional training to provide as required:
 - i. CMIS input, update, and reporting
 - ii. Staff and volunteer Management/Leadership
 - iii. Higher level De-escalation

Attachment B - Services to be performed

TRAC Operator Contract

- iv. Quarterly Trauma Informed Care
 - v. Crisis Intervention
- e. Community Engagement
 - 1) GRANTEE will facilitate at least two Open Houses within the first eight weeks of operation and ensure broad communication and invitation to same throughout the community. GRANTEE shall be prepared to conduct a short brief as needed on shelter operations.
 - 2) Initial and ongoing engagement with the surrounding community and businesses is expected, with a cyclical process to ensure multiple touches throughout the year.
 - 3) Attendance at cyclical neighborhood or local business meetings to the highest degree possible. Mandatory attendance at meeting specifically arranged to discuss the Trent shelter.
 - 4) Provision and publication of a 24-hour call number for a community member or business to call for information or assistance. GRANTEE agrees to a service level response to a serious issue within two hours, and routine issues within 48 hours.
 - 5) Participation in a quarterly public briefing to highlight operations over the past quarter and plans for the next quarter.
- d. Community Management Information System (CMIS) Requirements
 - 1) GRANTEE shall abide by all the CMIS stipulated guidelines, rules, and/or directions specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements during the term of this agreement.
 - 2) If GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act (VAWA) or Victims of Crime Act (VOCA), GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, GRANTEE must provide aggregated data to fulfill contractual performance and validation of data quality within the database. The Homeless Management Program Manager (HMIS) at the CITY is responsible for certifying the database as comparable.
 - 3) GRANTEE shall enter data into the CMIS for every client served under the agreement based on current HUD and CMIS data standards and aforementioned published plans. Client records shall be submitted and updated as required, no less frequently than monthly on or before the 5th day of each month.
- e. Metrics and reporting

Attachment B - Services to be performed

TRAC Operator Contract

- 1) Daily capacity numbers submitted to CITY CHHS.
- 2) For the first four weeks, daily sit reps each business day indicating any key operating information or resource needs to facilitate incremental improvement.
- 3) CMIS input and reporting as separately defined.
- 4) Monthly progression reporting as defined below:
 - i. Unique services by hours, appointments, referrals, or needs to indicate the number for individualized services performed and percentage of those engaged, refusing services, or underserved.
 - ii. Number of guests that progressed to a Transitional Housing Program, including the Way Out Center or other transitional shelters/programs.
 - iii. Number of guests that progressed to a Permanent Supportive Housing (PSH) or other permanent housing program.
 - iv. Number of guests employed, indicating full or part time. This would not include temporary, or day labor performed, which can be noted separately.
 - v. Number of guests in qualifying programs. Examples include, but not be limited to outpatient programs for Behavioral Health, Substance Misuse, Employment and Job Training Programs.
 - vi. Number of guests that have returned to the shelter after earlier progression to transitional or permanent housing. This metric should gather the dates to help identify the cycle time of the individual through the cycle as information to help on future service engagement and case management.
 - vii. GRANTEE shall provide an annual and close-out inventory report to the CITY of any fixed assets with an initial cost exceeding \$5,000 purchased or passed through under this Contract. The report shall contain: the CFDA number of the grant or contract award, description of the property, serial or other identification number, acquisition date, who holds title (if applicable), cost of the property, percentage of any federal participation in the cost, location of asset, use of the asset, condition of the property, and any ultimate disposition or disposal of the asset including disposal date and sale price. The annual report is due within 30 days of the end of the fiscal year (January 30) or 30 days after the end of the term of this Contract, whichever comes first.
 - viii. GRANTEE shall submit data required for the Annual Homeless Assessment Report, State Commerce Annual Report, Housing Inventory Count, the annual Point in Time Count, the System Performance Measures Report, and other reporting requirement identified by the CITY or HMIS Committee of the Coe Board.

Attachment B - Services to be performed

TRAC Operator Contract

e. Procurement

- 1) GRANTEE shall conform to Federal, State, or local procurement policies and procedures for all purchased with Federal funds under this agreement
- 2) Beds and other individual requirements should be initially scaled at the 250 quantity. Surge past 250 can be done using mats, temporary containers, and other ad-hoc capabilities.
- 3) GRANTEE should use just-in-time resource and supply chain capabilities where possible to allow for variable shelter populations and keep costs under control. Where necessary to have shelf stock or advance purchase for key supplies, those should be documented, and the CITY informed to ensure transparency.

Salvation Army

CITY OF SPOKANE

By _____

By _____

Signature

Date

Signature

Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Spokane City Attorney

Attachment C - Performance Report

Quarterly Activity Report

SECC: > I Community, Housing, and Human Services Department <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> 808 W Spokane Falls Blvd., 6th Floor Spokane, WA 99201 </div> </div>		Date rec'd - City use only		
Activity Reporting Period: (check box that applies) <input checked="" type="checkbox"/> July-Sept. 2022 <input type="checkbox"/> Oct.-Dec. 2022 <input type="checkbox"/> Jan.-Mar. 2022 <input type="checkbox"/> Apr.-June 2022				
Instructions - Please review before completing the form.				
All grantees are required to submit Activity Reports on a quarterly basis. The information collected enables the City of Spokane (City) to satisfy record keeping and reporting requirements. The City reserves the right to not process any request for funds for projects that do not have activity reports submitted to the City by the uniform due dates of October 15th, January 15th, April 15th, and July 15th.				
Grantee Information		Report Submission		
Project Name:		Preparer Name:		
Grantee:		Title:		
		Email Address:		
		Phone:		
Total Award (\$):		Certification: I certify to the best of my knowledge and belief that the information in this report is true and correct.		
Objective: Public Services				
Accomplishment Proposed:				
		Signature	Date	
Beneficiary Information				
Race and Ethnicity: Enter the total of NEW (unduplicated) persons served for this quarter into the appropriate race category for the project and enter the total unduplicated persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. Also, enter the total persons (for both the quarter and GTD) that identify as Hispanic/Latino in the appropriate race category. For example, if a person identifies as White (race) and Hispanic/Latino (ethnicity) then that person would be added to the row corresponding to the white category in both columns. The HUD Definitions of Race Categories are provided on the Reference tab. If no new clients were served, please report 0 in the applicable box.				
Race and Ethnicity	Quarter Total#	GTD Total#	Hispanic/Latino Quarter Total#	Hispanic/Latino GTD Total #
1) White				
2) Black/African American				
3) Asian				
4) American Indian/Alaskan Native				
5) Native Hawaiian/Other Pacific Islander				
6) American Indian/Alaskan Native & White				
7) Asian & White				
8) Black/African American & White				
9) Amer. Indian/Alaskan Native & Black/African Amer.				
10) Other Multi-Racial				
TOTAL	0	0	0	0

CONTINUE TO NEXT PAGE

Quarterly Activity Report

Income Levels: Enter the total of **NEW** (unduplicated) persons served for this quarter into the appropriate income category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. The HUD FY 2015 Income Limits are provided on the Reference tab.

Income Levels	Quarter Total#	GTD Total#
1) Extremely Low (< 30%)		
2) Low (> 30% to< 50%)		
3) Moderate (> 50% to< 80%)		
4) Non-Low/Moderate (> 80%)		
TOTAL	0	0

Public Services: Please read the category description and enter the total of **NEW** (unduplicated) persons served for this quarter in the appropriate category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column.

<u>Public Services</u>	Quarter Total#	GTD Total#
1) With New or Continuing Access to a Service or Benefit:		
2) With Improved Access to a Service or Benefit:		
3) Receive a Service or Benefit that is No Longer Substandard:		
TOTAL	0	0

PLEASE NOTE: The TOTAL for the quarter and GTD provided in the above three sections must match!

Accomplishment Narrative

Provide a brief narrative describing the progress of the activities that were undertaken during the reporting period. Please report on quarterly accomplishments and if the outcomes/outputs are based on the number of persons that have received a specific service, the numbers reported must be representative of **NEW** (unduplicated) persons for the reporting quarter. You may want to cite the percentage of the activity that has been completed, provide a timeframe for completing the activity and meeting a national objective, and/or explain why accomplishments have not yet been reported. Please also use this space to address any technical assistance needs. There is a section provided to explain barriers or delays in the implementation of the program.

PROGRESS OF ACTIVITIES:

BARRIERS/DELA VS:

PLEASE ENSURE REPORT IS COMPLETE (BENEFICIARY INFO. & ACCOMPLISHMENT NARRATIVE) BEFORE SUBMISSION

ATTACHMENT D: BUDGET

2022


Category	Amount
Program Operations	\$ 1,147,606.00
Facility Support	\$ 824,128.00
Administration	\$ 48,286.00
HMIS / Data Collection	\$ 18,448.00
Total	\$ 2,038,468.00

2023

Category	Amount
Program Operations	\$ 3,100,602.00
Facility Support	\$ 1,283,230.00
Administration	\$ 107,592.00
HMIS / Data Collection	\$ 51,840.00
Total	\$ 4,543,264.00

Combine Year Totals \$ 6,581,732.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the City's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. Budgeted amounts shall not be shifted between categories or programs without written approval by the City and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

	City of Spokane Grantee Billing Form 2019-2024 Emergency Solutions Grant		City Clerk #		
			Vendor ID #		
			FMS Acct #		
SUBMIT BILLING TO:			Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, 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 veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201					
GRANTEE (Warrant is to be payable to:)					
Salvation Army, Kenneth J. Perine 222 E. Indiana Ave. Spokane, WA 99207					
Grantee Certification					
Project/Program:	TRAC	By:			
Award Number:		(SIGN IN INK)			
National Objective:	N/A	(TITLE)			(DATE)
Eligibility Code:	N/A				
IDIS Activity ID:		(EMAIL ADDRESS)			(TELEPHONE NUMBER)
Grant Term:		Billing date:			
Indirect Cost Rate:		Expense Period:			
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)	
Program Operations	\$ 1,147,606.00	\$ -	\$ -	\$ 1,147,606.00	
Facility Support	\$ 824,128.00	\$ -	\$ -	\$ 824,128.00	
Administration	\$ 48,286.00	\$ -	\$ -	\$ 48,286.00	
HMIS/Data Collection	\$ 18,448.00	\$ -	\$ -	\$ 18,448.00	
GRAND TOTAL	\$ 2,038,468.00	\$ -	\$ -	\$ 2,038,468.00	
Contract Amount (auto populated)		\$ 2,038,468.00	% Expended:	0.00%	
Total Expended to Date (auto populated)		\$ -			
Contract Remaining Balance		\$ 2,038,468.00	% Remaining:	100.00%	
<input type="checkbox"/> ← Check box if final request.		CHHS Approval:			

Attachment F

Out of Cycle Contract Amendment Request

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

Type of Revision Requested ☒ Budget Revision ☐ Performance ☐ Extension ☐ Other

Please Describe your Request _____

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

A	B	C	D	E	F
Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$		\$.
			\$		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
			\$.		\$.
TOTAL	\$.	\$.	\$.	\$.	\$.

***Total for Column C **MUST** be 0.

Attachment G

Federal Requirements

1. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1.) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2.) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1.) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

C. PROCUREMENT.

1.) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

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

D. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1} The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;

Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of - \$25,000 shall be used to meet the program's objectives pursuant to 24 GFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. S ch payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and

- 3} In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

3. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1.) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GMP).

2.) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1. Ownership of Records and Documents.

Any and all work product prepared by GRANTEE in the course of performing this Contract shall immediately become the property of the CITY, including any "Confidential Information" referenced in the subsection addressing "Confidential Information" below. In consideration of the compensation provided for by this Contract, GRANTEE hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by GRANTEE. Previously owned intellectual property of GRANTEE, and any know-how, methodologies or processes used by GRANTEE to provide the Work under this Contract shall remain property of GRANTEE.

2. Records to be Maintained.

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until complete actions and resolution of all issues, or the

expiration of the three-year period, whichever occurs later.

4. Client Data.

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

4. Disclosure

1.) "Confidential Information" as used in this section includes:

- a. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- b. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- c. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2.) The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

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

4.) GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

- 5.) GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

B. Close-outs

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

C. Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, **HUD** or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

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

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

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

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

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

5. PERSONNEL AND PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

1.) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply **with** the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2.) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a

protected class provided that the selection is based on a bona fide occupational qualification.

2) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

3) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1.) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2.) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3.) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4.) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6.) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1.) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2.) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation **or** construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

a. Compliance

3.) "Section 3" Clause

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction

project are given to low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity **exists** that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1.) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2.) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3.) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4.) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to program-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a

financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program-assisted activity, or with respect to the proceeds from the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.

- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5.) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7.) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200U}, such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

4. ENVIRONMENTAL CONDITIONS.

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
Federal Water Pollution Control Act. as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such

notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of **Historic** Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

ATTACHMENT H-ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 - Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, Executive orders, OI\ffi Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans \With Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CPR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RC\(' 90.58),
State Building Code (RC\ \ 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 1927 A),

Comply with all procurement requirements of_ CFR Part 200.317 - 200.327. ,\1sole source contracts expected ro exceed \$50,000 must be submitted to Spokane (City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Con tractor must maintain a Conflict of Interest Policy consistent with 2 CPR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- Por Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 '-\1th .respect to water sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 U C 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146" 148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act **not** apply to projects funded **solely** with ARPA/CSLFRF CNM 2L027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations is used by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7611) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency the Comptroller General of the United States, or any of their duly authorized representative; to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, publications regarding certain telecommunications and video services or equipment are mandated by section 889 of the John McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115,232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a)- 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000 (2 CFR 200.501(d));
- federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OLVFF Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OIYIB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

EXHIBIT I - CMIS

Community Management Information System ("CMIS") also familiarly referred to as the Homeless Management Information System (HMIS).

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

GRANTEE will report daily no later than 9:00 am to the City what the shelter utilization from the night before was. For example, if the shelter has a capacity of 70 beds (including a combination of beds and floor mats) for sleeping, and 56 of those spaces were used overnight, GRANTEE will report this 56 bed utilization to the City by 9:00 am the next morning. There are NO exceptions to this utilization reporting requirement. The City will use this data in CMIS (also commonly referred to as HMIS), and any other data tool the City presently utilizes or maintains, or chooses to develop from time to time. This data will be available for the City to use for any and all purposes and additionally will be available for the public.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as 'comparable'.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the

housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.



The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index - Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMTS@spokanecity.org.

Other Reporting Requirements

GRANTEE shall submit data required for the Longitudinal Systems Analysis report, Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in- Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board.

Nightly Reporting

The GRANTEE shall submit utilization numbers nightly to CITY via email to chhsreports@spokanecity.org, spdradiosupervisors@spokanepolice.org, and sfdfirecomm@spokanecity.org.

Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within thirty (30) days of the end of the term of this Agreement.

Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-inTime Count, the System Performance Measures Report, and other reporting obligations as identified by the City or the CMIS Committee of the CoC Board.

Data Collection Requirements

3.01-3.917	Universal Data Elements (All)	X
4.02	Income and Sources	X
4.03	Non-Cash Benefits	X
4.04	Health Insurance	X
4.05	Physical Disability	X
4.06	Developmental Disability	X
4.07	Chronic Health Condition	X
4.08	HIV/AIDS	X
4.09	Mental Health Problem	X
4.10	Substance Abuse	X
4.11	Domestic Violence	X
4.12	Current Living Situation	X
4.13	Date of Engagement	X
4.14	Bed-Night Date	X
4.19	Coordinated Entry Assessment	x
4.20	Coordinated Entry Event	x

8 - December & Year-End Permit Report

MacDonald, Steven

Council Sponsor: CM Stratton
December 2022 and Year-End 2022 Permit Report to City Council.

| For Discussion

Attachments

[Briefing Paper UE 230109.docx](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Community & Economic Development Division
Contact Name & Phone	Steve MacDonald – x6835
Contact Email	smacdonald@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	
Summary (Background)	<p>Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)</p> <ul style="list-style-type: none"> - Total Building Permits Issued - Total Residential Units Issued <ul style="list-style-type: none"> Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline <ul style="list-style-type: none"> In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year
Proposed Council Action & Date:	None (Informational for Council) – January 9, 2023
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

9 - Mobile Security Camera SBO

Zappone, Zack

Council Sponsor: Zappone

| For Discussion

Attachments

[Mobile Security Camera Briefing Paper .docx](#)

[Mobile Security Camera SBO .docx](#)

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Zack Zappone 6256
Contact Email	zzappone@spokanecity.org
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Mobile Security Camera SBO
Summary (Background)	<p>With crime, namely shootings, increasing in specific locations in the city of Spokane, this LVT D3 Mobile Security Camera would allow the Spokane Police Department to station this piece of equipment at “hot spots” to see if it aids in the decrease of crime and thus the increase of public safety.</p> <p>It will be a yearlong rental at \$2,945 a month which equals \$29,940 a year. This funding will come from the Public Safety Personnel Fund.</p>
Proposed Council Action & Date:	Vote to approve January 23 rd 2022
Fiscal Impact: Total Cost: 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: Public Safety Personnel Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 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? The Spokane Police Department shall collect data on the effectiveness of the mobile security camera and brief the Spokane City Council and whether or not they are seeing a decrease in crime in areas the camera is stationed.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The Spokane Police Department shall collect data on the effectiveness of the mobile security camera and brief the Spokane City Council and whether or not they are seeing a decrease in crime in areas the camera is stationed.	

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 Spokane City Council and the Spokane Police Department work to increase public safety in the city of Spokane.

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C-36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety Personnel 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,

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That in the budget of the Public Safety Personnel Fund, and the budget annexed thereto with reference to the Public Safety Personnel Fund, the following changes be made:

- 1) Increase appropriations by \$29,940
 - A) Of the increased appropriation, \$29,940 is to be used for a yearlong rental of the LiveView Technologies D3 Mobile Security Unit.
 - i.) This security unit would provide the Spokane Police Department with the ability to station a mobile security camera at different locations that are seeing an increase in crime.

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 increase public safety at within the city of Spokane, namely at locations seeing an increase in crime, 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

10 - SB5755 Ordinance and Accompanying Resolution

Gunn, Jeff

Council Sponsors: Kinnear and Zappone

| For Discussion

Attachments

[SB5755 Briefing Paper .docx](#)

[Resolution of Intention for Sales and Use Tax Deferral Program.docx](#)

[Sales Use Tax Deferral Draft ORD 12.23.22.docx](#)

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Jeff Gunn - 6718, Zack Zappone - 6256
Contact Email	jgunn@spokanecity.org , zzappone@spokanecity.org
Council Sponsor(s)	Kinnear, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SB5755 Ordinance/Resolution
Summary (Background)	<p>Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022.</p> <p>This Bill gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage the redevelopment of underdeveloped lands in urban areas.</p> <p>The underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing in our downtown core.</p> <p>Senate Bill 5755 states that “An owner of underdeveloped property seeking a sales and use tax deferral must apply to the city and include a description of the investment project and site plan, including a statement of the expected number of affordable housing units to be created.” This project must commit to renting or selling at least 50 percent of the units as affordable rental or affordable homeownership to very-low-, low-, or moderate-income households.</p>
Proposed Council Action & Date:	Vote to approve January 23 rd , 2023
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This resolution and program aims to provide housing options to very-low, low, or moderate-income households. Given the lack of available housing, namely affordable housing, this program could benefit individuals from 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?

Income level data will be collected.

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

The City of Spokane will file an annual report to the Department of Commerce by December 31st of each year to include: the number of program approval certificates granted, the total number and type of new buildings constructed, the number of affordable housing units resulting from the new construction, and the estimated value of the sales and use tax deferral for each investment project.

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
NOTICE OF HEARING**

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF INTENTION TO ESTABLISH A SALES AND USE TAX
DEFERRAL PROGRAM**

WHEREAS, Senate Bill 5755 authorizes the City of Spokane to take legislative action to establish a sales and use tax deferral program to promote the redevelopment of underdeveloped land in urban areas; and

WHEREAS, Senate Bill 5755 promotes the redevelopment of surface parking lots into affordable housing spaces by establishing a deferral of the sales and use tax for would-be developers of such housing, and

WHEREAS, the City of Spokane completed the 2019 Downtown Parking Study and found 30 percent of downtown area is devoted to parking space; and

WHEREAS, the City Council desires to create a program pursuant to Senate Bill 5755 to encourage the development of surface parking lots into additional affordable housing units.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

1. The City Council declares its intentions to establish a sales and use tax deferral program to encourage redevelopment of underdeveloped lands in urban areas for the purposes of adding affordable housing to the Spokane community pursuant to Senate Bill 5755 by deferring the entire 9 percent sales and use tax, information relevant to the program may be found in the attached proposed ordinance.
2. A public hearing before the City Council to take public testimony and to consider the proposed program shall be held on _____, 2023 beginning at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.

3. PUBLIC TESTIMONY PROCEDURE

***** The format of the _____, 2023 hearing and the method for public testimony may be held in a virtual format depending on the status of Governor Inslee's Proclamations and other COVID – 19 related directives**

regarding the conduct of open public meetings. Individuals wishing to attend the hearing or provide public testimony will need to review the City Council's February 14, 2022 agenda packet for meeting notice updates regarding a possible virtual meeting format and how to provide public testimony telephonically through instructions set out in the City Council agenda packet for the February 14, 2022 City Council meeting posted on the City Council's website at:

<https://my.spokanecity.org/citycouncil/documents/>.

ADOPTED by the City Council this ____ day of January 2022.

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE C- _____

An ordinance relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code.

WHEREAS, Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022;

WHEREAS, Senate Bill 5755 gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage redevelopment of underdeveloped lands in urban areas; and

WHEREAS, the State of Washington's sales and use tax is 6.5 percent, while the City of Spokane's is an additional 2.5 percent, thus equaling a 9 percent sales and use tax; and

WHEREAS, the deferral amount is the entire 9 percent sales and use tax; and

WHEREAS, according to the 2019 Downtown Parking Study completed by the City of Spokane, 30 percent of the downtown area is parking; and

WHEREAS, even at the busiest time of day (weekdays from 10 a.m. to 12 p.m.) parking occupancy peaks at 56 percent, leaving thousands of parking spaces underutilized; and

WHEREAS, this underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing; and

WHEREAS, to encourage the redevelopment of underdeveloped lands, i.e., surface parking lots in the downtown area, the City of Spokane may create a sales and use tax deferral program to align with Senate Bill 5755 and hereby does.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That new chapter entitled "Sales and Use Tax Deferral Program for Affordable Housing" 08.07D is adopted into Title 08 of the Spokane Municipal Code to read as follows:

08.07D.010 Purpose and Intent

08.07D.020 Definitions

As used in this chapter:

- A. “Affordable homeownership housing” means housing intended for owner occupancy to lower or moderate-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income.
- B. “Affordable rental housing” means housing for very low or low-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income.
- C. “Applicant” means an owner of underdeveloped property.
- D. “Conditional recipient” means an owner of underdeveloped land granted a conditional certificate of program approval under this chapter, which includes any successor owner of the property.
- E. “County median price” means the most recently published quarterly data of median home prices by the Washington center for real estate research.
- F. “Department” means
- G. “Eligible investment project” means an investment project that is located in the City of Spokane and receiving a conditional certificate of program approval.
- H. “Fair market rent” means the estimates of 40th percentile gross rents for standard quality units within counties as published by the federal department of housing and urban development.
- I. “Governing authority” means the local legislative authority of a city having jurisdiction over the property for which a deferral may be granted under this chapter.
- J. “Household” means a single person, family, or unrelated persons living together.
- K. “Initiation of construction” means the date that a building permit is issued under the building code adopted under RCW 19.27.031 for construction of the qualified building, if the underlying ownership of the building vests exclusively with the person receiving the economic benefit of the deferral.
 - 1. “Initiation of construction” does not include soil testing, site clearing and grading, site preparation, or any other related activities that are initiated before the issuance of a building permit for the construction of the foundation of the building.

2. If the investment project is a phased project, “initiation of construction applies separately to each phase.
- L. “Investment project” means an investment in multifamily housing, including labor, services, and materials incorporated in the planning, installation, and construction of the project. “Investment project” includes investment in related facilities such as playgrounds and sidewalks as well as facilities used for business use for mixed-use development.
- M. “Low-income household” means a single person, family, or unrelated persons living together whose adjusted income is more than 50 percent but is at or below 80 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.
- N. “Moderate-income household” means a single person, family, or unrelated person living together whose adjusted income is more than 80 percent but is at or below 115 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.
- O. “Multifamily housing” means a building or a group of buildings having two or more dwelling units not designed or used as transient accommodations and not including hotels and motels. Multifamily units may result from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings to multifamily housing.
- P. “Owner” means the property owner of record.
- Q. “Underdeveloped property” means land used as a surface parking lot for parking of motor vehicles off the street or highway, that is open to public use with or without charge, as of the effective date of this section.
- R. “Very low-income household” means a single person, family, or unrelated persons living together whose adjusted income is at or below 50 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

08.07D.030 Application Process

An owner of underdeveloped property seeking a sales and use tax deferral under this chapter on an investment project must complete the following procedures:

A. The owner must apply to the City on forms adopted by the governing authority. The application must contain the following:

1. Information setting forth the grounds supporting the requested deferral including information indicated on the application form or in the guidelines;
2. A description of the investment project and site plan, and other information request;
3. A statement of the expected number of affordable housing units to be created;
4. A statement that the applicant is aware of the potential tax liability involved if the investment project ceases to be used for eligible uses under this chapter;
5. A statement that the applicant is aware that the investment project must be completed within three years from the date of approval of the application;
6. A statement that the applicant is aware that the governing authority or the City official authorized by the governing authority may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months; and
7. A statement that the applicant would not have built in this location but for the availability of the tax deferral under this chapter;

B. The applicant must verify the application by oath or affirmation; and

C. The application must be accompanied by the application fee, if any, required under this chapter. The duly authorized administrative official or committee of the City may permit the applicant to revise an application before final action by the duly authorized administrative official or committee of the city.

08.07D.040 Approval Process

The duly authorized administrative official or committee of the City may approve the application and grant a conditional certificate of program approval if it finds that:

- A. The investment project is set aside primarily for multifamily housing units and the applicant commits to renting or selling at least 50 percent of the units as

affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households. In a mixed use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units;

- B. At least 50 percent of the investment project set aside for multifamily housing units will be rented at a price at or below fair market rent for the county or sold at a price at or below county median price;
- C. The applicant commits to any additional affordability and income eligibility conditions adopted by the local government under this chapter not otherwise inconsistent with this chapter;
- D. The investment project is, or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time application is approved;
- E. The investment project will occur on land that constitutes underdeveloped property;
- F. The area where the investment project will occur is located within an area zoned for residential or mixed uses;
- G. The terms and conditions of the implementation of the development meets the requirements of this chapter and any requirements of the City that are not otherwise inconsistent with this chapter;
- H. The land where the investment project will occur was not acquired through a condemnation proceeding under Title 8 RCW; and
- I. All other requirements of this chapter have been satisfied as well as any other requirements of the City that are not otherwise inconsistent with this chapter.

08.07D.050 Appeals Process

- A. The duly authorized administrative official or committee of the City must approve or deny an application filed under this chapter within 90 days after receipt of the application.
- B. If the application is approved, the City must issue the applicant a conditional certificate of program approval. The certificate must contain a statement by a duly authorized administrative official of the governing authority that the investment project as described in the application will comply with the required criteria of this chapter.

- C. If the application is denied by the City, the City must state in writing the reasons for denial and send the notice to the applicant at the applicant's last known address within 10 days of the denial.
- D. Upon denial by the City, an applicant may appeal the denial to the City's Hearing Examiner to hear such appeals within 30 days after receipt of the denial. The appeal before the Hearing Examiner must be based upon the record made before the City with the burden of proof on the applicant to show that there was no substantial evidence to support the City's decision. The decision of the City on the appeal is final.

08.07D.070 Application Fee

The City may establish an application fee. This fee may not exceed an amount determined to be required to cover the cost to be incurred by the governing authority in administering the program under this chapter. The application fee must be paid at the time the application for program approval is filed.

08.07D.080 Additional Requirements, Conditions, and Obligations

- A. Within 30 days of the issuance of a certificate of occupancy for an eligible investment project, the conditional recipient must file with the city the following:
 - 1. A description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter;
 - 2. A statement of the new affordable housing to be offered as a result of the new construction; and
 - 3. A statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.
- B. Within 30 days after receipt of the statements required under subsection (1) of this section, the City must determine and notify the conditional recipient as to whether the work completed and the affordable housing to be offered are consistent with the application and the contract approved by the City, and the investment project continues to qualify for a tax deferral under this chapter. The conditional recipient must notify the department within 30 days from receiving the City's determination to schedule an audit of the deferred taxes. The department must determine the amount of sales and use taxes qualifying for the deferral. If

the **department** determines that purchase were not eligible for deferral it must assess interest but not penalties, on the non-qualifying amounts.

C. The City must notify the conditional recipient within 30 days that a tax deferral under this chapter is denied if the City determines that:

1. The work was not completed within three years of the application date;
2. The work was not constructed consistent with the application or other applicable requirements;
3. The affordable housing units to be offered are not consistent with the application and criteria of this chapter; or
4. The owner's property is otherwise not qualified for a sales and use tax deferral under this chapter.

D. If the City finds that the work was not completed within the required time period due to circumstances beyond the control of the conditional recipient and that the conditional recipient has been acting and could reasonably be expected to act in good faith and with due diligence, the governing authority may extend the deadline for completion of the work for a period not to exceed 24 consecutive months.

E. The City's **governing authority** may enact an ordinance to provide a process for a conditional recipient to appeal a decision by the City that the conditional recipient is not entitled to a deferral of sales and use taxes. The conditional recipient may appeal a decision by the City to deny a deferral of sales and use taxes in superior court under RCW 34.05.510 through 34.05.598, if the appeal is filed within 30 days of notification by the City to the conditional recipient.

F. A city denying a conditional recipient of a sales and use tax deferral under subsection (C) of this section must notify the **department** and taxes deferred under this chapter are immediately due and payable, subject to any appeal by the conditional recipient. The **department** must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

08.07D.090 Annual Report

A. Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten years, the conditional recipient must

file with a designated authorized representative of the City an annual report indicating the following:

1. A statement of the affordable housing units constructed in the property as of the anniversary date;
 2. A certification by the conditional recipient that the property has not changed use;
 3. A description of changes or improvements constructed after issuance of the certificate of occupancy; and
 4. Any additional information requested by the City.
- B. The conditional recipient of a deferral of taxes under this chapter must file a complete annual tax performance report with the **department** pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for 10 years.
- C. A city that issues a certificate of program approval under this chapter must report annually by December 31st of each year, beginning in 2022, to the **department** of commerce. The report must include the following information:
1. The number of program approval certificates granted;
 2. The total number and type of new buildings constructed;
 3. The number of affordable housing units resulting from the new construction; and
 4. The estimated value of the sales and use tax deferral for each investment project receiving a program approval and the total estimated value of sales and use tax deferrals granted.

08.07D.100 Application to the **Department**

- A. A conditional recipient must submit an application to the department before initiation of the construction of the investment project. In the case of an investment project involving multiple qualified buildings, applications must be made for, and before the initiation of construction of, each qualified building. The application must be made to the department in a form and manner prescribed by the department. The application must include a copy of the conditional certificate of program approval issued by the City, estimated construction costs, time

schedules for completion and operation, and any other information required by the department. The department must rule on the application within 60 days.

- B. The department must provide information to the conditional recipient regarding documentation that must be retained by the conditional recipient in order to substantiate the amount of sales and use tax actually deferred under this chapter.
- C. The department may not accept application for the deferral under this chapter after June 30, 2032.
- D. The application must include a waiver by the conditional recipient of the four-year limitation under RCW 82.32.100.
- E. This section expires July 1, 2032.

08.07D.110 Issuance of Certificate

- A. After receiving the conditional certificate of program approval issued by the City and provided to the department by the applicant, the department must issue a sales and use tax deferral certificate for state and local sales and use taxes due under chapter 82.02, 82.12, and 82.14 RCW on each eligible investment project.
- B. The department must keep a running total of all estimated sales and use tax deferrals provided under this chapter during each fiscal biennium.
- C. The deferral certificate is valid during active construction of a qualified investment project and expires on the day the City issues a certificate of occupancy for the investment project for which a deferral certificate was issued.
- D. This section expires July 1, 2032.

08.07D.120 Voluntary Discontinuance

- A. If a conditional recipient voluntarily opts to discontinue compliance with the requirements of this chapter, the recipient must notify the City and department within 60 days of the change in use or intended discontinuance.
- B. If, after the department has issued a sales and use tax deferral certificate and the conditional recipient has received a certificate of occupancy, the City finds that a portion of an investment project is changed or will be changed to disqualify the recipient for sales and use tax deferral eligibility under this chapter, the City must notify the department and all deferred sales and use taxes are immediately due

and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

- C. This section does not apply after ten years from the date of the certificate of occupancy.

08.07D.130 Transfer of Ownership

- A. Transfer of investment project ownership does not terminate the deferral. The deferral is transferred subject to the successor meeting the eligibility requirements of this chapter.
- B. The transferor of an eligible project must notify the City and the department of such transfer. The City must certify to the department that the successor meets the requirements of the deferral. The transferor must provide the information necessary for the department to transfer the deferral. If the transferor fails to notify the City and the department, all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral.

08.07D.140 Sunset

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

11 - Howard St. SBO

Zappone, Zack

Council Sponsor: Zappone

| For Discussion

Attachments

[Howard St. SBO Briefing Paper .docx](#)

[Howard St. SBO.docx](#)

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Zack Zappone 6265, Jeff Gunn 6718
Contact Email	Zzappone@spokanecity.org jgunn@spokanecity.org
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Howard Street Promenade SBO
Summary (Background)	This SBO requests the allocation of \$133,461 from the Traffic Calming Measures fund for the design and construction of a promenade on Howard Street. This shall include a restripe from Mallon to Dean. 10' two-way bike Lane east of Jersey Barriers w/planters from Howard to Dean and 12' travel lanes.
Proposed Council Action & Date:	Vote to approve January 23 rd , 2023
Fiscal Impact: Total Cost: 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: Traffic Calming Measures Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

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

N/A

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C-36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Traffic Calming Measures 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,

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That in the budget of the Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Traffic Calming Measures Fund, the following changes be made:

- 1) Increase appropriations by \$133,461
 - A) Of the increased appropriation, \$133,461 is to be used for a Howard Street Promenade Pilot Program for a bicycle lane addition and a patio area expansion.

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 increase traffic safety, 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

12 - Settlement Resolution

Sponsors: CP Beggs/CM Kinnear.

Settlement Resolution approving settlement of claim of Cameron-Reilly, LLC.

| For Information

Attachments

[Committee Agenda Sheet Cameron Reilly settlement.docx](#)

[Settlement resolution Cameron Reilly.docx](#)

Committee Agenda Sheet

[Urban Experience]

Submitting Department	Risk Management - 5800
Contact Name & Phone	Mike Ormsby, (509) 625-6287
Contact Email	mormsby@spokanecity.org
Council Sponsor(s)	Breean Beggs and Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Settlement Resolution
Summary (Background)	Approving settlement of claim of Cameron-Reilly, LLC and it subcontractors for claims made relative to work done of the Thor-Freya Arterial Project.
Proposed Council Action & Date:	Resolution approving the Cameron-Reilly, LLC Settlement Agreement and Release of all claims of Cameron-Reilly, LLC for \$70,000.00. Council Meeting of: January 9, 2023
Fiscal Impact: Total Cost: <u>70,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) These funds will be paid out of Risk Management and Integrated Capital Management Funds and does not involve monies from the General Fund	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

--

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on September 19, 2022 Cameron-Reilly, LLC on its behalf and on behalf of its subcontractors (collectively the "Claimants"), filed a Claim for Damages with the City of Spokane for damages as a result of a claim of "Change of Conditions" relative to a construction project on Thor-Freya in Spokane, Washington; and

WHEREAS, the City has determined to resolve all claims with Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of SEVENTY THOUSAND DOLLARS (\$70,000.00); and

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

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

The City of Spokane authorizes that payment in the amount of SEVENTY THOUSAND DOLLARS (\$70,000.00), to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

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

City Clerk

Approved as to form:

Assistant City Attorney

13 - East Sprague BID Administration and Operations Agreement Extension

Beck, Amanda

Sponsors: CM Kinnear/CM Wilkerson.
Extension and amendment to the existing East Sprague BID contract.

| For Information

Attachments

[Briefing Paper - ESBA.pdf](#)

[Draft OPR 2023-0NNN Contract Amendment for ES PBIA.pdf](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning Services, Planning and Economic Development
Contact Name & Phone	Amanda Beck, 625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Council Member Wilkerson, Council Member Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	East Sprague BID Administration and Operations Agreement Extension
Summary (Background)	<p>The City and the East Spokane Business Association (ESBA) entered into a contract in September 2017 (OPR 2017-0796) to administer the East Sprague Business Improvement District (BID), organized as a parking and business improvement area under Washington law. SMC 04.31C.090 and RCW 35.87A.110 allow the City to contract with an appropriate business association for administering and operating the BID. This is the second of two, four-year extensions provided for in the original contract agreement with ESBA.</p> <p>In addition to the contract extension, several agreement amendments have been made to clarify the responsibilities of ESBA as the BID manager. Clarifying language was added to make clear what clean and green and district beautification services should entail, as well as updating requirements for progress reports.</p> <p>The contract extension would be effective January 1, 2023, to December 31, 2026. As this is the last contract extension, the City will need to go out to RFP to select a BID manager prior to expiration of the contract.</p>
Proposed Council Action & Date:	Approve proposed contract amendment and extension at January 23, 2023 meeting
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: East Sprague BID 2023 assessments Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: N/A	
Operations Impacts What impacts would the proposal have on historically excluded communities? In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.	

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?

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment. Some data sources include changes to the total assessed value of properties within the BID, crime statistics, and business license data for businesses licensed to addresses within the BID.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. Another sign of effectiveness is the annual East Sprague BID Ratepayer Board meeting that occurs every December, where ratepayers may further weigh in on the proposed BID management plan and services for the upcoming year.

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 creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments.

Renewing the BID manager contract furthers the goal of investing in key centers and corridors, especially business improvement districts and public development agencies, with a focus on small or local Spokane businesses. This aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.



City of Spokane

**EAST SPRAGUE PARKING AND BUSINESS
IMPROVEMENT AREA AGREEMENT**

Title: **PBIA Administration and Operations
Agreement Amendment and Extension**

THIS AGREEMENT Amendment and Extension is effective January 1, 2023, by and between the **CITY OF SPOKANE**, a municipal Association, having its principal place of business at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, as (“City”), and the **EAST SPOKANE BUSINESS ASSOCIATION (ESBA)**, as (“Association”), having its principal place of business at 1420 East Sprague Avenue, Spokane, Washington, 99202 and a mailing address of PO Box 4132, Spokane, WA 99220, hereafter individually as “party”, and together referenced as the “parties”.

WITNESSETH:

WHEREAS, as part of the City's East Sprague investment and revitalization of the area, the City desires to obtain certain enhanced municipal services which will ensure the continued vitality of the commercial and industrial area, and, pursuant to the authority granted under Chapter 35.87A RCW, has established the East Sprague Parking and Business Improvement Area (the “PBIA”), as described in chapter 4.31C, SMC (the “Ordinance”), to provide funding for such enhanced municipal services; and

WHEREAS, section 4.31C.090 of the Spokane Municipal Code (SMC) allows the City to enter into a contract regarding the administration and operation of PBIA programs, and the Association is willing and able to provide such services to the City, as herein described on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE ONE
SCOPE OF SERVICES**

1.1 Purpose. The Association is hereby retained pursuant to SMC 4.31C.090 and RCW 35.87A.110 to administer the PBIA on the City's behalf.

1.2 Compliance with Laws. The Association shall comply with all applicable laws, ordinances, and codes of the United States, the State of Washington, and the City of Spokane, including chapter 04.31C SMC. The Association will not discriminate against any worker, employee, or applicant, or member of the public, because of race, creed, color, religion, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income, nor otherwise commit an unfair employment practice. The Association further agrees that a similar clause will be incorporated in all contracts entered into with suppliers and subcontractors, and all labor organization furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. During the term of the Agreement, the Association shall make a good faith effort to utilize minority business enterprises and women-owned business enterprises.

1.3 Work Program. The Association shall, during the term of this Agreement, perform the general services described in RFP #4342-17(East Sprague Parking and Business Improvement Area Implementation) and Article Two hereof, as the services may be further defined, limited, or expanded in the applicable work program and budget as described in Exhibit “A” (Work Program), and this Agreement. The attached Exhibit “A” describes the Association’s general Scope of Services, Work Program, Project Schedule, Program Deliverables, and Budget as most recently adopted with the Annual Assessments and Assessment Roll Ordinance C36339.

1.4 Special Assessments. The Association shall review and confirm, on an annual basis, a computer database of business and property ownership information provided by the City for the purposes of billing and collecting special assessments. The City’s Chief Financial Officer will take assessment database information and apply rates to generate an annual bill due on January 31st of each year. Payments will become delinquent thirty (30) days thereafter and will be subject to collection policies established and enforced by the City. The City’s Chief Financial Officer will collect and deposit al BID assessment income in the BID Fund created by SMC 04.31C.060. The City shall provide to the Association monthly financial reports on money received in and disbursements from the BID Fund no later than the fifteenth day of each month.

1.5 Progress Reports and Audits. The Association shall provide quarterly progress reports to and financials the City with each installment request (March 1, June 1, September 1, and December 1) of each year covered by this Agreement. In addition, the Association shall provide to the City a financial report of expenditures within one hundred eighty (180) days after the end of each fiscal year of the Association and within one

hundred eighty (180) days after the termination of this Agreement. In carrying out its work programs under this Agreement, and developing plans as described in RFP #4342-17(East Sprague Parking and Business Improvement Area Implementation) and Article Two, the Association shall coordinate and consult with staff from the Planning and Economic Development Department and other appropriate Departments.

1.6 Service Levels within District. The City shall continue to provide within the PBIa the same level of municipal services as were provided within the PBIa boundaries as of the date of the Agreement and not otherwise funded with parking and business improvement area assessments. It is the City's intention not to use or rely on any services provided to the BID as the result of the creation of the BID, this Agreement, or any subsequent agreement to relieve or lessen the obligation of the City to provide such existing municipal services within the PBIa, except as may be otherwise agreed by the parties. The parties recognize that the general level of municipal services provided throughout the City, including the PBIa, is subject to the annual budget and appropriation processes of the City. The parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials, or other resources, to preserve the health, welfare, and safety of its citizens.

ARTICLE TWO

ASSOCIATION DUTIES

2.1 Professional Management and Planning. The Association will administer and operate the BID programs and services listed in SMC 4.31C.030. The Association will provide staff/personnel assistance to the Ratepayer Advisory Board created by SMC 4.31C.080. The Association will coordinate with the Ratepayer Advisory Board in developing recommendations regarding the PBIa budget, expenditures, and programs, but nothing contained herein shall be construed as requiring the Association to agree at all times with the Board's recommendations. The Association shall convene and administer an annual meeting of all ratepayers pursuant to the East Sprague PBIa Advisory Board Bylaws (December of each year). The Association will notify all ratepayers of the annual meeting and all Ratepayer Advisory Board meetings through a newsletter or some other written communication consistent with the East Sprague PBIa Advisory Board Bylaws.

2.2 Financial Reporting Requirements. All costs incurred or paid by the Association pursuant to this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, or other documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part of this Agreement shall be clearly identified and readily accessible to the City, and the City shall have the right to audit the records of the Association, as they relate to work performed under this Agreement, upon reasonable notice. The Association shall also maintain

financial records in accordance with Washington State Records Retention Law (chapter 40.14 RCW) for a period of three (3) years after receipt of final payment under this Agreement.

2.3 District Branding & Marketing. In the furtherance of SMC 04.31C.030(C), the Association shall work to create and build upon a unique identity for the PBIA, improve the public image of the East Sprague PBIA area and address the specific needs of potential users of area services. Branding and marketing services performed, supported, and/or coordinated by the Association may include, but are not limited to, branding and marketing plans, brochures, special events and festivals, advertising, arts and cultural activities, website maintenance, social media campaigns, and the promotion of the retail and other industry within the PBIA. The Association's work program also may include training, educational, and market research activities. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.4 Clean and Green. In the furtherance of SMC 4.31C.030(A), the Association may evaluate the current level of maintenance services provided by the City within the PBIA, project increased maintenance services that may be desirable to implement in the PBIA and estimate the costs for providing such increased maintenance services. The Association may investigate and evaluate the extent to which it can coordinate, support, and/or supplement private maintenance services currently handled by property owners within the BID including, but not limited to, district cleanliness, graffiti removal, streetscape trash collection from decorative bins or loose litter, sidewalk and parking snow removal and landscape pruning and weeding. The parties recognize that providing these supplementary services is subject to the PBIA's annual assessments and budgets. Within the PBIA's management, it may be necessary on occasion to make reallocations or shifts of the services provided to the ratepayers.

2.5 Safety and Security. In the furtherance of SMC 4.31C.030(D), the Association shall work to create a greater sense of safety and security with the PBIA by implementing a district safety and security program that may include, but is not limited to, advocacy for increased patrol, crime prevention and exploration of security measures and services. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.6 Transportation and Parking. In the furtherance of East Sprague revitalization and the PBIA, the Association shall provide advice and input to the City regarding transportation issues affecting the PBIA, including, but not limited to, parking signage time structure and enforcement, techniques to enhance pedestrian and traffic flow and safety, and mass transportation. In addition, the Association shall, in cooperation with City representatives, participate in efforts to develop an effective parking management program which may include, but not be limited to: (i) coordination of on-street parking; (ii)

parking validation; and (iii) signage to identify parking facilities and to direct users of the PBIA to key activity centers.

2.7 District Beautification. In the furtherance of the East Sprague revitalization and the PBIA SMC 4.31C.030(B), the Association shall work to develop and implement a district beautification program that may include, but is not limited to, wayfinding and commercial district signage, permitted street tree pruning and care, seasonal or holiday banners, decorative twinkle or holiday lighting, and hanging planters/pots of seasonal plantings. All district beautification activities involving the installation of new permanent amenities (e.g. garbage cans, benches, and bike racks) and the addition or adjustment of landscaping and stormwater facilities in public rights of way shall follow the current permitting and/or municipal code requirements and be reviewed by and coordinated with relevant City departments. The Association needs to contact the City of Spokane Planning and Economic Department who Administers the PBIA Adminstrating and Operations Agreement for the East Sprague when affixed streetscape amenities suffer damage or need repairs, including district irrigation systems, trash cans, pedestrian or streetlights, traffic signage, stormwater facilities: grates, trees or gardens, and or other amenities installed or managed by the City of Spokane. The Planning and Economic Development Department will notify the appropriate Department of the damage or needs.

2.8 Economic Development. In the furtherance of East Sprague revitalization, the PBIA the Association may establish “councils” for the purpose of planning and focusing on strategic initiatives and professional development, which initiatives may include, but not be limited to, retail management concepts and marketing strategies, business retention and recruitment, development of East Sprague area housing and creation of neighborhood services that support living with the PBIA.

2.9 Administration. In the furtherance of the East Sprague revitalization, the PBIA SMC 4.31C.030 (E), the Association may utilize funds for administration of the PBIA programs. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.10 Contingency Reserve. In the furtherance of the East Sprague revitalization and the PBIA SMC 4.31C.030 (F), the Association may set aside funds for unanticipated events or district maintenance needs. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

ARTICLE THREE **COMPENSATION**

3.1 Annual Fee. For each calendar year during the term of this Agreement, as compensation for the services provided hereunder, the City shall pay to the Association an **amount equal to the budget approved by the City Council for the agreed-upon**

work program applicable to each such year, as adopted pursuant to Section 1.3 above. The budgeted amount will represent the annual assessment due from business and property owners within the BID, as authorized by RCW 35.87A and the East Sprague Parking and Business Improvement District Ordinance, as well as approved City funding contributions. An annual services fee may be paid to the Association in equal quarterly installments no later than the dates as follows: March 1, June1, September 1, and December 1. In no event will the City pay the Association more money than is received from the levy of special assessments in the BID.

3.2 Invoices. The Association shall, on a quarterly basis and not less than fourteen (14) days prior to the first day of the next month, submit an invoice to the City reflecting amounts to be paid to the Association. In the event the due date of any installment falls on a weekend or a City holiday, the installment shall be due on the next business day of the City.

3.3 Payment. The City reserves the right to withhold payments hereunder pending timely delivery of services, program reports, or documents as are required under this Agreement; provided, no such payment will be withheld unless the City has provided the Association, no less than ten (10) business days before the due date of the payment, written notice of the City's intent to withhold the payment. In the event that the City determines in good faith that any BID assessment funds were expended by the Association for unauthorized or ineligible purposes, or constitute disallowed costs, the City may demand repayment of the funds in writing. Upon receiving a written demand, the Association will have thirty (30) days to repay the funds or to present the City with a written report showing that the challenged expenditures were proper. If the City and the Association cannot agree on the propriety of the challenged expenditure, the parties will submit the dispute to an arbitration panel comprised of the Chair and the Vice Chair of the Ratepayer Advisory Board and one representative from the Washington State Auditor's Office. The arbitration panel must render a decision regarding the challenged expenditure, which decision shall be binding on the parties, within thirty (30) days after the panel is convened. In the event the Association shall do so within thirty (30) days after written notice of such determination is delivered to the Association.

ARTICLE FOUR

TERM AND TERMINATION

4.1 Term. The term of the Agreement shall begin on January 1, 2023 and shall end on December 31, 2026 This is the final extension under RFP #4342-17. The City will issue a new RFP and will enter into a contract with an Association selected under the new procurement process.

4.2 Automatic Termination. This Agreement shall terminate automatically (i) at the end of any calendar year in which the City Council fails to approve a work program, assessment roll and budget for the succeeding calendar year as provided in Section 1.3 above, (ii) at the end of any calendar year in which the PBIA terminates or (iii) if the Association ceases to exist. In any such event, the Association will be paid compensation for services satisfactorily performed to the termination date.

4.3 Permissive Termination. This Agreement may be terminated by the Association upon thirty (30) days' written notice in the event the Association is unable to provide the full service required under this Agreement. The Association shall repay to the City any funds in the possession of the Association at the time of the termination of this Agreement that may be due to the City.

4.4 Termination for Cause. Either party may terminate this Agreement for cause upon giving the other party thirty (30) days' written notice of termination. As used herein, "cause" shall mean (i) the breach of any material term or condition of the Agreement, (ii) an unlawful act or unlawful failure to act relating to the subject matter of the Agreement, or (iii) the use of funds in any material amount for a purpose not authorized in the applicable work program and budget. The termination of this Agreement shall only become effective if the breaching party fails to cure the breach within the thirty (30) day period after notice has been given hereunder.

ARTICLE FIVE

QUALITY OF PERFORMANCE

5.1 Performance. The City shall judge in good faith the adequacy and efficacy of work performed, the sufficiency of records and the services delivered. If, during the course of this Agreement, the services rendered do not meet the desired results of the City, the Association shall correct, modify, and/or properly perform the services to the satisfaction of the City.

5.2 Indemnity/Hold Harmless. The City shall hold harmless, indemnify, and defend the Association from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the City or any of its agents, officers, or employees under this Agreement.

The Association shall hold harmless, indemnify, and defend the City from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the Association or any of its agents, officers, or employees under this Agreement.

5.3 Insurance. During the term of this Agreement, the Association shall maintain in force, at its own expense, each insurance noted below or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage of all their subject workers and Employer's Liability Insurance;

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 agents, officers, and employees are Additional Insureds but only with respect to the Association's services to be provided under this Agreement.

i. Acceptable supplementation Umbrella insurance coverage combined with Associations General Liability insurance policy must be a minimum of \$1,000,000, in order to meet insurance coverage limited required in this Agreement; and

C. Automobile Liability Insurance requirement has been waived. In the case of assignment or subcontracting Automobile Liability Insurance is required.

D. Professional Liability Insurance requirement has been waived. 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 Association or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Association shall furnish an acceptable insurance certificate to the City, naming the City of Spokane as "Additional Insured", at the time the Association returns the signed Agreement.

ARTICLE SIX

MISCELLANEOUS

6.1 Parties-in-Interest and Assignment. This Agreement is binding upon and is for the benefit of the parties hereto and the respective successors and assigns, and no third person who is not a party hereto shall have any rights under this Agreement, either as a third party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

6.2 Notices. Any notice, document, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally or by regular U.S. mail, postage prepaid, addressed as follows:

If to City: Community and Economic Development Division
City of Spokane
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3303
Attention: Director

If to Association: East Sprague Business Association
PO Box
Spokane, WA 99202
Attention: Darrel Reber

or to such other person or address as any such party may designate by written notice as provided in this Section 6.2. Any notice or other document or report hereunder shall be deemed delivered or given as of the date received, if delivered in person, or as of the date sent if mailed.

6.3 Entire Agreement. This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules, and appendices hereto, nor or hereafter created, are incorporated into this Agreement by reference and made a part hereof. The terms “hereof,” “herein,” and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules, and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the parties hereto or their respective successors or assigns.

6.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Washington, and handled by a court of competent jurisdiction in the County of Spokane. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement.

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

6.6 Amendments/Modifications: This Agreement may be modified by the parties in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

6.7 City of Spokane Business License. Section 08.01.070 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 Association shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.8 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.

6.9. 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 Association after the time the same shall have become due nor payment to the Association 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.

6.10 Taxes, Fees and Licensing.

A. Association 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 Association'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. 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.

6.11 Independent Contractor. The Association is an independent Contractor. This Agreement does not intend the Association to act as a City employee. The City has neither direct nor immediate control over the Association nor the right to control the manner or means by which the Association works. Neither the Association nor any Association employee shall be an employee of the City. This Agreement prohibits the Association to act as an agent or legal representative of the City. The Association 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 Association shall pay all income and other taxes as due.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

East Spokane Business Association

By: _____

Title: _____

Attachments that are part of this Agreement:
Exhibit A – Work Plan

14 - Beacon Hill Interlocal Agreement Amendment with Spokane County

Stripes, Teri

Sponsors: CM Cathcart/CM Bingle

The County is seeking the City's agreement on an amendment to the County revitalization increment area (a tax increment financing economic development tool) and interlocal agreement for the Beacon Hill project.

| For Information

Attachments

[Urban Experience Briefing Paper Jan 2023.docx](#)

[County City Interlocal Beacon Hill Agreement.docx](#)

Committee Agenda Sheet

Urban Experience – January 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent Discussion Time Requested:
Agenda Item Name	Beacon Hill Interlocal Agreement Amendment with Spokane County
Summary (Background)	<p>The County is seeking the City's agreement on an amendment to the County revitalization increment area (a tax increment financing economic development tool) and interlocal agreement for the Beacon Hill project.</p> <p>The County adopted Resolution No. 2013-1021 which created the Increment Area after obtaining the written agreement for the use of community revitalization financing with taxing districts that levy at least 75 percent of the regular property tax on property within the Increment Area before it may use Community Revitalization Financing.</p> <p>This interlocal agreement amendment, amends City of Spokane previously approved interlocal OPR 2013-0548 because the County no longer plans to issue bonds. Therefore, the County and City wish to amend the agreements to clarify that the Beacon Hill sub-area improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer.</p>
Proposed Council Action & Date:	Staff will seek approval on the January 23, 2023, Council Consent Agenda to approve the interlocal agreement amendment between Spokane County and the City of Spokane. The amendment allows for the developer to pursue reimbursements for public improvements from the County pursuant to a reimbursement agreement between the County and the developer.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Interlocal Agreement Amendment for the Beacon Hill Community Revitalization Financing District	

This interlocal agreement and amendment is focused on the economic redevelopment of a significant property within the City of Spokane's Targeted Investment Area (STIA) boundary. That boundary includes 34 or Spokane most distressed Census tracts with: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate).

Helps target the development of new housing within our Spokane Targeted Investment Area (STIA):

- building stronger neighborhoods by targeting economic reinvestment to our most economically distressed census tracts,
- encouraging more housing opportunities, including affordable housing opportunities,
- increasing the supply of mixed-income multifamily housing opportunities,
- helping accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, and
- promoting community development, neighborhood revitalization, and availability of affordable housing.

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

Economic Development Strategy tracking

- Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
 - Number of permits and total values
 - Public investment values
 - Assessed Property values

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

Economic Development Strategy tracking

- Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
 - Number of permits and total values
 - Public investment values
 - Assessed Property values

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

**SECOND AMENDED AND RESTATED COMMUNITY
REVITALIZATION FINANCING AND
TAX INCREMENT AREA AGREEMENT**

This Second Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement (this "Agreement") is made and entered into as of the dates set forth below by and between the City of Spokane, Washington, a Washington municipal corporation (the "City") and Spokane County, Washington, a political subdivision of the State of Washington (the "County") who are hereinafter singularly referred to as a "Party" or collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the City is a first-class charter city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State") now in force; and

WHEREAS, the County is a Class A county duly organized and existing under and by virtue of the Constitution and the laws of the State (the "County") now in force; and

WHEREAS, the Board of County Commissioners of Spokane County, Washington (the "Board") is authorized to conduct proceedings and to create increment areas from which property taxes are to be appropriated to finance public improvements pursuant to chapter 39.89 RCW; and

WHEREAS, pursuant to Resolution No. 2013-1021, adopted by the Board on November 5, 2013, the County created Increment Area No. 2013-01 (the "Increment Area") to finance certain public improvements within such increment area using community revitalization financing; and

WHEREAS, the County adopted Resolution No. 2013-1021 which created the Increment Area after obtaining the written agreement for the use of community revitalization financing with taxing districts that levy at least 75 percent of the regular property tax on property within the Increment Area before it may use community revitalization financing; and

WHEREAS, most of the territory encompassed by the Increment Area lies within the City's corporate boundaries; and

WHEREAS, as authorized by Resolution No. 2013-1021, the County executed the Community Revitalization Financing and Tax Increment Area Agreement with the City on November 5, 2013 (the "Original Agreement"); and

WHEREAS, Exhibit "A" to the Original Agreement identifies within the Increment Area a sub-area referred to as the "Beacon Hill Sub-Area"; and

WHEREAS, Exhibit "B" to the Original Agreement sets forth a description of Public Improvements; and

WHEREAS, the County and the City have agreed that the Public Improvements identified in Section 1 on Exhibit B to the Original Agreement as City Public Improvements (the "City Public Improvements") may be constructed by or at the direction of the City and that all or a portion of the costs of the City Public Improvements will be financed through the use of community revitalization financing, to the extent that "tax allocation revenues," as defined in RCW 39.89.020(8) ("Tax Allocation Revenues") are available pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, the County and the City have further agreed that the Public Improvements identified in Section 2 on Exhibit B to the Original Agreement as Beacon Hill Sub-Area Improvements (the "Beacon Hill Sub-Area Improvements") may be constructed pursuant to the terms and conditions of the Original Agreement and that all or a portion of the costs of the Beacon Hill Sub-Area Improvements will be financed through the use of community revitalization financing, to the extent that Tax Allocation Revenues are available pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, the County and the City acknowledge and agree that the Public Improvements constructed within the Increment Area must meet all applicable state and local laws, including the City of Spokane Comprehensive Plan and the development regulations and engineering standards adopted to implement that plan; and

WHEREAS, as authorized by Resolution No. 2018-0873, the Board authorized certain amendments to the Original Agreement and approved the execution of the "Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement," entered into on December 4, 2018, by and between the City and the County (the "Amended Agreement"); and

WHEREAS, as authorized by Resolution No. 2019-1521, the Board authorized certain amendments to the Amended Agreement and approved the execution of the "First Amendment to Amended and Restated Community Revitalization Financing and Tax Increment Agreement," entered into August 30, 2021, by the County and entered into December 1, 2020, by the City of Spokane (the "First Amendment"); and

WHEREAS, the Original Agreement, Amended Agreement, and First Amendment are all referred to hereinafter as the "Agreements"; and

WHEREAS, the Agreements contemplate the County selling bonds, delivering the proceeds of such bonds to the City, and the City designing, bidding, constructing, and financing or paying for Beacon Hill Sub-Area Improvements using the bond proceeds; and

WHEREAS, the County no longer plans to issue bonds, and the County and City wish to amend the Agreements to, among other things, clarify that the Beacon Hill Sub-Area Improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer.

NOW, THEREFORE, the City and the County each mutually agree as follows:

Section 1. This Agreement shall continue until the earlier of: (a) such time as Tax Allocation Revenues are no longer necessary or obligated to pay the costs of any of the Public Improvements as set forth on Exhibit B hereto; or (b) December 31, 2043.

Section 2. The City and the County each hereby agree to the use of community revitalization financing to finance a portion of the costs of the Public Improvements, in an amount not to exceed \$30,000,000.00. The Public Improvements set forth on Exhibit B hereto may be constructed within the Increment Area. Any Public Improvement located within the City will be owned by the City. All Public Improvements constructed within the Increment Area must meet all applicable state and local laws, including the City of Spokane Comprehensive Plan and the development regulations and engineering standards adopted to implement that plan. Any deviation from such City standards must be approved by the City in the City's discretion.

Section 3. The City and the County each agree to apportion regular property taxes (as defined in RCW 39.89.020(6)), in the manner set forth in RCW 39.89.070(1), until the expiration of the term of this Agreement; provided, in no case shall Tax Allocation Revenues be used to pay more than

\$30,000,000 in "public improvement costs," as defined in RCW 39.89.020(5) ("Public Improvement Costs"). The County anticipates the Public Improvements and consequent private improvements will increase total property tax levies within the Increment Area.

Section 4. (a) Pursuant to this Agreement, the City and the County each agree: (1) that the City Public Improvements will be constructed by or at the direction of the City; and (2) to participate in the use of community revitalization financing to finance all or a portion of the costs of the City Public Improvements in the Increment Area as authorized under chapter 39.89 RCW.

(b) The City and the County each agree that all Tax Allocation Revenues generated in the Increment Area excluding the Beacon Hill Sub-Area during the term of this Agreement (the "City Allocation") shall be used to pay the Public Improvement Costs of the City Public Improvements. The County and the City agree that the County shall transfer the City Allocation to the City monthly within ten business days of the County's receipt of Tax Allocation Revenues comprising the City Allocation.

(c) The City agrees that Tax Allocation Revenues comprising the City Allocation shall be used solely to pay the costs of the City Public Improvements and shall be applied to such costs only to the extent they constitute Public Improvement Costs as defined in and as permitted by chapter 39.89 RCW. The City shall from time to time as reasonably requested by the County provide to the County evidence reasonably acceptable to the County (e.g. invoices, contracts, work orders or other verifiable written documents) of the Public Improvement Costs paid, incurred or anticipated to be incurred in connection with the City Public Improvements.

Section 5. (a) The City and the County each agree that all Tax Allocation Revenues generated in the Beacon Hill Sub-Area of the Increment Area during the term of this Agreement (collectively, the "Beacon Hill Sub-Area Allocation"), shall be used to pay the Public Improvement Costs of the Beacon Hill Sub-Area Improvements which improvements can be installed by a private developer under the authority of an executed Reimbursement Agreement.

(b) The County shall create and shall continue to maintain a segregated account with the County Treasurer designated as the "Beacon Hill Sub-Area Fund" (the "Beacon Hill Fund"), into which it shall deposit the Beacon Hill Sub-Area Allocation, and which shall be used solely for the purposes of and in the following order of priority: (1) reimbursing the City's Public Improvement Costs of any Beacon Hill Sub-Area Improvements upon the City's request; or (2) otherwise paying the Public Improvement Costs of the Beacon Hill Sub-Area Improvements. In no event shall Tax Allocation Revenues be used to reimburse or pay a private developer for any costs for which the developer has received reimbursement from the City of Spokane pursuant to a development agreement.

Section 6. Nothing in this Agreement obligates the City to in any way whatsoever with respect to designing, bidding, constructing, financing, or paying for the Beacon Hill Sub-Area Improvements, or any portion thereof. Notwithstanding the foregoing, any actual costs incurred by the City in connection with the Beacon Hill Sub-Area Improvements shall be Public Improvement Costs and shall be paid or reimbursed from Tax Allocation Revenues available in the Beacon Hill Fund.

Section 7. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any person, other than the County and the City, any benefit or legal or equitable right (including without limitation, any third party beneficiary rights), remedy or claim under or by virtue of this Agreement, and all provisions hereof will be solely between the County and the City.

Section 8. This Agreement contains all the terms and conditions agreed upon by the City and the County with respect to the subject matter hereof. No other understanding, oral or otherwise, regarding the

subject matter of this Agreement shall be deemed to exist or to bind either the City or the County, other than those imposed by operation of law.

Section 9. 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 Agreement.

Section 10. This Agreement supersedes and replaces the:

- (a) Community Revitalization Financing and Tax Increment Area Agreement between the City and County authorized by Resolution No. 2013-1021 referred to herein as the Original Agreement,
- (b) Certain amendments to the Original Agreement between the City and County authorized by Resolution No. 2018-0783 referred to herein as the Amended Agreement, and
- (c) Certain amendments to the Amended Agreement between the City and County authorized by Resolution No. 2019-1521 referred to herein as the First Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and it shall be effective as of the last date of execution.

SPOKANE COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

AL FRENCH, Vice-Chair

Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

Executed this ____ day of ____, 2022

CITY OF SPOKANE
Spokane County, Washington

NADINE WOODWARD, Mayor

TERRI PFISTER, City Clerk

Executed this ____ day of ____ 2022.

EXHIBIT A

INCREMENT AREA BOUNDARIES AND LEGAL DESCRIPTION

Those portions of Sections 2 and 3, Township 25N, Range 43 EWM and Sections 34 and 35, Township 26N, Range 43 EWM, more particularly described as follows:

BEG INNING at the intersection of the Westerly Right of Way (R/W) line of Havana Street and the intersection of the Northerly R/W line of Queen Avenue to the East extended; thence Easterly along the Northerly R/W line of said Queen Avenue to the intersection of the East line of the West 200 feet of W1/2 of the SE ¼ of Section 35, T 26 N, R 43 EWM; thence Southerly along said East line and the East line of the West 200 feet of W1/2 of the NE ¼ of Section 2, T 25 N, R 43 EWM to the intersection with the North line of the SE ¼ of said Section 2; thence Easterly along said North line to the NE corner of the NW ¼ of the NW ¼ of the SE ¼ of said Section 2; thence Southerly along the East line of said NW ¼ of the NW ¼ of said SE ¼ to the South line of said NW ¼ of the NW ¼ of said SE ¼; thence Westerly along said South line to the intersection with the East line of the SW ¼ of said Section 2; thence Southerly along said East line to the North line of the South 10 rods of the NE¼ of said SW¼; thence Westerly along said North line to the West line of the East 32 rods of said SW ¼; thence Southerly along said West line to the intersection of the South line of the N ½ of the SW ¼ of said Section 2; thence Westerly along said South line to the West line of said Section 2; thence Northerly along said West line to the intersection with the South line of the plat of Hillyard Orchard Heights Addition; thence Westerly along said South line to the West R/W line of Havana Street; thence Northerly along said West line to the intersection of the South R/W line of Princeton Avenue; thence Westerly along said South line to the intersection of the West R/W line of Freya Street; thence Northerly along said West line to the intersection of the North R/W line of Broad Avenue; thence Easterly along said North line to the intersection with the Westerly R/W line of Myrtle Street; thence Northerly along said Westerly line to the intersection of the South line of assessor parcel # 36344.6001 extended; thence Easterly along said South line to the West R/W line of Florida Street; thence Easterly to the to the North line of assessor parcel #36344.2108; thence Easterly along said North line to the West R/W line of Havana Street; thence Northerly along said Westerly line to the Point of Beginning.

BEACON HILL SUB-AREA BOUNDARIES AND LEGAL DESCRIPTION

Those portions of Sections 2 and 3, Township 25N, Range 43 EWM and Sections 34 and 35, Township 26N, Range 43 EWM, more particularly described as follows:

BEGINNING at the intersection of the Westerly Right of Way (R/W) line of Havana Street and the intersection of the Northerly R/W line of Queen Avenue to the East extended; thence Easterly along the Northerly R/W line of said Queen Avenue to the intersection of the East line of the West 200 feet of W1/2 of the SE ¼ of Section 35, T 26 N, R 43 EWM; thence Southerly along said East line and the East line of the West 200 feet of W1/2 of the NE ¼ of Section 2, T 25 N, R 43 EWM to the intersection with the North line of the SE ¼ of said Section 2; thence Easterly along said North line to the NE corner of the NW¼ of the NW¼ of the SE¼ of said

Section 2; thence Southerly along the East line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$ to the South line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence Westerly along said South line to the intersection with the East line of the SW $\frac{1}{4}$ of said Section 2; thence Southerly along said East line to the North line of the South IO rods of the NE $\frac{1}{4}$ of said SW $\frac{1}{4}$; thence Westerly along said North line to the West line of the East 32 rods of said SW $\frac{1}{4}$; thence Southerly along said West line to the intersection of the South line of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 2; thence Westerly along said South line to the West line of said Section 2; thence Northerly along said West line to the intersection with the South line of the plat of Hillyard Orchard Heights Addition; thence Westerly along said South line to the West R/W line of Havana Street; thence Northerly along said West line to the Southwesterly R/W line of Valley Springs Road; thence Northwesterly along said Road R/W to the South line of line of assessor parcel # 35031.0108; thence Westerly along said South line to the Southwest comer of assessor parcel # 35031.0109; thence Northerly along the West line of said parcel # 35031.0109 to the NW comer of said parcel # 35031.0109; thence Northwesterly to the SW comer of parcel # 36344.2110; thence Northwesterly along the Westerly line of said parcel # 36344.2110 to the NW comer of said parcel # 36344.2110; thence Easterly along the North line of said parcel # 36344.2110 to the NE comer of said parcel and the Westerly R/W of Havana Street; thence Northerly along said Westerly R/W line to the Point of Beginning.

EXHIBIT B

DESCRIPTION OF PUBLIC IMPROVEMENTS

1. City Public Improvements

- (a) First stage of reconstruction of Wellesley Avenue (three-lane configuration) within the existing 60-foot right-of-way, from Freya Street to the eastern return of the Florida intersection (Priority 1), together with associated curbs, sidewalks, and roadway storm drainage systems, at an estimated cost of \$1,500,000.
- (b) Acquisition of right-of-way to accommodate widening of Wellesley Avenue to 102 feet from Freya Street to Havana Street at an estimated cost of \$3,000,000.
- (c) Widening of Wellesley to 102 feet, together with associated curbs, sidewalks, pedestrian buffers and landscaping, roadway storm drainage systems, street lighting, street trees, and necessary irrigation, at an estimated cost of \$1,500,000.
- (d) Miscellaneous public improvements in the Increment Area but outside of the Beacon Hill Sub-Area including roads; sewer collection lines, sewer water reuse systems and sewer pump stations; water distribution systems (including the construction of water lift stations); sidewalks, roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way; and other public improvements and public improvement costs referenced in RCW 39.89.020(4) and (5), at an estimated cost of \$4,000,000.

2. Beacon Hill Sub-Area Improvements

- (a) Reconstruction of Havana from Princeton to Longfellow at an estimated cost of \$270,000.
- (b) Reconstruction of Longfellow from Havana to easterly end of the Longfellow right-of-way, at an estimated cost of \$437,000.
- (c) Construction of a water lift station, at an estimated cost of \$550,000.
- (d) Construction of a golf cart path from Havana and Longfellow to Esmeralda Golf Course, at an estimated cost of \$75,000.
- (e) Reconstruction of Valley Springs Road, from the eastern return of the Florida intersection, at an estimated cost of \$2,000,000.
- (f) Miscellaneous public improvements inside the boundaries of the Beacon Hill Sub-Area, including roads; sewer collection lines, sewer water reuse systems and sewer pump stations; water distribution systems (including the construction of water lift stations); sidewalks, roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way; and other public improvements and public improvement costs referenced in RCW 39.89.020(4) and (5), at an estimated cost of \$16,500,000.

15 - ITSD - Microsoft O365 Enterprise Agreement (EA)

Sloon, Michael

Sponsor: CM Cathcart

Request to increase compensation section of OPR 2020-0888, the increase in cost is due to adding multi-factor security licensing, additional Microsoft licenses and increase in sales tax. An amendment of \$172,334.85 is needed to pay the final payment on the EA Agreement.

| For Information

Attachments

[Microsoft Agreement Briefing Paper Template 2022.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloan, 625-6468
Contact Email	msloan@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/9/2023
Agenda Item Name	Microsoft O365 Enterprise Agreement (EA)
Summary (Background)	Microsoft software and services continues to be the optimal choice of software and services the City uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 15+ years. An increase in license count and sales tax and the addition of multi-factor security licensing has increased the Year 3 payment of OPR 2020-0888 from the projected amount of \$762,097.32 to \$934,432.17 with sales tax. An amendment increasing the compensation \$172,334.85 is needed to pay the final payment on OPR 2020-0888.
Proposed Council Action & Date:	Pass/Approval from Council on January 23 rd , 2023.
Fiscal Impact: \$172,334.85 Total Cost: \$172,334.85 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 5300-73600-18850-54820 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Not applicable – annual software maintenance	

16 - SWD-Insulation Services Contract Renewal

Paine, David

Council Sponsor: CM Kinnear.

Contract renewal for removal and replacement of insulation and cladding at the WTE.

| For Information

Attachments

[Briefing Paper-BrandSafway Insulation Services.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for removal and replacement of insulation and cladding at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.</p> <p>On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC., of Pasco, WA was the only response received. The bid stipulated that the contract will be for one year with the option of four (4) additional one-year periods. The initial term was from February 1, 2020 through January 31, 2021 with a cost of \$100,000.00. This will be the third of the allowed renewals from February 1, 2023 through January 31, 2024 with an additional cost not to exceed \$100,000.00 including tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$100,000.00 incl. tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The work is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.	

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

The COS Procurement Policies regulate and safeguard this 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?

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

17 - SWD-Electrical Support Contract Amendment

Paine, David

Council Sponsor: CM Kinnear.

Contract amendment for high voltage electrical maintenance services at the WTE.

| For Information

Attachments

[Briefing Paper-US Electric Amendment.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract amendment for high voltage electrical maintenance and technical support services at the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received; United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award was for \$90,000.00 from May 1, 2020 to April 30, 2021, with the option of four (4) additional one-year contract periods. The current contract is the second of the four (4) optional renewals which spans from May 1, 2022 through April 30, 2023. Due to additional support needed for the turbine overhaul during the fall 2022 outage, the estimated annual cost was increased to \$299,000.00 plus tax. Unanticipated issues that came up during the overhaul, caused additional costs to be incurred that exceeded the contract amount. An additional \$105,000.00, plus tax is requested to cover the additional costs and any other work that may need done prior to the contract expiration.</p>
Proposed Council Action	Approval of contract amendment
Fiscal Impact Total Cost: <u>\$404,000.00 (Original approved amount of \$299,000.00 plus tax and amendment for \$105,000.00 plus tax)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The additional work was required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	

<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>The contractor is governed by WA L&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>The COS Procurement Policies regulate and safeguard this process.</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>This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.</p>

18 - SWD-Caustic Soda Value Blanket

Paine, David

Council Sponsor: CM Kinnear.

Value blanket award for the purchase of caustic soda for the WTE.

| For Information

Attachments

[Briefing Paper-Oxarc Caustic VB.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket for the purchase of Caustic Soda for the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Sodium Hydroxide 50% Membrane (Caustic Soda) is required for feedwater treatment at the WTE Facility.</p> <p>On Nov. 22, 2022, bidding closed on RFQ 5749-22 for the as-needed annual purchase of caustic soda. Two bids were received; Oxarc (Spokane, WA) and Northstar Chemical (Sherwood, OR). Oxarc was selected as the low-cost bidder. The initial value blanket award would be for three years, from Feb. 1, 2023 through Jan. 31, 2026, with the option of two additional one-year renewals. The annual cost is estimated to be \$100,000.00 plus tax, for a total three-year cost of \$300,000.00 plus tax.</p>
Proposed Council Action	Approval of three-year value blanket award.
Fiscal Impact Total Cost: <u>\$100,000.00 plus tax annually (\$300,000.00 plus tax for three-year term)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The chemical is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The COS Procurement Policies regulate and safeguard this 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?

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

19 - 2022 Residential Grind & Overlay Contract

Buller, Dan

Council Sponsor: CM Kinnear

Contract approval with Inland Asphalt for residential grind & overlay.

| For Information

Attachments

[2022 Res G O - UE Briefing Paper \(1-9-23\).docx](#)

[Inland Asphalt Contract.docx](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2022 Residential Grind & Overlay
Summary (Background)	<ul style="list-style-type: none"> The project shown on the attached pages is the annual residential grind and overlay project funded by the transportation benefit district. Curb ramps will also be upgraded. Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction. Residents will have access to their homes during construction which will occur in the 2022 construction season.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

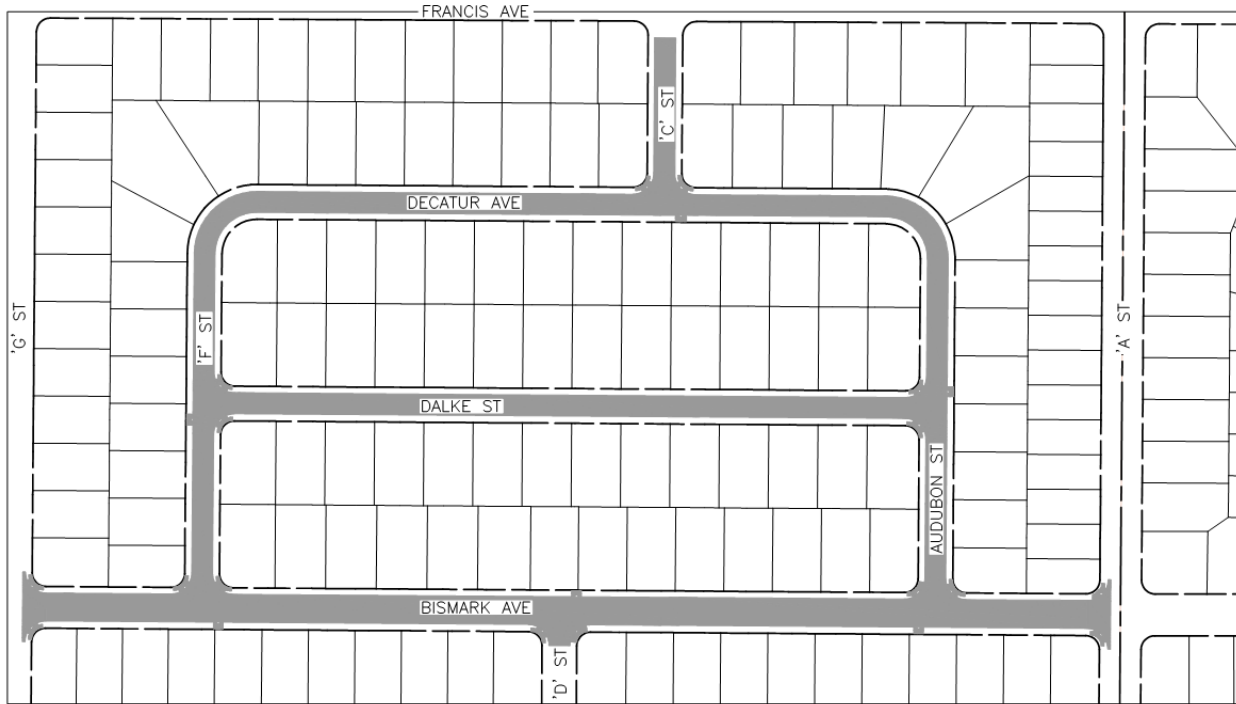
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location

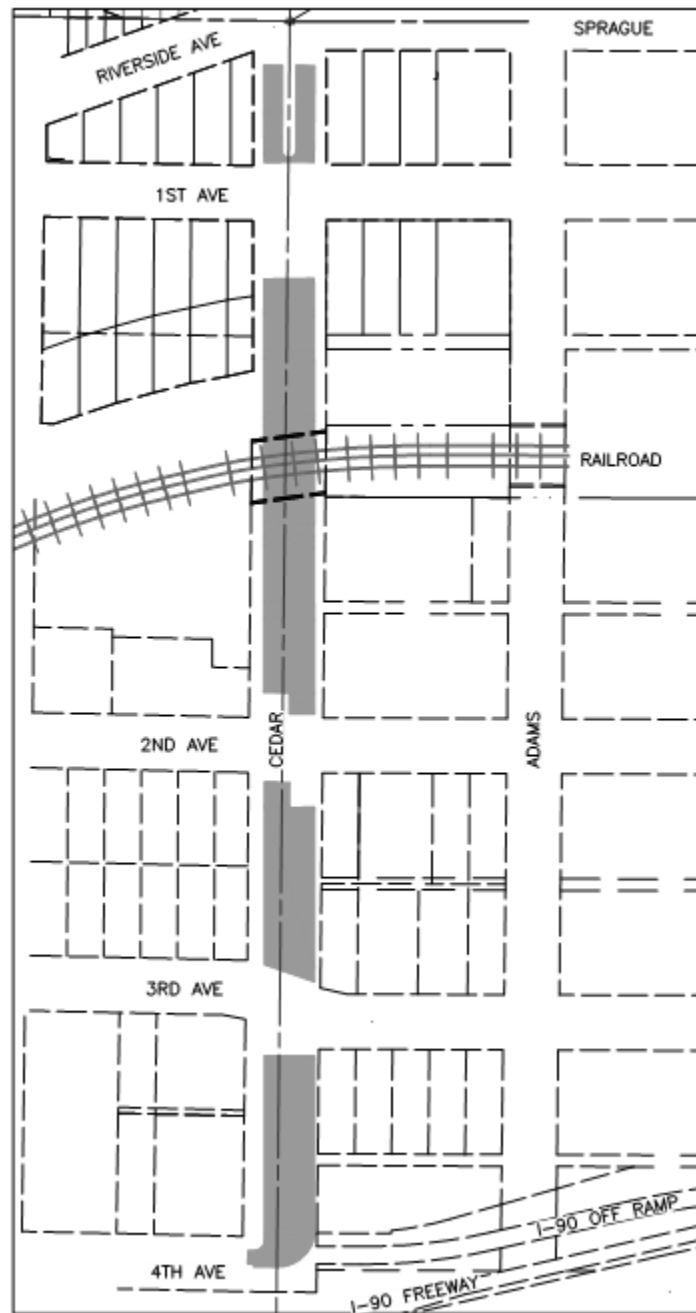
Area 1



Area 2



Area 3





City of Spokane

PUBLIC WORKS CONTRACT

**Title: 2022 RESIDENTIAL
GRIND AND OVERLAY**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND ASPHALT COMPANY**, whose address is 5111 East Broadway Avenue, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** 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 Special Provisions entitled **2022 RESIDENTIAL GRIND AND OVERLAY.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, 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 Engineering Services Department 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, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's 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.
9. 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.
10. 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.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. 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.

14. 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.

15. 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.

16. 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. 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 to 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor

Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. 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.

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

25. 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.

26. 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 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.

27. 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.

28. 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.

29. 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.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. 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.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

INLAND ASPHALT COMPANY

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:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

PAYMENT BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$1,690,000.00)** 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 **2022 RESIDENTIAL GRIND AND OVERLAY**. 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 _____.

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

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 _____

PERFORMANCE BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$1,690,000.00)** 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 **2022 RESIDENTIAL GRIND AND OVERLAY**. 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 _____

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

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 _____

**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)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 2,710.00	\$ 2,710.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 16,250.00	\$ 16,250.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 500.00	\$ 500.00
5	POTHOLING	18.00 EA	\$ 500.00	\$ 9,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 8,550.00	\$ 8,550.00
7	MOBILIZATION	1.00 LS	\$ 154,670.60	\$ 154,670.60
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 140,000.00	\$ 140,000.00
9	SPECIAL SIGNS	120.00 SF	\$ 16.25	\$ 1,950.00
10	SEQUENTIAL ARROW SIGNS	200.00 HR	\$ 5.40	\$ 1,080.00
11	TYPE III BARRICADE	42.00 EA	\$ 55.00	\$ 2,310.00
12	TREE ROOT TREATMENT	5.00 EA	\$ 810.00	\$ 4,050.00
13	TREE PROTECTION ZONE	64.00 EA	\$ 245.00	\$ 15,680.00

14	REMOVE TREE, CLASS III	1.00 EA	\$	3,450.00	\$	3,450.00
15	TREE PRUNING	80.00 EA	\$	245.00	\$	19,600.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	16,500.00	\$	16,500.00
17	REMOVE EXISTING CURB	1,747.00 LF	\$	8.65	\$	15,111.55
18	REMOVE EXISTING CURB AND GUTTER	20.00 LF	\$	7.60	\$	152.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	811.00 SY	\$	17.30	\$	14,030.30
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2.00 EA	\$	1,500.00	\$	3,000.00
21	SALVAGE GRANITE CURB	25.00 LF	\$	46.60	\$	1,165.00
22	SAWCUTTING CURB	74.00 EA	\$	41.00	\$	3,034.00
23	SAWCUTTING RIGID PAVEMENT	1,696.00 LFI	\$	1.10	\$	1,865.60
24	SAWCUTTING FLEXIBLE PAVEMENT	8,650.00 LFI	\$	0.45	\$	3,892.50
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	67.10	\$	671.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	60.00	\$	600.00
27	CSTC FOR SIDEWALK AND DRIVEWAYS	60.00 CY	\$	265.00	\$	15,900.00
28	CRACK SEALING, 1 INCH TO 3 INCH	18,294.00 LF	\$	2.15	\$	39,332.10

29	CRACK SEALING, 3 INCH TO 6 INCH	2,726.00 LF	\$	3.25	\$	8,859.50
30	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	36,588.00 SY	\$	12.00	\$	439,056.00
31	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	140.00 TON	\$	155.00	\$	21,700.00
32	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10.00 TON	\$	670.00	\$	6,700.00
33	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1,145.00 SY	\$	32.60	\$	37,327.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,145.00 SY	\$	47.55	\$	54,444.75
35	PLANING BITUMINOUS PAVEMENT	36,588.00 SY	\$	3.60	\$	131,716.80
36	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
37	COMPACTION PRICE ADJUSTMENT	25,612.00 EST	\$	1.00	\$	25,612.00
38	CATCH BASIN TYPE 1	4.00 EA	\$	5,650.00	\$	22,600.00
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	10.00 EA	\$	930.00	\$	9,300.00
40	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	5.00 EA	\$	940.00	\$	4,700.00
41	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	8.00 EA	\$	1,260.00	\$	10,080.00
42	MH OR DW FRAME AND COVER (STANDARD)	18.00 EA	\$	990.00	\$	17,820.00
43	MH OR DW FRAME AND COVER (LOCKABLE)	13.00 EA	\$	975.00	\$	12,675.00
44	VALVE BOX AND COVER	33.00 EA	\$	350.50	\$	11,566.50

45	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	6.00 EA	\$	485.00	\$	2,910.00
46	CLEANING EXISTING DRAINAGE STRUCTURE	13.00 EA	\$	585.00	\$	7,605.00
47	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,240.00	\$	1,240.00
48	CATCH BASIN SEWER PIPE 8 IN. DIA.	156.00 LF	\$	172.15	\$	26,855.40
49	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	3.00 EA	\$	3,360.00	\$	10,080.00
50	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,650.00	\$	1,650.00
51	HYDRANT ASSEMBLY	5.00 EA	\$	10,500.00	\$	52,500.00
52	ESC LEAD	1.00 LS	\$	1,710.00	\$	1,710.00
53	INLET PROTECTION	40.00 EA	\$	54.10	\$	2,164.00
54	STREET CLEANING	20.00 HR	\$	216.50	\$	4,330.00
55	ROCK MULCH	7.00 CY	\$	124.50	\$	871.50
56	HYDROSEEDING	103.00 SY	\$	6.50	\$	669.50
57	SOD INSTALLATION	35.00 SY	\$	20.00	\$	700.00
58	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	18,400.00	\$	18,400.00
59	CEMENT CONCRETE CURB	685.00 LF	\$	41.10	\$	28,153.50

60	CEMENT CONCRETE CURB AND GUTTER	1,305.00 LF	\$	44.30	\$	57,811.50
61	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	145.00 SY	\$	92.00	\$	13,340.00
62	MODIFY FENCING	1.00 LS	\$	9,525.00	\$	9,525.00
63	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	7,035.00	\$	7,035.00
64	REFERENCE AND REESTABLISH SURVEY MONUMENT	9.00 EA	\$	704.00	\$	6,336.00
65	CEMENT CONCRETE SIDEWALK	821.00 SY	\$	82.25	\$	67,527.25
66	RAMP DETECTABLE WARNING	349.00 SF	\$	37.90	\$	13,227.10
67	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	15,700.00	\$	15,700.00
68	REMOVAL OF EXISTING PAVEMENT MARKINGS	7.00 SF	\$	110.00	\$	770.00
69	PAVEMENT MARKING - DURABLE HEAT APPLIED	1,959.00 SF	\$	9.75	\$	19,100.25
70	PAVEMENT MARKING - PAINT	492.00 SF	\$	5.40	\$	2,656.80
71	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	12.00 EA	\$	210.00	\$	2,520.00
72	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	5,400.00	\$	5,400.00
Schedule A-1 Subtotal					\$	<u>1,690,000.00</u>

SCHEDULE A-1
Tax Classification:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ <u>1,690,000.00</u>

20 - Street Dept. Infused Road Salt

Harris, Clint E.

Council Sponsor: CM Kinnear.

Street Dept. Magnesium Infused Road Salt Purchase Consent

| For Information

Attachments

[Street Dept. Mag. Infused Salt 1-9-23 Urban Experience.docx](#)

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Streets
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 - Street Department- Magnesium Infused Road Salt
Summary (Background)	<p>The Street Department is seeking approval to purchase Magnesium infused Road Salt (R.R.) at a cost not to exceed \$100,000.</p> <p>This material is used by the Street Department during the winter months to aid in road deicing. Custom Salt Solutions LLC. is the supplier.</p> <p>This material is being procured via emergency justification/resolution following a supply shortage brought about due to the frequent and repeated Winter snow/ice conditions in our region this season.</p>
Proposed Council Action & Date:	Urban Experience Consent Approval 1/9/23
Fiscal Impact: \$100,000.00 Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
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?	

21 - Smith-Barbieri Progressive Fund Grant SBO

Sponsors: CP Beggs/CM Zappone

\$5k award for Veterans Court and \$8k award for Community Court. See attached briefing paper for more details.

| For Information

Attachments

[SB Grant for Courts SBO Briefing Paper.docx](#)

[SB Grant for Courts SBO.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org , 625-4146
Council Sponsor(s)	CP Beggs; CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Smith-Barbieri Progressive Fund - Grant SBO
Summary (Background)	<p>The Spokane Municipal Court Therapeutic Court programs are the recipient of a grant award from the Smith-Barbieri Progressive Fund in the total amount of \$13,000 to be utilized in two therapeutic courts.</p> <p><u>Veterans Court Award: \$5,000</u></p> <p>The Smith-Barbieri Progressive Fund will purchase bus passes from Spokane Transit Authority at a 50% reduced rate. \$850 of the award will be allocated to the purchase of 100, 7-day bus passes.</p> <p>The remaining \$4,150 will be allocated to basic needs of the participants. Basic needs may include haircuts, clothing, food, shelter, and other individual needs.</p> <p><u>Community Court Award: \$8,000</u></p> <p>The Smith-Barbieri Progressive Fund will purchase bus passes from Spokane Transit Authority at a 50% reduced rate. \$750 of the award will be allocated to the purchase of multiple 2-hour and 1-day bus passes.</p> <p>The remaining \$7,250 will be allocated to purchase warm gear and basic needs. Items may include jackets, blankets, hand warmers, gloves, socks, hats, boots, haircuts, eyeglasses, laundry services, food, shelter, and other individual needs.</p>
Proposed Council Action & Date:	Approve SBO on January 23, 2023
<p>Fiscal Impact: Total Cost: <u>\$13,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Smith-Barbieri Foundation grant</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Veterans Court and Community Court work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts 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 Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the Veterans Court and Community Court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the 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 \$13,000.
 - A) Of the increased revenue, \$13,000 is provided by the Smith-Barbieri Progressive Fund for both the Veterans and Community Courts.
- 2) Increase appropriation by \$13,000.
 - A) Of the increased appropriation, \$1,600 is provided solely for travel to assist court participants' participation.
 - B) Of the increased appropriation, \$11,400 is provided solely for procurement of basic needs.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Smith-Barbieri Progressive Fund court grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

22 - Washington Traffic Safety Commission Award SBO

Council Sponsors: CP Beggs/CM Wilkerson
WTSC award of \$50,000 for DUI Court.

| For Information

Attachments

[DUI Court Grant SBO Briefing Paper.docx](#)

[DUI Court Grant SBO.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org , 625-4146
Council Sponsor(s)	CP Beggs/CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Washington Traffic Safety Commission Award SBO
Summary (Background)	<p>The Spokane Municipal DUI Court is a problem solving, accountability court for repeat DUI offenders that are suffering from substance use disorders.</p> <p>DUI Court is the recipient of \$50,000 from the Washington Traffic Safety Commission. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. The funding will be used for fees to provide drug and alcohol screening/testing services of indigent DUI Court participants.</p>
Proposed Council Action & Date:	Approve SBO on January 23, 2023
Fiscal Impact: Total Cost: <u>\$50,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Washington Office of Traffic Safety Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: no match required	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.	
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? Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.	

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

Therapeutic Courts 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 Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the 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 \$50,000.
 - A) Of the increased revenue, \$50,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
- 2) Increase appropriation by \$50,000.
 - A) Of the increased appropriation, \$50,000 is provided solely for procurement of drug tests.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Washington Traffic Safety Commission's DUI court grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

23 - Administrative Office of the Courts – DVITC Grant SBO

Delaney, Howard

Council Sponsors: CP Beggs/CM Wilkerson
\$714,808 in grant award for Therapeutic Court and Community Justice Counselors. See attached briefing paper for more details.

| For Information

Attachments

[DVITC Grant SBO Briefing Paper.docx](#)

[DVITC Grants SBO.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Spokane Municipal Court
Contact Name	Howard Delaney
Contact Email & Phone	hdelaney@spokanecity.org , 625-4450
Council Sponsor(s)	CP Beggs/CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Administrative Office of the Courts – DVITC Grant SBO
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Domestic Violence Intervention Therapeutic Court Grant</p> <p>The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023. The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The creation of a Domestic Violence Intervention Therapeutic Court will provide eligible defendants detailed risk and needs assessment(s) based on the Ontario Domestic Assault Risk Assessment, Michigan Alcoholism Screening Test, Kessler Psychological Distress Scale, and Ohio Risk Assessment System – Community Supervision Tool creating individualized case plans and intervention strategies incorporating domestic violence intervention treatment, substance use disorder treatment (including Medically Assisted Treatment), and mental health treatment as required. The DVITC will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and a multidisciplinary team providing wrap around services to overcome identified barriers and criminogenic needs. The Community Justice Counselors will be the primary case managers of the DVITC participants ensuring intervention strategies, community resources, and cognitive behavioral techniques and therapies are applied correctly and within best practices.</p> <p>On July 20, 2022, the Washington State Administrative Office of the Courts provided notice to the Court that a quick grant submission in June 2022 was approved funding the above request to develop and implement a new Domestic Violence Intervention Therapeutic Court. The grant award shall fund two dedicated full-time Project Community Justice Counselors, Project Community Justice Specialist, funding for Domestic Violence Intervention Treatment, as well as annual funding streams for cell phones and phone cards, bus passes, transitional housing, drug testing, and to cover an inter-local agreement with a licensed physician to provide Medically Assisted Treatment (MAT) to qualified participants.</p> <p>The DVITC will incorporate a multidisciplinary team (MDT) of substance use, mental health, and domestic violence professionals along with members of the Spokane Police Domestic Violence Unit, Spokane</p>

Prosecutor's Office, Spokane Public Defender's Office, Municipal Court, and Community Justice Services. The MDT will work cohesively following core competencies of each defined member including obtaining National and Regional training. Wraparound services will be established to ensure participants receive the community support to address dynamic risk factors and identified targeted treatment needs. Each participant will be required to participate in a 7-day a week, 365 day a year, randomized drug testing which will be paid for by, and through, the AOC grant. The DVITC will utilize sustainable incentives and appropriate sanctions associated with written rules and guidelines outlined in a participant handbook. The DVITC will have a defined 133 datapoints that will be tracked from first appearance to entry into the DVITC and the progress through the program and beyond completion. The data will be analyzed bi-monthly to analyze trends and identify areas of improvement to reach the DVITC program goals.

The AOC funding award includes the following:

1. Therapeutic Court Grant Award:

Personnel Salaries & Benefits	\$70,018.00
Staff Equipment & Training	\$6,000.00
Treatment Services/Compliance Monitoring	\$320,000.00
Other Participant Services*	\$25,000.00
Total Request for these Grant Funds:	\$421,018.00

* Includes other supportive services meant to ensure participant success – e.g. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water, and snacks, but excluding program incentives that would constitute a "gift."

2. Community Justice Counselors Grant Award:

Personnel Salaries & Benefits	\$220,000.00
Staff Equipment & Training	\$12,000.00
Treatment Services/Compliance Monitoring	\$25,000.00
Other Participant Services*	\$36,800.00
Total Request for these Grant Funds:	\$293,800.00

Funding for Therapeutic Courts	\$421,018
Funding for Comm. Just. Counselors	\$293,800
Total:	\$714,818

Proposed Council Action	Approve SBO on January 23, 2023
Fiscal Impact Total Cost: <u>\$714,818</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: AOC DVITC Grants Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The Spokane Municipal Court and each of the existing and future therapeutic courts 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. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.	
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 Domestic Violence Intervention Therapeutic 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 DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The Domestic Violence Intervention Therapeutic 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 DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.	
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 development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.	

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the 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 \$714,818.
 - A) Of the increased revenue, \$714,818 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Therapeutic Court.
- 2) Increase appropriation by \$714,818.
 - A) Of the increased appropriation, \$290,018 is provided solely for personnel salaries and benefits.
 - B) Of the increased appropriation, \$18,000 is provided solely for staff equipment and training.
 - C) Of the increased appropriation, \$345,000 is provided solely for treatment services and compliance monitoring.
 - D) Of the increased appropriation, \$61,800 is provided solely for other participant 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 accept the Administrative Office of the Courts DVITC grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

24 - Executive Session

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

25 - Adjournment

26 - Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on February 13, 2023.