

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 18, 2019

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL BRIEFING SESSION – 3:30 P.M.
COUNCIL CHAMBERS
CITY HALL, 808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

TOWN HALL/LEGISLATIVE SESSION – 6:00 P.M.
EAST CENTRAL COMMUNITY CENTER
500 S. STONE ST.
SPOKANE, WA 99202

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@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.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|------------------------------|
| 1. Purchase of a Cimline Crack Sealer for the Street Department from Special Asphalt Products using HGAC Buy Contract #SM10-18A (Spokane, WA)—\$72,662.08 (incl. tax).
David Paine | Approve | OPR 2019-0194 |
| 2. CDBG-Funded Subrecipient Contract with Spokane Neighborhood Action Partners (Spokane, WA) to perform day-to-day management of the Rental Repair Pilot loan program—\$382,283.
Paul Trautman | Approve | OPR 2019-0195
BID 4076-14 |
| 3. Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2019, through December 31, 2019—\$126.43 per hour.
Brian McGinn | Approve | OPR 2019-0196 |
| 4. Contract with Floyd & Kane, PLLC. (Spokane, WA) to provide legal services and advice to the City regarding workers' compensation matters on an as-requested basis from January 1, 2019, through December 31, 2020—Not exceed \$200,000.
Chris Cavanaugh | Approve | OPR 2019-0197 |

- 5. Report of the Mayor of pending: Approve & Authorize Payments CPR 2019-0002
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Payroll claims of previously approved obligations through _____, 2019: \$_____.

- 6. City Council Meeting Minutes: _____, 2019. Approve All CPR 2019-0013

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL/ LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at East Central Community Center, 500 S. Stone St.)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C35697

Reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code. (Deferred from February 25, 2019, Current Agenda.)

Council Member Burke

ORD C35745 Relating to disposal rates of uncovered loads, amending SMC section 13.02.0570; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.
David Paine

FIRST READING ORDINANCES
(No Public Testimony Will Be Taken)

ORD C35749 Updating the regulations for personal transportation devices; amending SMC sections 10.17.020, 10.17.030, 10.17.050, 10.17.080, 16A.62.010, 16A.62.030 and 16A.62.040; and enacting a new section 16A.62.035 of the Spokane Municipal Code. [Allows for permanent operation of a shared mobility program (formerly known as bikeshare) in the City of Spokane.]
Brandon Blankenagel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 18, 2019
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The March 18, 2019, Regular Legislative Session of the City Council is adjourned to March 25, 2019.

NOTES



Agenda Sheet for City Council Meeting of:

03/18/2019

<u>Date Rec'd</u>	3/5/2019
<u>Clerk's File #</u>	OPR 2019-0194
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	D0527885

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	DAVID PAINE 625-7706
<u>Contact E-Mail</u>	DPAIN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF CRACK SEALER

Agenda Wording
 Fleet Services would like to purchase a Cimline Crack Sealer for the Street Department from Special Asphalt Products, using HGACBuy Contract #SM10-18A for \$72,662.08, including tax.

Summary (Background)
 The Cimline Crack Sealer will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a Cimline Crack Sealer for the Street Department. Funding for this purchase is included in the Street Replacement Budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 72,662.08		# 5110-71700-94000-56413
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CRYE, COLBY	<u>Study Session</u>	March 4, 2019
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	ceharris, mmartinez, dpaine	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase a Cimline Crack Sealer
Date:	March 4, 2019
Author (email & phone):	David Paine; dpaine@spokanecity.org ; 625-7706
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History:	
Fleet Services would like to purchase a Cimline Crack Sealer for the Street Department using HGACBuy Contract #SM10-18A for \$72,662.08, including tax.	
Executive Summary:	
<u>Impact</u>	
<ul style="list-style-type: none"> The Cimline Crack Sealer will replace equipment that has reached the end of its economic life. 	
<u>Action</u>	
<ul style="list-style-type: none"> Recommend approval for the purchase of a Cimline Crack Sealer for the Street Department. 	
<u>Funding</u>	
<ul style="list-style-type: none"> Funding for this purchase is included in the Street Replacement Budget. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specify changes required:	
Known challenges/barriers:	



**CONTRACT PRICING
WORKSHEET**
For Catalog & Price Sheet Type Purchases

Contract No.: SM10-18A

Date Prepared: 2/20/2019

This Worksheet is prepared by Contractor and given to End User. Please send copy to Gary McGee, gmcege@cimline.com

Buying Agency:	City of Spokane	Contractor:	Cimline Pavement Maintenance Group-Duraco/Cimline
Contact Person:	Micela Martinez	Prepared By:	John Dodge, Special Asphalt Products
Phone:	509-625-7823	Main:	800-953-6490
Cell:	509-368-1476	Cell:	509-981-8066
Email:	mmartinez@spokanecity.org	Email:	john@specialasphalt.com

Catalog / Price Sheet Name:	Cimline Pavement Maintenance Group-Cimline/Duraco
General Description of Product:	Cimline Crack sealer, model M2DH

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	M2DH, 230 GALLON HEATED HOSE, 301389	52650	52650
1	ENGINE COVER, 409127	2025	2025
1	ENGINE COVER INSULATION, 409227	450	450
1	LED FLASHING ARROW BOARD, 409117	2340	2340
1	AGGITATOR STOP, 404378	900	900
1	SPARE TIRE AND MOUNT, 408332	540	540
1	HIGH FLOW MATERIAL OPTION, 408327	90	90
1	INTEGRATED HEAT LANCE UPGRADE, 409279	4950	4950
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			63945

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

FREIGHT IS F.O.B. Spokane, WA	2500
PDI (Pre Delivery Inspection)	340
Subtotal C:	2840

Delivery Date: 4 KWS ARO	D. Total Purchase Price (A+B+C):	66785
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Agenda Sheet for City Council Meeting of:

03/18/2019

Date Rec'd	2/27/2019
Clerk's File #	OPR 2019-0195
Renews #	

Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	OPR 2019-0038
Contact Name/Phone	PAUL 625-6329	Project #	
Contact E-Mail	PTRAUTMAN@SPOKANECITY.ORG	Bid #	4076-14
Agenda Item Type	Contract Item	Requisition #	CR 20310000
Agenda Item Name	1680 - RENTAL REPAIR PROGRAM MANAGEMENT CONTRACT WITH SNAP		

Agenda Wording

CDBG-funded Subrecipient contract with Spokane Neighborhood Action Partners (SNAP) to perform day-to-day management of the Rental Repair Pilot loan program.

Summary (Background)

SNAP provides program management services for the CDBG-funded Single Family Rehabilitation program following its successful bid under RFP 4076-14. For calendar year 2019, the CHHS Board approved expanding loan eligibility to rental properties. This Rental Repair Pilot will provide loans to owners of small rental housing properties serving low-income renters at affordable rents.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 382,283	# 1695-95577-51010-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	2/25/2019
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	honekamp@snapwa.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	allen@snapwa.org	
<u>Additional Approvals</u>		lepinski@snapwa.org	
<u>Purchasing</u>	WAHL, CONNIE	cbrown@spokanecity.org	
<u>GRANTS &</u>	BROWN, SKYLER	CHHSaccounting@spokanecity.org	
		cwahl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This interlocal relationship has been in effect since 1996.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Community, Housing, and Human Services (CHHS)
Subject:	CDBG contract for the Rental Repair Pilot program
Date:	February 25, 2019
Author (email & phone):	Paul Trautman ptrautman@spokanecity.org 625-6329
City Council Sponsor:	Breean Beggs, Committee Chair
Executive Sponsor:	Kelly Keenan, CHHS Director
Committee(s) Impacted:	PIES and Urban Experience
Type of Agenda item:	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	2015-2020 Consolidated Plan
Strategic Initiative:	Expand the supply of decent, safe, sanitary, and affordable housing.
Deadline:	March 31, 2019
Outcome:	Improve quality of existing rental housing by offering property improvement loans to owners of small rental properties serving low-income renters.
Background/History: The CHHS Board has approved a CDBG-funded Rental Repair Pilot program to provide repair loans to owners of small rental properties. HUD requires that repaired properties serve low-income renters at affordable rents. This program is an extension of the longstanding Single Family Rehabilitation loan program. This program will be delivered by SNAP.	
Executive Summary: CHHS staff, Board, and Affordable Housing Committee have created the Rental Repair loan product for repairs to small rental properties in the City of Spokane. These loans will improve housing quality, tenant safety, energy efficiency, and appearance of 1 – 7 unit rental properties. This program utilizes CDBG funds which triggers certain federal regulations, including: prevent tenant displacement, repair hazardous lead-based paint, serve low-income renters, and charge affordable rent. Additional restrictions were added, such as: prioritized repairs, borrower eligibility, property eligibility, and loan provisions. The Rental Repair Pilot program outline is attached.	
Budget Impact: Approved in current year budget? X Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes X No If new, specify funding source: Other budget impacts: Generates CDBG Program Income to the CHHS Revolving Loan Fund	
Operations Impact: Consistent with current operations/policy? X Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes X No Specify changes required: No Known challenges/barriers: None	

Rental Repair Pilot

Sub-Program of Single Family Rehabilitation

Program Outline

BACKGROUND and PURPOSE

Since 1978, the City of Spokane Single Family Rehabilitation program has provided over 3,400 loans to low-income homeowners for needed in-home health and safety repairs. This program received a 1998 HUD John J. Gunther Blue Ribbon Practices in Housing award. The City has delivered this program under contracts with various professional program managers. From 2004-2013, this program expanded to include a Rental Improvement Program offering loans up to \$10,000 repaid at 3% interest over 10 years for privately-owned 1-4 unit rental properties. This program was underutilized at about 20 loans over 9 years.

Given renewed interest in both homeowner and renter housing quality, this 2019 Rental Repair Pilot will provide loans to owners of small rental properties to improve housing quality, tenant safety, energy efficiency, and appearance. Each property must meet minimum HUD standards and compliance including: Uniform Relocation Act (URA); HUD Title X Lead Based Paint; at least 51% of occupants at/below 80% of Area Median Income (AMI); and all units renting at/below HUD Fair Market Rent (FMR) for 5 years.

PROGRAM ELIGIBILITY

ELIGIBLE PROPERTY

Program Manager will determine eligible rental properties based on the following criteria:

- At minimum, 51% of units are rented by tenants at/below 80% AMI
- All units have monthly rent at/below HUD FMR (determined the affordable rent standard)
- Property will be operated as rental housing for at least 5 years
 - Property has 7 or fewer units
 - All Mandatory repairs can be completed at project completion within available loan funds
 - The property cannot be for sale

ELIGIBLE BORROWER

Borrowers must be eligible, responsible, businesslike, and creditworthy. An eligible borrower will be the legal owner of the rental property and shall agree to meet all HUD and Pilot program requirements. A responsible borrower will have no unresolved Fair Housing complaint, Code Enforcement complaint, or Building Official substandard property listing. A businesslike borrower will demonstrate pride of ownership, competent property management, unit leasing in compliance with the Washington State Landlord-Tenant Act, adequate property records, and ability to pay all rental-property expenses (including this loan) from rent proceeds. A creditworthy borrower will be current on property taxes, hazard insurance, and any mortgage payments; have a good credit; have good payment history on any mortgage or lien; no unresolved judgement or lien; no Chapter 7 bankruptcy that is not discharged; and no Chapter 13 bankruptcy not current on payments.

ELIGIBLE REPAIRS

This program is funded with HUD CDBG funds that cannot be used for luxury improvements (e.g. non-standard work, air conditioning (unless medically required), new housing construction, or building footprint expansion (e.g. accessory dwellings or additions). All repairs must be program-

and CDBG-eligible. Repairs can be applied to rental unit interiors, building exteriors, and tenant common areas. This program includes Mandatory, Priority, and Secondary repairs.

Mandatory Repairs:

All Mandatory repairs must be completed at the completion of a Rental Repair Pilot project so that no rental property or unit within that property is partially safe at project completion.

Mandatory repairs include building components that:

- Violates HUD Housing Quality Standards (HQS)
- Must be addressed under HUD Title X Lead Based Paint regulation
 - Declared noncompliant by City Code Enforcement and/or Building Official
 - Failing Orangeburg sewer pipe (if present)
 - Roofing with less than 5 years of useful life

Priority Repairs:

Priority repairs are eligible and suggested but not required. Priority repairs include:

- Security (e.g., CPTED, lighting, new locks, security cameras)
- Improve interior health (e.g., manage excess water/moisture, ventilate, replace carpet with hard surface flooring, paint all surfaces, pest management)
- Improve handicap accessibility in at least 1 unit
- Improve energy efficiency (e.g., insulation, low-flow plumbing, new furnace)

Secondary Repairs:

Secondary repairs are eligible and optional to borrowers seeking additional repairs within available loan funds. A borrower must demonstrate that Priority repairs are satisfied before expanding a scope of work to include Secondary repairs. Secondary repairs include:

- Update aged/damaged fixtures (e.g., cabinets, countertops plumbing fixtures)
- Improve exterior appearance (e.g., siding, painting, sidewalk repair, and xeriscape if a demonstrated need)

All program-funded repairs shall be completed under a general construction contract between the borrower and a program-approved contractor that is facilitated by the Program Manager.

Property owners cannot perform program-funded repairs. Permits must be purchased and final inspections passed.

ELIGIBLE PROJECTS

Due to HUD funding, specific regulations apply to rental housing projects. This includes:

- At project application (or vacant unit lease-up), at least 51% of units¹ shall be occupied by tenants at/below 80% AMI (defined by HUD Part 5) and paying rent at/below HUD FMR.
- Projects must comply with rent and income restrictions for a minimum of 5 years.
- Tenants are protected by URA, including: tenant notices, 1-year rent freeze, reasonable conditions during construction, no-cost temporary move if needed, and 5 years of tenant income & rent reporting.
- Compliance with Fair Housing, Affirmative Marketing, and lead-based paint regulations.

PROGRAM MANAGEMENT

The procured Program Manager will manage the Rental Repair Pilot program in tandem with the related Single Family Rehabilitation Program. The Program Manager will determine eligible properties, borrowers, tenants, and rents; develop the construction scope of work; calculate maximum loan amount; document appropriate rents and tenant incomes; determine necessary tenant

Rental Repair Pilot

Sub-Program of Single Family Rehabilitation

Program Outline

BACKGROUND and PURPOSE

Since 1978, the City of Spokane Single Family Rehabilitation program has provided over 3,400 loans to low-income homeowners for needed in-home health and safety repairs. This program received a 1998 HUD John J. Gunther Blue Ribbon Practices in Housing award. The City has delivered this program under contracts with various professional program managers. From 2004-2013, this program expanded to include a Rental Improvement Program offering loans up to \$10,000 repaid at 3% interest over 10 years for privately-owned 1-4 unit rental properties. This program was underutilized at about 20 loans over 9 years.

Given renewed interest in both homeowner and renter housing quality, this 2019 Rental Repair Pilot will provide loans to owners of small rental properties to improve housing quality, tenant safety, energy efficiency, and appearance. Each property must meet minimum HUD standards and compliance including: Uniform Relocation Act (URA); HUD Title X Lead Based Paint; at least 51% of occupants at/below 80% of Area Median Income (AMI); and all units renting at/below HUD Fair Market Rent (FMR) for 5 years.

PROGRAM ELIGIBILITY

ELIGIBLE PROPERTY

Program Manager will determine eligible rental properties based on the following criteria:

- At minimum, 51% of units are rented by tenants at/below 80% AMI
- All units have monthly rent at/below HUD FMR (determined the affordable rent standard)
- Property will be operated as rental housing for at least 5 years
 - Property has 7 or fewer units
 - All Mandatory repairs can be completed at project completion within available loan funds
 - The property cannot be for sale

ELIGIBLE BORROWER

Borrowers must be eligible, responsible, businesslike, and creditworthy. An eligible borrower will be the legal owner of the rental property and shall agree to meet all HUD and Pilot program requirements. A responsible borrower will have no unresolved Fair Housing complaint, Code Enforcement complaint, or Building Official substandard property listing. A businesslike borrower will demonstrate pride of ownership, competent property management, unit leasing in compliance with the Washington State Landlord-Tenant Act, adequate property records, and ability to pay all rental-property expenses (including this loan) from rent proceeds. A creditworthy borrower will be current on property taxes, hazard insurance, and any mortgage payments; have a good credit; have good payment history on any mortgage or lien; no unresolved judgement or lien; no Chapter 7 bankruptcy that is not discharged; and no Chapter 13 bankruptcy not current on payments.

ELIGIBLE REPAIRS

This program is funded with HUD CDBG funds that cannot be used for luxury improvements (e.g. non-standard work, air conditioning (unless medically required), new housing construction, or building footprint expansion (e.g. accessory dwellings or additions). All repairs must be program-

and CDBG-eligible. Repairs can be applied to rental unit interiors, building exteriors, and tenant common areas. This program includes Mandatory, Priority, and Secondary repairs.

Mandatory Repairs:

All Mandatory repairs must be completed at the completion of a Rental Repair Pilot project so that no rental property or unit within that property is partially safe at project completion.

Mandatory repairs include building components that:

- Violates HUD Housing Quality Standards (HQS)
- Must be addressed under HUD Title X Lead Based Paint regulation
 - Declared noncompliant by City Code Enforcement and/or Building Official
 - Failing Orangeburg sewer pipe (if present)
 - Roofing with less than 5 years of useful life

Priority Repairs:

Priority repairs are eligible and suggested but not required. Priority repairs include:

- Security (e.g., CPTED, lighting, new locks, security cameras)
- Improve interior health (e.g., manage excess water/moisture, ventilate, replace carpet with hard surface flooring, paint all surfaces, pest management)
- Improve handicap accessibility in at least 1 unit
- Improve energy efficiency (e.g., insulation, low-flow plumbing, new furnace)

Secondary Repairs:

Secondary repairs are eligible and optional to borrowers seeking additional repairs within available loan funds. A borrower must demonstrate that Priority repairs are satisfied before expanding a scope of work to include Secondary repairs. Secondary repairs include:

- Update aged/damaged fixtures (e.g., cabinets, countertops plumbing fixtures)
- Improve exterior appearance (e.g., siding, painting, sidewalk repair, and xeriscape if a demonstrated need)

All program-funded repairs shall be completed under a general construction contract between the borrower and a program-approved contractor that is facilitated by the Program Manager.

Property owners cannot perform program-funded repairs. Permits must be purchased and final inspections passed.

ELIGIBLE PROJECTS

Due to HUD funding, specific regulations apply to rental housing projects. This includes:

- At project application (or vacant unit lease-up), at least 51% of units¹ shall be occupied by tenants at/below 80% AMI (defined by HUD Part 5) and paying rent at/below HUD FMR.
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relocation and notice; close and document loans; and facilitate repairs in accordance with program and CDBG guidelines.

This program is available citywide. For this initial offering, the Pilot program will be target-marketed to the West Central Neighborhood and The Zone. This provides initial preference for areas having high concentration of rental properties and older homes in below-average condition.

Program Manager may administratively close-out a project for borrower or tenant persistent noncooperation with program requirements.

DOCUMENTATION REQUIREMENTS

The Program Manager will collect the following documentation:

- Occupancy documentation including self-certified tenant incomes where at least 51% of current tenants are at/below 80% AMI and all monthly rents are at/below FMR
- Evidence of delivery of required URA tenant notice(s)
- Pro forma projecting positive cash flow over the loan term (typically a 1.2 Debt Coverage Ratio)
- Demonstrated fiscal viability by Profit & Loss Statement, most recent tax return, or similar
- Borrower's agreement to 1 year of no rent increase and 5-years of affordable housing compliance (51% of renters served at/below 80% AMI and all rents at/below FMR)
- Program loan agreements including a Promissory Note and recorded Deed of Trust
- Written agreements for program-funded construction and loan disbursements

THE LOAN

LOAN AMOUNT

The loan amount will be the total of Rental Repair-paid construction costs. Program Manager, loan closing, recording, appraisal, and program-mandated testing costs will not be added to the loan.

The minimum loan amount is \$10,000. The maximum loan is the lesser of \$15,000 per-unit or 100% combined loan-to-value (CLTV). CLTV includes all existing loans plus the Rental Repair program loan. Property value is calculated by adding 25% of the Rental Repair loan amount to the greater of a) the current Spokane County assessed value, b) averaged Spokane County Assessor comparable sales for last 12 months excluding high and low sales, or c) appraisal needed to reasonably establish sufficient equity.

LOAN TERMS

Loans accrue interest and must be repaid in monthly installments. Loans accrue 3% interest amortized over a 10 year repayment period. CHHS can authorize Program Manager to extend the amortizing loan repayment period up to 20 years at 3.5% interest provided that the additional repayment time is reasonable, required to accomplish adequate debt coverage ratio, and does not exceed the lifespan of program-funded repairs. CHHS can declare loan default for borrower's failure to provide 51% of units serving renters at/below 80% AMI and/or failure to rent all units at/below FMR.

SECURED LOANS

All Rental Repair loans shall be secured with a recorded Deed of Trust upon the property which can be in subordinate lien position. However, all superior loans must be acceptable mortgage debt (e.g., no variable interest rate, no balloon payment within Rental Repair loan term). Program Manager will consider loan risk if the property has cross-collateralized debt.

MANDATORY TENANT PROTECTIONS

FAIR HOUSING & AFFIRMATIVE MARKETING

Borrower must affirmatively market vacant rental units to low-income renters who might not otherwise apply, use the Equal Opportunity Housing logo in advertisements, and display a Fair Housing poster onsite. No applicant can be excluded or denied benefits or subject to discrimination due to federal or state protected class.

UNIFORM RELOCATION ACT (URA)

Borrower must provide required URA notices to tenants. Borrower must maintain reasonable occupancy conditions during construction. Borrower must, at borrower's expense, accommodate URA-required temporary tenant moves (an eligible loan expense). Borrower cannot evict a tenant or refuse to renew a lease to meet or avoid compliance with a HUD requirement. Borrower cannot increase rent during the first year following project completion.

PROVIDE AFFORDABLE RENTAL HOUSING

Following loan execution: For 5 years, borrower must agree to annually report to City CHHS tenant occupancy data demonstrating at least 51% of tenants are at/below 80% AMI and all units are rented at/below HUD FMR.

LOAN SERVICING and COMPLIANCE

The City of Spokane services all loans including: loan payments, payoff, subordination, and refinance requests. The City will enforce loan requirements and can declare an event of default. Events of default can include borrower's failure to: adequately maintain the property; make loan payments; pay hazard insurance and property taxes; and/or satisfy 5-year affordable rental housing requirements.

ⁱ 51% of Units: For duplexes, at least one unit must be occupied by a low-income renter. For triplexes, at least two units must be occupied by low-income renters. For larger properties, 51% of units shall be rounded-up to the next whole number of units. Multiple building rental properties located on the same or contiguous property and under common ownership and management may be considered as "one building" where 51% of all units in that presumed "one building" must be occupied by low-income renters.

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AGREEMENT BETWEEN

**CITY OF SPOKANE AND SPOKANE NEIGHBORHOOD ACTION PARTNERS IN CONJUNCTION
WITH PROGRAM YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT**

1. Grantee Spokane Neighborhood Action Partners (SNAP) 3102 West Fort George Wright Drive Spokane, Washington 99224		2. Contract Amount \$382,283.00	3. Tax ID# 91-1311127	4. DUNS# 180971087
5. Grantee's Program Representative Julie Honekamp, CEO 3102 W Fort George Wright Dr. Spokane, WA 99224 honekamp@snapwa.org (509) 456-7627 ext. 5203		6. City's Program Representative Paul Trautman, Program Manager 808 W. Spokane Falls Blvd Spokane, WA 99201 (509) 625-6329 ptrautman@spokanecity.org		
7. Grantee's Financial Representative Kathy Allen, Fiscal Director 3102 W. Fort George Wright Dr. Spokane, WA 99224 (509) 456-7627 ext. 5301 allen@snapwa.org		8. City's Contract Representative Cassi Brown, Senior Grants Analyst 808 W. Spokane Falls Blvd Spokane, WA 99201 (509) 625-6053 cbrown@spokanecity.org		
9. Grantor Award # B-18-MC-53-0006	10. Start Date 01/01/2019		11. End Date 12/31/2019	
12. Federal Funds CDBG	CFDA # 14.218	Federal Agency U.S. Department of Housing & Urban Development (HUD)		
13. Total Federal Award \$3,259,133.00	14. Federal Award Date 08/29/2018	15. Research & Development? N/A	16. Indirect Cost Rate Agency Allocation Plan	
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input 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 support community-based activities directed toward neighborhood revitalization, economic development, and community services facilities, and improvements pursuant to the Housing and Community Development Act of 1974, Title I, Part 24, Section 570, Public Law 93-383, 88 Stat. 633, 42 U.S.C. 5301-5321. This Agreement is subject to applicable uniform administrative requirements as described in 24 CFR Part 570 and 2 CFR 200, as applicable.				
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: (1) Terms and Conditions, (2) GRANTEE Single Family Rehabilitation Program Guidelines, (3) Attachment "A" - Suspension & Debarment and FFATA Certification, and (4) Attachment "B" - Grantee Billing Form.				

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a CDBG Year 2018 Rental Repair Pilot Program (Program) in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1) Program Delivery.

Activity #1 Provide rental repair loans that improve housing quality, tenant safety, energy efficiency, and appearance to owners of small (1 to 7 unit) rental properties where at least 51% of renters in each property are below 80% of Area Median Income.

Activity Location(s): Various locations within the City of Spokane.

GRANTEE shall perform activities outlined in the Rental Repair Program Outline; governed by its Single Family Rehabilitation Program Management Services Proposal submitted to the City of Spokane November 24, 2014, as incorporated herein by reference; and in accordance with the Single Family Home Rehabilitation Program Guidelines maintained by GRANTEE, also incorporated herein by reference.

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG activities, including general management, oversight, and coordination and training on CDBG requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES.

1) All activities funded with CDBG funds must meet one (1) of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the specific National Objective: to benefit low- and moderate-income persons. This will be accomplished by providing loans to repair rental units occupied by low- and moderate-income households.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The GRANTEE shall provide program management services to deliver ten (10) rental repair loans per year to owners of small rental properties where at least 51% of occupants have income not exceeding eighty percent (80%) of Area Median Income and paying rent not exceeding Fair Market Rent, as described and periodically revised by HUD.

NOTE: The Unit of Measure is defined as one (1) unduplicated rental unit repaired.

D. STAFFING.

GRANTEE shall notify CITY in writing of any changes in the Key Personnel assigned, which shall include qualifications such as a resume.

E. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

At least once annually, the CITY will perform onsite interviews and file review to verify GRANTEE, contractor, project and program compliance with CITY requirements.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the termination date on the FACE SHEET, unless earlier terminated upon mutual agreement of the PARTIES, or upon termination of the CITY’s CDBG Program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other CDBG assets, including program income.

SECTION NO. 3: BUDGET

GENERAL ADMINISTRATION	
General Administration	\$9,225
Subtotal	\$9,225
PROGRAM MANAGEMENT	
Program Salaries & Benefits	\$60,904
Other Program Expenses	\$11,931

	Subtotal	\$72,835
LOAN/CONSTRUCTION		
Construction Loans		\$280,000
Fees, Testing, and Relocation		\$20,223
	Subtotal	\$300,223
	GRAND TOTAL	\$382,283

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the Face Sheet. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

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 formally in writing with an Amendment document to this Agreement. **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 sole responsibility of the GRANTEE.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the Face Sheet of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE’s reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

Payments may be contingent upon certification of the GRANTEE’s financial management system in accordance with the standards specified in 24 CFR 84.21 and 2 CFR 200.302.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via U.S.P.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the GRANTEE Chief Officer.
- B. Communication and details concerning this Agreement shall be directed to the GRANTEE Chief Officers and Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

CITY shall be notified in writing and preferably in advance of any changes to the Single Family Home Rehabilitation Program Guidelines maintained by GRANTEE.

GRANTEE shall check and document verification that selected contractor(s) do not have active exclusions using the Federal System for Award Management (www.sam.gov). This shall be done by printing a copy of the search results.

CITY assumes no liability for construction management, payment of construction draws, and/or warranties.

CITY shall be notified in writing of any changes to GRANTEE policies and procedures regarding the Single Family Rehabilitation Program.

Failure to comply with this Section shall be grounds to terminate this Agreement and the GRANTEE shall be liable to reimburse the CITY for any funds advanced under this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

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

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

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

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force, solely at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage, combined with GRANTEE's General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

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

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

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

G. AMENDMENTS.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

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

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) 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 Office of Management and Budget (OMB) designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

SECTION NO. 8: 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) 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 (1) of the National Objectives of the CDBG 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 CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- 2) Retention
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of 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 for the final time. 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.
- 3) Client Data
The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.
- 4) Disclosure
- a. "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).
 - b. 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.

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

5) Close-outs

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

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available 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 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.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account *is not program income and shall be remitted promptly to the CITY.*

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 578.63

3) 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 B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

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

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the FACE SHEET of this Agreement.

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 HUD 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 HUD 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.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. 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.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit regular Activity Reports to the CITY in conjunction with reimbursement requests on or before the 15th of each month, in the format as described below. These reports shall include program accomplishments and project beneficiary data and shall include, at a minimum, the following information:

- a. Cumulative Contract Goals: completed units, administrative draws, management draws, and loan disbursements.
- b. Monthly Performance Measures: project address, borrower name, household income, race and ethnicity information, elderly status, female head of household status, loan number, loan dollar amount, dates of National Environmental Policy Act (NEPA) review completion, construction notice to proceed, construction completion, lead-based paint activity, and name of general contractor utilized.
- c. Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility.

A sample reporting format shall be provided by the CITY if requested by GRANTEE.

5) 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.

Note: Inventory that is no longer needed by the GRANTEE is subject to Federal Disposition requirements. No inventory shall be relocated without the written permission of the CITY.

D. 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.

2) Travel

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

E. 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 CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) 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 one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use CDBG-assisted real property in a manner that meets a CDBG National 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-CDBG funds for acquisition of, or improvement to, the property. Such 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 CDBG 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-CDBG funds used to acquire the equipment.

SECTION NO. 9: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The GRANTEE agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The GRANTEE shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The GRANTEE also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION NO. 10: 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.

3) 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.

4) 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.

3) “Section 3” Clause

a. Compliance

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 CDBG-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 CDBG-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 CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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 570.200(j), such as worship, religious instruction, or proselytization.

a. Organizations that are directly funded under the CDBG 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.

SECTION NO. 11: 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 CDBG-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.

SECTION NO. 12: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 13: SECTION HEADINGS AND SUBHEADINGS

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

SECTION NO. 14: 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.

SECTION NO. 15: ENTIRE AGREEMENT

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

SECTION NO. 16: BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE 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 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.

SECTION NO. 17: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

CITY OF SPOKANE

SPOKANE NEIGHBORHOOD ACTION PARTNERS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes If yes, answer question 2 below.

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

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

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

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

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

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

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

By: _____
Title: _____
Date: _____

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- Name and address of your organization requesting reimbursement.

- Expense Period (should bill as monthly expenses, January, February, etc.)

- Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.

ATTACHMENT B - GRANTEE BILLING FORM

Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).

Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.

Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

 City of Spokane Grantee Billing Form 2018-2019 CDBG	City Clerk #			
	Vendor ID #		019804	
	FMS Acct #			
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: 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:)		Grantee Certification		
Spokane Neighborhood Action Partners 3102 W. Fort George Wright Dr. Spokane, WA 99224				
Project/Program:	Single Family Rehabilitation Program	By:		
Award Number:	B-18-MC-53-0006	(SIGN IN INK)		
National Objective:	Benefit low/mod individuals.	(TITLE) (DATE)		
Eligibility Code:	LMH-14B			
IDIS Activity ID:		(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	01/01/2019 - 12/31/2019	Billing date:		
Indirect Cost Rate:	Agency Allocation Plan	Expense Period:		
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
GENERAL ADMINISTRATION				
Administration	\$ 9,225.00	\$ -	\$ -	\$ 9,225.00
PROGRAM MANAGEMENT				
Program Salaries & Benefits	\$ 60,904.00	\$ -	\$ -	\$ 60,904.00
Other Program Expenses	\$ 11,931.00	\$ -	\$ -	\$ 11,931.00
LOAN/CONSTRUCTION				
Construction Loans	\$ 280,000.00	\$ -	\$ -	\$ 280,000.00
Fees, Testing, and Relocation	\$ 20,223.00	\$ -	\$ -	\$ 20,223.00
GRAND TOTAL	\$ 382,283.00	\$ -	\$ -	\$ 382,283.00
Contract Amount (auto populated)		\$ 382,283.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 382,283.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

ATTACHMENT B - GRANTEE BILLING FORM

This form MUST be submitted with the Billing Form. Request for reimbursement may not be processed without this form.

Payee Expense Report					
Organization:	SNAP	Grant #:	B-18-MC-53-0006	City Clerk #:	
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report								
Organization:	SNAP	Grant #:	B-18-MC-53-0006	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked <small>(100% of time on ALL activities)</small>	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Program Income Report

Organization: SNAP

Grant #: B-18-MC-53-0006

City Clerk #:

Prepared By:

Title:

Date:

Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.

Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
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		\$ -	
		\$ -	
Total Expenses Paid with Program Income Requested this Period		\$ -	



Agenda Sheet for City Council Meeting of:

03/18/2019

Date Rec'd	12/16/2014
Clerk's File #	OPR 2019-0196
Renews #	
Cross Ref #	OPR2016-0307
Project #	
Bid #	
Requisition #	

Submitting Dept	HEARING EXAMINER
Contact Name/Phone	BRIAN MCGINN 6010
Contact E-Mail	BMCGINN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0570, INTERLOCAL WITH SPOKANE COUNTY FOR HEARING EXAMINER SVCS.

Agenda Wording

Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2019 through December 31, 2019, \$126.43 per hour.

Summary (Background)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$126.43 per hour or at a negotiated rate . . .

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Revenue	\$ \$126.43 hr	# 0570-51500-99999-34149
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	krthompson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	DHubert@spokanecounty.org	
<u>Additional Approvals</u>		GVASQUEZ@spokanecounty.org	
<u>Purchasing</u>		State Auditor	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This interlocal relationship has been in effect since 1996.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RECEIVED

FEB 19 2019

CITY CLERK'S OFFICE

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE
FOR HEARING EXAMINER SERVICES**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

RECITALS

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, David W. Hubert is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

-- In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct

administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate **ONE HUNDRED TWENTY SIX AND 43/100 DOLLARS (\$126.43) per hour**, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked, and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered an employee, agent, or representative of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. **Payment shall be made payable to the City of Spokane** and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2019, and run through December 31, 2019, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of.

8. INDEMNIFICATION.

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

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

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

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

E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.

9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, or posted on each of the parties' websites.

14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 12th day of February 2019.



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

19 - 0 1 2 7

Date: _____

ATTEST:

City Clerk

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary Z. Kuney
MARY KUNEY, CHAIR

Al French
AL FRENCH, VICE-CHAIR

Josh Kerns
JOSH KERNS, COMMISSIONER

CITY OF SPOKANE

By: _____

Title: _____

Approved as to form:

Pat Deak
Assistant City Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL)
COOPERATION AGREEMENT BETWEEN SPOKANE)
COUNTY AND THE CITY OF SPOKANE FOR)
HEARING EXAMINER SERVICES)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

WHEREAS, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, David W. Hubert is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chair of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2019 through December 31, 2019 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED TWENTY-SIX AND 43/100 DOLLARS (\$126.43) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 12th day of February, 2019.



ATTEST:

Gianna Vasquez
Gianna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

Al French
AL FRENCH, VICE CHAIR

Josh Kerns
JOSH KERNS, COMMISSIONER



Agenda Sheet for City Council Meeting of:

03/18/2019

Date Rec'd	3/4/2019
Clerk's File #	OPR 2019-0197
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PD THROUGH

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	CHRISTINE X6383
Contact E-Mail	CCAUNAUGH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5810 - WC LEGAL SERVICES

Agenda Wording

Contract with Floyd & Kane, PLLC to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding workers' compensation matters on an as-requested basis, beginning 1/1/19 through 12/31/20. Cost not to exceed \$200,000.

Summary (Background)

Greg Kane has been providing outside legal counsel for workers' compensation matters since 2013. He moved to a new firm in 2019.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 200,000	# 5810-78500-17680-54601-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CAVANAUGH, CHRISTINE	<u>Study Session</u>	
<u>Division Director</u>	CAVANAUGH, CHRISTINE	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	ccavanaugh@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mlowmaster@spokanecity.org	
<u>Additional Approvals</u>		rkokot@spokanecity.org	
<u>Purchasing</u>		gkane@floydkane.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This interlocal relationship has been in effect since 1996.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



City of Spokane
OUTSIDE COUNSEL CONTRACT

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **GREGORY KANE** and the firm of **FLOYD & KANE, PLLC**, whose address is 421 West Riverside Avenue, Suite 665, Spokane, Washington 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Firm shall act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding workers' compensation matters on an as-requested basis, consistent with applicable laws and this Contract. The Firm shall comply with the attached "General Terms and Conditions for Outside Counsel".
2. **CONTRACT TERM.** The Contract shall begin January 1, 2019 and run through December 31, 2020. This Contract may be renewed on an annual basis by written agreement of the parties. The City reserves the right to terminate this Contract, with or without cause, as determined in the sole discretion of the City Attorney.
3. **COMPENSATION.** The City shall pay the hourly fees and other charges as stated in the attached exhibit, up to a maximum amount of **TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00)**, as full compensation for everything furnished and done under this contract.
4. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
5. **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.
6. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

7. INSURANCE. During the term of the Contract, the Firm shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability (E&O) Insurance with a combined single limit of not less than \$4,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. If coverage is to be provided on a claims-made basis, the Firm shall warrant that any policy retroactive date precedes the effective date of the Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by the Contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and shall have a rating of A- or higher by A.M. Best. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. Any self-insured retentions must be declared to, and approved by the City. If not approved, the City may require that the insurer reduce or eliminate the self-insured retentions with respect to the City, its officers, agents, employees and volunteers. Any modification or variation from these insurance requirements shall be made by the Office of the City Attorney and/or the City's Risk Manager in the City's sole discretion.

8. INDEMNIFICATION. The Firm shall indemnify the City, its officers and employees, from and against all direct damages, liability, cost and expense proximately caused by the negligent performance of the Firm's professional obligations under this Contract, subject to such defenses as the Firm may have under applicable law to a claim for negligence in the performance of its obligations. The Firm shall have no liability hereunder for punitive, consequential, special or other indirect damages. This indemnification is solely for the benefit of the City and no third party beneficiary or other rights shall be created under this section.

9. DEBARMENT AND SUSPENSION.

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

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

11. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.
- B. 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.
- C. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- D. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

FLOYD & KANE, PLLC

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:
General Terms and Conditions for Outside Counsel and Fee Schedule
Certificate Regarding Debarment

GENERAL TERMS AND CONDITIONS FOR OUTSIDE COUNSEL

I. SCOPE OF REPRESENTATION

- A. The Firm will be engaged on a case-by-case basis to represent the City, and if applicable, its employees and elected officials in lawsuits which are filed in superior court or federal district court. Specific assignments may include investigation of claims, all aspects of litigation, appeals, and additional legal representation or consultation tasks as assigned by the City Attorney. If a conflict of interest arises between the City and any department employee, it will be resolved in accordance with the Rules of Professional Conduct.
- B. Interaction with the City.
Unless prohibited by the Rules of Professional Conduct, the Firm's interaction with the City will comply with the following guidelines:
1. The City Attorney must be given advance notice of any significant decisions in order to be able to participate fully in making the decisions.
 2. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to be able to participate fully in decisions regarding such documents.
 3. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.
 4. The City Attorney must fully participate in all deliberations and decisions regarding possible settlement of a case.
 5. The City Attorney must participate in the selection of all consultants or experts. No subcontracting is permitted under the Contract without the specific authorization of the City Attorney.
 6. Any extensive legal research proposed by the Firm must be discussed in advance with the City Attorney.
 7. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.
- C. The City reserves the right to designate a specific attorney(s) in the Firm to work on specific matters as lead counsel or associate lead counsel for the services rendered pursuant to any referral contract. The City further reserves the right to approve any attorney offered to provide services.
- D. Conflicts of Interest.
The Firm or attorney who is selected to represent the City must disclose any actual or potential conflict of interest, and will be prohibited from engaging in or carrying on, any legal work on behalf of any client that is directly adverse to the City or its interests without the specific written consent and waiver of the Office of the City Attorney. Waivers will be evaluated on a case-by-case basis. The Firm or attorney engaged to represent the City shall have a continuing duty to disclose such information. The Office of the City Attorney will NOT sign "blanket" waivers.

- E. Confidential Information.
All confidential communications between the City, its officers, employees or agents, and the Firm, whether oral or written, and all documentation whether prepared by the Firm or the City shall be considered privileged and shall not be disclosed, except by the written consent of the City Attorney.
- F. Subcontracting.
No portion of the work will be subcontracted without prior written approval of the Office of the City Attorney.
- G. Advertising.
The name of the City shall not be included in any promotional or advertising materials by the Firm without the prior written approval of the City's Attorney's Office.

II. BILLING PROCEDURES

- A. Billing Procedures.
1. Billings by the Firm shall be submitted on a monthly basis.
 2. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-quarter of an hour or less.
 3. Each billing statement shall be set forth for each date services were performed:
 - A brief summary of the services provided.
 - The number of hours, or fractions of hours, spent by each provider.
 - The hourly rates of each of the providers, minus fifteen percent (15.00%) discount for public entities, which will be reflected on invoices.
 4. Expenses and disbursements shall be shown in detail:
 - Air travel shall be approved by the City in advance and is reimbursable at coach rates;
 - The City must not be charged for courier service or other expedited mail delivery, unless the urgency was caused by the City or the City requests the service.
 - Billings for experts or consultants retained by the Firm shall be provided in a substantially similar format as outlined above.
 5. Any changes in outside counsel's fee schedule shall be discussed with the City Attorney prior to implementation.
 6. The Firm has been retained because of its expertise. The City shall not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the Firm without advanced City approval.

7. The City shall not be billed for any time spent in preparing or reviewing the Firm's billings to the City or for internal quality control procedures.
8. Unless approved in advance, the City will not reimburse for time spent by more than one (1) attorney attending meetings, witness interviews, depositions, hearings and the like.

B. Payment.

The Firm shall send its applications for payment to the City Attorney's Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Firm's applications, except as provided by state law.

C. Audit.

The Firm shall keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain the records for at least six (6) years following completion of any work. The Firm shall allow authorized City representatives to review and audit all records relating to services provided under any contract with the City.

FEE SCHEDULE

HOURLY RATES

Gregory Kane [\$250]

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
 - Computerized Legal Research
 - Court Reporter Appearance Fees
 - Deposition (Transcription and/or Video) Fees
 - Fees for Retrieval of Records
 - Mediation or Arbitration Fees
 - Court Costs and Filing Fees
 - Payments to Outside Investigators
 - Expert Witnesses and/or Expert Consultants
 - Court Transcripts
 - Demonstrative Aids
 - Witness Fees
 - Mileage (See General Conditions)
 - All Other Items for which the Firm may advance or incur costs for the City's benefit

**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. 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)



Agenda Sheet for City Council Meeting of:

11/05/2018

<u>Date Rec'd</u>	10/22/2018
<u>Clerk's File #</u>	ORD C35697
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KATE BURKE 625-6275
<u>Contact E-Mail</u>	KATEBURKE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	0320 - ORDINANCE CONCERNING PUBLIC ACCESS TO PUBLIC SPACES AT CITY HALL

Agenda Wording

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides that the first floor of City Hall is a publicly-accessible space during working hours, and that members of the public are welcome unless they are obstructing or interfering with the work of City employees.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PIES Comm., 8/22/2018
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCDANIEL, ADAM		

ORDINANCE NO. C35697

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

WHEREAS, City Hall is a publicly-owned building; and

WHEREAS, the City of Spokane strives to be a transparent government body, and seeks to encourage greater public participation in our local government activities; and

WHEREAS, one of the City's goals, as outlined in its strategic plan, is to "[c]reate a compassionate community so that all people can feel safe, empowered, and welcome"; and

WHEREAS, our strategic plan also calls on the City to "protect vulnerable populations," some of whom are people in Spokane who may have nowhere else to go during the coldest times of the year; and

WHEREAS, the recent "#spokind" City initiative tells the world that "[i]n Spokane, we strive to be a city of kindness," "no matter what you look like"; and

WHEREAS, the lobby of City Hall, on the first, floor, has a designated seating area where people can sit and rest without disturbing the work of City employees; and

WHEREAS, the City Council has determined that a specific statement that certain areas of City Hall are always accessible to the public is required.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 12.05.050 of the Spokane Municipal Code to read as follows:

Section 12.05.050 Public Access to City Hall

- A. City Hall is a public building, owned by the City of Spokane and its people, for the access of, and provision of services to, the people of Spokane.
- B. In addition to other areas to which the public has access during the City's office hours (defined in SMC 03.02.010 as 8 a.m. to 5 p.m., Monday through Friday, public holidays excepted), the first-floor lobby of City Hall is a public area, and any member of the public may enter and remain there during office hours, without time limit. A member of the public may be removed from the first-floor lobby of City Hall if he or she engages in violent or threatening behavior or causes a disturbance which impairs the ability of City employees to conduct City business.

- C. Other areas of City Hall may, by appropriate administrative policy, be designated as non-public areas, to which public access may be restricted during normal City office hours.

- D. The Mayor or the Mayor's Designee may activate City Hall for purposes of a warming center, cooling center, safe air center, or emergency center in compliance with activation criteria set forth in SMC 18.05.020. Any working condition impacts to City of Spokane employees from the activation of City Hall as a warming center, cooling center, safe air center, or emergency shelter may be subject to mandatory bargaining.

- E. All administrative policies which are in conflict with this section are superseded to the extent of the conflict.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

03/11/2019

Date Rec'd	2/27/2019
Clerk's File #	ORD C35745
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	REVENUE
Agenda Item Name	4490-AMENDMENT TO UNCOVERED LOAD FEES SMC 13.02.0570		

Agenda Wording

This ordinance addresses the disposal rates of uncovered loads, amending SMC section 13.02.0570; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

SMC Section 13.02.0570, which was passed by City Council on October 15, 2007, states that an additional fee of \$5.00 will be charged to any load brought in to a disposal site that is not covered or secured, which is in conjunction with RCW 46.61.655 that prohibits uncovered/unsecured loads on public highways. This ordinance will align the City of Spokane with County Ordinance 8.56.330, adding a weight based fee and setting an effective date for enforcement.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Revenue	\$ \$1,000.00	# 4490-44110-37052-34379
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 2/25/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	cconklin@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

After the effective date, any uncovered/unsecured load will be charged an additional \$5.00 if the gross vehicle weight is 8,000 pounds or less and \$10.00 for vehicles over 8,000 pounds gross.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Ordinance Relating to Disposal Rate of Uncovered Loads
Date:	February 25, 2019
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council Approval of this ordinance amending the Spokane Municipal Code, Section 13.02.0570 for fees assessed to uncovered/unsecured loads at disposal sites.
Background/History: <p>This ordinance addresses the disposal rates of uncovered loads, amending SMC section 13.02.0570; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.</p> <p>SMC Section 13.02.0570, which was passed by City Council on October 15, 2007, states that an additional fee of \$5.00 will be charged to any load brought in to a disposal site that is not covered or secured, which is in conjunction with RCW 46.61.655 that prohibits uncovered/unsecured loads on public highways.</p> <p>This ordinance will align the City of Spokane with County Ordinance 8.56.330, adding a weight based fee and setting an effective date for enforcement. Until the effective date, warnings will be given to drivers of loads that are uncovered/unsecured. After the effective date, any uncovered/unsecured load will be charged an additional \$5.00 if the gross vehicle weight is 8,000 pounds or less and \$10.00 for vehicles over 8,000 pounds gross.</p>	
Executive Summary: <ul style="list-style-type: none">• Ordinance addressing disposal rates and effective dates to SMC 13.02.0570.• Changing from a flat rate of \$5.00 to a weight based fee of \$5.00 if gross vehicle weight is 8,000 lbs or less, and \$10.00 if the gross vehicle weight is more than 8,000 lbs.• Warnings will be issued to vehicles that are uncovered/unsecured until the effective date• After the effective date established by this ordinance, fees will be assessed to all loads that are brought in to a disposal site that are not covered or secured based on the gross vehicle weight.	
Budget Impact: <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? Yes No N/A

Requires change in current operations/policy? Yes No N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C35745

AN ORDINANCE relating to the disposal rates of uncovered loads, amending SMC section 13.02.0570; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0570 is amended to read as follows:

13.02.0570 Uncovered Loads

- A. No person shall transport solid waste to a staffed transfer station or disposal site((s)) without securing or covering his/her vehicles waste in such a manner that will prevent spillage. Any vehicle arriving at the transfer station or disposal site(s) that contains waste that is not covered or secured will be charged an additional fee.

- B. For vehicles with gross vehicle weights up to and including eight thousand pounds, the additional charge will be five dollars. (~~A surcharge or fee of five dollars for pickup loads, plus any other applicable charges is assessed for any load not so secured or covered, payable by any person individually, and/or as agent or employee of any other person or entity for which such unsecured or uncovered load is transported.~~) For vehicles with gross vehicle weights over eight thousand pounds, the additional charge will be ten dollars.

- C. Until the effective date, the operator of any vehicle meeting the conditions described in B of this section will be issued a written warning alerting the operator to the requirements of this section.

- D(G). A vehicle transporting sand, dirt or gravel in compliance with the provisions of RCW 46.61.655 is exempt from this section.

Section 2: Effective Date.

This ordinance shall take effect and be in force on _____, 2018.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date



Agenda Sheet for City Council Meeting of:

03/18/2019

Date Rec'd	3/6/2019
Clerk's File #	ORD C35749
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	BRANDON 625-6419	Project #	
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	3200 - SHARED MOBILITY		

Agenda Wording

An ordinance amending Titles 10 and 16A of the Spokane Municipal Code to allow for permanent operation of a shared mobility program (formerly known as bikeshare) in the City of Spokane.

Summary (Background)

Following a successful pilot program in fall 2018 as well as a series of stakeholder meetings, public outreach, and a public survey, City staff in partnership with local business and interested parties have prepared a series of minor amendments to the Spokane Municipal Code to remove regulatory barriers to the continued operation of shared mobility in Spokane, including the use of application-based personal mobility devices (scooters and bikes) within the City.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Urban Experience
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	ODLE, MARI	bmclatchey@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kpicanco@spokanecity.org	
Additional Approvals		kfreibott@spokanecity.org	
<u>Purchasing</u>		kmiller@spokanecity.org	
		sbishop@spokanecity.org	
		fperkins@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Proposed amendments include refinements to definitions regarding the technology involved, helmet requirements, civil infractions, areas within which sidewalk use is prohibited, permit/license requirements for shared mobility programs, and prohibited areas.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Spokane City Council

Division & Department:	Public Works Division / Integrated Capital Management / Neighborhood and Planning Services
Subject:	Shared Mobility (Bikeshare)—Spokane Municipal Code Revisions
Date:	3/6/2019
Author (email & phone):	Brandon Blankenagel (bblankenagel@spokanecity.org) Kevin Freibott (kfreibott@spokanecity.org)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience, Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Hearing <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan—Policy LU1.9; Goal LU4; Goals TR-B and TR-C; Policies TR1, TR6, TR10, TR20, and TR21; Policy ED8.3; Goal DP4; Policies DP4.1 and DP4.2; Policy NE10.1; Goals N1 and N4; Policies N1.1, N2.1, and N4.5; Policy PRS5.1 and PRS5.6.
Strategic Initiative:	
Deadline:	March 25, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Amendments to Spokane Municipal Code Titles 10 and 16A, specifically: SMC 10.17.020, 10.17.030, 10.17.050, SMC 10.17.080, SMC 16A.62.010, SMC 16A.62.030, SMC 16A.62.040, SMC 12.06.100 and a new section, SMC 16A.62.035.

Background/History: *The bikeshare pilot in 2018 quickly became a very popular transportation option in the community. City staff have engaged a stakeholder group to advise policy updates. The stakeholders have met and discussed many aspects of the subject ordinances. A “Policy Partner” tool was used to record and validate helmet safety discussions. Ordinance amendments are required before Shared Mobility vendors can legally operate in Spokane. With a goal of rebooting in spring 2019, these amendments must be accomplished in a short timeframe.*

During the last several months a stakeholder group has met to help shape these updates along with city staff from multiple departments (Engineering, ICM, Planning, etc.). Staff have presented the proposed amendments in general to the Community Assembly Land Use Subcommittee and multiple neighborhood councils. Furthermore, a comprehensive survey was issued following the successful pilot project in 2018. The majority of responses to the program have been positive, both among users of the pilot program and non-users.

Executive Summary:

- *In order to have a Shared Mobility program operational by May, only essential code amendments are being sought at this time. Once the program is operational, additional amendments that may take time to vet with the Council and the community such as further amendments to the helmet law or shared mobility specific items may be considered.*
- *The “Bikeshare” program – to be known as “Shared Mobility Program” requires some base ordinance amendments to be able to reboot in 2019, including changes to the following sections of the Spokane Municipal Code:*
 - *10.17 – Definitions, Helmet Requirements, Penalties*
 - *16A.62 – Definitions, Personal Transportation Devices, Rental of Motorized Personal Transportation Devices (new section), Prohibited Areas*

- *The proposed amendments are attached to this briefing paper for your review prior to the hearing.*
- *Following direction and comment from Council at the Public Safety Committee Meeting on March 4, 2019, the proposed ordinance includes language exempting riders of application-based shared mobility devices from the requirement to wear a helmet in Spokane.*

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source:

Other budget impacts: Overall program may create a small amount of revenue from licensing fees/trip fees. These fees are not a part of this proposed amendment to the SMC.

Operations Impact:

Consistent with current operations/policy? Yes No

Requires change in current operations/policy? Yes No

Specify changes required:

Known challenges/barriers:

For more information, see:

<https://my.spokanecity.org/projects/shared-mobility/>

<https://my.spokanecity.org/projects/bikeshare-pilot-program/>

ORDINANCE NO. C35749

An ordinance updating the regulations for personal transportation devices; amending sections 10.17.020, 10.17.030, 10.17.050, 10.17.080, 16A.62.010, 16A.62.030 and 16A.62.040; and enacting a new section 16A.62.035 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.17.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.020 Definitions

As used in this chapter, the following terms shall have the meanings indicated, unless the context clearly requires otherwise:

A. “Application-based rental of electronically activated personal transportation devices” means a method of renting a personal transportation device solely by means of a smartphone-enabled software application.

~~((A-))~~B. “Approved bicycle helmet” means a head covering designed for safety that shall meet or exceed the requirements safety of standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the Snell Foundation, the ASTM (American Society for Testing and Materials), or other subsequent nationally recognized standard for helmet performance as the City may adopt. The helmet must be equipped with either a neck or chin strap that shall be fastened securely while the wheeled vehicle is in motion.

~~((B-))~~C. “Bicycle” means every device propelled solely by human power:

1. upon which a person or persons may ride, and
2. having two tandem wheels either of which is eleven inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter.
3. Within this chapter, the term “bicycle” shall include any:
 - a. attached trailers,
 - b. side cars, and/or
 - c. other device being towed by a bicycle.

~~((C-))~~D. “Electric-assisted bicycle” means a bicycle with:

1. two or three wheels,
2. a saddle,

3. fully operative pedals for human propulsion, and
4. an electric motor.

~~((D-))~~E. “Electric personal assistive transportation device (EPAMD)” means any device meeting the design characteristics as defined in Title 16A SMC.

~~((E-))~~F. “Guardian” means a:

1. parent,
2. legal guardian,
3. adult with custody, or
4. temporary guardian, who maintains responsibility, whether voluntary or otherwise, for the safety and welfare of a person under the age of sixteen years.

~~((F-))~~G. “In-line skates, roller skates and skate shoes” mean every device which is attached to the rider much like a pair of shoes or boots and which has two or more wheels attached in-line or next to each other beneath, and footwear which has internal or external wheels incorporated as a part the footwear, which wheels are incorporated either in-line or next to each other on the bottom of the footwear.

H. “Personal transportation device” means bicycles, electric-assist bicycles, foot scooters, motorized foot scooters, skateboards, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but excluding motorized wheel chairs, motor driven cycles, mopeds, motorcycles.

~~((G-))~~I. “Public area” means public roadways, sidewalk, bicycle paths, parks or any right- of-way, publicly owned facility or publicly owned property within the City.

~~((H-))~~J. “Scooter” means every device with a platform having two or more wheels beneath it and a balancing handpost or steering device, which the rider balances on top of, and which is propelled solely by human power.

~~((I-))~~K. “Skateboard” means every device with a platform having two or more sets of wheels beneath it, which the rider balances on top of, and which is propelled solely by human power.

Section 2. That section 10.17.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.030 Helmet Required

A. Any person riding or otherwise operating any ~~((bicycle, electric-assisted bicycle, electric personal assistive transportation device, in-line skates, roller skate(s),~~

~~skate shoe(s), scooter or skateboard,))~~personal transportation device as defined in SMC 10.17.020, including any passenger thereon and/ or person being towed thereby, on any public area in the City shall wear an approved bicycle helmet, and shall have either the neck or chin strap of the helmet fastened securely while the device is in motion.

- B. No person shall transport another person on or tow another person on a personal transportation device (~~(listed in subsection (A) of this section)~~) upon any public area in the jurisdiction of the City, unless the passenger is wearing an approved bicycle helmet.
- C. A guardian is responsible for requiring that a child under the age of sixteen (16) years who is under the guardian's care wears an approved bicycle helmet, the neck or chin strap of which is fastened securely, while upon a personal transportation device (~~(listed in subsection (A) of this section)~~)while in motion, or riding as a passenger on a personal transportation device (~~(listed in subsection (A) of this section)~~) in any public area in the City.
- D. It is an affirmative defense to a violation of this section that the guardian responsible for a child under the age of sixteen (16) did require the child to wear an approved bicycle helmet at all times that the child was in the guardian's presence.
- E. It is an affirmative defense to a violation of this section for a person wearing an unapproved helmet that the helmet was furnished in conjunction with his rental, lease or use of a personal transportation device (~~(listed in subsection (A) of this section)~~) by a person or organization engaged in the business of renting, leasing or loaning such devices, and that the helmet was fastened securely while riding.
- F. Provisions of this chapter shall not apply to any wheeled devices such as, but not limited to(~~(, electronic scooters or motor driven)~~) wheelchairs that are designed and utilized for medically related reasons.
- G. For purposes of this chapter, the requirement to wear a helmet shall mean that the helmet shall be worn on the head of the person(s) who is required to wear a helmet with the neck or chin strap of the helmet fastened securely while the device is in motion.
- H. This section does not apply to the application-based rental of electronically activated personal transportation devices by persons eighteen years of age or older.

Section 3. That section 10.17.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.050 Rent, Lease or Loan of ~~((a Bicycle, Electric-assisted Bicycle, Electric)) Personal ((Assistive)) Transportation ((Device, Skateboard, Roller Blades, Roller Skates, Skate Shoes or Scooter)) Devices~~ – Helmet Required

- A. ~~((Any))~~With the exception of application-based rental vendors of electronically activated personal transportation devices, all ((person))persons engaging in the business of renting, leasing or loaning (e.g., “test ride”) any ~~((of the))personal transportation ((devices listed in SMC 10.17.030(A))device~~ for use in any public area in the City shall supply the person(s) renting, leasing or using any of the devices with an approved bicycle helmet along with the devices unless the riders and passengers possess approved bicycle helmets of their own, and offer proof thereof, for use with the device and further shall notify such persons of the requirements of this chapter to wear a helmet meeting the safety standards described in SMC 10.17.020.
- B. The rental, lease or loan documents (contract, agreement, brochure or receipt) shall advise the person renting, leasing or using any of the devices listed in SMC 10.17.030(A) of the helmet requirements of this chapter and of chapter 16A.62, SMC.

Section 4. That section 10.17.080 of the Spokane Municipal Code is amended to read as follows:

Section 10.17.080 Penalties – Civil Infraction

- A. Any person violating SMC 10.17.030(A), SMC 10.17.040(A), SMC 10.17.050(A) or SMC 10.17.060(A) shall have committed a class 4 civil infraction and shall be liable for monetary penalties as set forth in SMC 1.05.210.
- B. The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within one year and provides proof that he has acquired an approved helmet at the time of appearance in court~~((or has taken class on helmet safety sponsored by the Spokane Regional Health District))~~.
- C. A guardian may be cited for a separate violation of this chapter for each child under sixteen (16) years of age riding on or in tow of a device listed in SMC 10.17.030(A) not wearing an approved helmet.
- D. Each rental and each event under subsection (A) of this section shall be a separate violation.

Section 5. That section 16A.62.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.62.010 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. “Application-based rental of electronically activated personal transportation devices” means a method of renting a personal transportation device solely by means of a smartphone-enabled software application.
- ~~((A.))~~ B. “Approved bicycle helmet” means a head covering designed for safety that shall meet or exceed the requirements safety standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the Snell Foundation, the ASTM (American Society for Testing and Materials), or other subsequent nationally recognized standard for helmet performance as the county may adopt. The helmet must be equipped with either a neck or chinstrap that shall be fastened securely while the wheeled-vehicle is in motion.
- ~~((B. “Approved motorcycle helmet” means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chin strap type retention system, with a label required by the Federal Consumer Products Safety Commission as adopted by the Code of Federal Regulations 16 CFR 1203.))~~
- C. ~~((“Congested district — Retail zone”;~~)) “Retail zone of the congested district” ~~((is defined at SMC 16A.04.020.))~~ means, for purposes of this definition, and area bounded:
- On the north by the north line of Spokane Falls Boulevard;
On the west by the west line of Madison Street;
On the south by the south line of BNSF railroad viaduct corridor from Madison Street to Washington Street, the south line of 1st Avenue from Washington Street to Bernard Street and the South line of Sprague Avenue from Bernard Street to Division Street;
On the east by the east line of Division Street.
- The retail zone of the congested district as defined in this section shall also include both sides of Post Street from Spokane Falls Boulevard north to the north landing of the Post Street Bridge.
- D. “Modified or enhanced” means to alter the settings, displacement/horsepower or muffler effect to achieve greater power and/or performance than provided when the unit was delivered from the factory for sale.
- E. “Motorized foot scooter” means a device with no more than two ~~((ten))~~ twelve-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, but may have a seat, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.

F. "Motorized personal transportation device" shall mean motorized foot scooters, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but shall be deemed to exclude motorized wheel chairs, motor driven cycles, mopeds, (~~electrically assisted bicycles,~~) motorcycles.

G. "Motorized skateboard" means every device with a platform having ~~((two))~~ one or more sets of wheels beneath it, which the rider balances on top of, and which is either propelled by an attached or auxiliary, electric or gasoline motor.

H. "Personal transportation device" means bicycles, electric-assist bicycles, foot scooters, motorized foot scooters, skateboards, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but excluding motorized wheel chairs, motor driven cycles, mopeds, and motorcycles.

~~((H.))~~ I. "Street," for the purposes of chapter 16A.62 SMC only, means the entire width between the curb boundary lines, including the shoulder, of every way publicly maintained in the City of Spokane when any part thereof is open to the use of the public for purposes of vehicular travel or parking.

Section 6. That section 16A.62.030 of the Spokane Municipal Code is amended to read as follows:

Section 16A.62.030 Requirements for Operating Motorized Personal Transportation Devices

A. Minimum Age.

No person may operate a motorized personal transportation device on a street, alley, sidewalk, or other public area unless the person is sixteen (16) years of age or older.

B. Passengers – Towing.

Only one person may occupy a motorized personal transportation device at one time. No operator of a motorized personal transportation device may transport passengers or tow other devices or persons behind a motorized personal transportation device.

C. Helmet Required.

~~((4.))~~ Any person operating a motorized personal transportation device ~~((propelled by an internal combustion engine))~~ upon any ~~((upon any))~~ street, alley, or other public area in the City shall wear an approved ~~((motorcycle))~~ bicycle helmet ~~((designed for safety on his or her head and shall have either the neck or chin strap of the helmet fastened securely while the motorized personal transportation device is in motion))~~. This requirement does not apply to the application-based rental of electronically

activated personal transportation devices by persons eighteen years of age or older.

~~((2. Any person operating a motorized personal transportation device propelled by an electric motor, upon any street, alley, sidewalk, or other public area in the City shall wear an approved motorcycle helmet designed for safety on his head and shall have either the neck or chin strap of the helmet fastened securely while the electrically propelled motorized personal transportation device is in motion.))~~

D. Lighting Required.

1. All motorized personal transportation devices, when in use on any street, alley, sidewalk, or other public area during the hours of darkness set forth in RCW 46.37.020 shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front.
2. All motorized personal transportation devices, when in use on any street, alley, sidewalk, or other public area during the hours of darkness shall be equipped with a red reflector on the rear of a type approved by the Washington State Patrol which shall be visible from all distances up to six hundred (600) feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred (500) feet may be used in addition to the red reflector. A light-emitting diode flashing taillight visible from a distance of five hundred (500) feet to the rear may also be used in addition to the red reflector.
3. All motorized personal transportation devices equipped with a head lamp and/or tail lamp, are required to have the lamps on and functioning at all times when the motorized personal transportation device is being operated on street, alley, sidewalk or other public area.

E. Muffler Required.

Motorized personal transportation devices powered by an internal combustion engine shall have a properly functioning engine muffler attached and constantly operational during use of the motorized personal transportation device to prevent a "public disturbance noise" as defined in SMC 10.08.020. The use of a cutout, bypass, or similar muffler elimination device is prohibited on all motorized personal transportation devices powered by an internal combustion engine.

F. Brake Required.

Motorized personal transportation devices shall be equipped with a rear brake which, when applied, will enable the operator to make the braked wheel(s) skid on dry, level, clean pavement.

G. Modifications Prohibited.

Motorized personal transportation devices operated within the City of Spokane shall not be modified or enhanced in design or construction from the specifications provide by the manufacturer, unless to comply with the requirements of this chapter.

Section 7. That there is enacted a new section 16A.62.035 of the Spokane Municipal Code to read as follow:

Section 16A.62.035 Rental of Motorized Personal Transportation Devices

- A. It shall be unlawful to rent application-based electronically activated personal mobility devices in the City of Spokane without first obtaining the written permission of the City obtained pursuant to this section.
- B. The City may, at its sole discretion, create an administrative permit program, issue a request for qualifications, or issue a request for proposals for the application-based rental of electronically activated personal transportation devices usable in public places in Spokane.
- C. Upon the close of any evaluation period concerning requests for qualifications or requests for proposals, the City may select one or more vendor(s) to operate the application-based rental of electronically activated personal transportation devices in Spokane.
- E. Upon selecting a qualified vendor(s), the City may enter into an agreement, subject to City Council approval, under the terms of which the application-based rental of electronically activated personal transportation devices may be conducted in Spokane. Each vendor of the application-based rental of electronically activated personal transportation devices shall operate such rental service at all times in compliance with Chapters 10.17 and 16A.62, SMC.

Section 8. That section 16A.62.040 of the Spokane Municipal Code is amended to read as follows:

Section 16A.62.040 Prohibited Areas

- A. Retail Zone of the Congested District.
It is unlawful for any person to operate or ride upon a motorized personal transportation device upon any (~~street, alley,~~) sidewalk (~~(, public trail, park,)~~) or publicly-owned parking lot in the retail zone of the congested district.
- B. Parks.
Except as otherwise provided in Park Rules, ((~~it~~))it is unlawful for any person to operate or ride upon a motorized personal transportation device in any park, as defined in SMC 12.06.030. Violations of this restriction are subject to the specific

penalties set forth in SMC 12.06.100.

C. Sidewalks.

It is unlawful for any person to operate or ride upon a motorized personal transportation device propelled by an internal combustion engine on any sidewalk.

D. Public Trails.

It is unlawful for any person to operate or ride upon a motorized personal transportation device propelled by an internal combustion engine, on any public trails, including the Centennial Trail, within the Spokane city limits.

E. Certain Streets.

It is unlawful for any person to operate or ride upon a motorized personal transportation device on any street with a speed limit greater than ~~((twenty-five))~~thirty (30) miles per hour, unless the street is equipped with a bicycle facility.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date