

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **April 26, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **187 634 7315** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

**To participate in virtual public comment:**

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, April 26, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**To participate in Open Forum:**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, April 26, and will close at 6:00 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.



**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 the first open forum more often than once per calendar 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**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum 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.

**Rule 2.7        SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15       PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.



- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
  - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.



- f. Up to ten (10) minutes of rebuttal time may 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 (3) minutes to present their 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, APRIL 26, 2021

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**



## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*



## **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.

### **ADDRESSING THE COUNCIL**

- No member of the public 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 and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).



**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 from RCW Group (Tacoma, WA) for two 6-wheel flush trucks using Washington State Contract #01513—\$562,011.48 (incl. tax).<br><b>David Paine</b>   | Approve All | OPR 2021-0268                   |
| 2. Thirty-six-month Leases with Enterprise Fleet Management (Spokane) for five Hyundai Kona Electric Vehicles using Sourcewell Contract #060618-EFM—\$611.38 per vehicle per month. Total Lease Amount: \$110,048.40.<br><b>David Paine</b>   | Approve     | OPR 2021-0269                   |
| 3. One-year Value Blanket Renewal with Transport Equipment for the as needed purchase of Air Brakes—\$100,000.<br><b>David Paine</b>  | Approve     | OPR 2021-0182                   |
| 4. Contract Renewal No. 1 of 4 with United States Electric Corp. (Olympia, WA) for high voltage electrical, technical, and maintenance support services at the Waste To Energy Facility from May 1, 2021, through April 30, 2022—not to exceed \$90,000 (incl. tax).<br><b>Chris Averyt</b> | Approve     | OPR 2020-0418<br>PW ITB 5230-20 |



- |   |                                    |  |
|---|------------------------------------|--|
| <p>5. Second Amendment to Lease Agreement with Ulupalakua Ranch, Inc. (Richland, WA) for the Spokane EnVision Demonstration Site at 130 S. Arthur Street from December 1, 2020, through May 31, 2021—\$97,920. (Relates to Special Budget Ordinance C36041)</p> <p><b>Dave Steele</b></p>   | <p>Approve</p>                     | <p>OPR 2018-0628</p>   |
| <p>6. Authorize Subawards of Emergency Rental Assistance funds to:</p> <p style="padding-left: 40px;">a. Carl Maxey Center—\$385,000.</p> <p style="padding-left: 40px;">b. Family Promise of Spokane—\$2,199,980.</p> <p style="padding-left: 40px;">c. Geocko, Inc. d/b/a LiveStories—\$4,041,003.</p>  | <p>Approve &amp; Authorize All</p> | <p>OPR 2021-0270</p> <p>OPR 2021-0271</p> <p>OPR 2021-0272</p>   |
| <p><b>Margaret Hinson</b></p> <p>7. Subgrant of the Kaiser Permanente National Benefit Foundation funds to Family Promise of Spokane to support families overflow hoteling project required to meet COVID-19 safety protocols—\$80,000.</p> <p><b>Margaret Hinson</b></p>   | <p>Approve &amp; Authorize</p>     | <p>OPR 2021-0255</p>   |
| <p>8. Agreement Amendment with Eccovia Solutions (Salt Lake City, UT) for the Community Management Information System subscription as a service agreement due to increasing license and storage costs—\$58,592. Total Agreement Amount: \$261,245.</p> <p><b>David Lewis</b></p>  | <p>Approve</p>                     | <p>OPR 2016-0959</p>   |
| <p>9. Continuum of Care Grantee Agreement Amendments for the redistribution of funds from two underspending projects as approved by the Spokane City/County Continuum of Care Board, as follows:</p> <p style="padding-left: 40px;">a. Volunteers of America of Eastern Washington and Northern Idaho for:</p> <p style="padding-left: 80px;">(1) Hope House Program—\$56,590;</p> <p style="padding-left: 80px;">(2) Permanent Supportive Housing Program—\$218,641;</p> <p style="padding-left: 80px;">(3) Off-Site Permanent Supportive Housing—\$301,326;</p> <p style="padding-left: 80px;">(4) Samaritan III—\$105,497;</p> <p style="padding-left: 80px;">(5) Hope House 2.0 Permanent Supportive Housing Program—\$251,948.</p> | <p>Approve All</p>                 | <p>OPR 2020-0806</p> <p>OPR 2020-0809</p> <p>OPR 2020-0811</p> <p>OPR 2020-0896</p> <p>OPR 2020-0921</p> |



## b. Catholic Charities of Spokane for:

- |  |               |
|--|---------------|
| (1) St. Margaret's Shelter Transitional Housing Program—\$125,933. | OPR 2020-0817 |
| (2) Rapid Rehousing for Families Program—\$319,543.                | OPR 2020-0819 |
| (3) Homeless Families Coordinated Assessment—\$169,770.            | OPR 2020-0821 |

**Debbie Cato**

## 10. Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2021, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.

Approve &  
Authorize  
Payments

CPR 2021-0002

CPR 2021-0003

- b. Payroll claims of previously approved obligations through\_\_\_\_\_, 2021: \$\_\_\_\_\_.

## 11. City Council Meeting Minutes: \_\_\_\_\_, 2021.

Approve  
All

CPR 2021-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## LEGISLATIVE SESSION

(6:00 P.M.)



(Council Reconvenes in Council Chamber)

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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**COUNCIL COMMITTEE REPORTS**

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

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**LEGISLATIVE AGENDA**

**SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36040      Public Safety Personnel Fund  
FROM: Unappropriated Reserves, \$88,838;  
TO:      Various Accounts, same amount.

(This action budgets for the increasing workload and success of the SPD Behavioral Health Unit.)

**Jennifer Hammond**

ORD C36041      Asset Management Fund  
FROM: Other Rents/Charges, \$97,920;  
TO:      Operating Rentals/Leases, same amount;

and

FROM: General Fund, \$9,000;  
TO:      Various Accounts, same amount;

and

General Fund  
FROM: Unappropriated Reserves, \$9,000;  
TO:      Operating Transfer Out, same amount.



(This action budgets for the extension of the Lease for the Spokane EnVision Center.) (Relates to Consent Agenda Item No. 5) (Council Sponsor: Council President Beggs)

**Dave Steele**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0023 Regarding applications to Amend the City's Comprehensive Plan and Setting the Annual Comprehensive Plan Amendment Work Program. (Deferred from March 29, 2021, Agenda) (Council Sponsor: Council Member Kinnear)

**Louis Meuler**

RES 2021-0029 Approving the Plan Commission's 2021 Work Program. (Deferred from April 12, 2021, Agenda) (Council Sponsor: Council Member Kinnear)

**Louis Meuler**

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for April 26, 2021**  
(per Council Rule 2.1.2)

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## **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, April 26, 2021, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

## **ADJOURNMENT**

The April 26, 2021, Regular Legislative Session of the City Council is adjourned to May 3, 2021.



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## **NOTES**



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/14/2021

**Clerk's File #**

OPR 2021-0268

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

RE19756

**Agenda Item Name**

5100-PURCHASE OF TWO FLUSHER TRUCKS

**Agenda Wording**

The Street Department would like to purchase two 6-wheel flush trucks from RCW Group in Tacoma, WA, using WA State Contract #01513. Total purchase price is \$562,011.48, including tax.

**Summary (Background)**

The two 6-wheel flush trucks will replace units that have reached the end of their economic life. We recommend approval for the purchase of two 6-wheel flusher trucks for the Street Department. Funding for these is included in the Street Department replacement budget. TCO Acquisition Cost: \$281,005 Fuel: \$55,000 Maintenance (based on previous models and usage): \$250,000 Resale (based on previous models): - \$16,000 SUM: \$570,005/vehicle Note: Maintenance may be higher than anticipated above

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 562,011.48

# 5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

4/12/21

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Karen Stratton

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

COTE, BRANDY

**Additional Approvals****Purchasing**

PRINCE, THEA



# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Two Flusher Trucks
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Street Department would like to purchase two 6-wheel flush trucks from RCW Group in Tacoma, WA, using WA State Contract #01513. Total purchase price is \$562,001.48, including tax.	
<b>Executive Summary:</b> <b>Impact</b> <ul style="list-style-type: none"> <li>The two 6-wheel flush trucks will replace units that have reached the end of their economic life.</li> </ul> <b>Action</b> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of two 6-wheel flusher trucks for the Street Department.</li> </ul> <b>Funding</b> <ul style="list-style-type: none"> <li>Funding for these is included in the Street Department replacement budget.</li> </ul> TOTAL COST OF OWNERSHIP- Acquisition Cost: \$281,005 Fuel: \$55,000 Maintenance (based on previous models and usage): \$250,000 Resale (based on previous models): -\$16,000 SUM: \$570,005/vehicle Note: Maintenance may be higher than anticipated above.	
<b>Budget Impact:</b> 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.)	
<b>Operations Impact:</b> 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:	





RWC Group LTD  
Robert Murray  
Manager, Government & Municipal Sales  
2312 Milwaukee Way  
Tacoma, WA 98421

Telephone: (800) 654-5850 (253) 272-8401  
Fax: (253) 383-4281

PROPOSAL OF THE BELOW  
DESCRIBED TRUCK FOR:

City of Spokane

Make/Model <b>HV</b>	Year <b>2021</b>	Truck VIN <b>0</b>
Rear Axle <b>23K</b>	Front Axle <b>20k</b>	Suspension <b>0</b>
Trans Model <b>3000 RDS</b>	Engine <b>L9 370hp</b>	

Important Notes:

Please review for desired options and Operational requirements  
Proposal based on WA State Contract 01513 Item B-2, excel spreadsheet with options and TOPS  
proposal 11553

Finance charges will be assessed for late payments

Sales Price:	<b>\$ 257,567.13</b>	Per Unit - Federal Excise Tax not Included (Need Exemption #)
Subtotal:	<b>\$ 257,567.13</b>	
Net Trade:	<b>\$ -</b>	
Sales Tax:	<b>\$ 23,438.61</b>	
Total Price:	<b>\$ 281,005.74</b>	

Accepted for the Seller by:

Accepted for the Buyer by:

*Robert Murray*

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**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2021-0269

**Renews #****Cross Ref #****Project #****Bid #****Requisition #**

RE19834

**Submitting Dept**

FLEET SERVICES

**Contact Name/Phone**

DAVID PAINE 625-6878

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

5100-LEASE OF 5 KONAS

**Agenda Wording**

The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA, using Sourcewell Contract#060618-EFM. Monthly lease amount is \$611.38 for each vehicle, for 36 months.

**Summary (Background)**

The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols. We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department. Funding for this is included in the Parking Meter Department budget.

Lease? YES

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 110,048.40

# 5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

4/12/21

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Karen Stratton

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

**ACCOUNTING -  
LEASE**

BAIRD, CHRISTI



# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Lease of 5 Hyundai Kona EVs
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:  
 The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount is \$611.38 for each vehicle. The lease is 36 months, for a total of \$110,048.40 for all five vehicles. The residual value of each vehicle at the end of the 36 months is \$16,046.28.

Executive Summary:

Impact

- The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols.

Action

- We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department.

Funding

- Funding for this is included in the Parking Meter Department budget.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:



# Memo

**To:** Spokane City Council Members

**From:** David Paine, Acting Fleet Director  
Nathan Groh, Fleet Project Employee

**Cc:** Tonya Wallace, CFO  
Kris Becker, Director of Development Services

**Date:** March 24, 2021

**Re:** Acquisition of Vehicles for Parking Enforcement

**Request:** Staff requests approval to lease five (5) 2021 new vehicles from Enterprise Fleet Management for a 3-year term, costing \$34,085 through \$37,980 annually, depending on make and model.

**Background:** The City's Parking Enforcement Department originally purchased the Go-4 vehicles from 2003 through 2011, at an average price of about \$24,000 each. Additionally, Parking Enforcement uses a 1997 Ford Escort for services. Parking staff recommends retiring the Go-4's and Ford Escort.

Staff considered two replacement options, as shown in the following tables:

## Total Annualized Cost of Parking Enforcement Vehicles \*

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$626	\$234
Maintenance	\$500	\$300
Total Annualized Cost	\$7,321	\$7,870
Costs per Mile**	\$0.81	\$0.87

\* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled. Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

\* Assumes 9,000 miles per year.

\* Does not include cost of fueling infrastructure for the EV.



### Total Annualized Cost of Parking Enforcement Vehicles \*

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$487	\$182
Maintenance	\$400	\$200
Total Annualized Cost	\$7,082	\$7,718
Costs per Mile**	\$1.01	\$1.10

\* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled.

Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

\* Assumes 7,000 miles per year.

\* Does not include cost of fueling infrastructure for the EV.

The four Go-4s total annualized cost is shown below. They were used ~3,150 miles per year.

Yr/Make/Model	Westward Industries Go-4
Vehicle Description	3-Wheeled Vehicle
Acquisition/Lease	\$4,800
Fuel/Electricity	\$199
Maintenance	\$1,844
Total Annualized Cost	\$6,843
Costs per Mile**	\$2.17

The replacement option with the lowest annual cost is the 2021 Toyota RAV4 Hybrid. The replacement vehicle with the highest annual cost is the 2021 Hyundai Kona Electric. The annual cost difference between the two is either \$636 (at 7,000 miles per year) or \$549 (at 9,000 miles per year) per vehicle per year, or \$3,180 (at 7,000 miles per year) and \$2,745 (at 9,000 miles per year) for five vehicles. The reason the electric vehicle is more costly, from a total annual cost perspective, is because of the annual miles of ~7,000 – 9,000 miles per vehicle in which fuel cost for the hybrid is less than the higher acquisition cost of the electric vehicle at this time.

From a purely financial perspective, staff recommends leasing the 2021 Toyota RAV4 Hybrids, as they are the lowest cost and do not require additional charging infrastructure at the Parking Enforcement facility. The lease is limited to three (3) years but is flexible enough that it can be reconsidered annually. This would provide time for infrastructure to be installed and possibly for prices to be more favorable for electric vehicles.



However, the cost differential is not material and would offer the City an opportunity to “pilot” the electric vehicles for one-year before acquiring more EVs to replace the City’s fleet of passenger vehicles. The one-year pilot would help inform the City, from an operational perspective, on how best to proceed with the transformation of the fleet.

The new vehicles will be equipped with new License Plate Recognition equipment as part of the upgraded parking system software. If the City opted to lease and pilot the 2021 Hyundai Kona Electric vehicles, charging stations will be required at the Parking Enforcement facility located at 221 W. 1<sup>st</sup> Ave, Spokane, WA. Security fencing is highly recommended to ensure the City’s assets are properly protected from vandalism, theft, and tampering. Staff is actively working to draft a capital project plan for the security fencing and charging stations. In the interim, the vehicles will be charged at the Nelson Center after hours.

**Recommendation:** Staff recommends the approval of the lease agreement with Enterprise Fleet Management for the acquisition of five (5) Hyundai Kona EVs to replace the five older gasoline vehicles currently utilized by Parking Enforcement and to utilize the vehicles as part of a one-year operational pilot.



**Prepared For:** CITY OF SPOKANE  
Conley, Jason

**Date** 03/15/2021  
**AE/AM** J6H/CRB

**Unit #**

**Year** 2021 **Make** Hyundai **Model** Kona EV

**Series** SEL 4dr Front-wheel Drive

**Vehicle Order Type** Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 33,017.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>WA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 150.00 *	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 423.20 *	Tax on Incentive ( Taxable Incentive Total : \$4,600.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

**Driver Name**  
**Exterior Color**  
**Interior Color** (0 I) Black w/Cloth Seat Trim  
**Lic. Plate Type** Exempt  
**GVWR** 0

\$ 33,017.00	Total Capitalized Amount (Delivered Price)
\$ 445.73	Depreciation Reserve @ <u>1.3500%</u>
\$ 114.14	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 559.87</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 51.51 Sales Tax 9.2000%

**State** WA

**\$ 611.38 Total Monthly Rental Including Additional Services**

\$ 16,970.72 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** CITY OF SPOKANE

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 150.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 150.00



VEHICLE INFORMATION:

2021 Hyundai Kona EV SEL 4dr Front-wheel Drive - US  
Series ID: Q04A2FEZ

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,432	\$37,390.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,185.00	\$1,185.00
<b>Total Price</b>	<b>\$37,617.00</b>	<b>\$38,575.00</b>

SELECTED COLOR:

Exterior: -  
Interior: TRY-(0 I) Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	7.981 Axle Ratio	STD	STD
STDEN	Engine: 150kW 201HP Electric	STD	STD
STDGV	GVWR: 4,762 lbs	STD	STD
STDRD	Radio: AM/FM/HD Radio/MP3/SiriusXM Audio System	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Single-Speed Reduction Gear	STD	STD
STDTR	Tires: 215/55R17 Low Rolling Resistance	STD	STD
STDWL	Wheels: 17" x 7.0" Alloy	STD	STD
TRY_01	(0 I) Black w/Cloth Seat Trim	NC	NC
WARANT	Fleet Customer Limited Warranty	NC	NC



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated side-view door mirrors with turn signal indicator  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip  
Front Bumper Insert: body-coloured front bumper insert  
Rear Bumper Insert: body-coloured rear bumper insert  
Body Material: fully galvanized steel body material  
Body Side Cladding: grey bodyside cladding  
Grille: body-coloured grille

### Convenience Features:

Air Conditioning: automatic air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: Blue Link Connected Car Service (3-year complimentary subscription) emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Blue Link Connected Car Service (3-year complimentary subscription) internet access  
TV Tuner: Blue Link Guidance (3-year subscription) turn-by-turn navigation directions  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps  
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights  
Front Wipers: variable intermittent wipers  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster



Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Forward Collision Alert: forward collision  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Key in Ignition Warning: key-in-ignition warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest



Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

LeatherSteeringWheel: leather steering wheel

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Cover: rigid cargo cover

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Cargo Net: cargo net

Standard Engine:

Engine 201-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/7/2021

**Clerk's File #**

OPR 2021-0182

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #****Agenda Item Name**

5100-AIR BRAKES VB RENEWAL

**Agenda Wording**

The Fleet Department would like to renew the Air Brakes VB301106 for \$100,000, for the as needed purchase of Air Brakes. A VB was originally set up using RFQ 5272-20. Renewal will be for 1 year.

**Summary (Background)**

The Air Brakes VB provides the Fleet Department with the ability to purchase as needed Air Brakes for the City Fleet. We recommend approval of the VB renewal for the as needed purchase of Air Brakes for one year. Funding for this is included in the Fleet Department budget.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 100000

# 5100-71700-48348-53211-55660-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

4/12/21

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Karen Stratton

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

mmartinez

**For the Mayor**

COTE, BRANDY

**Additional Approvals****Purchasing**



# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Air Brakes VB Renewal
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Fleet Department would like to renew the Air Brakes VB301106 for \$100,000, for the as needed purchase of Air Brakes. A VB was originally set up using RFQ 5272-20.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Air Brakes VB provides the Fleet Department with the ability to purchase as needed Air Brakes for the City Fleet.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval of the VB renewal for the as needed purchase of Air Brakes.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Fleet Department budget.</li> </ul>	
<b>Budget Impact:</b> 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.)	
<b>Operations Impact:</b> 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:	



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2020-0418

**Renews #****Cross Ref #****Submitting Dept**

SOLID WASTE DISPOSAL

**Contact Name/Phone**

CHRIS AVERYT 625-6540

**Project #****Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Bid #**

PW ITB 5230-20

**Agenda Item Type**

Contract Item

**Requisition #**

CR 22532

**Agenda Item Name**

4490 ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT AT THE WTE

**Agenda Wording**

Contract renewal 1 of 4 with United States Electric Corp. (Olympia, WA) for high voltage electrical technical and maintenance support services at the WTE from May 1, 2021 through April 30, 2022 for a total cost not to exceed \$90,000.00 incl. tax.

**Summary (Background)**

The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for these services and United States Electric Corp. was the lowest cost bidder of the three responses received. The initial contract award was from May 1, 2020 through April 30, 2021 for a total cost of \$90,000.00 and had the option of four (4) additional one-year renewals. This is the first of those renewals.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 90,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

AVERYT, CHRIS

**Study Session\Other**4/12/21 Urban  
Experience**Division Director**

FEIST, MARLENE

**Council Sponsor**

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign: Brady Malcolm brady@uselectriccorp.com



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for High Voltage Electrical Technical and Maintenance Support Services for the WTE.
<b>Date:</b>	April 12, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Urban Experience / Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTEF Operation
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract with US Electric Corporation to provide electrical technical and maintenance services to the Waste to Energy Facility.
<b>Background/History:</b> <p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received; United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award was for \$90,000.00 from May 1, 2020 to April 30, 2021, with the option of four (4) additional one-year contract periods. This will be the first of the four (4) renewals which will span from May 1, 2021 through April 30, 2022 with an additional annual cost not to exceed \$90,000.00 including taxes.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract renewal #1 of 4 for electrical support services at the WTE per PW ITB 5230-20 with United States Electric Corporation.</li> <li>Contract term from May 1, 2021 thru April 30, 2022 with the option of four (4) additional one-year contract periods.</li> <li>As-needed contract with an annual amount not to exceed \$90,000.00, taxes included.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





**City of Spokane**

**CONTRACT RENEWAL  
1 of 4**

**Title: HIGH VOLTAGE ELECTRICAL TECHNICAL  
AND MAINTENANCE SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITED STATES ELECTRICAL CORP. OF WASHINGTON** whose address is PO Box 87, Olympia, Washington 98507, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform HIGH VOLTAGE ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT, SCHEDULED AND UNSCHEDULED – AS NEEDED; and*

*WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the first of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 7, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on May 1, 2021 and end on April 30, 2022.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **NINETY THOUSAND HUNDRED AND 00/100 (\$90,000.00)**, excluding tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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



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

**UNITED STATES ELECTRICAL CORP.  
OF WASHINGTON**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Certificate of Debarment  
Exhibit B – Pricing

21-049



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

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

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

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

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



**EXHIBIT B**



CITY OF SPOKANE - WTEF  
2900 S GEIGER BLVD  
Spokane, WA 99224-5400  
Phone 509 625 6527

		Base Year	First Opt Year
OPR 2020-0418	High Voltage Electrical Technical And Maintenance Support; Scheduled and Unscheduled –As Needed	May 1, 2020 Thruh April 30, 2021	May 1, 2021 Thruh April 30, 2022
		Base Year	First Opt Year
<u>UNIT PRICE TO BE INCURRED FOR SCHEUDLED/UNSCHEDULE D SERVICES</u>	<u>UNIT PRICE TO BE INCURRED FOR SCHEUDLED/UNSCHEDULED SERVICES</u>	<u>May 1, 2020 Through April 30, 2021</u>	<u>May 1, 2021 Through April 30, 2022</u>
Description	Estimated Hours, More Or Less, That Could Be Incurred in a or A Single Cold Iron Outage	Unit Price	Unit Price
Straight Time Rate	40 Hours (More or Less),	\$125 HR	\$ 135.00
Time and a Half Rate	8 Hours	\$165 HR	\$ 180.00 HR
Double Time Rate	12 Hours	\$195 HR	\$ 215.00 HR
Emergency Time Rate	40 Hours (More or Less),	\$6 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)	\$ 10.00 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)
Percentage Markup For Parts/Material Above Cost.		20%	20%
Percentage Markup For Rental Equipment Above Cost.		20%	20%
US Electric		Base Year Pricing Was Per US Electric Response to PW ITB 5235-20	NAME Hayley Chappell
brady uselectriccorp.com <brady@uselectriccorp.com>; amy uselectriccorp.com <amy@uselectriccorp.com>			SIGNATURE Hayley Chappell
brady uselectriccorp.com <brady@uselectriccorp.com>; amy uselectriccorp.com <amy@uselectriccorp.com>			DATE 03/05/2021
Phone 261 261 7035			



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2018-0628

**Renews #****Cross Ref #****Project #****Bid #****Requisition #**

SBO PENDING

**Submitting Dept**

FACILITIES MANAGEMENT

**Contact Name/Phone**

DAVE STEELE EXT. 6064

**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

5900 - LEASE AMENDMENT FOR 130 S ARTHUR TO EXTEND LEASE TERM TO MAY 31, 21

**Agenda Wording**

Lease extension with Ulupalakua Ranch, Inc. for the Spokane EnVision Demonstration Site at 130 S. Arthur. There is a related special budget ordinance for this agenda item.

**Summary (Background)**

The Spokane EnVision Center Demonstration Site is an integrated social services site. It provides many advantages for the EnVision initiative, including allowing close proximity to WorkSource whose partnership is one of the key reasons for receiving the designation. This lease extension is from Dec. 1, 2020 through May 31, 2021 and will be reimbursed by the Spokane Workforce Council pursuant to a pending MOU. The MOU will be codified as a minor contract.

Lease? YES

Grant related? YES

Public Works? NO

**Fiscal Impact**

Expense \$ \$97,920

Revenue \$ 97,920

Select \$

Select \$

**Budget Account**

# 5900-30900-18200-54501-XXXXX

# 5900-30900-99999-36291-XXXXX

#

#

**Approvals****Dept Head**

STEELE, DAVID

**Division Director**

WALLACE, TONYA

**Finance**

BUSTOS, KIM

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

F&amp;A Committee 4-19-2021

**Council Sponsor**

CP Beggs

**Distribution List**twallace@spokanecity.org;  
mhughes@spokanecity.org; cbaird@spokanecity.orgpwarfield@spokanecity.org;  
dsteele@spokanecity.org

dglewis@spokanecity.org; bcote@spokanecity.org

**Additional Approvals****Purchasing**calexander@spokanecity.org;  
sstopher@spokanecity.org**ACCOUNTING -  
LEASE**

BAIRD, CHRISTI

ablain@spokanecity.org

**GRANTS,**

STOPHER, SALLY



# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Spokane EnVision Demonstration Site
<b>Date:</b>	April 19, 2021
<b>Contact (email &amp; phone):</b>	Dave Steele (dsteele@spokanecity.org – ext. 6064)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> Lease extension for the Spokane EnVision Demonstration Site at 130 S. Arthur.	
<u>Executive Summary:</u> The Spokane EnVision Center Demonstration Site is an integrated social services site. It provides many advantages for the EnVision initiative, including allowing close proximity to WorkSource whose partnership is one of the key reasons for receiving the designation.	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: This lease extension from Dec. 1, 2020 through May 31, 2021 will be funded from a “grant” from the SWDC. Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





**City of Spokane**

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

**Title: 130 SOUTH ARTHUR**

This Second Lease Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and the **ULUPALAKUA RANCH, INC.**, a Washington corporation, whose address is (c/o Tiffany Janikowski), 309 Bradley Blvd., Ste. 115, Richland, Washington 99352 as ("Landlord"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur; and*

*WHEREAS, the parties entered into an amendment to the Lease Agreement to extend the term of the lease through November 30, 2020; and*

*WHEREAS, the parties wish to extend the term of the lease again, thus the original Lease Agreement needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Lease Agreement, effective on September 20, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on December 1, 2020.

**3. AMENDMENT.**

The parties agree that the lease term in section 1 of the Lease Agreement entered into on September 20, 2018 and amended on November 24, 2020 shall be extended beyond its current expiration date of November 30, 2020 for an additional six months commencing on December 1, 2020 and expiring on May 31, 2021. The monthly lease amount shall be \$16,320 for a total of \$97,920. The parties reserve the right to enter into future extensions by mutual written agreement.

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



Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ULUPALAKUA RANCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the ULUPALAKUA RANCH, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND THE SPOKANE WORKFORCE COUNCIL

This Memorandum of Understanding ("MOU") is made between the City of Spokane, a Washington State municipal corporation, located at W 808 Spokane Falls Blvd , Spokane, Washington 992031 ("City") and the Spokane Workforce Council, a non-profit corporation, located at 140 S Arthur St, Suite 300A, Spokane, Washington 99202 ("Council"), hereinafter collectively referred to as the "Parties".

WHEREAS, the City has a lease agreement as the tenant for the premises located at 130 S Arthur Street (the "premises") effective September 20, 2018, which has been extended through May 31, 2021; and

WHEREAS, the purpose of the lease agreement is for the City to provide space and facilities at the premises for several non-profit agencies serving the needs of the homeless and unemployed to find employment, housing and other social service needs; and

WHEREAS, the Parties wish to enter into a memorandum of understanding whereby the Council agrees to provide funding to the City equal to the cost of the lease for the six month period of December 1, 2020 through May 31, 2021.

NOW, THEREFORE, in consideration of mutual benefit and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE**. The purpose of this MOU is to set forth the agreement of the parties whereby the Council will provide funding to the City for payment of the lease cost for a six month period of December 1, 2020 through May 31, 2021.

2. **DESCRIPTION OF PREMISES**. The premises subject to this MOU is a portion of the property located at 130 S Arthur Street, Spokane, Washington currently being leased by the City and operated as the Envision Center.

3. **TERM**. This payment shall commence December 1, 2020, and end on May 31, 2021.

4. **PAYMENT**. The Council shall pay to the City \$16,320 per month for a total of \$97,920 for the six-month period. All payment in arrears will be made within 30 days of final signatures of this MOU. All subsequent payments shall be made by the first of the month. Payments shall be made out to the City of Spokane and submitted to:

Name

Address



5. **SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this sub-lease 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 Council agrees to comply with, and to require that all non-profit social services agencies occupying the Lease Premise to comply with federal, state and local discrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

6. **ANTI KICK-BACK.** No officer or employee of the City or the Council, having the power or duty to perform an official act or action related to this Lease shall have or acquire any interest in the sub-lease, 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 Lease.

Signed this \_\_\_\_ day of January 2021.

CITY OF SPOKANE

SPOKANE WORKFORCE COUNCIL


By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

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



 <b>Agenda Sheet for City Council Meeting of*</b>		<b>Date Rec'd</b> (Clerk use only) 9/28/2018
Select Meeting Date <input type="text"/>		<b>Clerk's File #</b> OPR 2018-0628
Briefing date: 10/01/2018		<b>Renews #</b>
<b>Status:</b> DIVISION REVIEW		<b>Cross Ref #</b>
<b>Submitting Dept*:</b>	HOUSING & HUMAN SERVICES <input type="text"/>	<b>Project #</b>
<b>Contact Name &amp; Phone*:</b>	ALEX REYNOLDS 6147	<b>Bid #</b>
<b>Contact E-Mail*</b>	AREYNOLDS@SPOKANECITY.ORG	<b>Requisition #</b>
<b>Add'l Docs Attached?</b> <input checked="" type="checkbox"/>	Contract Item <input type="text"/>	
<b>Agenda Item Name:</b> Begin with Dept # LEASE FOR 130 S. ARTHUR FOR USE BY THE SPOKANE ENVI		
<b>Agenda Wording*:</b> (175 character max) <input type="checkbox"/> Additional attached? Lease for 130 S. Arthur for use by the Spokane EnVision Demonstration Site.		
<b>Summary (Background)*:</b> (67 character max.) <input checked="" type="checkbox"/> Additional attached? Neighborhood and Business Services (NBS) has been working in cooperation with Spokane County, and numerous social services providers, to establish an integrated social services site, which will serve as Spokane's EnVision Center Demonstration Site. This site provides many advantages for the EnVision initiative. It will allow close proximity to WorkSource, whose partnership is one of the key reasons for receiving the designation.		
<b>Fiscal Impact</b> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
<b>Budget Account</b> <input type="checkbox"/> Additional attached?		
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
Select <input type="text"/> \$	#	
<b>Approvals</b>		<b>Council Notifications (Date)</b> <input type="checkbox"/> None
Dept Head	TRAUTMAN, HEATHER	Study Session
Division Director	TRAUTMAN, HEATHER	Other Public Safety 10/1
Finance		<b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?
Legal	PICCOLO, MIKE	
For the Mayor		
<b>Additional Approvals</b>		APPROVED BY SPOKANE CITY COUNCIL
Purchasing		10/1/2018
Select Dept 1 <input type="text"/>		[Signature]
Select Dept 2 <input type="text"/>		CITY CLERK
Select Dept 3 <input type="text"/>		

Save

Cancel

View Related Documents



**Continuation of Wording, Summary, and Distribution****Agenda Item Name:** LEASE FOR 130 S. ARTHUR FOR USE BY THE SPOKANE ENVISION DEMONS**Agenda Wording** (630 character max)**Summary (Background)** (512 character max)

WorkSource also brings a vast wealth of experience in the coordination and management of the site. It is in the East end of downtown, and is along major bus routes. The large amount of floor space, 20,000 + sq ft, will be completely utilized for the pilot, bringing in over 12 providers for the collaborative space, and numerous programs and workshop events.

**Fiscal Impact**

Select ▼	\$	
Select ▼	\$	

**Budget Account**

#	
#	

**Distribution List**


Save

Cancel





**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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Association 2011  
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CBA Form GR-LS  
Multi-Tenant Gross Lease  
Rev. 1/2011  
Page 1 of 25

**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 20th day of September, 2018, between Ulupalakua Ranch, Inc. ("Landlord"), and City of Spokane (Tenant"). Landlord and Tenant agree as follows:

**1. LEASE SUMMARY.**

**a. Leased Premises.** The leased commercial real estate i) consists of an agreed area of approximately 20,116 rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 130 S. Arthur - entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises; the land beneath the Premises; the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of ± 40,232 rentable square feet.

**b. Lease Commencement Date.** The term of this Lease shall be for a period of 24 months and shall commence on October 1, 2018 or such earlier or later date as provided in Section 3 (the "Commencement Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).

**c. Lease Termination Date.** The term of this Lease shall expire at midnight on September 30, 2020 or such earlier or later date as provided in Section 3 (the "Termination Date").

**d. Base Rent.** The base monthly rent shall be (check one): ☐ \$\_\_\_\_, or ☒ according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.

**e. Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$16,000 as prepaid rent, to be applied to the Rent due for months 1 through 1 of the Lease.

**f. Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$0.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): ☐ cash, ☐ letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto, or ☐ check.

**g. Permitted Use.** The Premises shall be used only for Social Services Pilot Program (further identified on Ex. D) and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

**h. Notice and Payment Addresses.**

Landlord: Jerry Abrams Company  
c/o Tiffany Janikowski  
309 Bradley Blvd. Ste. 115 Richland, WA 99352  
Fax No.: \_\_\_\_\_





**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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Association 2011  
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CBA Form GR-LS  
Multi-Tenant Gross Lease  
Rev. 1/2011  
Page 2 of 25

**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

Email: [tiffany@jerryabrams.com](mailto:tiffany@jerryabrams.com)

Tenant: \_\_\_\_\_

\_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

**2. PREMISES.**

**a. Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

**b. Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C ( the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

**c. Tenant Improvements.** Attached Exhibit C sets forth all of Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

**3. TERM.** The term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than 30 days (thirty (30) days if not filled in) following the date of such notice.

**a. Early Possession.** If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.



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**b. Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same. If Landlord does not deliver possession of the Premises to Tenant within 60 days (sixty (60) days if not filled in) after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving notice to Landlord within ten (10) days after such time period ends. If Tenant gives notice of cancellation, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

**4. RENT.**

**a. Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): ☐ the Commencement Date, or ☒ lease execution (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent") (collectively, "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

**b. Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

**c. Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that





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remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section.

**5. SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required by Section 12 of this Lease.

**6. USES.** The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or to injure or annoy such persons.

**7. COMPLIANCE WITH LAWS.** Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that as of the Commencement Date, to Landlord's knowledge but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.

**8. UTILITIES AND SERVICES.** Landlord shall provide the Premises the following services: water and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and heating, ventilation and air conditioning from 8:00 a.m. to 5:00 p.m. Monday through Friday. ~~; \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on Saturday; and \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on Sunday, and~~ Landlord shall also provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays, ~~WHICH TENANT SHALL BE RESPONSIBLE FOR PAYING ITS PROPORTIONATE SHARE OF AS BILLED BY LANDLORD TO TENANT.~~ Heating, ventilation and air conditioning services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as





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Additional Rent. ~~TENANT SHALL BE RESPONSIBLE FOR THE PREMISES' SEPARATELY METERED ELECTRICAL. If water and electricity services are not separately metered to the Premises, Tenant shall pay 50% OF THE NATURAL GAS INVOICE ON A MONTHLY BASIS AS BILLED BY LANDLORD.~~ ~~its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square foot of the Premises bears to the total rentable square foot served by the joint meters.~~ Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.

Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord as described above. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

**9. TAXES.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all Taxes with respect to the Building and the Property, including any Taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise.

**10. COMMON AREAS.**

**a. Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general, non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

**b. Use of the Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors,





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customers, clients, visitors, guests, or other licensees or invitees, to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

**c. Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

**11. ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the names of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as to not unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 19) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

**12. REPAIRS AND MAINTENANCE; SURRENDER.** Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, ~~including all HVAC components and other utilities and systems to the extent exclusively serving the Premises.~~ Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems ~~serving more than just the Premises, and the Common Areas.~~ Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted. *LANDLORD SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR SERVICE OF THE WALL PACK HVAC UNIT LOCATED IN THE OLD "SERVER ROOM" (SEE EXHIBIT A).*



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**13. ACCESS AND RIGHT OF ENTRY.** After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term, and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

**14. SIGNAGE.** Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

**15. DESTRUCTION OR CONDEMNATION.**

**a. Damage and Repair.** If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.



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If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

**b. Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

**16. INSURANCE.**

**a. Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require





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Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

**b. Tenant's Property Insurance.** During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

**c. Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the state in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

**d. Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

**e. Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

**17. INDEMNIFICATION.**

**a. Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.





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**b. Indemnification by Landlord.** Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

**c. Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

**d. Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, other licensees or invitees, or any other person in or about the Premises or the Property.

**e. Survival.** The provisions of this Section shall survive expiration or termination of this Lease.

**18. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. ~~In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.~~

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement and documents.

**19. LIENS.** Tenant shall not subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or





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furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

**20. DEFAULT.** The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

**a. Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

**b. Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

**c. Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

**d. Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

**e. Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

**f. Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

**21. REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.





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a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" are defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs of securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term or any extension thereof.



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d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

**22. MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request, execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

**23. NON-WAIVER.** Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

**24. HOLDOVER.** If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return the Premises to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

**25. NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices





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and payment of rent set forth in Section 1 may be modified by either party only by notice delivered in conformance with this Section.

**26. COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

**27. ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

**28. TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

**29. LANDLORD'S LIABILITY.** Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

**30. RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.



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**31. HAZARDOUS MATERIAL.** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Material on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises and the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section shall survive expiration or termination of this Lease.

**32. QUIET ENJOYMENT.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

**33. MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing





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subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

**34. GENERAL.**

a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 36 of this Lease), it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 36, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or





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view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. **Authority of Parties.** Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

**35. EXHIBITS AND RIDERS.** The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Floor Plan/Outline of the Premises

Exhibit B: Legal Description of the Property

Exhibit C: Tenant Improvement Schedule

*EXHIBIT D: USE OF PREMISES*

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- ☒ Rent Rider
- ☐ Arbitration Rider
- ☐ Letter of Credit Rider
- ☐ Guaranty of Tenant's Lease Obligations Rider
- ☒ Parking Rider
- ☒ Option to Extend Rider
- ☐ Rules and Regulations

**36. AGENCY DISCLOSURE.** At the signing of this Lease, Landlord is represented by Tim Kestell of Kiemle Hagood (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker"); and Tenant is represented by Mike Livingston of Kiemle Hagood (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents,





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Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on an attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

**37. COMMISSION AGREEMENT.** If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

- ☐ \$ \_\_\_\_\_  
☒ 6% of the gross rent payable pursuant to the Lease  
☐ \$ \_\_\_\_\_ per square foot of the Premises  
☐ Other \_\_\_\_\_

Landlord's Broker ☒ shall ☐ shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated ☒ as provided above or ☐ as follows \_\_\_\_\_ (if no box is checked, as provided above). Landlord's Broker ☒ shall ☐ shall not (shall not if not filled in) be entitled to a commission upon any expansion of the Premises pursuant to any right reserved to Tenant under the Lease, calculated ☒ as provided above or ☐ as follows \_\_\_\_\_ (if no box is checked, as provided above).

Any commission shall be earned upon execution of this Lease, and paid one-half upon execution of the Lease and one-half upon occupancy of the Premises by Tenant. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$ \_\_\_\_\_ or 50% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord ☒ shall ☐ shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

**38. BROKER PROVISIONS.**

LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES, THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD'S OR TENANT'S FINANCIAL STANDING, ZONING, COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS, SERVICE OR CAPACITY OF UTILITIES, OPERATING COSTS, OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.



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IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

*Chris P. Erdman*

LANDLORD:

*David A. Condon*

TENANT:

CHRISTIAN P. ERDMAN

LANDLORD:

David A. Condon

TENANT:

WILLOW LAKE RANCH LLC

BY:

City of Spokane

BY:

VICER PRESIDENT

ITS:

Mayor

ITS:

**Attest:**

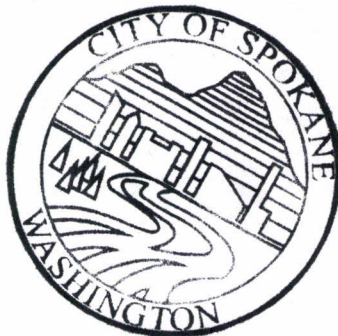
*Ken Hyster*

Spokane City Clerk

Approved as to form:

*Pat Doherty*

Assistant City Attorney





**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

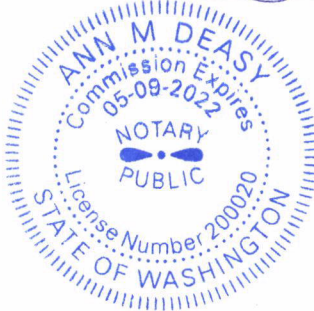
STATE OF WASHINGTON

COUNTY OF Spokane

ss.

I certify that I know or have satisfactory evidence that David A Condon is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the Mayor of City of Spokane to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5 day of September, 2018.



[Signature]  
(Signature of Notary)  
Ann M Deasy  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington,  
residing at Spokane  
My appointment expires 5/9/2022

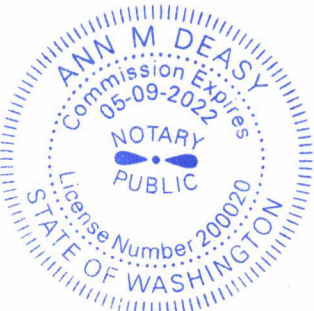
STATE OF WASHINGTON

COUNTY OF Spokane

ss.

I certify that I know or have satisfactory evidence that Terr Phister is the person who appeared before me and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the city clerk of City of Spokane to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 8 day of September, 2018.



[Signature]  
(Signature of Notary)  
Ann M Deasy  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington,  
residing at Spokane  
My appointment expires 5/9/2022



**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

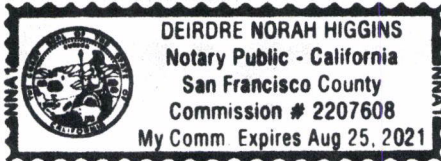
STATE OF WASHINGTON

COUNTY OF San Francisco

ss.

I certify that I know or have satisfactory evidence that Christian P. Erdman is the person who appeared before me and said person acknowledged that Christian P. Erdman signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the 17th of October to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 17th day of October, 2018.



[Signature]  
(Signature of Notary)

Deirdre N. Higgins  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at San Francisco  
My appointment expires 25 August 2021

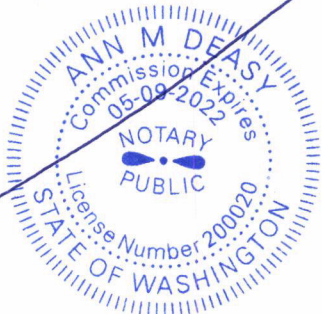
STATE OF WASHINGTON

COUNTY OF Spokane

ss.

I certify that I know or have satisfactory evidence that David A. Condon is the person who appeared before me and said person acknowledged that David A. Condon signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the 12th of October to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12th day of October, 20  .



[Signature]  
(Signature of Notary)

Ann M. Deasy  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at Spokane  
My appointment expires May 9, 2022

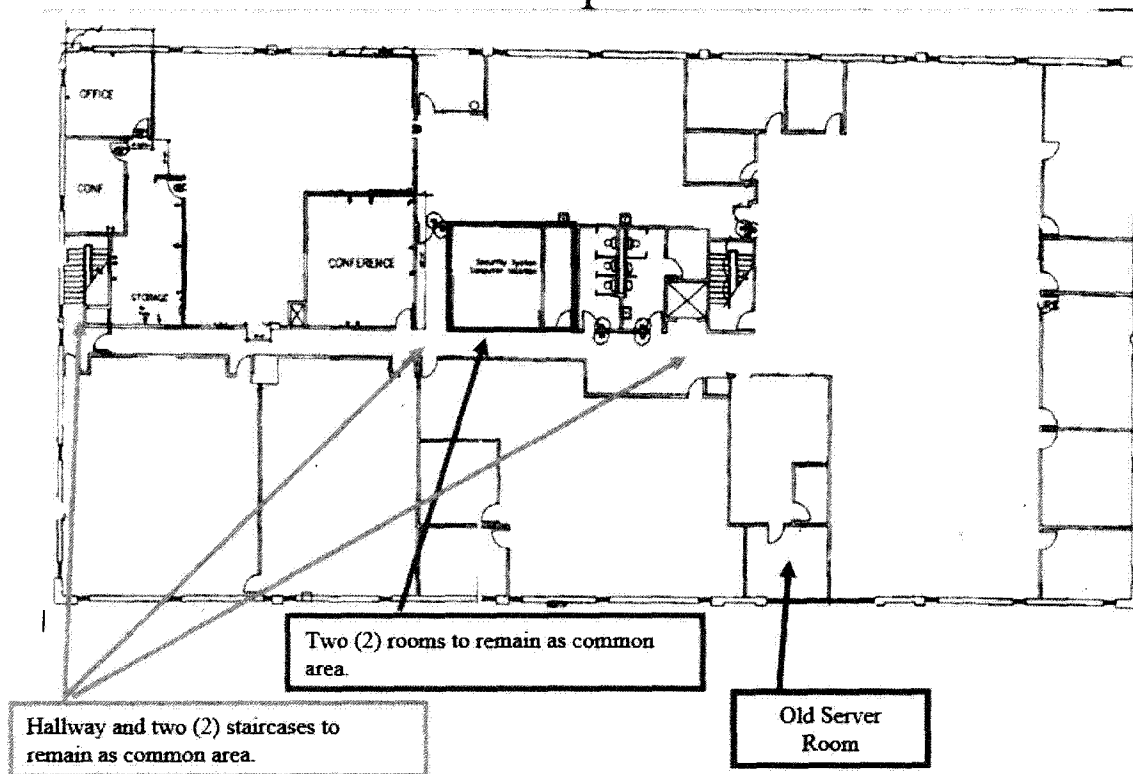


**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

**EXHIBIT A**

[Floor Plan/Outline of the Premises]

**Floorplan**







**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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CBA Form GR-LS  
Multi-Tenant Gross Lease  
Rev. 1/2011  
Page 23 of 25

**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)

**EXHIBIT B**

[Legal Description of the Property]

Agnew & Byers Add Ptn Of B2&3 & Vac Pacific Ave Within Da F; Beg At Ne Cor Lt 1 B3 & True Pob Th  
S102.42Ft Th W164.Ft Th S 24.Ft Th W199.47Ft Th N34deg 52Min 56Sds E306.91Ft Th E170.01 Ft Th  
S85.44Ft To Pt On Wly Ln Of Cul-De-Sac Of Arthur St Th Sl Y Alg Sd Wly Ln 46.36Ft To Pob

Exhibit B

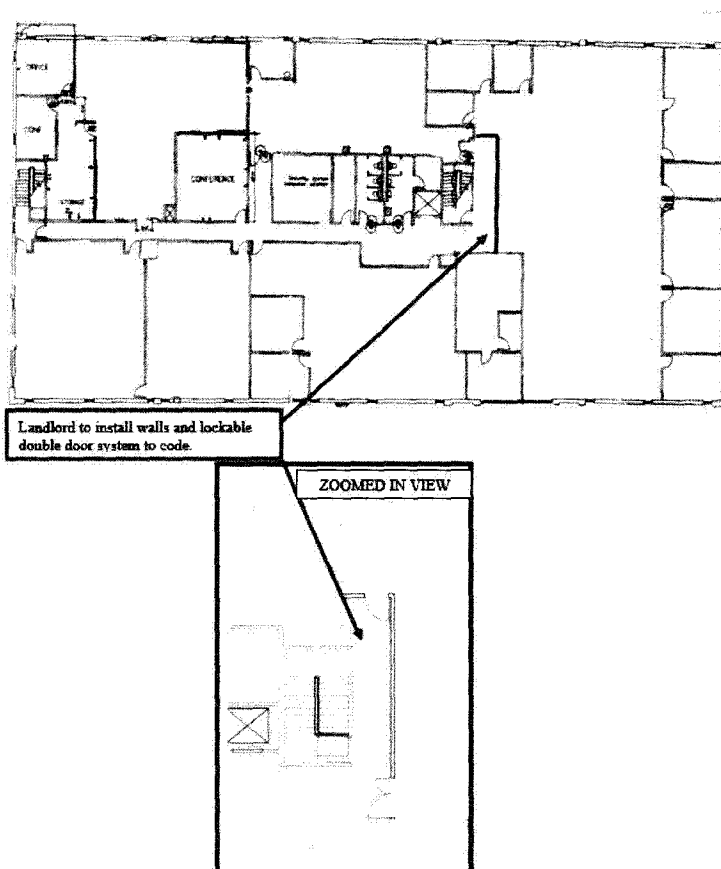


**LEASE AGREEMENT**  
(Multi Tenant Gross Lease)**EXHIBIT C**

[Tenant Improvement Schedule]

**1. Tenant Improvements to be Completed by Landlord**

1. Install double door system separating common hallways and staircases from Tenant space as shown below.

**Landlord Work****2. Tenant Improvements to be Completed by Tenant**

None.



**LEASE AGREEMENT**  
(Multi-Tenant Gross Lease)  
(Continued)

**EXHIBIT D**

**EXHIBIT D (use of premises)**



**Summary:**

The City of Spokane began working on a concept for a collaborative social services site, in June 2017. The project Charter was signed in February, 2018, to launch the pilot site with the intent to provide wrap around services that will create a smooth, continual, coordination of care with the providers in the community. The City initiated this project to help stop the cycle of individual deprivation and alleviate the pressure on local government and social services. Concurrent to this project, HUD launched the EnVision Center initiative. At the outset of the EnVision Center selection processes, this project was identified by City leadership as the landing spot of the EnVision designation, should the Spokane be selected.

**General Concept:**

The City of Spokane and Spokane County collaborate to provide a space, rent free for 7-10 providers to conduct critical wrap around services for at risk populations of Spokane. The City will provide IT infrastructure and general office furnishings for providers at no cost. Providers are responsible for providing personnel and necessary technological hardware for the duration of the pilot (12 – 18 mo.).

**Committed providers:**

- Spokane Housing Authority
- WorkSource
- Catholic Charities (19 W. Pacific)
- CHAS
- FBH
- Center for Justice
- The Arc of Spokane
- SOAR
- Career Path Services

**Project team current objectives:**

- Secure a lease for the necessary space on the 2<sup>nd</sup> floor of 130 S. Arthur St.
- Finalize list of firm commitments prior to HUD visit (Aug 2<sup>nd</sup>)
- Finalize MOUs for partner providers
- Start move in

**Timeline:**



**OCT 1<sup>st</sup> Launch**





**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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CBA Form PR  
Parking Rider  
Rev. 1/2011  
Page 1 of 1

### PARKING RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike.  
New text inserted by licensee indicated by small capital letters.

This Parking Rider ("Rider") is made part of the lease agreement dated September 20, 2018 (the "Lease") between Ulupalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the leased space commonly known as the entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

**1. Tenant's Parking Rights.** Tenant's right to park on the Property shall be as follows (check one):

- ☐ Tenant shall be entitled to use parking stalls on the Property or other designated parking area on a (check one) ☐ reserved ☐ unreserved (unreserved, if neither box checked) basis at the prevailing monthly rate established by Landlord from time to time. Tenant shall comply with the reasonable rules and regulations which Landlord or its parking operator may adopt from time to time for the safe and orderly operation of the parking areas.
- ☒ **Free Parking.** Tenant shall be entitled to share parking with Landlord's other tenants in the designated parking areas at no charge. Tenant shall be responsible for ensuring compliance with the terms of the Lease, this Rider, and any reasonable rules and regulations adopted by Landlord from time to time for the safe and orderly sharing of parking. *LANDLORD SHALL NOTIFY TENANT OF RESERVED PARKING STALL NUMBERS FOR TENANT'S EXCLUSIVE USE.*
- ☐ **No Parking.** The Lease does not include parking on the Property, and Tenant shall park off the Property at Tenant's own expense.

**2. "Tenant."** For purpose of this Rider only, the term "Tenant" shall include Tenant and Tenant's employees, officers, contractors, licensees, agents, and invitees, except as follows: \_\_\_\_\_.

INITIALS: LANDLORD C/K DATE 10/17/18 TENANT DM DATE 10/12/18  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_





**Kiemle Hagood**  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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CBA Form RR  
Rent Rider  
Rev. 1/2011  
Page 1 of 1

### RENT RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike.  
New text inserted by licensee indicated by small capital letters.

This Rent Rider ("Rider") is a part of the lease agreement dated September 20, 2018 (the "Lease") between Ulapalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the space commonly known as the entire second floor less defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

- ☒ **1. BASE MONTHLY RENT SCHEDULE.** Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-12</u>	<u>\$16,000</u>
<u>Months 13-24</u>	<u>\$16,320</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- ☐ **2. CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT.** ~~The base monthly rent shall be increased on the first day of the second year of the Lease and on the first day of each year of the Lease thereafter (each, an "Adjustment Date") during the term of this Lease (but not during any extension term(s) unless specifically set forth elsewhere in the Lease or another Rider attached thereto). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical statistical area in which the Premises is located on the basis of 1982-1984 equals 100) (the "Index"). The base monthly rent payable immediately prior to the applicable adjustment date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in Rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased Rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date, or if the Index is discontinued during the Lease term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent be decreased pursuant to this Rider.~~

INITIALS: LANDLORD CHH DATE 10/17/18 TENANT DM DATE 10/12/18  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_





Kiemle Hagood  
601 W Main Avenue, Suite 400  
Spokane, WA 99201  
Phone: (509) 838-6541  
Fax: (509) 458-4014

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CBA Form OR  
Option to Extend Rider  
Rev. 1/2011  
Page 1 of 2

### OPTION TO EXTEND RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

This Option to Extend Rider ("Rider") is made part of the lease agreement dated September 20, 2018 (the "Lease") between Ulapalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the leased space commonly known as the entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

1. **Extension of Lease.** Provided Tenant is not in default of any provision of the Lease at the time that Tenant exercises the right to extend the Lease or at the time the new term begins, Tenant shall have three (3) (zero if not completed) successive options to extend the term of the Lease for one (1) years each. The term of the Lease shall be extended on the same terms, conditions and covenants set forth in the Lease, except that (i) the amount of the Base Rent stated in the Lease shall be adjusted as set forth below (provided, however, that Base Rent shall not be decreased); (ii) there shall be no free or abated rent periods, tenant improvement allowances or other concessions that may have been granted to Tenant at the beginning of the initial term hereof; and (iii) after exercise of Tenant's final extension term option, there shall be no further extension or renewal term options.
2. **Notice.** To extend the Lease, Tenant must deliver written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then-current Lease term. Time is of the essence of this Rider.
3. **TENANT OPTION(S) TO RENEW SHALL BE CONTINGENT ON THE MAIN FLOOR TENANT REMAINING IN THE BUILDING AS A TENANT. LANDLORD, AT LANDLORD'S DISCRETION, MAY REJECT THE TENANT'S NOTICE FOR RENEWAL IF THE MAIN FLOOR TENANT'S OCCUPANCY IN THE BUILDING IS SCHEDULED TO EXPIRE DURING THE RENEWAL PERIOD, OR HAS ALREADY EXPIRED.**
- 3.4. **Monthly Rent.** Landlord and Tenant shall make a good faith effort to determine and agree on the fair market value of rent for the Premises for the next term of the Lease. ~~EACH OPTION PERIOD SHALL INCLUDE A THREE AND ONE HALF PERCENT (3.5%) BASE RENT INCREASE.~~
  - a. **Failure to Agree on Rent.** If Landlord and Tenant are unable to agree on the fair market rental value for the Premises within thirty (30) days after Tenant gives notice to extend, they shall then have ten (10) days to select or, appoint one real estate appraiser to determine the fair market value of rent for the Premises. All appraisers selected or appointed pursuant to this Rider shall be a Member of the American Institute of Real Estate Appraisers ("M.A.I.") with at least ten (10) years experience appraising commercial properties in the commercial leasing market in which the Premises are located, or equivalent. The appraiser appointed shall determine the fair market rental value for the Premises within twenty (20) days of appointment, which determination shall be final, conclusive, and binding upon both Landlord and Tenant, and Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.
  - b. **Failure to Appoint One Appraiser.** If Landlord and Tenant cannot mutually agree upon an appraiser, then either party may give the other party written notice that it has selected and appointed an M.A.I. appraiser, complete with the name, address, and other identifying information about the appraiser. The party receiving such notice shall then have ten (10) days to select and appoint its own M.A.I. appraiser and respond by giving written notice to the other party, complete with the name, address, and other identifying information about the appraiser. If, however, the responding party fails to select and appoint an appraiser and give notice to the other party within ten (10) days, the determination of the appraiser first appointed shall be final, conclusive and binding upon both parties, and the Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.

INITIALS: LANDLORD CHM DATE 10/17/18 TENANT DTL DATE 10/12/18  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_



**OPTION TO EXTEND RIDER**

**c. Method of Determining Rent.** The appraisers appointed shall proceed to determine fair market rental value within twenty (20) days following their appointment. The conclusion shall be final, conclusive and binding upon both Landlord and Tenant. If the appraisers should fail to agree, but the difference in their conclusions as to fair market rental value is ten percent (10%) or less of the lower of the two appraisals, then the fair market rental value shall be deemed to be the average of the two, and Base Rent shall be adjusted accordingly for the new term. If the two appraisers should fail to agree on the fair market rental value, and the difference between the two appraisals exceeds ten percent (10%) of the lower of the two appraisals, then the two appraisers shall appoint a third M.A.I.-qualified appraiser. If they fail to agree on a third appraiser within ten (10) days after their individual determination of the fair market rental value, either party may apply to the courts for the county in which the Premises are located, requesting the appointment of a third M.A.I.-qualified appraiser. The third appraiser shall promptly determine the fair market rental value of the Premises. The parties shall then take the average of the two appraisals that are closest in value, which shall then constitute the fair market value; shall be final, conclusive and binding upon both parties; and Base Rent shall be adjusted accordingly for the new term. Each party shall pay the fees and expenses for its own appraiser. In the event a third appraiser must be appointed, his or her fees and expenses shall be borne equally by the parties.

INITIALS: LANDLORD CML DATE 10/17/18 TENANT DM DATE 10/12/18  
LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_





# City of Spokane

## Minor Contract Summary

Clerk File #  
OPR 2018-0628

Destruct Date  
01/01/2028

Cross Ref

Alt File #

Department Name\*  
HOUSING & HUMAN SERVICES

Department Project #

Submitter  
CBROWN

Primary Contact  
TIM SIGLER

RECEIVED  
NOV 24 2020  
CITY CLERK'S OFFICE

CR #  
22154

Starting Date

### Contractor/Consultant

Name\Contractor\Firm\*  
ULUPALAKUA RANCH, INC.

Contact Name

Contact Email

Address  
309 BRADLEY BLVD, SUITE 115

Remittance Address

City, State, Zip  
RICHLAND, WA 99352

Remittance City, State, Zip

### Summary of Services

#### Description\*

Two month extension with cost to the lease agreement for 130 South Arthur Street, Spokane, WA.

#### Special Instructions for Clerks Office

Please route to Scott Simmons for signature and note that the final page requires a notary.

### Contract Cost

Amount  
\$32,640.00

Budget Code\*  
0300-53010-65410-54201-99999

Notes

Total Amount\*  
\$420,480.00

Effective Date\*  
10/01/2020

Expiration Date\*  
11/30/2020

Contract Type\*  
AMENDMENT

If new vendor, W-9 and ACH form has been submitted to Accounting\*  
YES

Quotes (per Purchasing Policy to be kept on file in Dept.)\*  
NO

Insurance Certificate (attach to the contract)\*  
NO

City Business Registration (attach verification that a current business license number exists)\*  
NO

If Public Works Contract, Contractor has been notified of State Law requirements.\*  
NO

Grant Related (If the contract is grant related, the Grants Management Department must approve)\*  
NO



Is this a Lease? \*

YES

## Electronic Approvals

**Accountant for Review\***

JMCCOY

**Additional Review (Optional)**

ACCOUNTING - LEASE

**Accountant**

MCCOY, JOHN

**Date**

11/18/2020

**Additional Approval**

HUGHES, MICHELLE

**Date**

11/19/2020

**Department Head**

SIGLER, TIMOTHY

**Date**

11/19/2020

**Division Head**

ALEXANDER, CUPID

**Date**

11/19/2020

**Grants (If applicable)**

**Date**

## Distribution List

**Contractor Email**

**Contract Accounting Email**

aduffey@spokanecity.org

**Dept Contact Email**

tsigler@spokanecity.org

**Taxes and Licenses Email**

tax&licenses@spokanecity.org

**Additional Email**

tdanzig@spokanecity.org

**Additional Email**

**Additional Email**

chhsaccounting@spokanecity.org

**Additional Email**

**Additional Email**

chhsgrants@spokanecity.org

**Additional Email**

Save





# City of Spokane

## Minor Contract Summary

Clerk File #  
OPR 2018-0628

Destruct Date  
01/01/2028

Cross Ref

Alt File #

Department Name \*  
HOUSING & HUMAN SERVICES

Department Project #

CR #  
22154

Submitter  
CBROWN

Primary Contact  
TIM SIGLER

Starting Date

### Contractor/Consultant

Name\Contractor\Firm \*  
ULUPALAKUA RANCH, INC.

Contact Name

Contact Email

Address  
309 BRADLEY BLVD, SUITE 115

Remittance Address

City, State, Zip  
RICHLAND, WA 99352

Remittance City, State, Zip

### Summary of Services

Description \*  
Two month extension with cost to the lease agreement for 130 South Arthur Street, Spokane, WA.

Special Instructions for Clerks Office  
Please route to Scott Simmons for signature and note that the final page requires a notary.

### Contract Cost

Amount	Budget Code *	Notes
\$32,640.00	0300-53010-65410-54201-99999	

Total Amount *	Effective Date *	Expiration Date *
\$420,480.00	10/01/2020	11/30/2020

Contract Type \*  
AMENDMENT

If new vendor, W-9 and ACH form has been submitted to Accounting \*  
YES

Quotes (per Purchasing Policy to be kept on file in Dept.) \*  
NO

Insurance Certificate (attach to the contract) \*  
NO

City Business Registration (attach verification that a current business license number exists) \*  
NO

If Public Works Contract, Contractor has been notified of State Law requirements. \*  
NO

Grant Related (If the contract is grant related, the Grants Management Department must approve) \*  
NO



**Is this a Lease? \***  
YES

**Electronic Approvals**

**Accountant for Review \***  
JMCCOY

**Additional Review (Optional)**  
ACCOUNTING - LEASE

<b>Accountant</b>	<b>Date</b>
MCCOY, JOHN	11/18/2020

<b>Additional Approval</b>	<b>Date</b>
HUGHES, MICHELLE	11/19/2020

<b>Department Head</b>	<b>Date</b>
SIGLER, TIMOTHY	11/19/2020

<b>Division Head</b>	<b>Date</b>
ALEXANDER, CUPID	11/19/2020

<b>Grants (If applicable)</b>	<b>Date</b>
-------------------------------	-------------

**Distribution List**

**Contractor Email**

**Contract Accounting Email**  
aduffey@spokanecity.org

**Dept Contact Email**  
tsigler@spokanecity.org

**Taxes and Licenses Email**  
tax&licenses@spokanecity.org

**Additional Email**  
tdanzig@spokanecity.org

**Additional Email**

**Additional Email**  
chhsaccounting@spokanecity.org

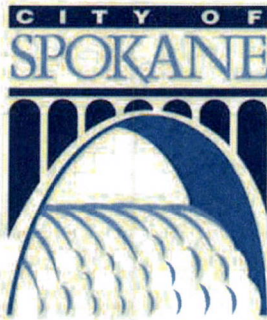
**Additional Email**

**Additional Email**  
chhsgrants@spokanecity.org

**Additional Email**

**Save**





**City of Spokane**

**AMENDMENT TO LEASE AGREEMENT**

**Title: 130 SOUTH ARTHUR**

This Lease Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and the **ULUPALAKUA RANCH, INC.**, a Washington corporation, whose address is (c/o Tiffany Janikowski), 309 Bradley Blvd., Ste. 115, Richland, Washington 99352 as ("Landlord"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur; and*

*WHEREAS, the parties wish to extend the term of the lease, thus the original Lease Agreement needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Lease Agreement, effective on September 20, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on October 1, 2020.

**3. AMENDMENT.**

The parties agree that the lease term in section 1 of the Lease Agreement entered into on September 20, 2018 shall be extended beyond its expiration date of September 30, 2020 for an additional two months commencing on October 1, 2020 and expiring on November 30, 2020. The monthly lease amount shall be \$16,320 for a total of \$32,640.

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

Dated: 11/24/2020

CITY OF SPOKANE

By: Scott Simmons  
Interim City Administrator



Attest:

City Clerk

*Leri L. [Signature]*

Approved as to form:

Assistant City Attorney

*Michael W. [Signature]*

Dated: \_\_\_\_\_

ULUPALAKUA RANCH, INC.

By:

*Jerry D. Abrams*

Title:

*Managing Agent*





By: \_\_\_\_\_  
Mayor/City Administrator

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ULUPALAKUA RANCH, INC.

By: Jerry D. Abrams  
Title: Managing Agent



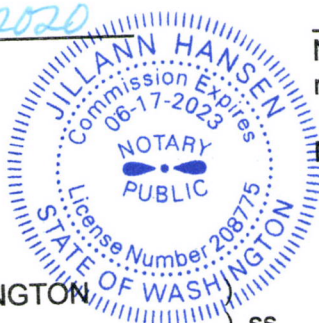
STATE OF WASHINGTON )

) ss.

County of Spokane )

I certify that I know or have satisfactory evidence that Scott Simmons and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the <sup>Interim</sup> City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: 11/30/2020



Jillann Hansen  
Notary Public in and for Washington State,  
residing at Spokane

My appointment expires 6-17-2023

STATE OF WASHINGTON )

) ss.

County of Spokane )

I certify that know or have satisfactory evidence that Jerry D Abrams and NIA <sup>(s)</sup> are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the Managing Agent, and NIA, respectively, of the ULUPALAKUA RANCH, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: 11-10-2020

Trina Lee Farris  
Notary Public in and for Washington State,  
residing at Richland

My appointment expires 10-17-2023





**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2021-0270

**Renews #****Cross Ref #****Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**MARGARET 867-8539  
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

1680 - TREASURY ERA SUBGRANT RECOMMENDATION - CARL MAXEY CENTER

**Agenda Wording**

CHHS is requesting permission to award \$385,000 in Emergency Rental Assistance ("ERA") funds to The Carl Maxey Center. Agreement will be released after Council approval of subawards.

**Summary (Background)**

CHHS received proposals from several agencies in response to the Emergency Rent and Utility Assistance RFP issued in March. The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories proposals were referred to the RFP Review Committee for recommendation. See briefing paper for more information and contract funds will be encumbered (CR) upon vendor setup in FMS.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 385,000.00

# 1760-95596-51040-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

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**For the Mayor**

ORMSBY, MICHAEL

kmartin@spokanecity.org

**Additional Approvals**

dglewis@spokanecity.org

**Purchasing**

tsigler@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

STOPHER, SALLY

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chhsaccounting@spokanecity.org

calexander@spokanecity.org



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Emergency Rental Assistance Subgrant Recommendation
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award \$6,625,983.00 in ERA funds to three subgrantees: The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories.
<b>Background/History:</b> <p>The Treasury ERA is part of The U.S. Department of Treasury’s response to the COVID-19 disaster, making available \$25 billion in funds intended to prevent evictions that would contribute to the spread of the virus by paying rental arrears, current due rent, future rent, and utilities and home energy costs.</p> <p>On March 1, 2021 CHHS invited eligible agencies to apply for the approximately \$6,625,983.00 in funds allocated locally to the Treasury Emergency Rental Assistance (ERA) program. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. Agreements will be released after Council approval of subawards.</p>	
<b>Executive Summary:</b> <p>CHHS received proposals from several agencies. The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories proposals were referred to the RFP Review Committee for recommendation.</p> <p>The RFP Review Committee met to review applications and recommended funding the three agencies at the following levels:</p> <ul style="list-style-type: none"> <li>• The Carl Maxey Center: \$385,000.00</li> <li>• Family Promise: \$2,199,980.00</li> <li>• LiveStories: \$4,041,003.00</li> </ul>	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: U.S. Treasury Department</p> <p>Other budget impacts: N/A</p>	



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/14/2021

**Clerk's File #**

OPR 2021-0271

**Renews #****Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Cross Ref #**

OPR 2021-0020

**Contact Name/Phone**MARGARET 867-8539  
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR 22519

**Agenda Item Name**

1680 - TREASURY ERA SUBGRANT RECOMMENDATION - FAMILY PROMISE

**Agenda Wording**

CHHS is requesting permission to award \$2,199,980 in Emergency Rental Assistance ("ERA") funds to Family Promise of Spokane. Agreement will be released after Council approval of subawards.

**Summary (Background)**

CHHS received proposals from several agencies in response to the Emergency Rent and Utility Assistance RFP issued in March. The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories proposals were referred to the RFP Review Committee for recommendation. See briefing paper for more information.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Expense \$ 2,199,980.00

Select \$

Select \$

Select \$

**Budget Account**

# 1760-95596-51040-54201-99999

#

#

#

**Approvals****Dept Head**

LEWIS, DAVID G.

**Division Director**

ALEXANDER, CUPID

**Finance**

HUGHES, MICHELLE

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

Urban Exp. 4/12/21

**Council Sponsor**

CM Stratton

**Distribution List**

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kmartin@spokanecity.org

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**Additional Approvals****Purchasing**

WAHL, CONNIE

tsigler@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

STOPHER, SALLY

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

calexander@spokanecity.org



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Emergency Rental Assistance Subgrant Recommendation
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award \$6,625,983.00 in ERA funds to three subgrantees: The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories.
<b>Background/History:</b> <p>The Treasury ERA is part of The U.S. Department of Treasury’s response to the COVID-19 disaster, making available \$25 billion in funds intended to prevent evictions that would contribute to the spread of the virus by paying rental arrears, current due rent, future rent, and utilities and home energy costs.</p> <p>On March 1, 2021 CHHS invited eligible agencies to apply for the approximately \$6,625,983.00 in funds allocated locally to the Treasury Emergency Rental Assistance (ERA) program. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. Agreements will be released after Council approval of subawards.</p>	
<b>Executive Summary:</b> <p>CHHS received proposals from several agencies. The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories proposals were referred to the RFP Review Committee for recommendation.</p> <p>The RFP Review Committee met to review applications and recommended funding the three agencies at the following levels:</p> <ul style="list-style-type: none"> <li>• The Carl Maxey Center: \$385,000.00</li> <li>• Family Promise: \$2,199,980.00</li> <li>• LiveStories: \$4,041,003.00</li> </ul>	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: U.S. Treasury Department</p> <p>Other budget impacts: N/A</p>	



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/14/2021

**Clerk's File #**

OPR 2021-0272

**Renews #****Cross Ref #**

OPR 2021-0020

**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**MARGARET 867-8539  
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR 22520

**Agenda Item Name**

1680 - TREASURY ERA SUBGRANT RECOMMENDATION - LIVESTORIES

**Agenda Wording**

CHHS is requesting permission to award \$4,041,003 in Emergency Rental Assistance ("ERA") funds to geocko, inc. dba LiveStories. Agreement will be released after Council approval of subawards.

**Summary (Background)**

CHHS received proposals from several agencies in response to the Emergency Rent and Utility Assistance RFP issued in March. The Carl Maxey Center, Family Promise of Spokane, and LiveStories proposals were referred to the RFP Review Committee for recommendation. See briefing paper for more information.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 4,041,003

# 1760-95596-51040-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

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**For the Mayor**

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**Additional Approvals**

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**Purchasing**

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**GRANTS,  
CONTRACTS &  
PURCHASING**

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chhsaccounting@spokanecity.org

calexander@spokanecity.org



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Emergency Rental Assistance Subgrant Recommendation
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award \$6,625,983.00 in ERA funds to three subgrantees: The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories.
<b>Background/History:</b> <p>The Treasury ERA is part of The U.S. Department of Treasury’s response to the COVID-19 disaster, making available \$25 billion in funds intended to prevent evictions that would contribute to the spread of the virus by paying rental arrears, current due rent, future rent, and utilities and home energy costs.</p> <p>On March 1, 2021 CHHS invited eligible agencies to apply for the approximately \$6,625,983.00 in funds allocated locally to the Treasury Emergency Rental Assistance (ERA) program. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. Agreements will be released after Council approval of subawards.</p>	
<b>Executive Summary:</b> <p>CHHS received proposals from several agencies. The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories proposals were referred to the RFP Review Committee for recommendation.</p> <p>The RFP Review Committee met to review applications and recommended funding the three agencies at the following levels:</p> <ul style="list-style-type: none"> <li>• The Carl Maxey Center: \$385,000.00</li> <li>• Family Promise: \$2,199,980.00</li> <li>• LiveStories: \$4,041,003.00</li> </ul>	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: U.S. Treasury Department</p> <p>Other budget impacts: N/A</p>	



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/14/2021

**Clerk's File #**

OPR 2021-0255

**Renews #****Cross Ref #****Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**MARGARET 867-8539  
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR 22521

**Agenda Item Name**

1680 - KAISER PERMANENTE BENEFIT FUND SUBAWARD APPROVAL TO FAMILY PROMISE

**Agenda Wording**

CHHS is requesting permission to subgrant \$80,000 of the Kaiser Permanente National Benefit Foundation funds to Family Promise to support families overflow hoteling project required to meet COVID-19 safety protocols.

**Summary (Background)**

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15th, 2020-October 15th, 2021. See briefing paper for more information.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 80,000.00

# 1700-95595-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

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**Additional Approvals**

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**Purchasing**

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**GRANTS,  
CONTRACTS &  
PURCHASING**

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chhsaccounting@spokanecity.org

calexander@spokanecity.org



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Kaiser Permanente National Benefit Fund at the East Bay Community Foundation award for COVID-19 Prevention and Response among homeless populations
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	Funds expire October 15, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to subgrant \$80,000 of these funds to Family Promise to support families overflow hoteling project required to meet COVID-19 safety protocols.

#### Background/History:

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15<sup>th</sup>, 2020–October 15<sup>th</sup>, 2021.

#### Executive Summary:

- The intention of the grant is to provide flexible, responsive funds to prevent and manage COVID-19 among people experiencing homelessness.
- Catholic Charities of Eastern Washington was first awarded Kaiser funds for a families overflow shelter in a competitive process. As their shelter was underutilized, it was agreed that the overflow project transfer to Family Promise, who had also applied for funding in the same competitive process.
- These funds will be used to support the Family Promise overflow hoteling project needed to meet COVID safety protocol.

#### Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No  
 If new, specify funding source: N/A  
 Other budget impacts: None

#### Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None  
 Known challenges/barriers: None



**AGREEMENT BETWEEN****CITY OF SPOKANE AND FAMILY PROMISE OF SPOKANE IN CONJUNCTION WITH THE  
KAISER PERMANENTE NATIONAL COMMUNITY BENEFIT FUND AT THE EAST BAY COMMUNITY  
FOUNDATION**

<b>1. Grantee</b> Family Promise of Spokane 904 East Hartson Avenue Spokane, Washington 99202		<b>2. Contract Amount</b> \$80,000.00		<b>3. Tax ID#</b> 91-1707988	
				<b>4. DUNS#</b> 019916469	
<b>5. Grantee's Program Representative</b> Serena Graves, Open Doors Program Manager 2002 E. Mission Ave Spokane, WA 99202 509-723-4663 <a href="mailto:sgraves@familypromiseofspokane.org">sgraves@familypromiseofspokane.org</a>			<b>6. City's Program Representative</b> Margaret Hinson, COVID Program Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6056 <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a>		
<b>7. Grantee's Financial Representative</b> Joe Ader, Executive Director 904 E. Hartson Ave Spokane, WA 99202 509-747-5487 <a href="mailto:jader@familypromiseofspokane.org">jader@familypromiseofspokane.org</a>			<b>8. City's Contract Representative</b> Margaret Hinson, COVID Program Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6056 <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a>		
<b>9. Grantor Award #</b> 20210710		<b>10. Start Date</b> 03/10/2021		<b>11. End Date</b> 10/15/2021	
<b>12. Federal Funds</b> N/A	<b>CFDA #</b> N/A	<b>Federal Agency</b> N/A			
<b>13. Total Federal Award</b> N/A	<b>14. Federal Award Date</b> N/A	<b>15. Research &amp; Development?</b> No		<b>16. Indirect Cost Rate</b> 10% MTDC	
<b>17. Grantee Selection Process:</b> (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 checked="" type="checkbox"/> Pre-approved by Funder			<b>18. Grantee Type: (check all that apply)</b> <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		
<b>19. Grant Purpose:</b> This grant is designed to support the COVID-19 prevention and response amongst persons experiencing homelessness, shelter staff, and volunteers in Spokane County. The Healthy Sheltering Program provides socially distanced sheltering options for individuals and families experiencing homelessness and funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on providing life-saving interventions.					
<b>20. CITY and the GRANTEE</b> , 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) Attachment "A" - Debarment Certification, (3) Attachment "B" – Grantee Billing Form, and (4) Attachment "C" – Program Report.					

**(FACE SHEET)**



## **TERMS AND CONDITIONS**

### **SECTION NO. 1: PERFORMANCE**

The GRANTEE will be responsible for administering an Emergency Hoteling for Families Program (“Program”) in a manner satisfactory to the CITY, in coordination with the CITY and other services providers. The GRANTEE shall provide emergency shelter services for families (households with minor children) that are experiencing homelessness. The Program shall include the following minimum levels of services and activities:

- 1) GRANTEE shall provide access to hotel voucher and transitional case management to families unable to access emergency shelter in Spokane due to shelters being full. Case management will include temporary stable sheltering in a hotel while coordinating access to a more stable housing solution that meet family needs, coordination with Homeless Families Coordinated Assessment (“HFCA”) resources, to ensure families are well served.
- 2) All services provided shall be low-barrier and inclusive, and meet basic needs.
- 3) All services provided shall follow COVID-19 protocols as determined by the Centers for Disease Control and the Spokane Regional Health District.
- 4) The GRANTEE shall provide a final report as specified in section 7.H.3 of this agreement.
- 5) The GRANTEE shall provide a final report as specified in section 7.H.3 of this agreement.

#### **A. PERFORMANCE MONITORING**

The CITY will conduct reviews of the services being provided as determined necessary and will monitor the performance of the GRANTEE against established performance measures, 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 reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

### **SECTION NO. 2: TIME OF PERFORMANCE**

The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated.



**SECTION NO. 3: BUDGET**

<u>Category</u>	<u>Amount</u>
Operations	\$77,923
Administration	\$2,077
TOTAL	\$80,000

**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, 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 outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements.

**SECTION NO. 5: NOTICES**

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the CITY and GRANTEE.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

**SECTION NO. 6: SPECIAL CONDITIONS**

The GRANTEE shall send essential staff to all mandatory CITY training and information meetings.

The GRANTEE shall not sub-award any funds included in this Agreement.

The PARTIES shall provide to each other all public information communications that are publically disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.



## **SECTION NO. 7: GENERAL CONDITIONS**

### **A. DOCUMENTATION AND RECORD KEEPING**

#### **1) Records to be Maintained**

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

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

#### **2) Retention**

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

#### **3) Client Data**

The GRANTEE shall maintain client data for Program services provided. Such data shall include the Universal Data Elements (as provided in the HUD 2017 Homeless Management Information System Data Standards), which include: client name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, project start date, project exit date, destination, relationship to head of household, client location, housing move-in date, and living situation. 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" (PHI) 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.

**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 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, and thus GRANTEE is solely responsible.



### 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. INSURANCE AND BONDING

During the term of the Agreement, the GRANTEE shall maintain in force 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 the 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.
- 3) 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;

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.

### E. INDEMNIFICATION

The Grantee shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the Grantee to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Grantee's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Grantee, its agents or employees. The



Grantee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Grantee's own employees against the City and, solely for the purpose of this indemnification and defense, the Grantee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Grantee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### F. AMENDMENTS/MODIFICATION

The CITY or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed with the same formality as this Agreement, in writing and signed by a duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from 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 (as designated on the Face Sheet of this Agreement). If approved, the CITY will notify the GRANTEE in writing.** Budgeted amounts shall not be shifted between categories or Programs without written approval by the CITY, and any costs for completing the Program/activities over and above the amount awarded by the CITY shall be the sole financial responsibility of the GRANTEE.

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 funding, the scope of services, or schedule of the Program/activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

#### G. SUSPENSION OR TERMINATION

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 policies or directives as may become applicable at any time; and
- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and
- c. Ineffective or improper use of funds provided under this Agreement; and/or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.



## H. REPORTING AND PAYMENT PROCEDURES

### 1) Indirect Costs

If indirect costs are charged using a methodology other than 10% Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan 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.

### 2) 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, 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 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

#### a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement. With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.



b. Payment

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

In the event that the CITY 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 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

3) Final Report

GRANTEE shall submit a final program report using the form provided as Attachment C to the City's Program Representative by October 15, 2021 or in conjunction with the final reimbursement request, whichever comes first. Additionally, the GRANTEE shall submit a one (1) page report containing a narrative description of the how the Program funds were used to prevent and respond to COVID-19 for homeless families, including Program accomplishments and challenges to be submitted with Attachment C.

4) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, and the System Performance Measures Report as specified by the CITY.

I. CONTRACT MANAGEMENT STANDARDS

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



this Agreement. The CITY designee may inspect and audit all records and other materials and the GRANTEE shall make such available upon request.

**J. INTERNAL AUDITING CONTROL**

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

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

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to [chhsreports@spokaneCITY.org](mailto: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. Corrective action plans are to be submitted for all findings 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](mailto: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](mailto:chhsreports@spokaneCITY.org).

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.

**K. 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. 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.

**L. COMPLIANCE WITH LAWS**

Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

**M. ASSIGNMENTS**

This Agreement is binding on the parties and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the CITY of Spokane.

**N. NON-WAIVER**

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

**O. 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.

**P. 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.



#### **Q. CITY RECOGNITION**

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

#### **SECTION NO. 8: 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 remain in full force and effect.

#### **SECTION NO. 9: 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. 10: 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 the subject matter of this Agreement.

#### **SECTION NO. 11: CONSTRUAL**

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either party, and is intended to benefit only the Parties to this Agreement, there are no third-party beneficiaries.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

**FAMILY PROMISE OF SPOKANE**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**CITY OF SPOKANE**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_



Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
CITY Clerk

Approved as to form:

\_\_\_\_\_  
Assistant CITY Attorney



**ATTACHMENT A**

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

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

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

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

<u>Family Promise of Spokane</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Families Overflow Hoteling Project</u> Program Title (Type or Print)
   Name of Certifying Official (Type or Print)	   Signature
   Title of Certifying Official (Type or Print)	   Date (Type or Print)



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

A reimbursement request, otherwise known as a bill or invoice, 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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ 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.



	<b>City of Spokane</b> <b>Grantee Billing Form</b> <b>KAISER PERMANENTE NATIONAL</b> <b>COMMUNITY BENEFIT FUND</b>	City Clerk #		
		Vendor ID #		035469
		FMS Acct #		1700-95595-65410-54201-99999
<b>SUBMIT BILLING TO:</b>		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate</u> : I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
<b>GRANTEE (Warrant is to be payable to:)</b>				
Family Promise 904 E. Hartson Ave Spokane, WA 99202		<b>Grantee Certification</b>		
Project/Program:	Emergency Hoteling for Families	<b>By:</b>		
Award Number:	#20210710	(SIGN IN INK)		
National Objective:	N/A	(TITLE) (DATE)		
Eligibility Code:	N/A			
IDIS Activity ID:	N/A	(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	3/10/2021 - 10/15/2021	Billing date:		
Indirect Cost Rate:	10% MTDC	Expense Period:		
<b>EXPENSE Categories:</b>	<b><u>A</u> Grant Budget</b>	<b><u>B</u> Current Expense Request</b>	<b><u>C</u> Total Previously Requested</b>	<b><u>D</u> Grant Balance (A-B-C)</b>
<b>OPERATIONS</b>				
Salaries and Benefits	\$ 11,829.00	\$ -	\$ -	\$ 11,829.00
Supplies	\$ 1,118.00	\$ -	\$ -	\$ 1,118.00
Direct Client Assistance	\$ 6,709.00	\$ -	\$ -	\$ 6,709.00
Hotel Costs	\$ 58,267.00	\$ -	\$ -	\$ 58,267.00
<b>ADMINISTRATION</b>				
Indirect Cost Rate:	\$ 2,077.00	\$ -	\$ -	\$ 2,077.00
<b>GRAND TOTAL</b>	<b>\$ 80,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,000.00</b>
Contract Amount (auto populated)		\$ 80,000.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 80,000.00	% Remaining:	100.00%
<input type="checkbox"/> ← Check box if final request.		CHHS Approval:		



# Payee Expense Report

Organization:	Family Promise	Grant #:	#20210710	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.

<b>Payee/Vendor Name</b>	<b>Expense Category (Support Services, Operating Expenses, etc.)</b>	<b>Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)</b>	<b>Direct Amount Billed to Grant</b>	<b>Indirect Amount Billed to Grant</b>	<b>Total</b>
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
<b>Total Current Expenses Requested this Period</b>			\$ -	\$ -	\$ -



Staff Expense Report								
Organization:	Family Promise	Grant #:	#20210710	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 (100% of time on ALL activities)	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					\$ -	\$ -	\$ -	\$ -



# ATTACHMENT C - PROGRAM REPORT

<b>Final Report due 10/15/2021 or in conjunction with final reimbursement request, whichever comes sooner.</b>	
Please attach any product or publicity related to this grant or provide a link to it.	
<b>Grant Management Logistics</b>	
How many FTE of staff were funded by this grant?	
What activities were carried out by the additional staff provided by this grant? (use additional lines if necessary, focus on most significant activities)	
Any other activities taking place with grant funds to report on?	
<b>Reporting on longer-term outcomes over the course of this grant:</b>	
How many individuals were served using funds from this grant?	
How many (if any) individuals were tested for COVID-19 using grant funds?	
Any other outcomes as a result of grant funds to report on?	
<b>Qualitative implementation data</b>	
What have been your biggest successes in implementing this grant?	
What are the major challenges/barriers you've faced during implementation?	
Any lessons learned to share?	
Any thoughts about sustainability of these activities?	
Is there a compelling story you could share to illustrate the impact of this grant?	





# Agenda Sheet for City Council Meeting of:

04/26/2021

**Date Rec'd**

4/14/2021

**Clerk's File #**

OPR 2016-0959

**Renews #**

**Cross Ref #**

**Project #**

**Bid #**

**Requisition #**

CR 22518

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Contact Name/Phone**

DAVID LEWIS 625-6051

**Contact E-Mail**

DGLEWIS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

1680 - CMIS SUBSCRIPTION AS A SERVICE AMENDMENT

## Agenda Wording

CHHS is requesting permission to amend the Community Management Information System subscription as a service agreement due to increase license and storage costs.

## Summary (Background)

The Community Management Information System (CMIS) serves as the single repository of data regarding those that receive or seek homeless, or at-risk of homelessness, services within Spokane County; it also serves a pivotal role in providing data and analysis used to inform planning efforts regarding homeless/at-risk populations. It meets the federal designation of an HMIS (Homeless Management Information System) and serves as prerequisite for Spokane County's eligibility for grant funding.

Lease? NO

Grant related? YES

Public Works? NO

## Fiscal Impact

Expense \$ 58,592.00

Select \$

Select \$

Select \$

## Budget Account

# 1541-95575-65430-53104-99999

#

#

#

## Approvals

**Dept Head**

LEWIS, DAVID G.

**Division Director**

ALEXANDER, CUPID

**Finance**

HUGHES, MICHELLE

**Legal**

PICCOLO, MIKE

**For the Mayor**

COTE, BRANDY

## Council Notifications

**Study Session\Other**

Urban Exp. - 4/12/2021

**Council Sponsor**

CM Stratton

## Distribution List

tsigler@spokanecity.org

dglewis@spokanecity.org

hmis@spokanecity.org

## Additional Approvals

**Purchasing**

WAHL, CONNIE

chhsgrants@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

STOPHER, SALLY

chhsaccounting@spokanecity.org



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	CMIS Subscription Amendment
<b>Date:</b>	3/29/2021
<b>Author (email &amp; phone):</b>	David Lewis (dglewis@spokanecity.org / 509-625-6051
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend the Community Management Information System subscription as a service agreement due to increase license and storage costs.
<b>Background/History:</b> <p>The Community Management Information System, or CMIS, serves as the single repository of data regarding those that receive or seek homeless, or at-risk of homelessness, services within Spokane County; it also serves a pivotal role in providing the data and analysis used to inform all strategic planning efforts regarding homeless/at-risk populations. It meets the federal designation of an HMIS (Homeless Management Information System) and serves as the prerequisite for Spokane County's eligibility for federal and state funding.</p> <p>The CMIS was rebranded from HMIS as a result of growth into service sectors not specifically focused on homelessness, such as: ALICE (Asset Limited Income Constrained) populations, prevention-focused services, and as the database in use by DSHS, ZoNE Collaborative, health care and justice service providers, for coordination of services to vulnerable populations.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The amendment is necessary to meet the continuous rapid growth of the CMIS database and to ensure we're providing the support needed to our various non-profit and governmental agencies that rely on the CMIS for day-to-day service delivery.</li> <li>It will ensure that we're able to meet our federal, state, and local, reporting obligations and requirements.</li> <li>Increased capacity will also help improve our overall system's efficiency by allowing more data to be stored and accessible to service providers, saving staff time to reinvest in better service delivery.</li> <li>Increased license capacity will allow for increased CMIS access for new and existing partners, which will help improve the scope and quality of the data available for use in planning, service delivery, and client case management.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.





**City of Spokane**

**AGREEMENT AMENDMENT B**

Title: CLIENTTRACK SUBSCRIPTION

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and ECCOVIA, INC., whose address is 545 East 4500 South, Suite E260, Salt Lake City, Utah 84107, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Consultant agreed to PROVIDE THE CITY WITH A NON-EXCLUSIVE LICENSE TO USE THE APPLICATION SERVER, SOFTWARE SET AND SUPPORT SERVICES, SOLELY FOR THE PURPOSE OF ACCESS AND EXECUTION OF THE CITY'S SUBSCRIPTION TO THE CLIENTTRACK SOFTWARE APPLICATION DELIVERED AS A SERVICE OVER THE INTERNET; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amendment by this written document; and

WHEREAS, additional funds are necessary to complete the Project due to increased Concurrent User Access licenses and increased storage costs, thus the original Agreement needs to be formally Amended by this written document; and

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Agreement dated December 12, 2016, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Agreement Extension shall become effective January 28, 2021.

3. **COMPENSATION.** The total amount City shall pay Consultant is increased by **FIFTY EIGHT THOUSAND FIVE HUNDRED NINETY TWO AND NO/100 DOLLARS (\$58,592.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED SIXTY ONE THOUSAND**



**TWO HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$261,245.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document.

<b>ECCOVIA, INC.</b>	<b>CITY OF SPOKANE:</b>
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

<b>ATTEST:</b>	<b>APPROVED AS TO FORM:</b>
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement Extension:

Attachment 1 – Debarment Certification



**ATTACHMENT 1**

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

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

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

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

<b>Eccovia, Inc.</b> Name of Subrecipient / Contractor / Consultant (Type or Print)	<b>ClientTrack Subscription</b> Program Title (Type or Print)
 Name of Certifying Official (Type or Print)	 Signature
 Title of Certifying Official (Type or Print)	 Date (Type or Print)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	<b>CONTACT NAME:</b> Holly Rencher <b>PHONE (A/C, No, Ext):</b> 801-924-1400 <b>E-MAIL ADDRESS:</b> certrequests@ajg.com <b>FAX (A/C, No):</b> 801-924-1441
<b>INSURED</b> EccoVia, Inc 545 East 4500 South #260 Salt Lake City UT 84107	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Company <b>INSURER B:</b> Underwriters at Lloyd's London <b>INSURER C:</b> Hartford Accident and Indemnity Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 2002016352**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIK0334	6/21/2020	6/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAIK0334	6/21/2020	6/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			34SBAIK0334	6/21/2020	6/21/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		34WECCD5935	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B	Cyber Liability Professional Liability			1138979 1138979	6/21/2020 6/21/2020	6/21/2021 6/21/2021	Each Wrongful Act \$5,000,000

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

Verification of insurance subject to the terms and conditions of the policy.

Cyber Liability includes coverage for "Data Privacy and Network Security Liability", "Media Liability", and "Professional Liability"

**CERTIFICATE HOLDER****CANCELLATION**

Spokane City Hall - Community Housing & Human Services  
808 W. Spokane Falls Blvd  
6th Floor, City Hall  
Spokane WA 99201  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** ECCOVIA, INC.**Business name:** ECCOVIA, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 603-269-193**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 545 E 4500 S STE E260  
SALT LAKE CITY UT 84107-2956**Mailing address:** 545 E 4500 S STE E260  
SALT LAKE CITY UT 84107-2956**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration & First issuance
			<a href="#">Spokane General Business - Non-Resident</a>	<a href="#">Active</a>	May-31-2016; Mar-27-2016

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

Governing people	Title
CHAMPAGNE, CARLTON	





## Registered Trade Names

Registered trade names	Status	First issued
ECCOVIA SOLUTIONS	Active	Dec-13-2016
ECCOVIA, INC.	Active	Jun-18-2019

The Business Lookup information is updated nightly. Search date and time: 4/6/2021 8:00:58 PM

### Contact us

How are we doing?

### Take our survey!

Don't see what you expected?

**Check if your browser is supported**





**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2020-0806

**Renews #****Cross Ref #**

OPR 2020-0729

**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

DEBBIE CATO 625-6707

**Project #****Contact E-Mail**

DCATO@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR 22538

**Agenda Item Name**

1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0128U0T021912

**Agenda Wording**

CHHS is requesting approval of the attached amendment increasing funds by \$11,000 for a new project total of \$56,590. These funds are redistributed from two underspending projects as approved by the Spokane City/County Continuum of Care Board.

**Summary (Background)**

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 56,590.00

# 1541-95575-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

dcato@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

bschreiber@spokanecity.org

**Additional Approvals**

dglewis@spokanecity.org

**Purchasing**

WAHL, CONNIE

hmis@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<u>Background/History:</u> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
Annual/Reoccurring expenditure? ☒ Yes ☐ No  
If new, specify funding source: N/A  
Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
Requires change in current operations/policy? ☐ Yes ☒ No  
Specify changes required: None.  
Known challenges/barriers: None.





**City of Spokane**  
**AGREEMENT AMENDMENT A**

Title: Hope House Program  
(Project # WA0128U0T021912)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 as (“GRANTEE”).

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Hope House Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City’s entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated November 2, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City’s Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City’s Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FIFTY SIX THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$56,590.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Supportive Services	\$16,980
Operations	\$36,182
Administration	\$3,428
<b>TOTAL</b>	<b>\$56,590</b>

#### 5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$11,755</del> <u>\$14,505</u>
In-Kind Match	\$0
Total Match Commitment	<del>\$11,755</del> <u>\$14,505</u>

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.



## 6. AMENDMENT.

SECTION NO. 9.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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



**VOLUNTEERS OF AMERICA OF EASTERN  
WASHINGTON AND NORTHERN IDAHO**

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

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

\_\_\_\_\_  
Title

Attest:

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

**Attachments that are part of this Agreement:**  
Attachment 1 – Suspension & Debarment and FFATA Certification  
Attachment 2 – REVISED Grantee Billing Form

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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.**



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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 or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>	City Clerk # <b>OPR 2020-0806</b>			
	Vendor ID # 006700			
	FMS Acct # 1541-95575-65410-54201-73805			
<b>SUBMIT BILLING TO:</b>	<b>GRANTEE INFORMATION:</b>	<b>PROJECT INFORMATION:</b>		
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org	Volunteers of America 525 W. 2nd Ave Spokane, Washington 99201	Title: Hope House Award #: WA0128U0T21912 Term: 10/01/2020 - 07/31/2021 ICR: 10% MTDC		
<b>GRANTEE CERTIFICATION</b>				
<p>Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate</u>: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.</p>				
<b>Signed By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <b>Printed Name:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____				
<b>EXPENSES</b>				
	Expense Period:			
<b>Categories:</b>	<b>A</b> Grant Budget	<b>B</b> Current Expense Request	<b>C</b> Total Previously Requested	<b>D</b> Grant Balance (A-B-C)
<b>SUPPORTIVE SERVICES</b>				
Case Management	\$ 16,980.00	\$ -	\$ 4,890.16	\$ 12,089.84
<b>OPERATIONS</b>				
Maintenance/Repair	\$ 15,887.00	\$ -	\$ 9,518.66	\$ 6,368.34
Building Security	\$ 12,868.00	\$ -	\$ 1,866.01	\$ 11,001.99
Electricity, Gas and Water	\$ 5,963.00	\$ -	\$ 2,140.37	\$ 3,822.63
Furniture	\$ 833.00	\$ -	\$ 661.23	\$ 171.77
Equipment (lease/buy)	\$ 631.00	\$ -	\$ -	\$ 631.00
<b>ADMINISTRATION</b>				
Administration	\$ 3,428.00	\$ -	\$ 1,428.00	\$ 2,000.00
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -	
<b>GRAND TOTAL</b>	<b>\$ 56,590.00</b>	<b>\$ -</b>	<b>\$ 20,504.43</b>	<b>\$ 36,085.57</b>
Contract Amount (auto populated)		\$ 56,590.00	% Expended:	36.23%
Total Expended to Date (auto populated)		\$ 20,504.43		
Contract Remaining Balance		\$ 36,085.57	% Remaining:	63.77%
← Check box if final request.			CHHS Approval:	



## Payee Expense Report

Organization:	VOA
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Grant #:	WA0128U0T021912
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City Clerk #:	OPR 2020-0806
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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.

[illegible]



**Staff Expense Report**

Organization:	VOA	Grant #:	WA0128U0T021912	City Clerk #:	OPR 2020-0806			
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 (100% of time on ALL activities)	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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<b>Total Staff Expenses Requested this Period</b>					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report									
----------------------------------	--	--	--	--	--	--	--	--	--

[illegible]



## Housing Assistance Adjustment Report

<b>Organization:</b>	VOA	<b>Grant #:</b>	WA0128U0T021912				<b>City Clerk #</b>	OPR 2020-0806	
<b>Prepared By:</b>		<b>Title:</b>					<b>Date:</b>		
<b>Client ID</b>	<b>Unit Address and Number</b>	<b>Reason for Adjustment</b>	<b>Original Billing Period</b>	<b>Original Amount Charged to Grant</b>	<b>Revised Amount Charged to Grant</b>	<b>Difference (Due To)/From Grant</b>	<b>Original Amount Charged to Tenant</b>	<b>Revised Amount Charged to Tenant</b>	<b>Difference (Due To)/From Tenant</b>
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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<b>Total Billed to City</b>							\$ -		



**Match Report**

Organization:	VOA	Grant #:	WA0128U0T021912	City Clerk #:	OPR 2020-0806
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 14,505.00	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	VOA	Grant #:	WA0128U0T021912	City Clerk #:	OPR 2020-0806	Total Program Income Earned:
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.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
<b>Total Program Income Expended</b>			\$ -	
<b>Total Program Income Unspent <span style="color:red">(reduction to total reimbursement request)</span></b>			\$ -	





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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

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

<b>PRODUCER</b> Hub International Northwest LLC 835 N Post Street Suite 203 Spokane, WA 99201	<b>CONTACT NAME:</b> Laurie Stewart <b>PHONE (A/C, No, Ext):</b> (509) 462-7864 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> laurie.stewart@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	18058
<b>INSURED</b>  Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2139652	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2139652	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB724678	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

## CERTIFICATE HOLDER

## CANCELLATION

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



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO**Business name:** VOLUNTEERS OF AMERICA OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-004-806**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Mailing address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration	First issuance
			<a href="#">Spokane Nonprofit Business</a>	Active	Jul-31-2021	Feb-11-201

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

Governing people	Title
ALLISON, CHAIRMAN JOHN	
FORSTER, ROBERT	



**Governing people****Title**

HINISH, NATHAN

MAROZZO, TREASURE ANGELA

MONTGOMERY, HOLLY

SCARLETT, ANNA

SCHOTT, PRESIDENT FAWN

STEIGERWALD, VALERI

WYBORNEY, SECRETARY DARYCE

**Registered Trade Names****Registered trade names****Status****First issued**VOLUNTEERS OF AMERICA OF  
SPOKANE

Active

Feb-05-1987

VOLUNTEERS OF AMERICA OF  
SPOKANE CROSSWALK

Active

Feb-05-1987

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and  
time: 4/14/2021 10:36:43 AM

**Contact us**[How are we doing?](#)**[Take our survey!](#)**[Don't see what you expected?](#)**[Check if your browser is supported](#)**





# Agenda Sheet for City Council Meeting of:

04/26/2021

<b>Date Rec'd</b>	4/15/2021
<b>Clerk's File #</b>	OPR 2020-0809
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2020-0729
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 22540
<b>Agenda Item Name</b>	1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0130U0T021912

## Agenda Wording

CHHS is requesting approval of the attached amendment increasing funds by \$23,000 for a new project total of \$218,641. These funds are redistributed from two underspending projects as approved by the Spokane City/County Continuum of Care Board.

## Summary (Background)

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO Grant related? YES Public Works? NO

## Fiscal Impact

Expense \$ 218,641.00

Select \$

Select \$

Select \$

## Budget Account

# 1541-95575-65410-54201-99999

#

#

#

## Approvals

**Dept Head** LEWIS, DAVID G.

**Division Director** ALEXANDER, CUPID

**Finance** HUGHES, MICHELLE

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

## Additional Approvals

**Purchasing** WAHL, CONNIE

**GRANTS, CONTRACTS & PURCHASING** BROWN, SKYLER

CHHSACCOUNTING@SPOKANECITY.ORG

## Council Notifications

**Study Session\Other** Urban Exp. 4/12/21

**Council Sponsor** CM Stratton

## Distribution List

DCATO@SPOKANECITY.ORG

BSCHREIBER@SPOKANECITY.ORG

DGLEWIS@SPOKANECITY.ORG

HMIS@SPOKANECITY.ORG

CHHSGRANTS@SPOKANECITY.ORG



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<b><u>Background/History:</u></b> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<b><u>Executive Summary:</u></b> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**  
**AGREEMENT AMENDMENT A**

Title: Permanent Supportive Housing  
Program  
(Project # WA0130U0T021912)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Permanent Supportive Housing Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City's entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated November 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City's Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City's Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **TWENTY THREE THOUSAND AND NO/100 DOLLARS (\$23,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY ONE AND NO/100 DOLLARS (\$218,641.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Leasing	\$150,074
Supportive Services	\$44,274
Operations	\$15,673
Administration	\$8,620
<b>TOTAL</b>	<b>\$218,641</b>

#### 5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$12,797</del> <u>\$18,547</u>
In-Kind Match	\$0
Total Match Commitment	<del>\$12,797</del> <u>\$18,547</u>

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.



## 6. AMENDMENT.

SECTION NO. 9.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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



**VOLUNTEERS OF AMERICA OF EASTERN  
WASHINGTON AND NORTHERN IDAHO**

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

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

\_\_\_\_\_  
Title

Attest:

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

**Attachments that are part of this Agreement:**  
Attachment 1 – Suspension & Debarment and FFATA Certification  
Attachment 2 – REVISED Grantee Billing Form

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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.**



**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

**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 or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>	City Clerk #		<b>OPR 2020-0809</b>		
	Vendor ID #		006700		
	FMS Acct #		1541-95575-65410-54201-73805		
<b>SUBMIT BILLING TO:</b>		<b>GRANTEE INFORMATION:</b>		<b>PROJECT INFORMATION:</b>	
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org		Volunteers of America 525 W. 2nd Ave Spokane, WA 99201		Title: Samaritan 05-06 PSH Award #: WA0130U0T021912 Term: 09/01/2020 - 07/31/2021 ICR:10% MTDC	
<b>GRANTEE CERTIFICATION</b>					
Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.					
Signed By: _____		Title: _____		Date: _____	
Printed Name: _____		Telephone: _____		Email: _____	
<b>EXPENSES</b>					
	Expense Period:				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
<b>Categories:</b>	<b>Grant Budget</b>	<b>Current Expense Request</b>	<b>Total Previously Requested</b>	<b>Grant Balance (A-B-C)</b>	
<b>LEASING</b>					
Leasing	\$ 150,074.00	\$ -	\$ 82,656.53	\$ 67,417.47	
<b>SUPPORTIVE SERVICES</b>					
Case Management	\$ 44,274.00	\$ -	\$ 14,140.13	\$ 30,133.87	
<b>OPERATIONS</b>					
Maintenance/Repair	\$ 14,298.00	\$ -	\$ 3,530.95	\$ 10,767.05	
Furniture	\$ 1,375.00	\$ -	\$ 1,021.80	\$ 353.20	
<b>ADMINISTRATION</b>					
Administration	\$ 8,620.00	\$ -	\$ 5,020.65	\$ 3,599.35	
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -		
<b>GRAND TOTAL</b>	<b>\$ 218,641.00</b>	<b>\$ -</b>	<b>\$ 106,370.06</b>	<b>\$ 112,270.94</b>	
Contract Amount (auto populated)		\$ 218,641.00	% Expended:	48.65%	
Total Expended to Date (auto populated)		\$ 106,370.06			
Contract Remaining Balance		\$ 112,270.94	% Remaining:	51.35%	
← Check box if final request.			CHHS Approval:		



## Payee Expense Report

Organization:	VOA
---------------	-----

Grant #:	WA0130U0T021912
----------	-----------------

City Clerk #:	OPR 2020-0809
---------------	---------------

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:	VOA	Grant #:	WA0130U0T021912	City Clerk #:	OPR 2020-0809			
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 (100% of time on ALL activities)	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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<b>Total Staff Expenses Requested this Period</b>					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report														
Organization:		VOA				Grant #:		WA0130U0T021912			City Clerk #:		OPR 2020-0809	
Prepared By:						Title:					Date:			
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information				
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant		
Total Billed to City											\$	-		



## Housing Assistance Adjustment Report

[illegible]



**Match Report**

Organization:	VOA	Grant #:	WA0130U0T021912	City Clerk #:	OPR 2020-0809
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 18,547.00	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	VOA	Grant #:	WA0130U0T021912	City Clerk #:	OPR 2020-0809	Total Program Income Earned:
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.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
<b>Total Program Income Expended</b>		<b>\$</b>	<b>-</b>	
<b>Total Program Income Unspent (reduction to total reimbursement request)</b>		<b>\$</b>	<b>-</b>	





VOLUOFA-02

VMCLEAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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

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

<b>PRODUCER</b> Hub International Northwest LLC 835 N Post Street Suite 203 Spokane, WA 99201	<b>CONTACT NAME:</b> Laurie Stewart <b>PHONE (A/C, No, Ext):</b> (509) 462-7864 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> laurie.stewart@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	18058
<b>INSURED</b>  Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2139652	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2139652	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB724678	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

## CERTIFICATE HOLDER

## CANCELLATION

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



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO**Business name:** VOLUNTEERS OF AMERICA OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-004-806**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Mailing address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration	First issuance
			<a href="#">Spokane Nonprofit Business</a>	Active	Jul-31-2021	Feb-11-201

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

Governing people	Title
ALLISON, CHAIRMAN JOHN	
FORSTER, ROBERT	



**Governing people****Title**

HINISH, NATHAN

MAROZZO, TREASURE ANGELA

MONTGOMERY, HOLLY

SCARLETT, ANNA

SCHOTT, PRESIDENT FAWN

STEIGERWALD, VALERI

WYBORNEY, SECRETARY DARYCE

**Registered Trade Names****Registered trade names****Status****First issued**VOLUNTEERS OF AMERICA OF  
SPOKANE

Active

Feb-05-1987

VOLUNTEERS OF AMERICA OF  
SPOKANE CROSSWALK

Active

Feb-05-1987

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and  
time: 4/14/2021 10:36:43 AM

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**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2020-0811

**Renews #****Cross Ref #**

OPR 2020-0729

**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

DEBBIE CATO 625-6707

**Project #****Contact E-Mail**

DCATO@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR 22539

**Agenda Item Name**

1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0129U0T021912

**Agenda Wording**

CHHS is requesting approval of the attached amendment increasing funds by \$51,000 for a new project total of \$301,326. These funds are redistributed from two underspending projects as approved by the Spokane City/County Continuum of Care Board.

**Summary (Background)**

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 301,326.00

# 1541-95575-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

DCATO@SPOKANECITY.ORG

**For the Mayor**

ORMSBY, MICHAEL

BSCHREIBER@SPOKANECITY.ORG

**Additional Approvals**

DGLEWIS@SPOKANECITY.ORG

**Purchasing**

WAHL, CONNIE

HMIS@SPOKANECITY.ORG

**GRANTS,  
CONTRACTS &  
PURCHASING**

BROWN, SKYLER

CHHSGRANTS@SPOKANECITY.ORG

CHHSACCOUNTING@SPOKANECITY.ORG



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<u><b>Background/History:</b></u> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<u><b>Executive Summary:</b></u> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**

**AGREEMENT AMENDMENT A**

Title: Off-Site Permanent Supportive Housing Program  
(Project # WA0129U0T021912)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 as (“GRANTEE”).

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Off-Site Permanent Supportive Housing Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City’s entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated November 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City’s Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City’s Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **FIFTY ONE THOUSAND AND NO/100 DOLLARS (\$51,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **THREE HUNDRED ONE THOUSAND THREE HUNDRED TWENTY SIX AND NO/100 DOLLARS (\$301,326.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Leasing	\$184,160
Supportive Services	\$59,258
Operations	\$47,701
Administration	\$10,207
TOTAL	\$301,326

#### 5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$18,093</del> <u>\$30,843</u>
In-Kind Match	\$0
Total Match Commitment	\$30,843

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.



## 6. AMENDMENT.

SECTION NO. 9.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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



**VOLUNTEERS OF AMERICA OF EASTERN  
WASHINGTON AND NORTHERN IDAHO**

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

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

\_\_\_\_\_  
Title

Attest:

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

**Attachments that are part of this Agreement:**

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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.**



**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

**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 or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>	City Clerk #		<b>OPR 2020-0811</b>		
	Vendor ID #		006700		
	FMS Acct #		1541-95575-65410-54201-73805		
<b>SUBMIT BILLING TO:</b>		<b>GRANTEE INFORMATION:</b>		<b>PROJECT INFORMATION:</b>	
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org		Volunteers of America 525 W. 2nd Ave. Spokane, Washington 99201		Title: Off Site PSH Award #: WA0129U0T21912 Term: 10/01/2020 - 07/31/2021 ICR: 10% MTDC	
<b>GRANTEE CERTIFICATION</b>					
Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.					
Signed By: _____		Title: _____		Date: _____	
Printed Name: _____		Telephone: _____		Email: _____	
<b>EXPENSES</b>					
	Expense Period:				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
<b>Categories:</b>	<b>Grant Budget</b>	<b>Current Expense Request</b>	<b>Total Previously Requested</b>	<b>Grant Balance (A-B-C)</b>	
<b>LEASING</b>					
Leasing	\$ 184,160.00	\$ -	\$ 92,631.77	\$ 91,528.23	
<b>SUPPORTIVE SERVICES</b>					
Case Management	\$ 59,258.00	\$ -	\$ 24,258.00	\$ 35,000.00	
<b>OPERATIONS</b>					
Maintenance/Repair	\$ 22,778.00	\$ -	\$ 12,294.49	\$ 10,483.51	
Building Security	\$ 24,223.00	\$ -	\$ 10,257.13	\$ 13,965.87	
Equipment (lease/buy)	\$ 700.00	\$ -	\$ 35.52	\$ 664.48	
<b>ADMINISTRATION</b>					
Administration	\$ 10,207.00	\$ -	\$ 6,207.00	\$ 4,000.00	
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -		
<b>GRAND TOTAL</b>	<b>\$ 301,326.00</b>	<b>\$ -</b>	<b>\$ 145,683.91</b>	<b>\$ 155,642.09</b>	
Contract Amount (auto populated)		\$ 301,326.00	% Expended:	48.35%	
Total Expended to Date (auto populated)		\$ 145,683.91			
Contract Remaining Balance		\$ 155,642.09	% Remaining:	51.65%	
← Check box if final request.			CHHS Approval:		



## Payee Expense Report

Organization:	VOA
---------------	-----

Grant #:	WA0129U0T021912
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City Clerk #:	OPR 2020-0811
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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.

[illegible]



Staff Expense Report								
Organization:	VOA	Grant #:	WA0129U0T021912	City Clerk #:	OPR 2020-0811			
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 (100% of time on ALL activities)	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					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report												
Organization:	VOA				Grant #:	WA0129U0T021912				City Clerk #:	OPR 2020-0811	
Prepared By:					Title:					Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	



## Housing Assistance Adjustment Report

Organization:	VOA		Grant #:	WA0129U0T021912			City Clerk #	OPR 2020-0811	
Prepared By:			Title:				Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant
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**Match Report**

Organization:	VOA	Grant #:	WA0129U0T021912	City Clerk #:	OPR 2020-0811
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 30,843.00	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
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<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



Program Income Report						
Organization:	VOA	Grant #:	WA0129U0T021912	City Clerk #:	OPR 2020-0811	Total Program Income Earned:
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.						
Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes		
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Total Program Income Expended			\$ -			
Total Program Income Unspent (reduction to total reimbursement request)			\$ -			





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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

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

<b>PRODUCER</b> Hub International Northwest LLC 835 N Post Street Suite 203 Spokane, WA 99201	<b>CONTACT NAME:</b> Laurie Stewart <b>PHONE (A/C, No, Ext):</b> (509) 462-7864 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> laurie.stewart@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	18058
<b>INSURED</b>  Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2139652	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2139652	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB724678	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

## CERTIFICATE HOLDER

## CANCELLATION

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



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO**Business name:** VOLUNTEERS OF AMERICA OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-004-806**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Mailing address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration	First issuance
			<a href="#">Spokane Nonprofit Business</a>	Active	Jul-31-2021	Feb-11-201

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

Governing people	Title
ALLISON, CHAIRMAN JOHN	
FORSTER, ROBERT	



**Governing people****Title**

HINISH, NATHAN

MAROZZO, TREASURE ANGELA

MONTGOMERY, HOLLY

SCARLETT, ANNA

SCHOTT, PRESIDENT FAWN

STEIGERWALD, VALERI

WYBORNEY, SECRETARY DARYCE

**Registered Trade Names****Registered trade names****Status****First issued**VOLUNTEERS OF AMERICA OF  
SPOKANE

Active

Feb-05-1987

VOLUNTEERS OF AMERICA OF  
SPOKANE CROSSWALK

Active

Feb-05-1987

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# Agenda Sheet for City Council Meeting of:

04/26/2021

<b>Date Rec'd</b>	4/15/2021
<b>Clerk's File #</b>	OPR 2020-0896
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2020-0729
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 22541

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	DEBBIE CATO 625-6707
<b>Contact E-Mail</b>	DCATO@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0218U0T021909

## Agenda Wording

CHHS is requesting approval of the attached amendment increasing funds by \$15,000 for a new project total of \$105,497. These funds are redistributed from two underspending projects as approved by the Spokane City/County Continuum of Care Board.

## Summary (Background)

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO Grant related? YES Public Works? NO

## Fiscal Impact

Expense \$ 105,497.00

Select \$

Select \$

Select \$

## Budget Account

# 1541-95575-65410-54201-99999

#

#

#

## Approvals

**Dept Head** LEWIS, DAVID G.

**Division Director** ALEXANDER, CUPID

**Finance** HUGHES, MICHELLE

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

## Council Notifications

**Study Session\Other** Urban Exp. 4/12/21

**Council Sponsor** CM Stratton

## Distribution List

DCATO@SPOKANECITY.ORG

BSCHREIBER@SPOKANECITY.ORG

DGLEWIS@SPOKANECITY.ORG

HMIS@SPOKANECITY.ORG

**GRANTS, CONTRACTS & PURCHASING** BROWN, SKYLER CHHSGRANTS@SPOKANECITY.ORG

CHHSACCOUNTING@SPOKANECITY.ORG



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<b>Background/History:</b> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**  
**AGREEMENT AMENDMENT A**

Title: Samaritan III  
(Project # WA0218U0T021909)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Samaritan III Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City's entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated December 7, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

**FACE SHEET** – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City's Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City's Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

**SECTION NO. 1 (B) – PERFORMANCE MEASURES.** The original Agreement is amended as follows:

Project performance measures are identified as follows:

HMIS Project Name(s):	VOA--PSH--WA0218--Lloyd Apts II
Population(s) Served:	Households without Children
# of Units in Inventory:	14
# of Beds in Inventory:	14
Projected # of Households Served	<del>46</del> 14

<b><u>Permanent Housing</u></b>	<b>Minimum Performance Standards</b>	<b>System Performance Target</b>	<b>2019-2020</b>	<b>2020-2021 (8 Months)</b>
# of households served			16	<del>46</del> 14
<b>Local Measure:</b> Average utilization rate (average # of clients served on a given night / total project inventory)	85%	95%	90%	95%
<b>Metric 7b.2:</b> Percentage of households who exit to or retain permanent housing	93%	95%	93%	95%
<b>Measure 2b:</b> Percentage of households exiting to permanent housing destinations who return to homelessness within 2 years	5%	3%	3%	3%
<b>Metric 4.3:</b> Percentage of adults with increased income at annual assessment	50%	55%	50%	55%
<b>Metric 4.6:</b> Percentage of adults with increased income at project exit	45%	50%	50%	50%

#### 5. AMENDMENT.

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE HUNDRED FIVE THOUSAND FOUR HUNDRED NINETY SEVEN AND NO/100 DOLLARS (\$105,497.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<b><u>Category</u></b>	<b><u>Amount</u></b>
Leasing	\$72,916
Operating Costs	\$28,092
Administration	\$4,489
<b>TOTAL</b>	<b>\$105,497</b>

#### 6. AMENDMENT.

**SECTION NO. 4 – MATCHING CONTRIBUTIONS.** The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.



The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	\$5,017 \$8,768
In-Kind Match	\$0
Total Match Commitment	\$5,017 \$8,768

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

## **7. AMENDMENT.**

**SECTION NO. 9.C.3 – PAYMENT PROCEDURES.** The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. **Reimbursement Requests:**

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.



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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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

**VOLUNTEERS OF AMERICA OF EASTERN  
WASHINGTON AND NORTHERN IDAHO**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

**Attachments that are part of this Agreement:**

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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.**



**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

**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 or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>	City Clerk #		<b>OPR 2020-0896</b>		
	Vendor ID #		006700		
	FMS Acct #		1541-95575-65410-54201-73805		
<b>SUBMIT BILLING TO:</b>		<b>GRANTEE INFORMATION:</b>		<b>PROJECT INFORMATION:</b>	
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org		Volunteers of America 525 W. 2nd Ave Spokane, WA 99201		Title: Samaritan III Award #: WA0218U0T021909 Term: 12/1/2020 - 7/31/2021 ICR: 10% MTDC	
<b>GRANTEE CERTIFICATION</b>					
Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.					
Signed By: _____		Title: _____		Date: _____	
Printed Name: _____		Telephone: _____		Email: _____	
<b>EXPENSES</b>					
	Expense Period:				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
<b>Categories:</b>	<b>Grant Budget</b>	<b>Current Expense Request</b>	<b>Total Previously Requested</b>	<b>Grant Balance (A-B-C)</b>	
<b>LEASING</b>					
Leasing	\$ 72,916.00	\$ -	\$ 27,615.75	\$ 45,300.25	
<b>OPERATIONS</b>					
Maintenance/Repair	\$ 12,784.00	\$ -	\$ 2,912.59	\$ 9,871.41	
Building Security	\$ 13,679.00	\$ -	\$ 1,955.90	\$ 11,723.10	
Furniture	\$ 1,333.00	\$ -	\$ -	\$ 1,333.00	
Equipment (lease/buy)	\$ 296.00	\$ -	\$ -	\$ 296.00	
<b>ADMINISTRATION</b>					
Administration	\$ 4,489.00	\$ -	\$ 985.16	\$ 3,503.84	
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -		
<b>GRAND TOTAL</b>	<b>\$ 105,497.00</b>	<b>\$ -</b>	<b>\$ 33,469.40</b>	<b>\$ 72,027.60</b>	
Contract Amount (auto populated)		\$ 105,497.00	% Expended:	31.73%	
Total Expended to Date (auto populated)		\$ 33,469.40			
Contract Remaining Balance		\$ 72,027.60	% Remaining:	68.27%	
← Check box if final request.			CHHS Approval:		



## Payee Expense Report

Organization:	VOA
---------------	-----

Grant #:	WA0218U0T021909
----------	-----------------

City Clerk #:	OPR 2020-0896
---------------	---------------

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.

[illegible]



Staff Expense Report								
Organization:	VOA	Grant #:	WA0218U0T021909	City Clerk #:	OPR 2020-0896			
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 (100% of time on ALL activities)	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					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report														
Organization:		VOA				Grant #:		WA0218U0T021909			City Clerk #:		OPR 2020-0896	
Prepared By:						Title:					Date:			
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information				
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant		
Total Billed to City										\$	-			



## Housing Assistance Adjustment Report

[illegible]



**Match Report**

Organization:	VOA	Grant #:	WA0218U0T021909	City Clerk #:	OPR 2020-0896
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 8,768.00	Match Type:	HHOS		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	VOA	Grant #:	WA0218U0T021909	City Clerk #:	OPR 2020-0896	Total Program Income Earned:
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.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
<b>Total Program Income Expended</b>			\$ -	
<b>Total Program Income Unspent <span style="color:red">(reduction to total reimbursement request)</span></b>			\$ -	





VOLUOFA-02

VMCLEAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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

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

<b>PRODUCER</b> Hub International Northwest LLC 835 N Post Street Suite 203 Spokane, WA 99201	<b>CONTACT NAME:</b> Laurie Stewart <b>PHONE (A/C, No, Ext):</b> (509) 462-7864 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> laurie.stewart@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company	<b>18058</b>
<b>INSURED</b>  Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2139652	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2139652	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB724678	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

## CERTIFICATE HOLDER

## CANCELLATION

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



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO**Business name:** VOLUNTEERS OF AMERICA OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-004-806**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Mailing address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration	First issuance
			<a href="#">Spokane Nonprofit Business</a>	Active	Jul-31-2021	Feb-11-201

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

Governing people	Title
ALLISON, CHAIRMAN JOHN	
FORSTER, ROBERT	



**Governing people****Title**

HINISH, NATHAN

MAROZZO, TREASURE ANGELA

MONTGOMERY, HOLLY

SCARLETT, ANNA

SCHOTT, PRESIDENT FAWN

STEIGERWALD, VALERI

WYBORNEY, SECRETARY DARYCE

**Registered Trade Names****Registered trade names****Status****First issued**VOLUNTEERS OF AMERICA OF  
SPOKANE

Active

Feb-05-1987

VOLUNTEERS OF AMERICA OF  
SPOKANE CROSSWALK

Active

Feb-05-1987

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and  
time: 4/14/2021 10:36:43 AM

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# Agenda Sheet for City Council Meeting of:

04/26/2021

<b>Date Rec'd</b>	4/15/2021
<b>Clerk's File #</b>	OPR 2020-0921
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2020-0729
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 22542
<b>Agenda Item Name</b>	1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0457U0T021900

## Agenda Wording

CHHS is requesting approval of the attached amendment increasing funds by \$78,000 for a new project total of \$251,948. These funds are redistributed from two underspending projects as approved by the Spokane City/County Continuum of Care Board.

## Summary (Background)

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO	Grant related? YES	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 251,948.00	# 1541-95575-65410-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	LEWIS, DAVID G.	<b>Study Session\Other</b> Urban Exp. 4/12/21
<b>Division Director</b>	ALEXANDER, CUPID	<b>Council Sponsor</b> CM Stratton
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>
<b>Legal</b>	ODLE, MARI	DCATO@SPOKANECITY.ORG
<b>For the Mayor</b>	ORMSBY, MICHAEL	BSCHREIBER@SPOKANECITY.ORG
<b>Additional Approvals</b>		DGLEWIS@SPOKANECITY.ORG
<b>Purchasing</b>	WAHL, CONNIE	HMIS@SPOKANECITY.ORG
<b>GRANTS, CONTRACTS &amp; PURCHASING</b>	BROWN, SKYLER	CHHSGRANTS@SPOKANECITY.ORG
		CHHSACCOUNTING@SPOKANECITY.ORG



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<b><u>Background/History:</u></b> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<b><u>Executive Summary:</u></b> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**

**AGREEMENT AMENDMENT A**

Title: Hope House 2.0 Permanent Supportive  
Housing Program  
(Project # WA0457U0T021900  
& Grant # WA004U0T021900)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Hope House 2.0 Permanent Supportive Housing Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City's entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated December 14, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on April 1, 2021.

**3. AMENDMENT.**

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City's Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City's Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **SEVENTY EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED FIFTY ONE THOUSAND NINE HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$251,948.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. **GRANTEE shall prioritize and spend out the additional SEVENTY EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00) by July 31, 2021.** The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Supportive Services	\$185,819
Operations	\$44,000
Administration	\$22,129
<b>TOTAL</b>	<b>\$251,948</b>

#### 5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$45,550</del> <u>\$65,050</u>
In-Kind Match	\$0
Total Match Commitment	<del>\$45,550</del> <u>\$65,050</u>

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.



## 6. AMENDMENT.

SECTION NO. 9.C.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.



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

**VOLUNTEERS OF AMERICA OF EASTERN  
WASHINGTON AND NORTHERN IDAHO**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

**Attachments that are part of this Agreement:**

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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.**



**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

**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 or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>	City Clerk #		<b>OPR 2020-0921</b>		
	Vendor ID #		006700		
	FMS Acct #		1541-95575-65410-54201-73805		
<b>SUBMIT BILLING TO:</b>		<b>GRANTEE INFORMATION:</b>		<b>PROJECT INFORMATION:</b>	
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org		Volunteers of America 525 W. 2nd Ave Spokane, WA 99201		Title: Hope House 2.0 PSH Award #: WA0457U0T021900 Term: 04/01/2021 - 7/31/2022 ICR: 10% MTDC	
<b>GRANTEE CERTIFICATION</b>					
Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.					
Signed By: _____		Title: _____		Date: _____	
Printed Name: _____		Telephone: _____		Email: _____	
<b>EXPENSES</b>					
	Expense Period:				
	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	
<b>Categories:</b>	<b>Grant Budget</b>	<b>Current Expense Request</b>	<b>Total Previously Requested</b>	<b>Grant Balance (A-B-C)</b>	
<b>SUPPORTIVE SERVICES</b>					
Case Management	\$ 185,819.00	\$ -	\$ -	\$ 185,819.00	
<b>OPERATIONS</b>					
Building Security	\$ 44,000.00	\$ -	\$ -	\$ 44,000.00	
<b>ADMINISTRATION</b>					
Administration	\$ 22,129.00	\$ -	\$ -	\$ 22,129.00	
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -		
<b>GRAND TOTAL</b>	<b>\$ 251,948.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 251,948.00</b>	
Contract Amount (auto populated)		\$ 251,948.00	% Expended:	0.00%	
Total Expended to Date (auto populated)		\$ -			
Contract Remaining Balance		\$ 251,948.00	% Remaining:	100.00%	
← Check box if final request.					
		CHHS Approval:			



## Payee Expense Report

Organization:	VOA
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Grant #:	WA0457U0T021900
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City Clerk #:	OPR 2020-0921
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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.

[illegible]



**Staff Expense Report**

Organization:	VOA	Grant #:	WA0457U0T021900	City Clerk #:	OPR 2020-0921			
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 (100% of time on ALL activities)	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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<b>Total Staff Expenses Requested this Period</b>					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report												
Organization:	VOA				Grant #:	WA0457U0T021900				City Clerk #:	OPR 2020-0921	
Prepared By:					Title:					Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	



## Housing Assistance Adjustment Report

Organization:	VOA		Grant #:	WA0457U0T021900			City Clerk #	OPR 2020-0921	
Prepared By:			Title:				Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Billed to City						\$ -			



**Match Report**

Organization:	VOA	Grant #:	WA0457U0T021900	City Clerk #:	OPR 2020-0921
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 65,050.00	Match Type:	CASH		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	VOA	Grant #:	WA0457U0T021900	City Clerk #:	OPR 2020-0921	Total Program Income Earned:
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.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
<b>Total Program Income Expended</b>			\$ -	
<b>Total Program Income Unspent (reduction to total reimbursement request)</b>			\$ -	





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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

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

PRODUCER Hub International Northwest LLC 835 N Post Street Suite 203 Spokane, WA 99201	CONTACT NAME: Laurie Stewart PHONE (A/C, No, Ext): (509) 462-7864 FAX (A/C, No): E-MAIL ADDRESS: laurie.stewart@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED  Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

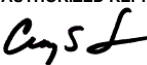
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2139652	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2139652	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB724678	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

## CERTIFICATE HOLDER

## CANCELLATION

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



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO**Business name:** VOLUNTEERS OF AMERICA OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-004-806**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Mailing address:** 525 W 2ND AVE  
SPOKANE WA 99201-4301**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration	First issuance
			<a href="#">Spokane Nonprofit Business</a>	Active	Jul-31-2021	Feb-11-201

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

Governing people	Title
ALLISON, CHAIRMAN JOHN	
FORSTER, ROBERT	



**Governing people****Title**

HINISH, NATHAN

MAROZZO, TREASURE ANGELA

MONTGOMERY, HOLLY

SCARLETT, ANNA

SCHOTT, PRESIDENT FAWN

STEIGERWALD, VALERI

WYBORNEY, SECRETARY DARYCE

**Registered Trade Names****Registered trade names****Status****First issued**VOLUNTEERS OF AMERICA OF  
SPOKANE

Active

Feb-05-1987

VOLUNTEERS OF AMERICA OF  
SPOKANE CROSSWALK

Active

Feb-05-1987

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and  
time: 4/14/2021 10:36:43 AM

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# Agenda Sheet for City Council Meeting of:

04/26/2021

<b>Date Rec'd</b>	4/15/2021
<b>Clerk's File #</b>	OPR 2020-0817
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2020-0729
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 22536
<b>Agenda Item Name</b>	1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0109U0T021912

## Agenda Wording

CHHS is requesting approval of the attached amendment increasing funds by \$58,452 for a new project total of \$125,933. These funds are redistributed from two underspending projects as approved by the Spokane City/County Continuum of Care Board.

## Summary (Background)

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO Grant related? YES Public Works? NO

## Fiscal Impact

Expense \$ 125,933.00

Select \$

Select \$

Select \$

## Budget Account

# 1541-95575-65410-54201-99999

#

#

#

## Approvals

**Dept Head** LEWIS, DAVID G.

**Division Director** ALEXANDER, CUPID

**Finance** HUGHES, MICHELLE

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

## Council Notifications

**Study Session\Other** Urban Exp. 4/12/21

**Council Sponsor** CM Stratton

## Distribution List

dcato@spokanecity.org

bschreiber@spokanecity.org

dglewis@spokanecity.org

hmis@spokanecity.org

**GRANTS, CONTRACTS & PURCHASING** BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<u>Background/History:</u> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**  
**AGREEMENT AMENDMENT A**

Title: St. Margaret's Shelter Transitional  
Housing Program  
(Project # WA0109U0T021912)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CATHOLIC CHARITIES OF SPOKANE**, whose address is 12 East Fifth Avenue, Spokane, Washington 99202 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the St. Margaret's Shelter Transitional Housing Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City's entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated November 12, 2000, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City's Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City's Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

**SECTION NO. 1 (A) – ACTIVITIES.** The original Agreement is amended as follows:

This project funds transitional housing for up to ~~8~~ 20 families P.I.T. with on-site staff available 24/7 to ensure the safety and stability of the families served. Referrals for SMS's transitional housing come directly from the CoC's Homeless Families Coordinated Assessment (HFCA), and with our local CoC's adoption and implementation of a common assessment tool (SPDAT) in October 2014, families with the 'highest vulnerability' (VI-F-SPDAT Score) receive first priority for TH services. Priority for placement also aligns with HUD's identified TH priority populations: households fleeing domestic violence, exiting an institution, or homeless youth, thus ensuring that not only are we serving the most vulnerable families in our project, but we are also serving a specialized population identified via HUD as 'best fit' for TH services. SMS has no barriers to entry—we follow a 'Housing First' approach in our TH project—accepting families no matter their sobriety, income, or criminal or domestic violence histories—thus decreasing any barriers to utilization and placement. Once placed, support services consisting of intensive case management, one-on-one parenting coaching, mentoring, and life skills training and education are offered to families. Childcare coordination for children (ensuring that school-aged youth are connected with educational services) is a priority when a family moves into our facility and quickly coordinated, adhering to our local CoC's HUD Educational Assurances policy, thus ensuring school learning is not disrupted due to a family's homeless episode. With data driven decision making guiding our project, and utilizing a progressive engagement approach to our TH services, SMS has adopted a best practice 'length of stay' model of 6 months or less for our TH families—assessing monthly the level of service needed for our families through a progressive engagement lens and client-centered service delivery approach, thus ensuring that not only are we serving the most vulnerable TH families in our project, but clients are partnering side by side with us to utilize TH services strategically and effectively. Due to our reduction in 'length of stay', we were able to serve an increased number of adults and children, thus increasing the overall cost effectiveness of our project. Formal partnerships between SMS and non-CoC funded Permanent Supportive Housing sites, and our recent partnership with our local PHA, ensures long-term financial support for families who assess as needing long-term permanent financial stability services outside of what our TH program has to offer.

#### 5. AMENDMENT.

**SECTION NO. 1 (B) – PERFORMANCE MEASURES.** The original Agreement is amended as follows:

Project performance measures are identified as follows:

HMIS Project Name(s):	CC--TH--WA0109--SMS
Population(s) Served:	Households with Children
# of Units in Inventory:	8
# of Beds in Inventory:	24
Projected # of Households Served	<del>8</del> <u>20</u>

<u>Transitional Housing</u>	Minimum Performance Standards	System Performance Target	2019-2020	2020-2021
# of households served			8	20
<b>Local Measure:</b> Average utilization rate (average # of clients served on a given night / total project inventory).	85%	95%	87%	90%
<b>Metric 7b.1:</b> Percentage of exits to permanent housing destinations.	55%	80%	60%	65%
<b>Measure 2b:</b> Percentage of households exiting to permanent housing destinations who return to homelessness within 2 years.	10%	5%	10%	10%
<b>Metric 4.6:</b> Percentage of adults with increased income at project exit.	35%	50%	37%	40%



<b>Measure 1a:</b> The average length of time persons are homeless in Transitional Housing (measured from project entry to project exit).	160 Days (Singles and Families) OR 270 Days (Youth and Young Adults)	90 Days (Singles and Families) OR 120 Days (Youth and Young Adults)	150 Days	150 Days
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## 6. AMENDMENT.

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by **FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$58,452.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED THIRTY THREE AND NO/100 DOLLARS (\$125,933.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Operations	\$118,508
Administration	\$7,425
<b>TOTAL</b>	<b>\$125,933</b>

## 7. AMENDMENT.

**SECTION NO. 4 – MATCHING CONTRIBUTIONS.** The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$17,477</del> <u>\$32,090</u>
In-Kind Match	\$0
Total Match Commitment	<del>\$17,477</del> <u>\$32,090</u>

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals



must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

## **8. AMENDMENT.**

**SECTION NO. 9.C.3 – PAYMENT PROCEDURES.** The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.



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

**CATHOLIC CHARITIES OF SPOKANE**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

**Attachments that are part of this Agreement:**

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form



ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**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.**



**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

**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 or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>	City Clerk # <b>OPR 2020-0817</b>			
	Vendor ID # <b>012876</b>			
	FMS Acct # <b>1541-95575-65410-54201-73805</b>			
<b>SUBMIT BILLING TO:</b>	<b>GRANTEE INFORMATION:</b>	<b>PROJECT INFORMATION:</b>		
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org	Catholic Charities of Spokane 12 E. 5th Ave Spokane, WA 99201	Title: Transitional Housing Award #: WA0109U0T021912 Term: 7/1/2020 - 7/31/2021 ICR: 10% MTDC		
<b>GRANTEE CERTIFICATION</b>				
<p>Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate</u>: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.</p>				
<b>Signed By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <b>Printed Name:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____				
<b>EXPENSES</b>				
	Expense Period:			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Categories:</b>	<b>Grant Budget</b>	<b>Current Expense Request</b>	<b>Total Previously Requested</b>	<b>Grant Balance (A-B-C)</b>
<b>OPERATIONS</b>				
Maintenance/Repair	\$ 102,640.00	\$ -	\$ 51,835.88	\$ 50,804.12
Electricity, Gas and Water	\$ 13,416.00	\$ -	\$ 5,416.00	\$ 8,000.00
Property Taxes	\$ 2,452.00		\$ -	\$ 2,452.00
<b>ADMINISTRATION</b>				
Administration	\$ 7,425.00	\$ -	\$ 2,425.00	\$ 5,000.00
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -	
<b>GRAND TOTAL</b>	<b>\$ 125,933.00</b>	<b>\$ -</b>	<b>\$ 59,676.88</b>	<b>\$ 66,256.12</b>
Contract Amount (auto populated)		\$ 125,933.00	% Expended:	47.39%
Total Expended to Date (auto populated)		\$ 59,676.88		
Contract Remaining Balance		\$ 66,256.12	% Remaining:	52.61%
← Check box if final request.			CHHS Approval:	



## Payee Expense Report

Organization:	Catholic Charities
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Grant #:	WA0109U0T021912
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City Clerk #:	OPR 2020-0817
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Prepared By:

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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:	Catholic Charities	Grant #:	WA0109U0T021912	City Clerk #:	OPR 2020-0817			
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 (100% of time on ALL activities)	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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<b>Total Staff Expenses Requested this Period</b>					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report												
Organization:		Catholic Charities				Grant #:		WA0109U0T021912		City Clerk #:		OPR 2020-0817
Prepared By:						Title:				Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	



## Housing Assistance Adjustment Report

[illegible]



**Match Report**

Organization:	Catholic Charities	Grant #:	WA0109U0T021912	City Clerk #:	OPR 2020-0817
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 32,090.00	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	Catholic Charities	Grant #:	WA0109U0T021912	City Clerk #:	OPR 2020-0817	Total Program Income Earned:
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.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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<b>Total Program Income Expended</b>			\$ -	
<b>Total Program Income Unspent (reduction to total reimbursement request)</b>			\$ -	



## Non Profit Insurance Program

## CERTIFICATE OF COVERAGE

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

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


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> American Alternative Insurance Corporation, et al.  <b>AUTOMOBILE LIABILITY</b> American Alternative Insurance Corporation, et al.
INSURED	<b>PROPERTY</b> American Alternative Insurance Corporation, et al.  <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> Princeton Excess and Surplus Lines Insurance Company
Catholic Charities of Spokane PO Box 2253 Spokane, WA 99210	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	PER OCCURRENCE	\$10,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$10,000,000
				PERSONAL & ADV. INJURY	\$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	COMBINED SINGLE LIMIT	\$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
	N1-A3-RL-0000060-10	6/01/2020	6/01/2021	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Regarding Property Access Agreement. The City of Spokane is named as Additional Insured regarding this agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory.					

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 800 W Spokane Falls Blvd Spokane, WA 99201	



**AMERICAN ALTERNATIVE  
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION  
(GENERAL LIABILITY)**

Named Insured <b>Non Profit Insurance Program (NPIP)</b>	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

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

**This endorsement modifies insurance provided under the following:**

**GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.  
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

City of Spokane  
800 W Spokane Falls Blvd  
Spokane, WA 99201

Regarding Property Access Agreement. The City of Spokane is named as Additional Insured regarding this agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** CATHOLIC CHARITIES OF SPOKANE**Business name:** CATHOLIC CHARITIES OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-155-740**Business ID:** 001**Location ID:** 0072**Location:** Active**Location address:** 12 E 5TH AVE  
SPOKANE WA 99202-1309**Mailing address:** PO BOX 2253  
SPOKANE WA 99210-2253**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration & First issuance
			<a href="#">Minor Work Permit</a>	Active	May-31-20; Aug-22-20
			<a href="#">Spokane Nonprofit Business</a>	Active	May-31-20; May-12-20

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

Governing people	Title
ARGUINCHONA, KARLENE	



**Governing people****Title**

BLACK, MARY HELEN

MCCANN, ROBERT

PATTERSON, STEPHEN

**Registered Trade Names**

Registered trade names	Status	First issued
CATHOLIC CHARITIES COUNSELING	Active	Apr-13-2017
CATHOLIC CHARITIES EASTERN WASHINGTON	Active	Dec-28-2017
CATHOLIC CHARITIES OF SPOKANE	Active	Dec-28-2017
CATHOLIC FAMILY SERVICES	Active	Dec-11-2008
FOOD FOR ALL	Active	Jun-27-2018
HOUSING SOCIAL SERVICES	Active	Dec-11-2008
RISING STRONG	Active	Apr-13-2017
ST ANNE'S CHILDREN AND FAMILY CENTER	Active	Aug-04-2014
ST. MARGARET'S SHELTER	Active	Dec-11-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/14/2021 9:50:35 AM



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2020-0819

**Renews #****Cross Ref #**

OPR 2020-0729

**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

DEBBIE CATO 625-6707

**Project #****Contact E-Mail**

DCATO@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

N/A

**Agenda Item Name**

1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0288U0T021906

**Agenda Wording**

CHHS is requesting approval of the attached amendment reducing funds by \$165,952 for a new project total of \$319,543. These funds will be redistributed as approved by the Spokane City/County Continuum of Care Board.

**Summary (Background)**

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 319,543.00

# 1541-95575-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

dcato@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

bschreiber@spokanecity.org

**Additional Approvals**

dglewis@spokanecity.org

**Purchasing**

hmis@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<b>Background/History:</b> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**

**AGREEMENT AMENDMENT A**

Title: Rapid Rehousing for Families Program  
(Project # WA0288U0T021906)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East Fifth Avenue, Spokane, Washington 99201 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Rapid Rehousing for Families Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, unspent project funds under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020 have been redistributed;*

*WHEREAS, the parties desire to decrease funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated November 12, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

**FACE SHEET** – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City's Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City's Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

**SECTION NO. 1 (B) – PERFORMANCE MEASURES.** The original Agreement is amended as follows:

Project performance measures are identified as follows:

HMIS Project Name(s):	CC--RRH--WA0288--Rapid Rehousing
Population(s) Served:	Households with Children
# of Units in Inventory:	<del>27</del> 75
# of Beds in Inventory:	<del>442</del> 225
Projected # of Households Served	<del>27</del> 75

<b>Rapid Re-Housing</b>	<b>Minimum Performance Standards</b>	<b>System Performance Target</b>	<b>2019-2020</b>	<b>2020-2021</b>
# of households served			27	<del>27</del> 75
<b>Metric 7b.1:</b> Percentage of exits to permanent housing destinations.	70%	80%	70%	70%
<b>Measure 2b:</b> Percentage of households exiting to permanent housing destinations who return to homelessness within 2 years.	10%	5%	10%	10%
<b>Metric 4.6:</b> Percentage of adults with increased income at project exit.	20%	40%	22%	22%
<b>Local Measure:</b> average # of days from enrollment to housing placement.	30 Days	20 Days	30 Days	25 Days

#### 5. AMENDMENT.

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is decreased by **ONE HUNDRED SIXTY FIVE THOUSAND NINE HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$165,952.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **THREE HUNDRED NINETEEN THOUSAND FIVE HUNDRED FORTY THREE AND NO/100 DOLLARS (\$319,543.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<b><u>Category</u></b>	<b><u>Amount</u></b>
Rent Assistance	\$170,886
Supportive Services	\$127,608
Administration	\$21,049
<b>TOTAL</b>	<b>\$319,543</b>

#### 6. AMENDMENT.

**SECTION NO. 4 – MATCHING CONTRIBUTIONS.** The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.



The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$125,386</del> \$83,898
In-Kind Match	\$0
Total Match Commitment	<del>\$125,386</del> \$83,898

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

## **7. AMENDMENT.**

**SECTION NO. 9.C.3 – PAYMENT PROCEDURES.** The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

a. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.



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

b. Payment:

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

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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

**CATHOLIC CHARITIES OF SPOKANE**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

**Attachments that are part of this Agreement:**

Attachment 1 – Debarment Certification

Attachment 2 – REVISED Grantee Billing Form



**ATTACHMENT 1**

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

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

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

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

<u>Catholic Charities of Spokane</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Rapid Rehousing for Families Program</u> Program Title (Type or Print)
   Name of Certifying Official (Type or Print)	   Signature
   Title of Certifying Official (Type or Print)	   Date (Type or Print)



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

A reimbursement request, otherwise known as a bill or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



	<b>City of Spokane</b> <b>Grantee Billing Form</b> <b>Program Year 2019 Continuum of Care</b>		City Clerk #	<b>OPR 2020-0819</b>
			Vendor ID #	012876
			FMS Acct #	1541-95575-65410-54201-73805
<b>SUBMIT BILLING TO:</b>		<b>GRANTEE INFORMATION:</b>		<b>PROJECT INFORMATION:</b>
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org		Catholic Charities 12 E. 5th Ave Spokane, WA 99201		Title: Rapid Re-Housing Award #: WA0288U0T021906 Term: 11/01/2020 - 07/31/2021 ICR: 10% MTDC
<b>GRANTEE CERTIFICATION</b>				
Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.				
Signed By: _____		Title: _____		Date: _____
Printed Name: _____		Telephone: _____		Email: _____
<b>EXPENSES</b>				
		Expense Period:		
<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	
<b>Grant</b>	<b>Current Expense</b>	<b>Total</b>	<b>Grant Balance</b>	
<b>Budget</b>	<b>Request</b>	<b>Previously Requested</b>	<b>(A-B-C)</b>	
<b>Categories:</b>				
<b>RENT ASSISTANCE</b>				
Rent Assistance	\$ 170,886.00	\$ -	\$ 46,149.11	\$ 124,736.89
<b>SUPPORTIVE SERVICES</b>				
Case Management	\$ 62,554.00	\$ -	\$ 11,157.17	\$ 51,396.83
Housing/Counseling Service	\$ 62,554.00	\$ -	\$ 16,135.21	\$ 46,418.79
Utility Deposits	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
<b>ADMINISTRATION</b>				
Administration	\$ 21,049.00	\$ -	\$ 6,005.30	\$ 15,043.70
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -	
<b>GRAND TOTAL</b>	<b>\$ 319,543.00</b>	<b>\$ -</b>	<b>\$ 79,446.79</b>	<b>\$ 240,096.21</b>
Contract Amount (auto populated)		\$ 319,543.00	% Expended:	24.86%
Total Expended to Date (auto populated)		\$ 79,446.79		
Contract Remaining Balance		\$ 240,096.21	% Remaining:	75.14%
<input type="checkbox"/> ← Check box if final request.				
		CHHS Approval:		



## Payee Expense Report

Organization:	Catholic Charities
---------------	--------------------

Grant #:	WA0288U0T021906
----------	-----------------

City Clerk #:	OPR 2020-0819
---------------	---------------

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.

[illegible]



Staff Expense Report								
Organization:	Catholic Charities	Grant #:	WA0288U0T21906	City Clerk #:	OPR 2020-0819			
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 (100% of time on ALL activities)	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					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report												
Organization:		Catholic Chatities				Grant #:		WA0288U0T021906		City Clerk #:		OPR 2020-0819
Prepared By:						Title:				Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	



## Housing Assistance Adjustment Report

[illegible]



**Match Report**

Organization:	Catholic Charities	Grant #:	WA0288U0T021906	City Clerk #:	OPR 2020-0819
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 83,898.00	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	Catholic Charities	Grant #:	WA0288U0T021906	City Clerk #:	OPR 2020-0819	Total Program Income Earned:
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.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
<b>Total Program Income Expended</b>		<b>\$</b>	-	
<b>Total Program Income Unspent (reduction to total reimbursement request)</b>		<b>\$</b>	-	



## Non Profit Insurance Program

## CERTIFICATE OF COVERAGE

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

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


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> American Alternative Insurance Corporation, et al.  <b>AUTOMOBILE LIABILITY</b> American Alternative Insurance Corporation, et al.
INSURED	<b>PROPERTY</b> American Alternative Insurance Corporation, et al.  <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> Princeton Excess and Surplus Lines Insurance Company
Catholic Charities of Spokane PO Box 2253 Spokane, WA 99210	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	PER OCCURRENCE	\$10,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$10,000,000
				PERSONAL & ADV. INJURY	\$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	COMBINED SINGLE LIMIT	\$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
	N1-A3-RL-0000060-10	6/01/2020	6/01/2021	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Regarding Property Access Agreement. The City of Spokane is named as Additional Insured regarding this agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory.					

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 800 W Spokane Falls Blvd Spokane, WA 99201	



**AMERICAN ALTERNATIVE  
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION  
(GENERAL LIABILITY)**

Named Insured <b>Non Profit Insurance Program (NPIP)</b>	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

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

**This endorsement modifies insurance provided under the following:**

**GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.  
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

City of Spokane  
800 W Spokane Falls Blvd  
Spokane, WA 99201

Regarding Property Access Agreement. The City of Spokane is named as Additional Insured regarding this agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** CATHOLIC CHARITIES OF SPOKANE**Business name:** CATHOLIC CHARITIES OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-155-740**Business ID:** 001**Location ID:** 0072**Location:** Active**Location address:** 12 E 5TH AVE  
SPOKANE WA 99202-1309**Mailing address:** PO BOX 2253  
SPOKANE WA 99210-2253**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration & First issuance
			<a href="#">Minor Work Permit</a>	Active	May-31-20; Aug-22-20
			<a href="#">Spokane Nonprofit Business</a>	Active	May-31-20; May-12-20

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

Governing people	Title
ARGUINCHONA, KARLENE	



**Governing people****Title**

BLACK, MARY HELEN

MCCANN, ROBERT

PATTERSON, STEPHEN

**Registered Trade Names**

Registered trade names	Status	First issued
CATHOLIC CHARITIES COUNSELING	Active	Apr-13-2017
CATHOLIC CHARITIES EASTERN WASHINGTON	Active	Dec-28-2017
CATHOLIC CHARITIES OF SPOKANE	Active	Dec-28-2017
CATHOLIC FAMILY SERVICES	Active	Dec-11-2008
FOOD FOR ALL	Active	Jun-27-2018
HOUSING SOCIAL SERVICES	Active	Dec-11-2008
RISING STRONG	Active	Apr-13-2017
ST ANNE'S CHILDREN AND FAMILY CENTER	Active	Aug-04-2014
ST. MARGARET'S SHELTER	Active	Dec-11-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/14/2021 9:50:35 AM



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2020-0821

**Renews #****Cross Ref #**

OPR 2020-0729

**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

DEBBIE CATO 625-6707

**Project #****Contact E-Mail**

DCATO@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

N/A

**Agenda Item Name**

1680 - PY 2019 COC GRANTEE AGREEMENT AMENDMENT WA0373U0T021903

**Agenda Wording**

CHHS is requesting approval of the attached amendment reducing funds by \$100,000 for a new project total of \$169,770. These funds will be redistributed as approved by the Spokane City/County Continuum of Care Board.

**Summary (Background)**

The City, as the collaborative applicant for the Spokane City/Continuum of Care Board and as a designated Unified Funding Agency (UFA), has the authority to redistribute CoC grant funds. We have prepared amendments for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 169,770.00

# 1541-95575-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LEWIS, DAVID G.

**Study Session\Other**

Urban Exp. 4/12/21

**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CM Stratton

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

dcato@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

bschreiber@spokanecity.org

**Additional Approvals**

dglewis@spokanecity.org

**Purchasing**

hmis@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber (bschreiber@spokanecity.org / 509-625-6425) & Debbie Cato (dcato@spokanecity.org / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<u><b>Background/History:</b></u> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<u><b>Executive Summary:</b></u> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	



<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





**City of Spokane**  
**AGREEMENT AMENDMENT A**

Title: Homeless Families Coordinated  
Assessment  
(Project # WA0373U0T021903)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Catholic Charities of Spokane** whose address is 12 East Fifth Avenue, Spokane, Washington 99202 as (“GRANTEE”).

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Homeless Families Coordinated Assessment Program; and*

*WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds with approval from the Spokane City/County Continuum of Care Board;*

*WHEREAS, unspent project funds under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T021901, Total Federal Award \$3,436,627.00, and issued on October 22, 2020 have been redistributed;*

*WHEREAS, the parties desire to decrease funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated November 12, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on March 1, 2021.

**3. AMENDMENT.**

**FACE SHEET** – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

<b>6. City’s Program Representative</b> Brenda Schreiber, Homeless Programs Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-220-5616 <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a>	<b>8. City’s Contract Representative</b> Debbie Cato, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6707 <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a>
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#### 4. AMENDMENT.

**SECTION NO. 1 (B) – PERFORMANCE MEASURES.** The original Agreement is amended as follows:

Project performance measures are identified as follows:

HMIS Project Name(s):	CC--CA--HFCA
Population(s) Served:	Households with Children
# of Units in Inventory:	N/A
# of Beds in Inventory:	N/A
Projected # of Households Served	<del>392</del> 500

<u>Coordinated Assessment</u>	Minimum Performance Standards	System Performance Target	2019-2020	2020-2021
# of households served			362	500
Local Measure: Percentage of referrals with a successful outcome.	50%	75%	55%	50%
Local Measure: Average length of time from assessment to acceptance of referral by 'to provider'.	30 Days	20 Days	27 Days	25 Days

#### 5. AMENDMENT.

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is decreased by **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE HUNDRED SIXTY NINE THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS (\$169,770.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Supportive Services	\$162,273
Operating Costs	\$7,497
TOTAL	\$169,770

#### 6. AMENDMENT.

**SECTION NO. 4 – MATCHING CONTRIBUTIONS.** The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	<del>\$70,417</del> \$45,417
In-Kind Match	\$0
Total Match Commitment	<del>\$70,417</del> \$45,417

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily



prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

## **7. AMENDMENT.**

**SECTION NO. 9.C.3** – PAYMENT PROCEDURES. The original Agreement is amended as follows:

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~~ Attachment 2 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 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

### **a. Reimbursement Requests:**

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

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

### **b. Payment:**

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the



GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or 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.

- i. 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.
- ii. 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.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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

**CATHOLIC CHARITIES OF SPOKANE**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

**Attachments that are part of this Agreement:**  
Attachment 1 – Debarment Certification  
Attachment 2 – REVISED Grantee Billing Form



**ATTACHMENT 1**

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

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

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

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

Catholic Charities of Spokane Name of Subrecipient / Contractor / Consultant (Type or Print)	HFCA Program Program Title (Type or Print)
 Name of Certifying Official (Type or Print)	 Signature
 Title of Certifying Official (Type or Print)	 Date (Type or Print)



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

A reimbursement request, otherwise known as a bill or invoice, 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 single project.

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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

☐ 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.



	<b>City of Spokane</b> <b>Grantee Billing Form</b>  <b>Program Year 2019 Continuum of Care</b>		City Clerk #	<b>OPR 2020-0821</b>
			Vendor ID #	012876
			FMS Acct #	1541-95575-65410-54201-99999
<b>SUBMIT BILLING TO:</b>		<b>GRANTEE INFORMATION:</b>		<b>PROJECT INFORMATION:</b>
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org		Catholic Charities of Spokane 12 E. 5th Ave Spokane, WA 99201		Title: Homeless Families Coordinated Assessment (HFCA) Award #: WA0373U0T021903 Term: 7/1/2020 - 7/31/2021 ICR: 10% MTDC
<b>GRANTEE CERTIFICATION</b>				
Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.				
Signed By: _____		Title: _____		Date: _____
Printed Name: _____		Telephone: _____		Email: _____
<b>EXPENSES</b>		Expense Period: _____		
<b>Categories:</b>	<b><u>A</u> Grant Budget</b>	<b><u>B</u> Current Expense Request</b>	<b><u>C</u> Total Previously Requested</b>	<b><u>D</u> Grant Balance (A-B-C)</b>
<b>SUPPORTIVE SERVICES</b>				
Assessment of Service Needs	\$ 162,273.00	\$ -	\$ 78,949.02	\$ 83,323.98
<b>ADMINISTRATION</b>				
Administration	\$ 7,497.00	\$ -	\$ 3,819.04	\$ 3,677.96
<b>Total Program Income Unspent</b> (reduction to total reimbursement request)		\$ -	\$ -	
<b>GRAND TOTAL</b>	<b>\$ 169,770.00</b>	<b>\$ -</b>	<b>\$ 82,768.06</b>	<b>\$ 87,001.94</b>
Contract Amount (auto populated)		\$ 169,770.00	% Expended:	48.75%
Total Expended to Date (auto populated)		\$ 82,768.06		
Contract Remaining Balance		\$ 87,001.94	% Remaining:	51.25%
← Check box if final request.			CHHS Approval:	



## Payee Expense Report

Organization:	Catholic Charities
---------------	--------------------

Grant #:	WA0373U0T021903
----------	-----------------

City Clerk #:	OPR 2020-0821
---------------	---------------

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.

[illegible]



**Staff Expense Report**

Organization:	Catholic Charities	Grant #:	WA0373U0T021903	City Clerk #:	OPR 2020-0821			
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 (100% of time on ALL activities)	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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				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Staff Expenses Requested this Period</b>					\$ -	\$ -	\$ -	\$ -



Housing Assistance Detail Report												
Organization:	Catholic Charities				Grant #:	WA0373U0T021903				City Clerk #:	OPR 2020-0821	
Prepared By:					Title:					Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	



## Housing Assistance Adjustment Report

[illegible]



**Match Report**

Organization:	Catholic Charities	Grant #:	WA0373U0T021903	City Clerk #:	OPR 2020-0821
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ 45,417.00	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
<b>Total Project Match Reported</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Program Income Report

Organization:	Catholic Charities	Grant #:	WA0373U0T021903	City Clerk #:	OPR 2020-0821	Total Program Income Earned:
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.

[illegible]



## Non Profit Insurance Program

## CERTIFICATE OF COVERAGE

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

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


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> American Alternative Insurance Corporation, et al.  <b>AUTOMOBILE LIABILITY</b> American Alternative Insurance Corporation, et al.
INSURED	<b>PROPERTY</b> American Alternative Insurance Corporation, et al.  <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> Princeton Excess and Surplus Lines Insurance Company
Catholic Charities of Spokane PO Box 2253 Spokane, WA 99210	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	PER OCCURRENCE	\$10,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$10,000,000
				PERSONAL & ADV. INJURY	\$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	COMBINED SINGLE LIMIT	\$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
	N1-A2-RL-0000013-10	6/01/2020	6/01/2021	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
	N1-A3-RL-0000060-10	6/01/2020	6/01/2021	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Regarding Property Access Agreement. The City of Spokane is named as Additional Insured regarding this agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory.					

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 800 W Spokane Falls Blvd Spokane, WA 99201	



**AMERICAN ALTERNATIVE  
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION  
(GENERAL LIABILITY)**

Named Insured <b>Non Profit Insurance Program (NPIP)</b>	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

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

**This endorsement modifies insurance provided under the following:**

**GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.  
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

City of Spokane  
800 W Spokane Falls Blvd  
Spokane, WA 99201

Regarding Property Access Agreement. The City of Spokane is named as Additional Insured regarding this agreement only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. NPIP retained limit is primary and non-contributory.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission



## Washington State Department of Revenue



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** CATHOLIC CHARITIES OF SPOKANE**Business name:** CATHOLIC CHARITIES OF SPOKANE**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-155-740**Business ID:** 001**Location ID:** 0072**Location:** Active**Location address:** 12 E 5TH AVE  
SPOKANE WA 99202-1309**Mailing address:** PO BOX 2253  
SPOKANE WA 99210-2253**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at th	License #	Count	Details	Status	Expiration & First issuance
			<a href="#">Minor Work Permit</a>	Active	May-31-20; Aug-22-20
			<a href="#">Spokane Nonprofit Business</a>	Active	May-31-20; May-12-20

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

Governing people	Title
ARGUINCHONA, KARLENE	



**Governing people****Title**

BLACK, MARY HELEN

MCCANN, ROBERT

PATTERSON, STEPHEN

**Registered Trade Names**

Registered trade names	Status	First issued
CATHOLIC CHARITIES COUNSELING	Active	Apr-13-2017
CATHOLIC CHARITIES EASTERN WASHINGTON	Active	Dec-28-2017
CATHOLIC CHARITIES OF SPOKANE	Active	Dec-28-2017
CATHOLIC FAMILY SERVICES	Active	Dec-11-2008
FOOD FOR ALL	Active	Jun-27-2018
HOUSING SOCIAL SERVICES	Active	Dec-11-2008
RISING STRONG	Active	Apr-13-2017
ST ANNE'S CHILDREN AND FAMILY CENTER	Active	Aug-04-2014
ST. MARGARET'S SHELTER	Active	Dec-11-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/14/2021 9:50:35 AM





# Agenda Sheet for City Council Meeting of:

04/26/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

ORD C36040

**Renews #**

**Cross Ref #**

**Submitting Dept**

POLICE

**Contact Name/Phone**

JENNIFER 625-4056  
HAMMOND

**Project #**

**Contact E-Mail**

JHAMMOND@SPOKANEPOLICE.ORG

**Bid #**

**Agenda Item Type**

Special Budget Ordinance

**Requisition #**

**Agenda Item Name**

1625 - MENTAL HEALTH COORDINATOR POSITION

## **Agenda Wording**

Funding for the classified Mental Health Coordinator position for SPD's Behavioral Health Unit.

## **Summary (Background)**

SPD created a project position of Mental Health Coordinator for the Behavioral Health Unit(BHU) in March, 2020. SPD worked with Civil Service to create a classified position. Due to the importance of the position in the BHU, SPD would like to fund this position within the Public Safety Levy fund. Originally sought to be a reclassification of an existing position; later determined that both positions are critical to the operations of the department.

Lease? NO

Grant related? NO

Public Works? NO

## **Fiscal Impact**

Revenue \$ 88,838

Expense \$ 88,838

Select \$

Select \$

## **Budget Account**

# 1625-UNAPPROPRIATED RESERVES

# 1625-11150-21250-VARIOUS

#

#

## **Approvals**

**Dept Head**

HAMMOND, JENNIFER

**Division Director**

HAMMOND, JENNIFER

**Finance**

SCHMITT, KEVIN

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

## **Council Notifications**

**Study Session\Other**

PSCHC Meeting  
03/29/2021

**Council Sponsor**

Councilmember Kinnear

## **Distribution List**

## **Additional Approvals**

**Purchasing**

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL



## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Mental Health Coordinator Position
<b>Date:</b>	3/17/2021
<b>Contact (email &amp; phone):</b>	Jennifer Hammond – 625-4056
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Budget
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	ASAP
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Funding for the classified Mental Health Coordinator position for SPD's Behavioral Health Unit

#### Background/History:

SPD created a Project Position of Mental Health Coordinator for the Behavioral Health Unit in March 2020. SPD worked with Civil Service to create a classified position (job description attached). Due to the importance of the position for the BHU, SPD prioritized the funding of this position over a Records Specialist position that was earmarked in the Public Safety Levy Funds (justification memo attached). Civil Service has approved the reclassification of the position from Records Specialist to Mental Health Coordinator.

#### Executive Summary:

- SPD originally earmarked two Records Specialist positions for the Public Safety Levy.
- After reprioritization of needs, one of the Levy Records Specialist positions was reclassified to the Mental Health Coordinator position.
- Original salary budget in the Levy request was \$38,527 for the Records Specialist position.
- Salary for the Mental Health Coordinator position is \$56,856 (additional \$18,329 Levy funds needed)

#### Budget Impact:

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

Annual/Reoccurring expenditure?    ☒ Yes    ☐ No    ☐ N/A

If new, specify funding source: Public Safety Levy funding

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. C36040

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Public Safety Personnel Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1625-99999 99999-	PS Personnel Fund Unappropriated Reserves	<u>\$ 88,838</u>
TO:	1625-11150 21250-00355	PS Personnel Fund – Patrol Mental Health Coordinator (from 0.0 to 1.0 FTE)	56,857
	1625-11150 21250-52110	PS Personnel Fund – Patrol FICA	4,350
	1625-11150 21250-52230	PS Personnel Fund – Patrol Retirement	5,686
	1625-11150 21250-52400	PS Personnel Fund – Patrol Insurance	123
	1625-11150 21250-52310	PS Personnel Fund – Patrol Medical Insurance	18,546
	1625-11150 21250-52330	PS Personnel Fund – Patrol Life Insurance	228
	1625-11150 21250-52320	PS Personnel Fund – Patrol Dental	1,548
	1625-11150 21250-51640	PS Personnel Fund – Patrol Deferred Compensation	1,500
			<u>\$ 88,838</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the increasing workload and success of the SPD Behavioral Health Unit and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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



Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**

04/26/2021

**Date Rec'd**

4/16/2021

**Clerk's File #**

ORD C36041

**Renews #****Cross Ref #**

OPR 2018-0628

**Submitting Dept**

FACILITIES MANAGEMENT

**Contact Name/Phone**

DAVE STEELE X6064

**Project #****Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

5900 SBO FOR ULUPALKUA RANCH, INC. LEASE AMENDMENT (130 S ARTHUR)

**Agenda Wording**

Special budget ordinance related to lease amendment for 130 S. Arthur (Spokane EnVision Demonstration Site).

**Summary (Background)**

The Spokane EnVision Center Demonstration Site is an integrated social services site. The original lease for the site was entered into on September 20, 2018 and expired November 30, 2020. The lease extension is from December 1, 2020 through May 31, 2021. The City will be responsible for approximately \$9,000 in utility costs for the lease period, December 2020 through May 2021.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 97,920

# 5900-30900-18200-54501-XXXXX

Revenue \$ 97,920

# 5900-30900-99999-36291-XXXXX

Expense \$ 9,000

# 0020-88100-97183-80101-99999

Revenue \$ 9,000

# 5900-30900-99999-39710-99999

**Approvals****Council Notifications****Dept Head**

FLEIGER, NATHAN

**Study Session\Other**04/19/21 Finance  
Committee**Division Director**

HUGHES, MICHELLE

**Council Sponsor**

CP Beggs, CM Wilkerson

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

dsteele@spokanecity.org; jteal@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org;  
mhughes@spokanecity.org**Additional Approvals**dglewis@spokanecity.org;  
calexender@spokanecity.org**Purchasing**

kbustos@spokanecity.org; sstopper@spokanecity.org

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

pingosi@spokanecity.org; ablain@spokanecity.org

pwarfield@spokanecity.org; bcote@spokanecity.org



ORDINANCE NO. C36041

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	5900-30900 99999-36291	Asset Management Fund Other Rents/Charges	<u>\$ 97,920</u>
TO:	5900-30900 18200-54501	Asset Management Fund Operating Rentals/Leases	<u>\$ 97,920</u>
FROM:	5900-30900 99999-39710	Asset Management Fund From General Fund	<u>\$ 9,000</u>
TO:	5900-30900 18200-54701	Asset Management Fund Public Utility Service	<u>\$ 3,000</u>
TO:	5900-30900 18200-54702	Asset Management Fund Utility Light/Power Service	<u>\$ 3,000</u>
TO:	5900-30900 18200-54706	Asset Management Fund Utility Natural Gas	<u>\$ 3,000</u>

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$ 9,000</u>
TO:	0020-88100 97183-80101	General Fund Operating Transfer Out	<u>\$ 9,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the extension of the lease for the Spokane EnVision Center, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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



Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





**City of Spokane**

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

**Title: 130 SOUTH ARTHUR**

This Second Lease Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and the **ULUPALAKUA RANCH, INC.**, a Washington corporation, whose address is (c/o Tiffany Janikowski), 309 Bradley Blvd., Ste. 115, Richland, Washington 99352 as ("Landlord"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur; and*

*WHEREAS, the parties entered into an amendment to the Lease Agreement to extend the term of the lease through November 30, 2020; and*

*WHEREAS, the parties wish to extend the term of the lease again, thus the original Lease Agreement needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Lease Agreement, effective on September 20, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on December 1, 2020.

**3. AMENDMENT.**

The parties agree that the lease term in section 1 of the Lease Agreement entered into on September 20, 2018 and amended on November 24, 2020 shall be extended beyond its current expiration date of November 30, 2020 for an additional six months commencing on December 1, 2020 and expiring on May 31, 2021. The monthly lease amount shall be \$16,320 for a total of \$97,920. The parties reserve the right to enter into future extensions by mutual written agreement.

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



Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor/City Administrator

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ULUPALAKUA RANCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the ULUPALAKUA RANCH, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



**Agenda Sheet for City Council Meeting of:**

03/29/2021

**Date Rec'd**

3/15/2021

**Clerk's File #**

RES 2021-0023

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #**

RES 2021-0029

**Contact Name/Phone**

KEVIN FREIBOTT 625-6184

**Project #****Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0650 - 2021 COMPREHENSIVE PLAN AMENDMENT WORK PROGRAM

**Agenda Wording**

A Resolution establishing the 2021 Comprehensive Plan Amendment work program and selecting which of the proposed amendments will move forward for full processing, as required by Spokane Municipal Code 17G.020.

**Summary (Background)**

Application File Nos. Z20-194COMP, Z20-195COMP, Z20-196COMP, Z20-206COMP, Z20-207COMP, Z20-208COMP, and Z20-209COMP, proposing various changes to the Land Use Plan Map. Application File No. Z21-022COMP, proposing various changes to the Bike Facilities Map.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**Docketing Subcommittee:  
February 17, 2021; City  
Council Study Session:  
March 4, 2021**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Lori Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

kfreibott@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

tblack@spokanecity.org

**Additional Approvals**

lmeuler@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

bmclatchey@spokanecity.org

sbishop@spokanecity.org



## **RESOLUTION 2021-0023**

### **A Resolution Regarding Applications to Amend the City's Comprehensive Plan and Setting the Annual Comprehensive Plan Amendment Work Program.**

WHEREAS, in Chapter 17G.020 of the Spokane Municipal Code, the City Council has established a threshold review process for private applications to amend the Comprehensive Plan, to be undertaken by an ad hoc committee comprised of members of the City Council and Plan Commission (the "Committee"); and

WHEREAS, this Committee reviews threshold applications per the criteria set forth in SMC 17G.020.026 and forwards a recommendation to the City Council as to which of the amendment proposals should be included in the City's 2021 Annual Comprehensive Plan Amendment Work Program (the "Work Program"); and

WHEREAS, the Committee met on February 17, 2021 at 11:30 a.m. and reviewed the following applications (the "Applications"):

- Z20-194COMP (120 N Magnolia St)
- Z20-195COMP (6211 S Meadow Lane)
- Z20-196COMP (Freya & Palouse Hwy)
- Z20-206COMP (155 E Cleveland Ave)
- Z20-207COMP (1015 W Montgomery Ave)
- Z20-208COMP (1022 & 1028 W Sinto Ave)
- Z20-209COMP (1025 W Spofford Ave); and

WHEREAS, the Committee forwarded its Findings, Conclusions, and Recommendation to the City Council for their consideration; recommending the following:

- Application Z20-194COMP be included in the annual work program;
- Application Z20-195COMP be separated from the annual amendment process and processed separately as a sub-area plan;
- Application Z20-206COMP be included in the annual work program;
- Application Z20-207COMP be included in the work program;



- Application Z20-208COMP be expanded to include the following parcels:
  - 1009 W Maxwell Ave (Parcel 35182.2409);
  - 1011 W Maxwell Ave (Parcel 35182.2401);
  - 1017 W Maxwell Ave (Parcel 35182.2402);
  - 1023 W Maxwell Ave (Parcel 35182.2403);
  - 1027 W Maxwell Ave (Parcel 35182.2404);
  - 1014 W Sinto Ave (Parcel 35182.2407);
- Application Z20-209COMP be included in the work program; and

WHEREAS, the Committee made no recommendation regarding Application Z20-196COMP; and

WHEREAS, regarding Application Z20-195COMP:

- Comprehensive Plan Policy LU 3.3 states that the designation of new Centers or Corridors should occur through a “city-approved planning process”, one which establishes the “exact location, boundaries, size, and mix of land uses in a Center or Corridor” and which is inclusive of “all interested stakeholders, including business and property owners, and the affected neighborhood(s)”;
- Comprehensive Plan Policy LU 3.4 states that such a planning process should be a City-Approved subarea planning process, inclusive of the factors and considerations listed in that policy, including the eventual land use plan map designation and zoning for any new Center;
- The Application proposes a significant change in development for a portion of the City where a number of details require consideration and resolution, including the impacts of increased density, non-residential uses, and known infrastructure and traffic concerns in the vicinity;
- For the reasons above, Application Z20-195COMP does not appear to meet threshold review criteria in SMC 17G.020.026.C, in that the application cannot be reasonably reviewed within the resources and time frame of the



Annual Comprehensive Plan Amendment Work Program; and should be considered under a separate process.

WHEREAS, the City has complied with RCW 36.70A.370 by completing the threshold review of the Applications; and

WHEREAS, except as may be indicated below, the City Council adopts the Ad Hoc Committee's Findings, Conclusions, and Recommendation regarding the Applications and incorporates said findings into this Resolution; and

WHEREAS, pursuant to SMC 17G.020.025, the City Council may add additional items to the Work Program, including City-sponsored map amendments to map TR-5, Proposed Bike Network Map (File Z21-022COMP).

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the following Applications shall be included in the 2021 Annual Comprehensive Plan Amendment Work Program:

- \_\_\_\_\_ Z20-194COMP (120 N Magnolia St);
- \_\_\_\_\_ Z20-196COMP (Freya and Palouse Highway);
- \_\_\_\_\_ Z20-206COMP (155 E Cleveland Ave);
- \_\_\_\_\_ Z20-207COMP (1015 W Montgomery Ave);
- \_\_\_\_\_ Z20-208COMP (1022 & 1028 W Sinto Ave)

\_\_\_\_\_ Including the following parcels:

1009 W Maxwell Ave (Parcel 35182.2409)  
1011 W Maxwell Ave (Parcel 35182.2401)  
1017 W Maxwell Ave (Parcel 35182.2402)  
1023 W Maxwell Ave (Parcel 35182.2403)  
1027 W Maxwell Ave (Parcel 35182.2404)  
1014 W Sinto Ave (Parcel 35182.2407);

- \_\_\_\_\_ Z20-209COMP (1025 W Spofford Ave); and



\_\_\_\_ Z21-022COMP—Map TR-5 Amendments.

BE IT ALSO RESOLVED that Application Z20-195COMP (6211 S Meadow Lane) should be separated from the annual Comprehensive Plan Amendment and considered separately. The process and timeline for this consideration is to be developed by City staff and the applicant and considered by council at a later date.

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

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

Approved as to form:

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



**Notice of City Council Consideration of Resolution  
Setting the Annual Comprehensive Plan Amendment Work Program**

Notice is hereby given that the Spokane City Council will set the Annual Comprehensive Plan Amendment Work Program for 2021 by Resolution on **Monday, March 29, 2021, at 6:00 p.m.** (RES 2021-XXXX). Council members will be attending virtually and the meeting will be aired on CityCable5 and streamed live at <https://my.spokanecity.org/citycable5/live>. This meeting is open to the public and there will be opportunity for public testimony.

Changes to the City's Comprehensive Plan Land Use Plan Map have been proposed for properties located within the East Central, Emerson/Garfield, Latah/Hangman, Logan, Southgate and West Central neighborhoods. Changes to the City's proposed bike network map and arterial network map are also proposed, affecting neighborhoods throughout the City.

Any person may submit written comments on the proposed actions to [kfreibott@spokanecity.org](mailto:kfreibott@spokanecity.org) or call for additional information at:

*Planning Services Department  
Attn: Kevin Freibott, Assistant Planner II  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3329  
Phone (509) 625-6184*

**Background:** Seven applications have been received by the City for proposed changes to the Land Use Plan Map (Map LU1). A City Council Ad Hoc Committee met on February 17, 2021, to review and make a recommendation to City Council regarding which of these proposals should move forward, as outlined in [SMC 17G.020.026](#). The committee recommendation and all related application materials can be found on the project website at:

<https://my.spokanecity.org/projects/2020-2021-proposed-comprehensive-plan-amendments/>

**Please Note: Written comments previously received by the Ad Hoc Committee will be forwarded to the full City Council.**

Additionally, one city-sponsored proposal is to be considered for addition to the work program, concerning multiple amendments to the Proposed Bike Network Map (File Z21-022COMP). Details of this proposal are available at the website above.

Any of the applications above that are included in the 2020 Work Program by City Council will be subject to full in-depth review and consideration during the year, including a SEPA Determination prior to their being considered for final approval.

**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 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto: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.*



## CITY COUNCIL INFO PACKET

**2020-2021 Proposed Comprehensive Plan Amendments**

Under Revised Code of Washington (RCW) 36.70A.130, the City may generally amend the comprehensive plan once a year. During the application acceptance period in September and October of 2020, the City received seven private applications to amend the Land Use Plan Map. Furthermore, there is one city-sponsored application proposed for consideration. Each of the applications under consideration are listed in the following table, along with the pages in this packet where more information can be found for each.

**Comprehensive Plan Amendment Applications under Consideration in 2020**

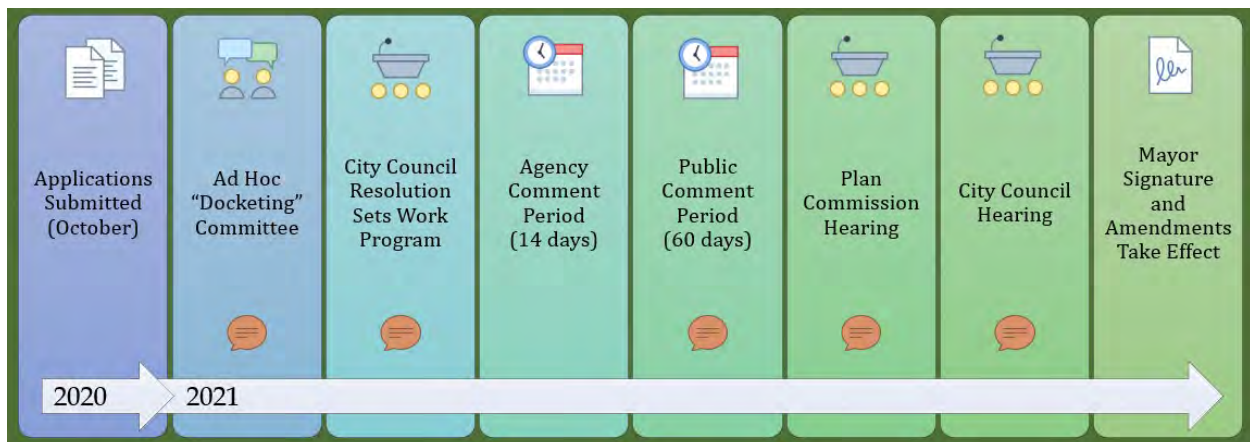
Application #	General Address	Neighborhood Council	Proposed Change to the Land Use Plan Map LU-1	Page #
<a href="#">Z20-194COMP</a>	120 N. Magnolia St.	East Central; Adjacent to Chief Garry Park	"Light Industrial" to "CC Core"	p. 3
<a href="#">Z20-195COMP</a>	6211 S. Meadow Lane Rd.	Latah/Hangman	Establish a new Center Designation and related map changes	p. 6
<a href="#">Z20-196COMP</a>	S. Freya St. & Palouse Highway	Southgate	"Residential 4-10" to "Residential 15-30"	p. 9
<a href="#">Z20-206COMP</a>	155 E. Cleveland Ave.	Logan; Near Nevada Heights, North Hill, Emerson/Garfield	"Residential 4-10" to "Residential 15-30"	p. 12
<a href="#">Z20-207COMP</a>	1015 W. Montgomery Ave.	Emerson/Garfield	"Residential 4-10" to "General Commercial"	p. 15
<a href="#">Z20-208COMP</a>	1022 & 1028 W. Sinto Ave.	West Central; near Emerson/Garfield	"Residential 10-20" to "Residential 15+"	p. 18
<a href="#">Z20-209COMP</a>	1025 W. Spofford Ave.	West Central; Near Emerson/Garfield	"Residential 10-20" to "CC Core"	p. 21
<a href="#">Z21-022COMP</a>	Map TR-5 Proposed Bike Network Map, Chapter 4	Citywide	Amendments to the Proposed Bike Network Map	p. 24

The full applications for each of these proposals can be found here:

<https://my.spokanecity.org/projects/2020-2021-proposed-comprehensive-plan-amendments/>



The process for each year's consideration of amendments is laid out in the Municipal Code under [SMC 17G.020](#). For your reference, the following graphic provides a rough outline of the process, which generally takes 12-14 months to complete.



### Threshold Criteria

SMC 17G.020.026 states that any application to be included in the annual work program should meet the following criteria:

- A. The proposed amendment presents a matter appropriately addressed through the comprehensive plan; and
- B. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process; and
- C. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program; and
- D. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics; and
- E. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code; and
- F. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated; or
- G. State law required, or a decision of a court or administrative agency has directed such a change.



## Application: Z20-194COMP

---

**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Mr. Dwight Hume of Land Use Solutions & Entitlement

**Site Address(es):** 120 N. Magnolia Street

**Neighborhood:** East Central (adjacent to Chief Garry Park)

**Current Land Use:** Light Industrial

**Proposed Land Use:** CC Core

**Current Zoning:** Light Industrial

**Proposed Zoning:** CC-1 EC (Centers & Corridors Type 1, Employment Center)

**Notes:** This proposal would add the historic McKinley School property into the adjacent Employment Center and allow residential development on the parcel.





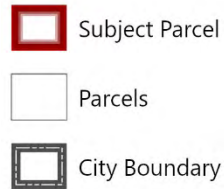










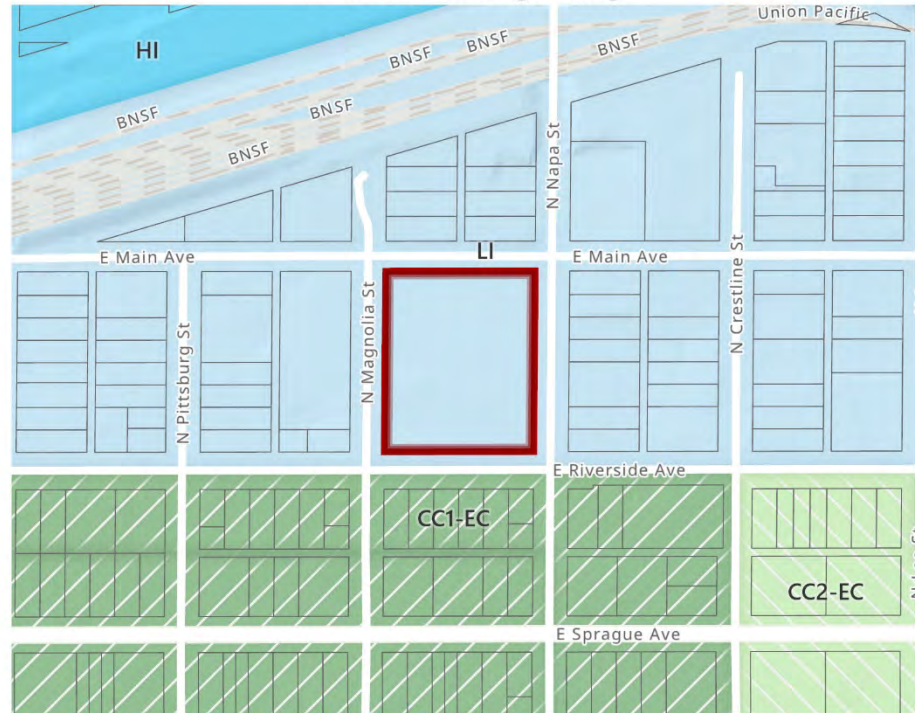
Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
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## EXHIBIT C: Existing Zoning



### Proposed Zoning

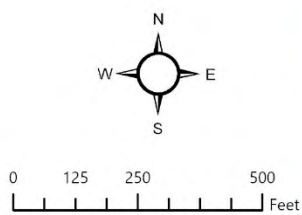
-  Center and Corridor Type 1
-  Center and Corridor Type 2
-  Heavy Industrial
-  Light Industrial



## EXHIBIT D: Proposed Zoning

**Parcel(s):** 35163.3001

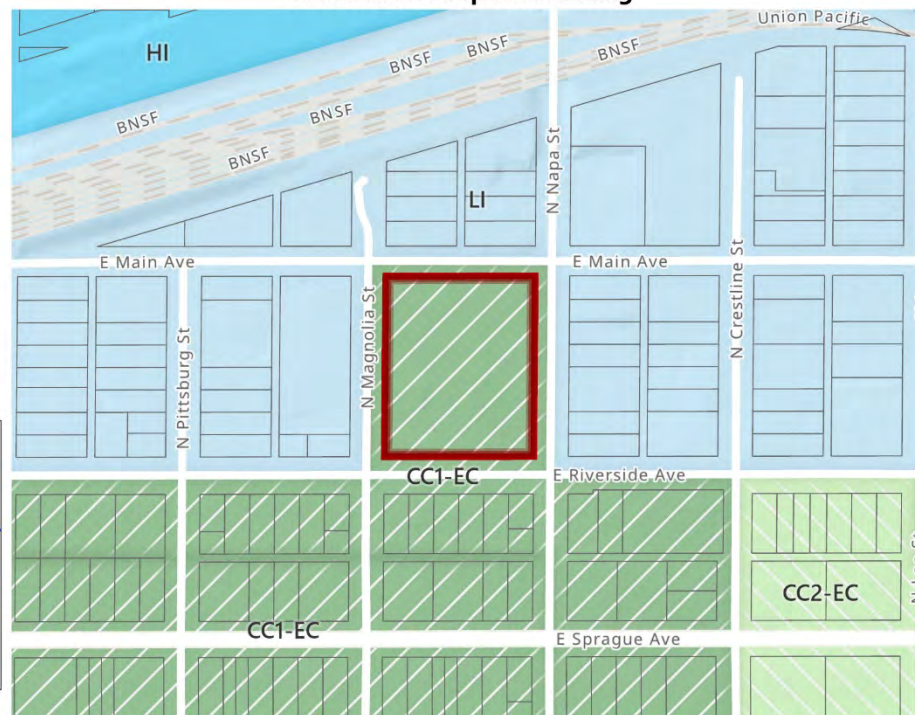
**Approximate Area:** 2.50 acres



## PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott





## Application: Z20-195COMP

---

**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Mr. Jay Bonnett of J.R. Bonnett Engineering

**Site Address(es):** 6211 S. Meadow Lane Road

**Neighborhood:** Latah/Hangman

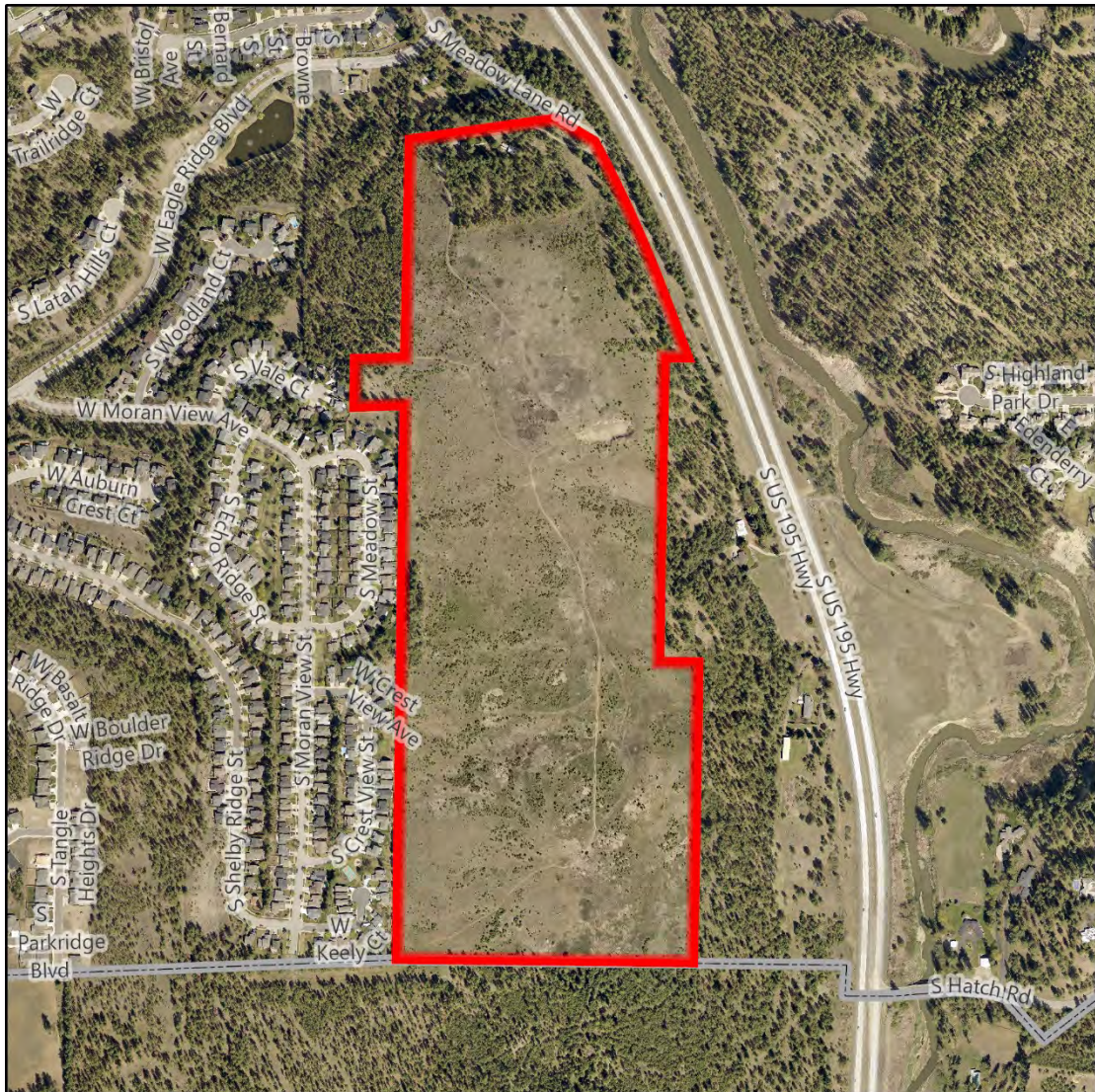
**Current Land Use:** Residential 4-10

**Proposed Land Use:** CC-Core with Center Designation; R15+; R15-30; R10-20

**Current Zoning:** Residential Single Family

**Proposed Zoning:** CC2; RHD; RMF; RTF

**Notes:** This proposal seeks to establish and plan a new District Center in the southern end of the Latah/Hangman neighborhood, adjacent to the southern City boundary. The Land Use and Zoning categories are approximate and would be determined through a planning process. Refer to Comprehensive Plan policies LU 3.2, LU 3.3, and LU 3.4.







# **Z20-195COMP (6211 S Meadow Lane)** Concerning parcel(s) in the Latah Hangman Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
**THIS IS NOT A LEGAL DOCUMENT**  
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**EXHIBIT A: Existing Land Use Plan Map**



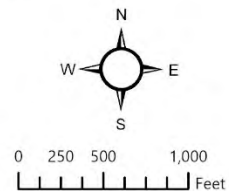
- Subject Parcel
- Parcels
- City Boundary

**Land Use Designation**

- CC Core
- Conservation OS
- Potential OS
- Res 15+
- Res 4-10

**Parcel(s):** 34053.0020, 34053.0044, 34053.0045, 34053.0069, 34053.0070, 34071.0001, 34082.0009, 34082.0010, 34082.0012, 34082.0051

**Approximate Area:** 100.3 acres

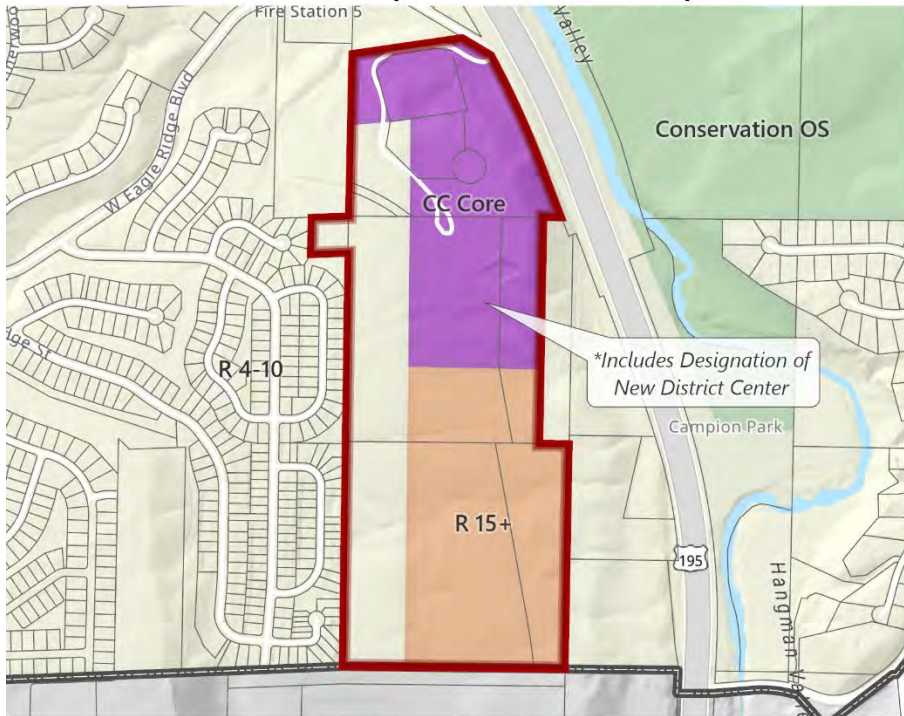


**PROJECT LOCATION**



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

**EXHIBIT B: Proposed Land Use Plan Map**



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# **Z20-195COMP (6211 S Meadow Lane)** Concerning parcel(s) in the Latah Hangman Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
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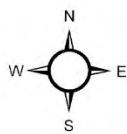
- Subject Parcel
- Parcels
- City Boundary

## **Proposed Zoning**

- Center and Corridor Type 2
- Residential Multifamily
- Residential Single-Family

**Parcel(s):** 34053.0020,  
34053.0044, 34053.0045,  
34053.0069, 34053.0070,  
34071.0001, 34082.0009,  
34082.0010, 34082.0012,  
34082.0051

**Approximate Area:** 100.3 acres



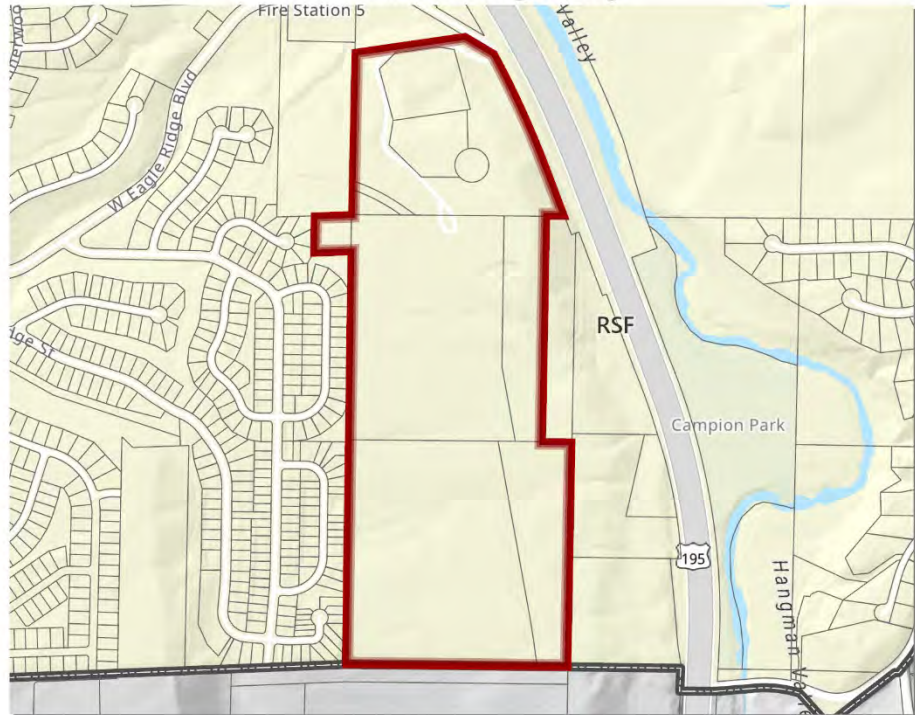
07550300  
 Feet

## **PROJECT LOCATION**

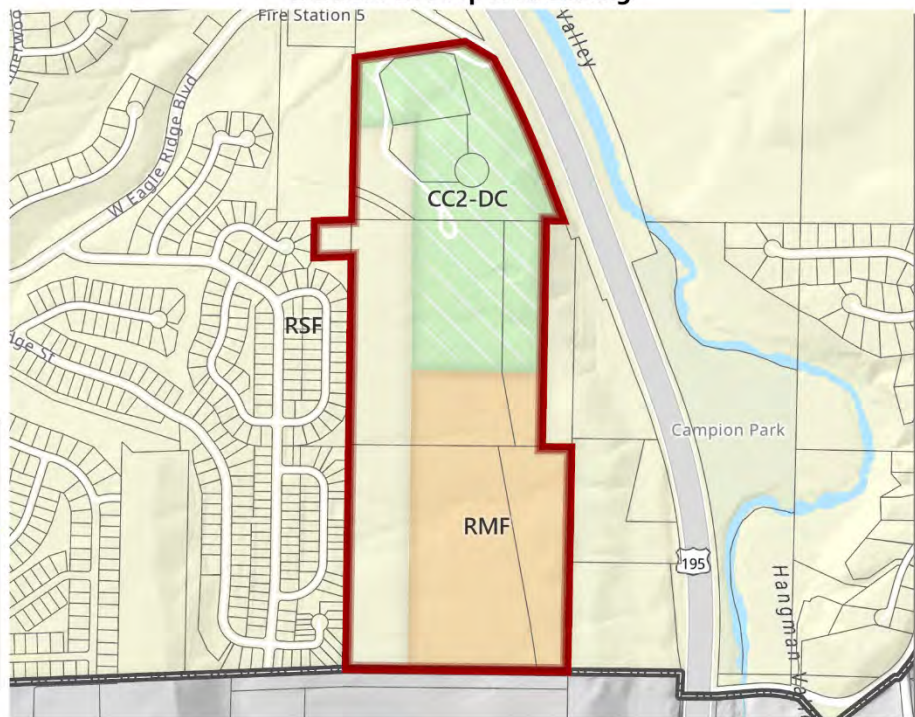


Neighborhood and Planning Services  
Drawn By: Kevin Freibott

## **EXHIBIT C: Existing Zoning**



## **EXHIBIT D: Proposed Zoning**



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx



## Application: Z20-196COMP

---

**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Mr. Ben Goodmansen of Whipple Consulting Engineers

**Site Address(es):** 5408 S. Freya Street; 5216 S. Palouse Highway; Unassigned Address

**Neighborhood:** Southgate

**Current Land Use:** Residential 4-10 dwelling units/acre

**Proposed Land Use:** Residential 15-30 dwelling units/acre

**Current Zoning:** RSF (Residential Single Family)

**Proposed Zoning:** RMF (Residential Multi Family)

**Notes:** This proposal seeks to increase the residential density of multiple parcels in the vicinity of two designated District Centers.



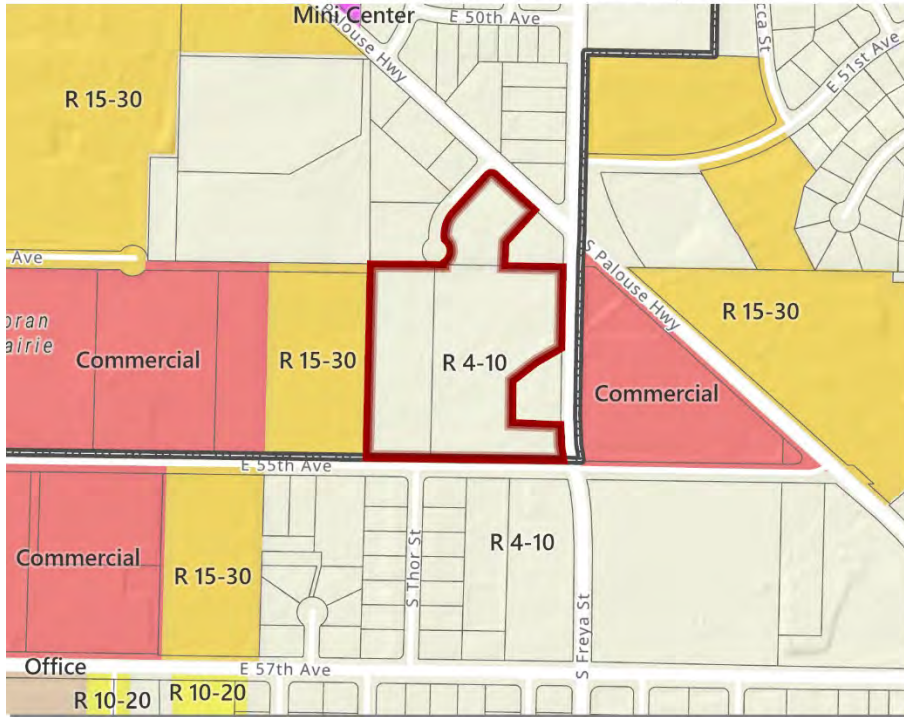




# **Z20-196COMP (Freya & Palouse Hwy)** Concerning parcel(s) in the Southgate Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

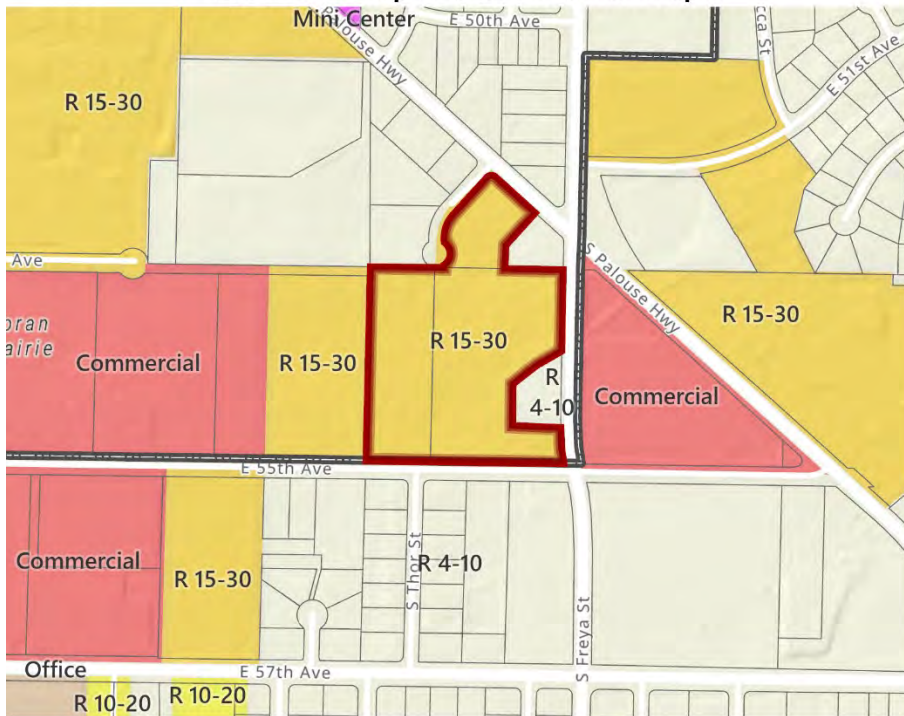
Drawn: 1/29/2021  
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## **EXHIBIT A: Existing Land Use Plan Map**



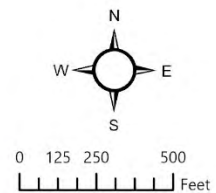
- Area Type**
- Subject Parcel
  - Parcels
  - City Boundary
- Current Land Use Designation**
- CC Core
  - General Commercial
  - Mini Center
  - Office
  - Res 10-20
  - Res 15-30
  - Res 4-10

## **EXHIBIT B: Proposed Land Use Plan Map**



**Parcel(s):** 34032.0401,  
 34032.0432, 34032.0607

**Approximate Area:** 9.76 acres



### **PROJECT LOCATION**



Neighborhood and Planning Services  
 Drawn By: Kevin Freibott

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## Z20-196COMP (Freya and Palouse Hwy)

Concerning parcel(s) in the Southgate Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

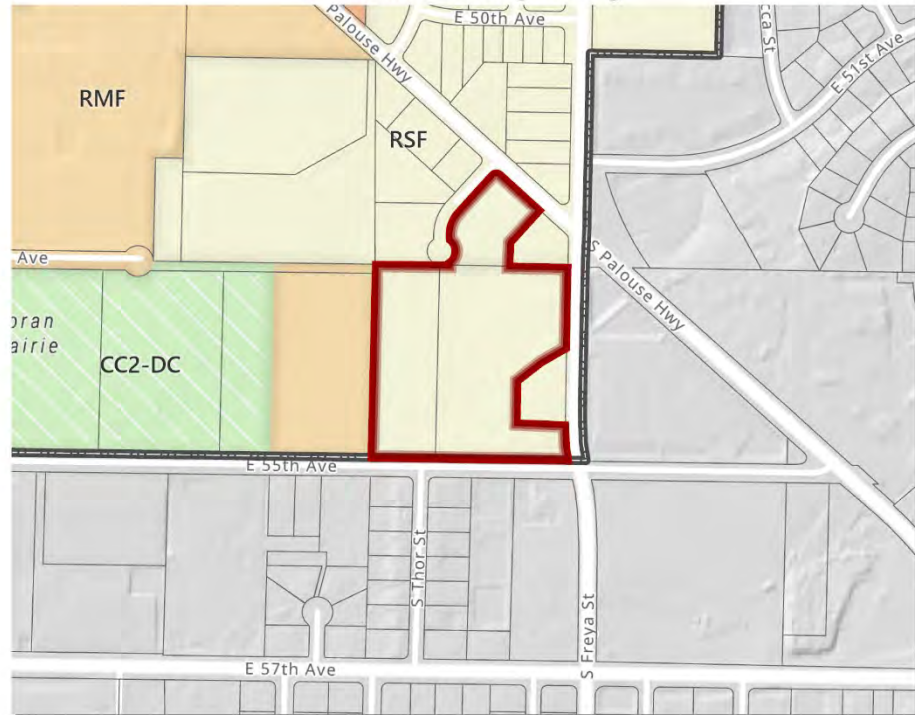
Drawn: 1/29/2021

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### EXHIBIT C: Existing Zoning

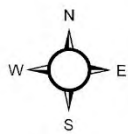
- Area Type**
- Subject Parcel
  - Parcels
  - City Boundary
- Current Zoning**
- Center and Corridor Type 2
  - Neighborhood Retail
  - Residential Multifamily
  - Residential Single-Family



### EXHIBIT D: Proposed Zoning

**Parcel(s):** 34032.0401,  
34032.0432, 34032.0607

**Approximate Area:** 9.76 acres

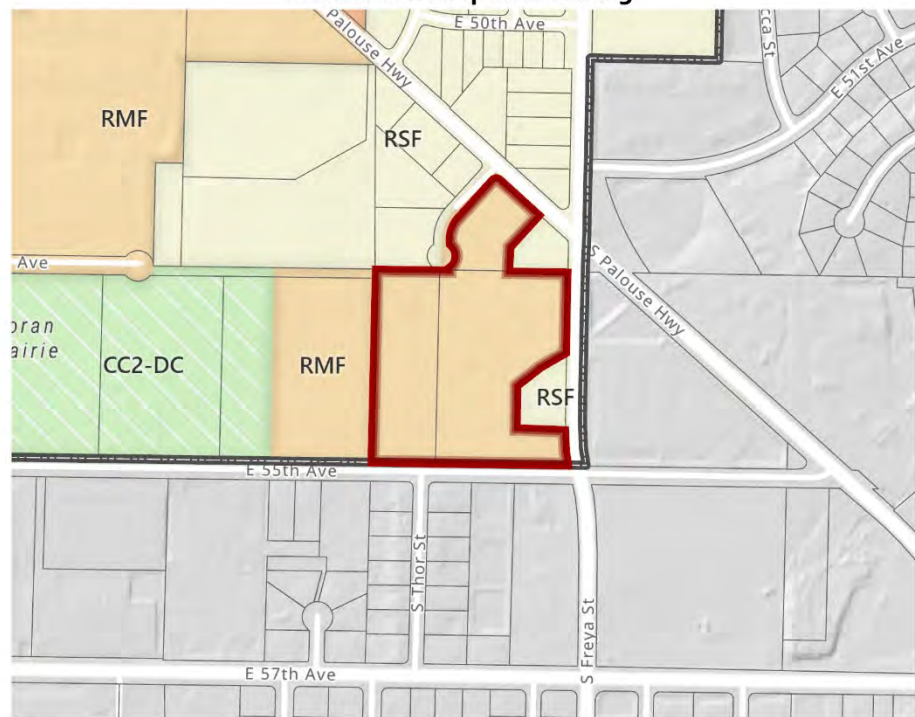


0 125 250 500  
Feet

#### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott



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## Application: Z20-206COMP

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**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Ms. Lindsay Kornegay of Witherspoon Kelley

**Site Address(es):** 155 E. Cleveland Avenue

**Neighborhood:** Logan (near Nevada Heights, North Hills, Emerson/Garfield)

**Current Land Use:** Residential 4-10 dwelling units/acre

**Proposed Land Use:** Residential 15-30 dwelling units/acre

**Current Zoning:** RSF (Residential Single Family)

**Proposed Zoning:** RMF (Residential Multi-Family)

**Notes:** This proposal would increase the residential density of a single parcel near, but not adjacent to, Division Street. A large WSDOT facility is located directly to the south, across E. Cleveland Avenue.



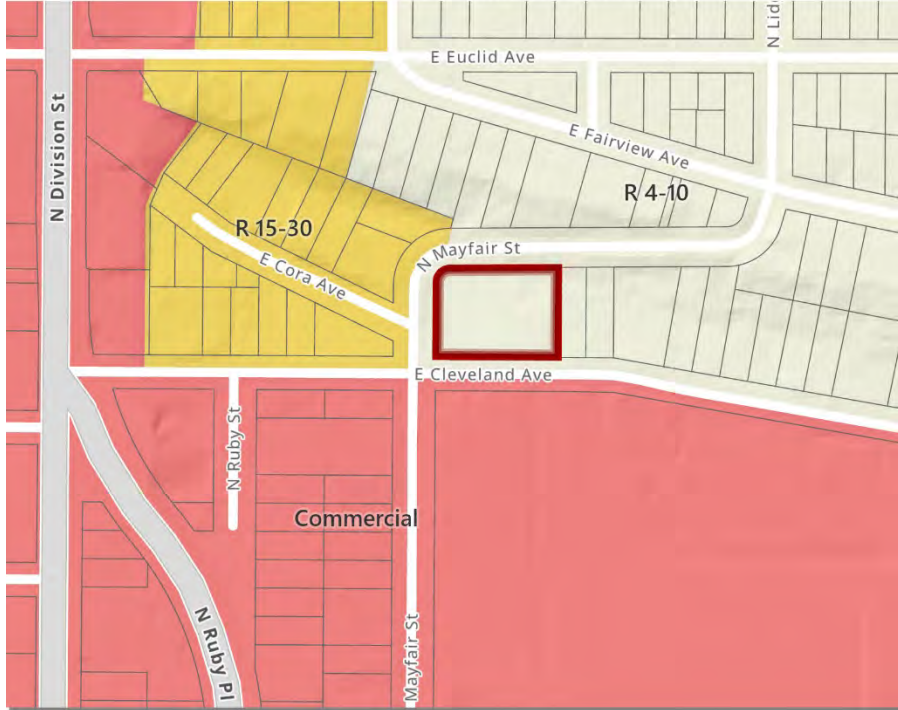




**Z20-206COMP (155 E Cleveland)**  
Concerning parcel(s) in the Logan Neighborhood of Spokane  
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
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**EXHIBIT A: Existing Land Use Plan Map**



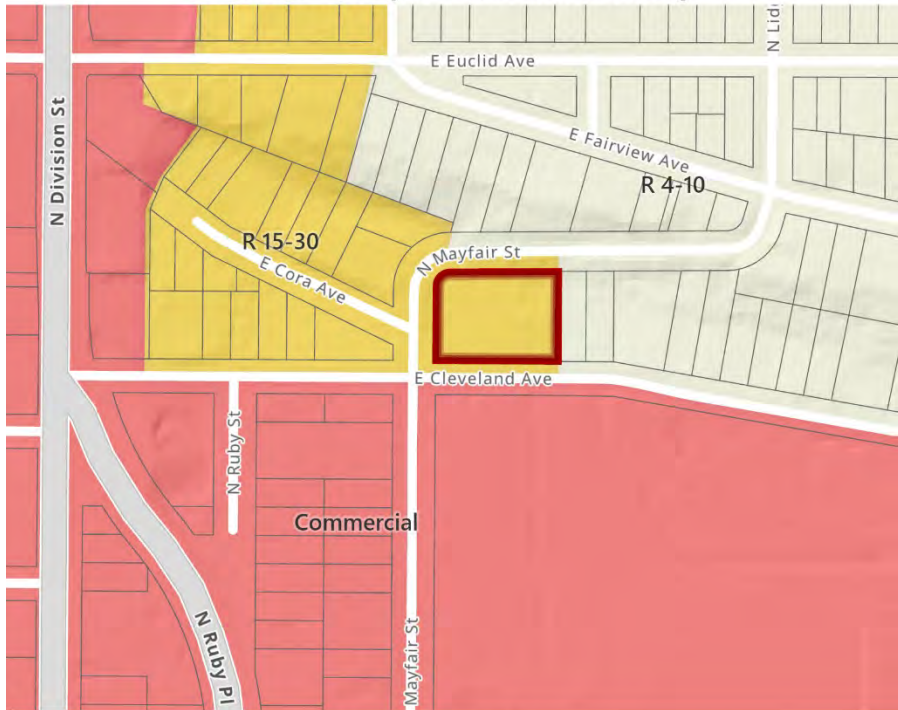
**Area Type**

- Subject Parcel
- Parcels
- City Boundary

**Current Land Use Designation**

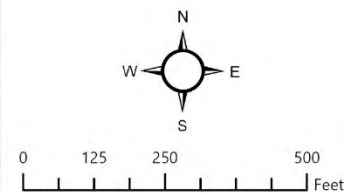
- General Commercial
- Res 15-30
- Res 4-10

**EXHIBIT B: Proposed Land Use Plan Map**



**Parcel(s):** 35082.0919

**Approximate Area:** 0.78 acres



**PROJECT LOCATION**



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx



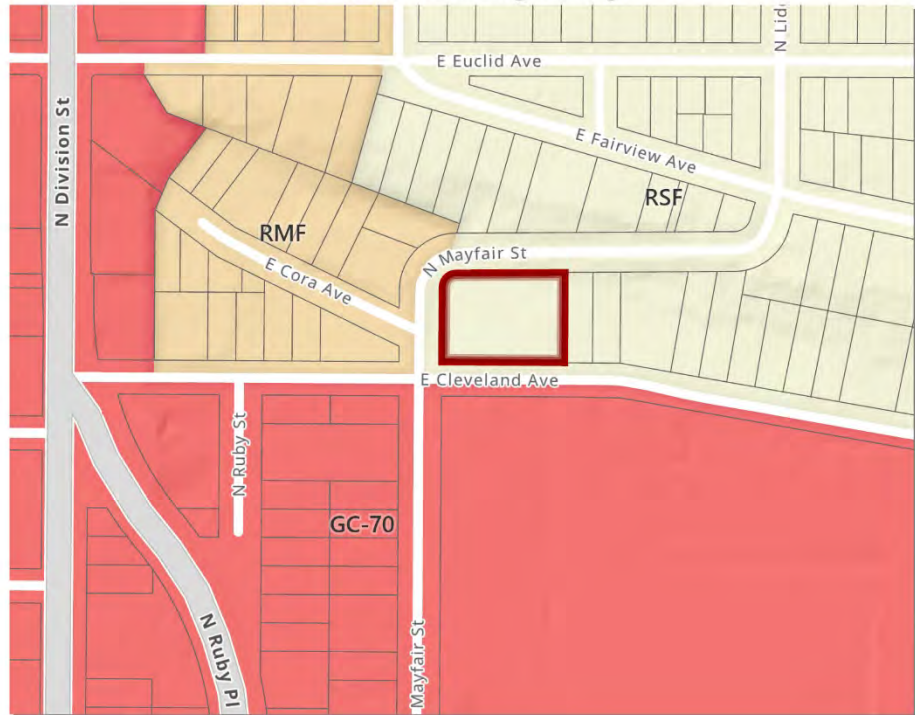


# **Z20-206COMP (155 E Cleveland)** Concerning parcel(s) in the Logan Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
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## **EXHIBIT C: Existing Zoning**

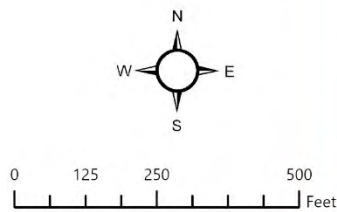
- Area Type**
- Subject Parcel
  - Parcels
  - City Boundary
- Current Zoning**
- General Commercial
  - Residential Multifamily
  - Residential Single-Family



## **EXHIBIT D: Proposed Zoning**

**Parcel(s):** 35082.0919

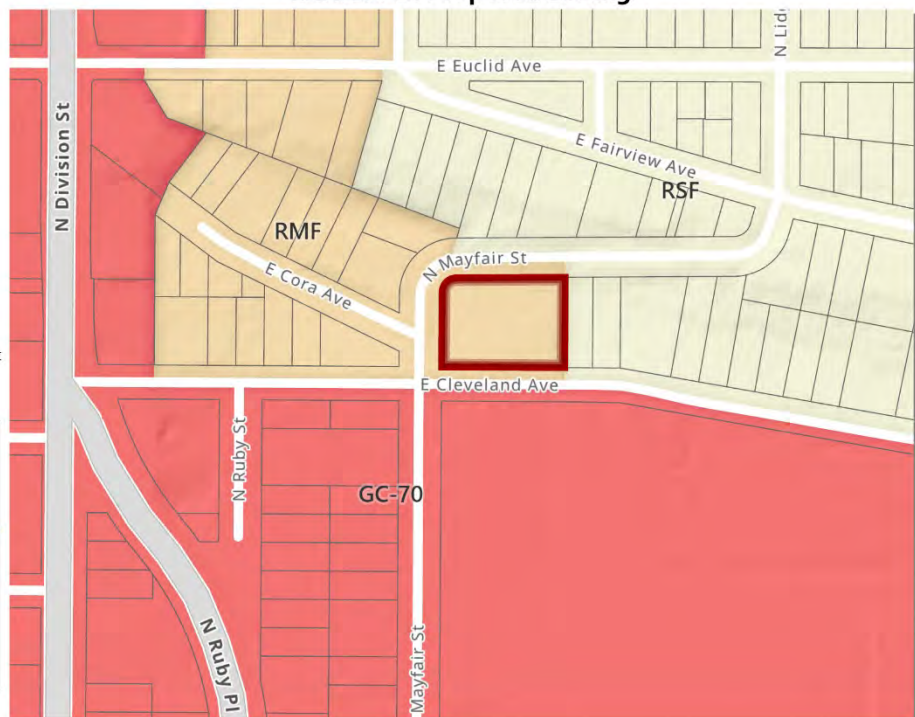
**Approximate Area:** 0.78 acres



### **PROJECT LOCATION**



Neighborhood and Planning Services  
Drawn By: Kevin Freibott



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx



## Application: Z20-207COMP

---

**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Mr. Dwight Hume of Land Use Solutions & Entitlement

**Site Address(es):** 1015 W. Montgomery Avenue

**Neighborhood:** Emerson-Garfield

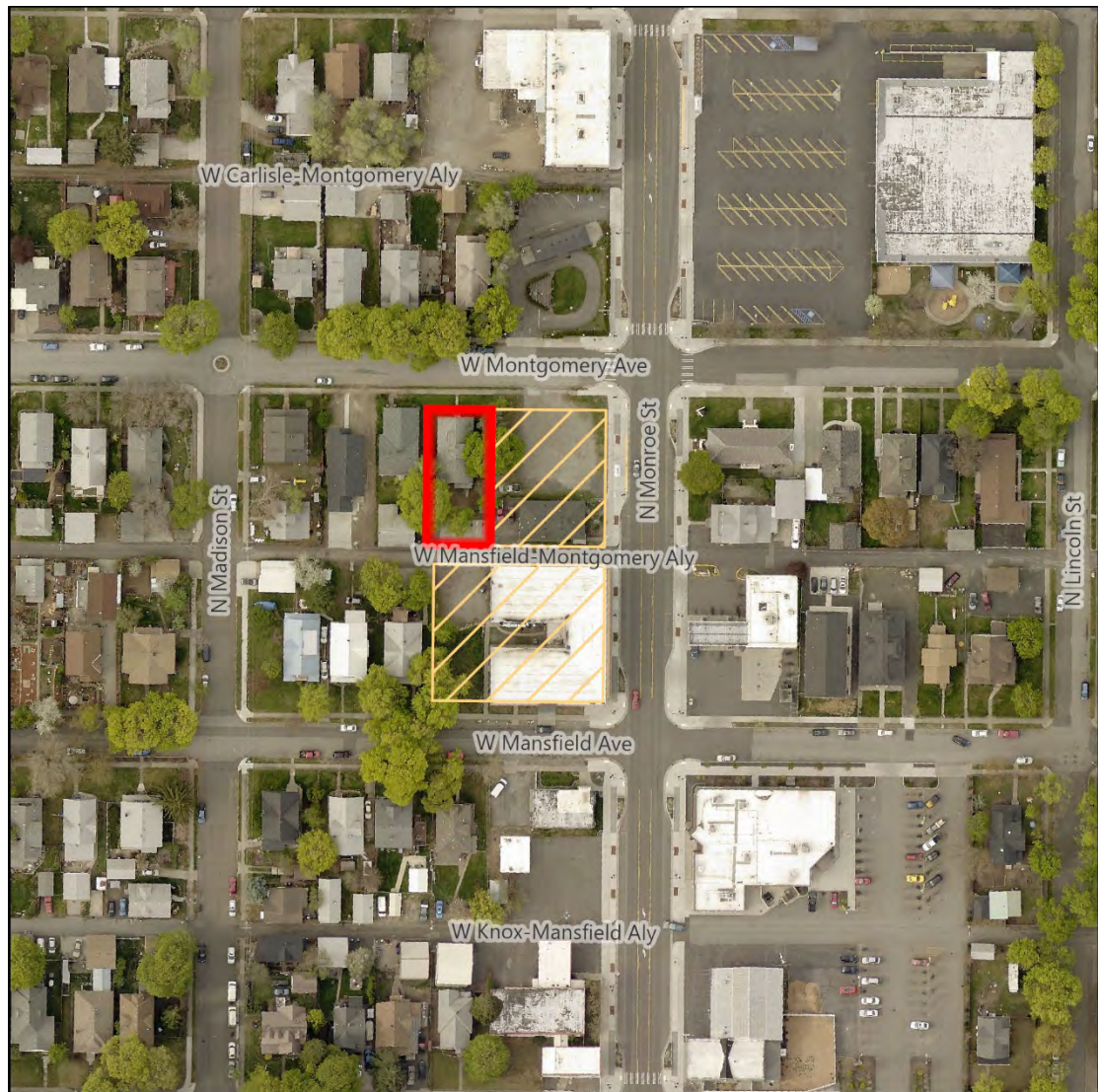
**Current Land Use:** Residential 4-10 dwelling units/acre

**Proposed Land Use:** General Commercial

**Current Zoning:** Residential Single Family

**Proposed Zoning:** CC2, DC (Centers & Corridors, Type 2- District Center)

**Notes:** This proposal is requested to allow new development on commonly owned parcels facing the North Monroe streetscape improvements made a few years ago. Those parcels owned by the same entity are shown in hashmarks below.







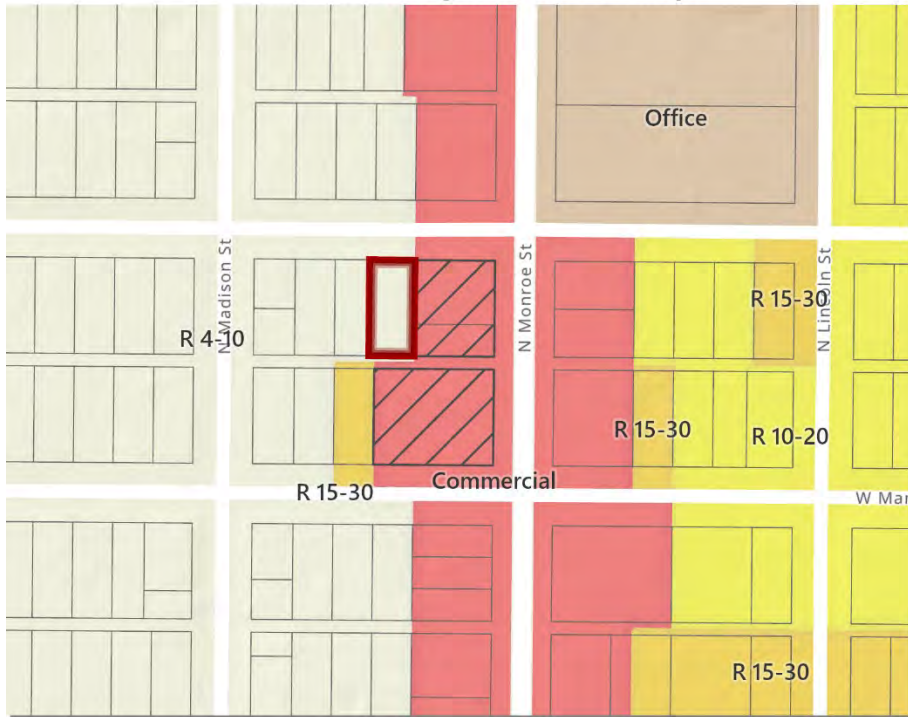
# Z20-207COMP (1015 W Montgomery)

Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
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## EXHIBIT A: Existing Land Use Plan Map



- Subject Parcel
- Same Owners
- Parcels
- City Boundary

### Current Land Use Designation

- CC Core
- General Commercial
- Office
- Res 10-20
- Res 15-30
- Res 4-10

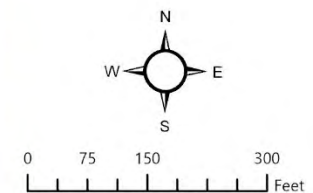
## EXHIBIT B: Proposed Land Use Plan Map



Parcel(s): 35073.2505

Approximate Area: 0.16 acres

Same Ownership: 0.69 acres



### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx





# **Z20-207COMP (1015 W Montgomery)** Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

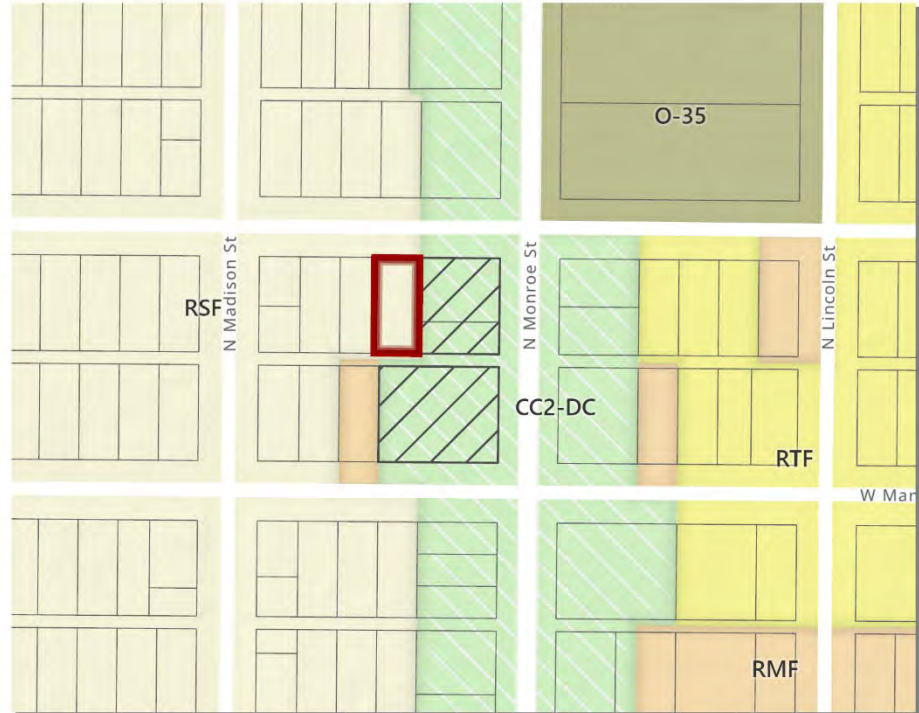
Drawn: 1/29/2021  
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## EXHIBIT C: Existing Zoning

- Subject Parcel
- Same Ownership
- Parcels
- City Boundary

### Current Zoning

- Center and Corridor Type 2
- Community Business
- Office
- Residential Multifamily
- Residential Two-Family
- Residential Single-Family

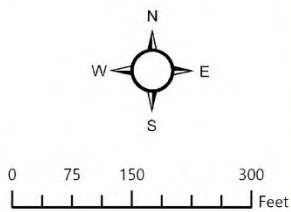


## EXHIBIT D: Proposed Zoning

Parcel(s): 35073.2505

Approximate Area: 0.16 acres

Same Ownership: 0.69 acres



### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx



## Application: Z20-208COMP

**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Mr. Dwight Hume of Land Use Solutions & Entitlement

**Site Address(es):** 1022 & 1028 W. Sinto Avenue

**Neighborhood:** West Central (near Emerson/Garfield)

**Current Land Use:** Residential 10-20 dwelling units/acre

**Proposed Land Use:** Residential 15+ dwelling units/acre

**Current Zoning:** RTF (Residential Two Family)

**Proposed Zoning:** RHD (Residential High Density)

**Notes:** This proposal has been proposed to possibly redevelop these parcels with new multi-family uses, although no such proposal has been developed or submitted as yet. Both parcels are in common ownership and are within the Monroe Street Corridor, a designated but unplanned Corridor on the Land Use Plan Map.







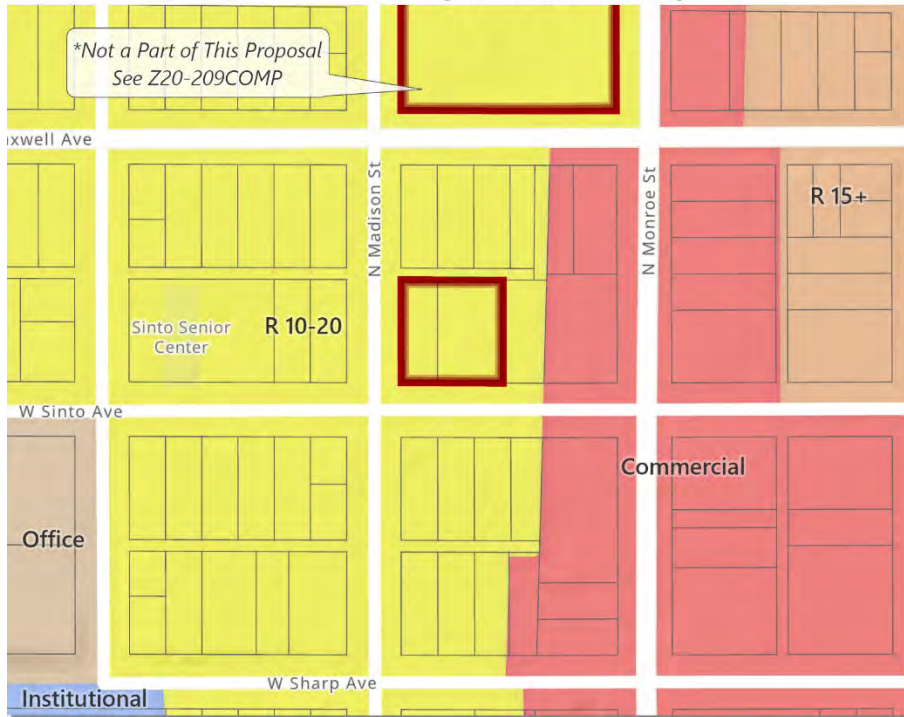
# Z20-208COMP (1022 & 1028 W Sinto)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
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## EXHIBIT A: Existing Land Use Plan Map

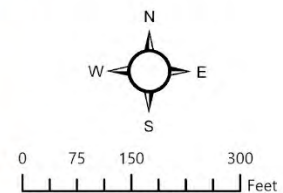


## EXHIBIT B: Proposed Land Use Plan Map



**Parcel(s):** 35182.2405,  
35182.2406

**Approximate Area:** 0.46 acres



### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx





# **Z20-208COMP (1022 & 1028 W Sinto)** Concerning parcel(s) in the West Central Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
 THIS IS NOT A LEGAL DOCUMENT  
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

## **EXHIBIT C: Existing Zoning**

- Subject Parcel
- Parcels
- City Boundary

### **Current Zoning**

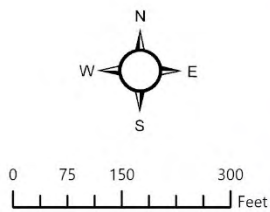
- Center and Corridor Type 2
- Community Business
- Light Industrial
- Office Retail
- Residential High Density
- Residential Two-Family



## **EXHIBIT D: Proposed Zoning**

**Parcel(s):** 35182.2405, 35182.2406

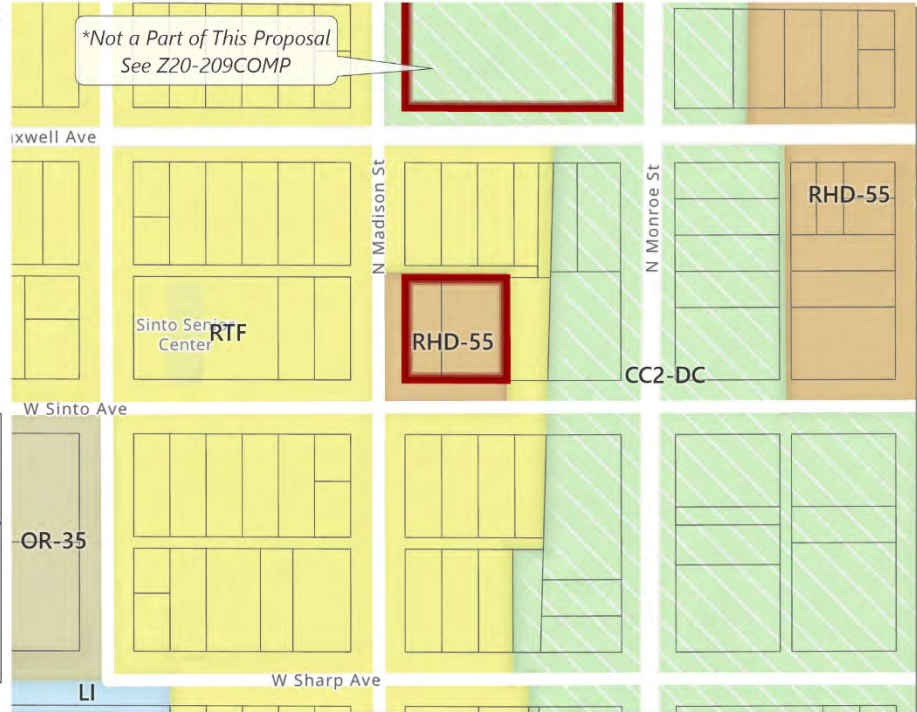
**Approximate Area:** 0.46 acres



### **PROJECT LOCATION**



Neighborhood and Planning Services  
 Drawn By: Kevin Freibott



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx



## Application: Z20-209COMP

**Action:** Map amendment to the Land Use Plan Map in Chapter 3

**Applicant/Agent:** Ms. Kandis Larsen of Integrus Architecture

**Site Address(es):** 1025 W. Spofford Avenue

**Neighborhood:** West Central (near Emerson/Garfield)

**Current Land Use:** Residential 10-20

**Proposed Land Use:** CC Core (Centers & Corridors Core)

**Current Zoning:** Residential Two Family

**Proposed Zoning:** CC2 (Centers & Corridors, Type 2)

**Notes:** This proposal has been made to accommodate the School District's planned rebuild and update of The Community School, currently located on the site. The applicant seeks to develop in a more Corridor-consistent manner as the site is located within the designated, but unplanned, Monroe Street Corridor.







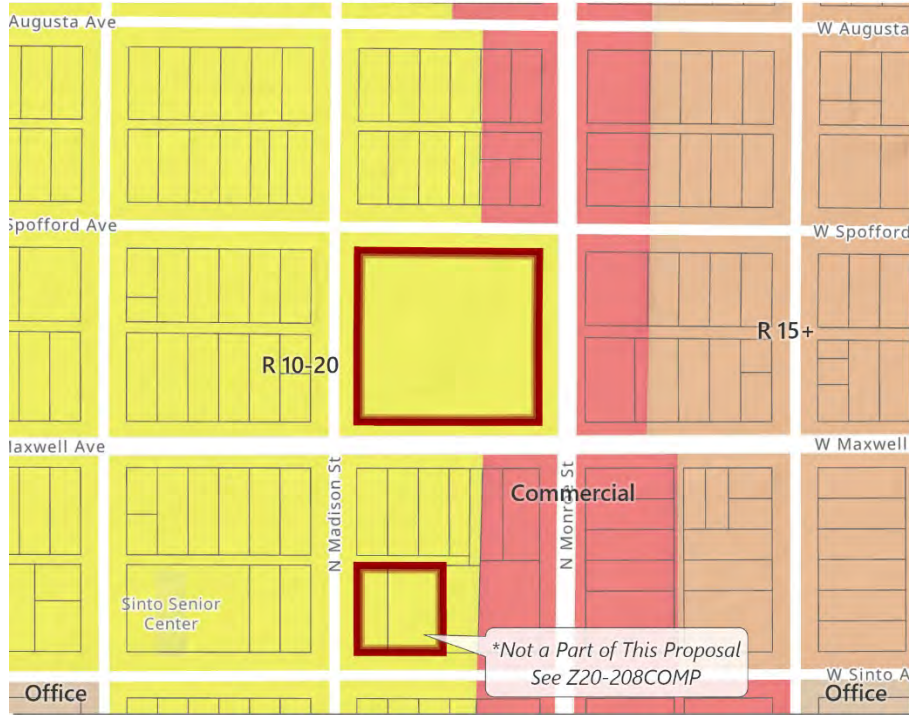
# Z20-209COMP (1025 W Spofford)

Concerning parcel(s) in the West Central Neighborhood of Spokane

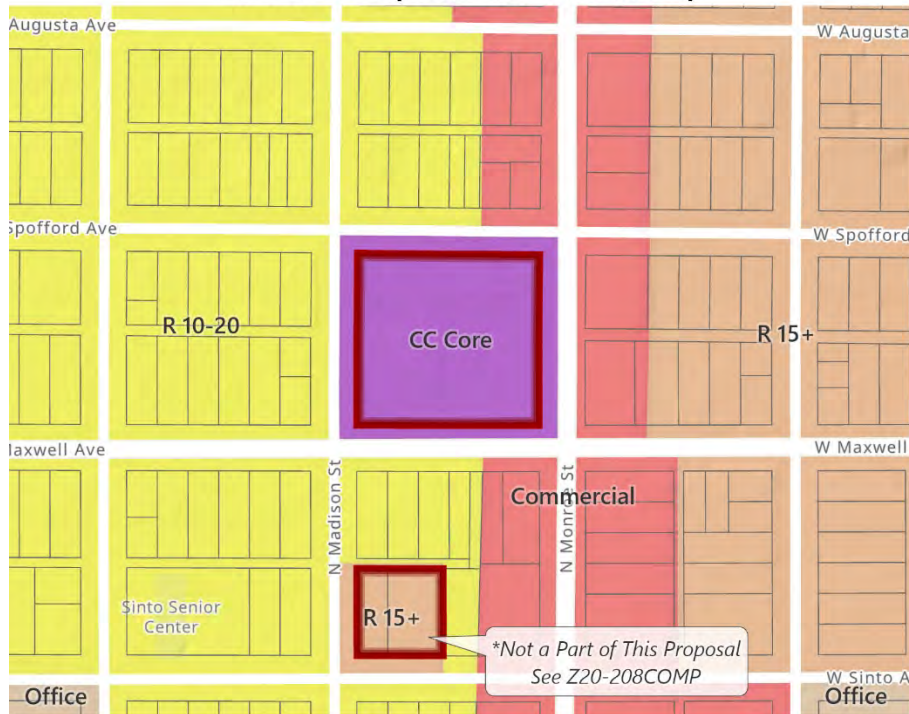
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021  
THIS IS NOT A LEGAL DOCUMENT  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

## EXHIBIT A: Existing Land Use Plan Map

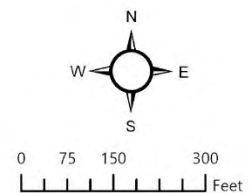


## EXHIBIT B: Proposed Land Use Plan Map



Parcel(s): 35076.3915

Approximate Area: 1.9 acres



## PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx





# **Z20-209COMP (1025 W Spofford)** Concerning parcel(s) in the West Central Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

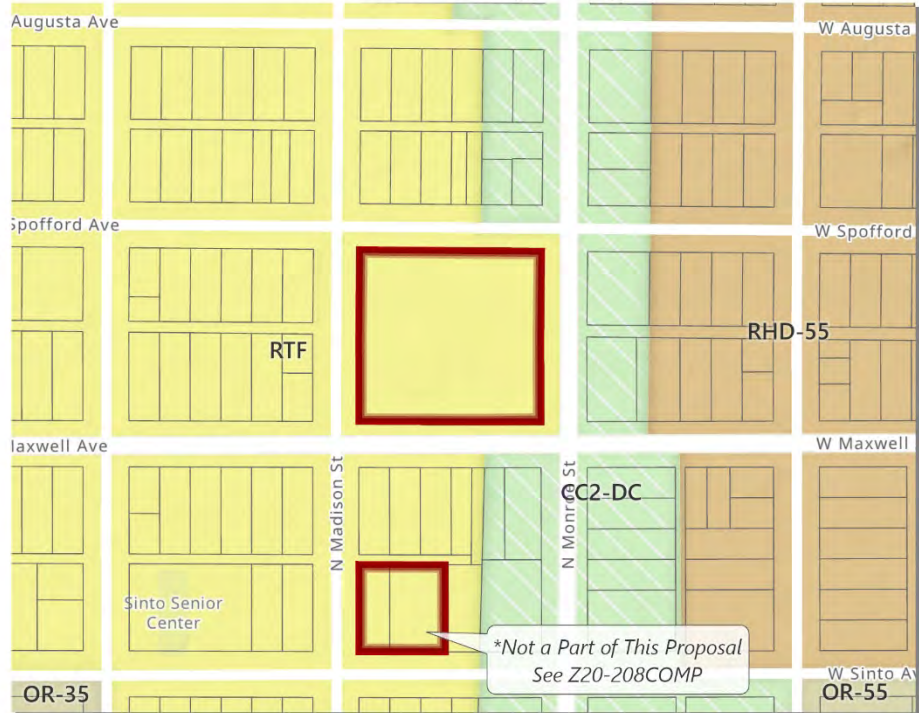
Drawn: 1/29/2021  
 THIS IS NOT A LEGAL DOCUMENT  
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

## **EXHIBIT C: Existing Zoning**

- Subject Parcel
- Parcels
- City Boundary

### **Current Zoning**

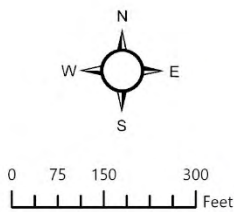
- Center and Corridor Type 2
- Office Retail
- Residential High Density
- Residential Two-Family



## **EXHIBIT D: Proposed Zoning**

**Parcel(s):** 35076.3915

**Approximate Area:** 1.90 acres



### **PROJECT LOCATION**



Neighborhood and Planning Services  
 Drawn By: Kevin Freibott



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx



## Application: TBD

**Action:** Map amendment to the Proposed Bike Network Map TR-4 in Chapter 4

**Applicant/Agent:** CITY-SPONSORED—Planning Services and Integrated Capital Management

**Site Address(es):** n/a

**Neighborhood:** Various

**Notes:** Following a successful program last year with various amendments made to the map, increased public interest and awareness of this effort as well as close consultation with the Bicycle Advisory Board and other entities has resulted in a few additional amendments requested this year.

The following changes to the Bike Network Map are draft in nature and may change during the next months, as the proposal is refined and finalized.

Ref #	Street	From	To	Description
1	High Drive	21st	29th	Remove shared-use path designation
2	26th Ave	Havana	Ray	Add as a bike-friendly route
3	Havana	Dearborn	19th	Shift from soft-surface to shared-use
4	Havana	29th	37th	Shift from soft-surface to shared-use
3	Cannon St	Wellesley	Rowan	Add as bike-friendly route
4	Everett Ave	Division	Assembly	Extend neighborhood greenway
5	37th Ave	Perry	Regal	Change to bike lanes
6	Cedar	3rd	Riverside	Add as bike lanes
7	42nd Ave	Crestline	Cook	Extend neighborhood greenway
8	Pacific Ave	Howard	Sherman	Update to Greenway designation
9	3rd Ave	Sherman	Arthur	Update to shared-use path
10	Rhoades-Weile	Post	Standard	Neighborhood Greenway
11	Longfellow Ave	NW Blvd.	Market	Neighborhood Greenway
13	9 Mile Rd.	Francis	Rifle Club	Add shared-use path designation
14	Altamont Circle greenway adjustments	Fiske	9th Ave.	Extend to Benn Burr Trail off 9th Ave, link to Fiske on 12th
15	Jackson-Montgomery-Knox Greenway	Pittsburg	Belt	Upgrade designation to neighborhood greenway on Montgomery and Knox from bike-friendly route, add Jackson from Pittsburg to Astor
16	Thorpe Rd.	Westwood Ln.	Trainer Rd.	Update from bike lane to pathway





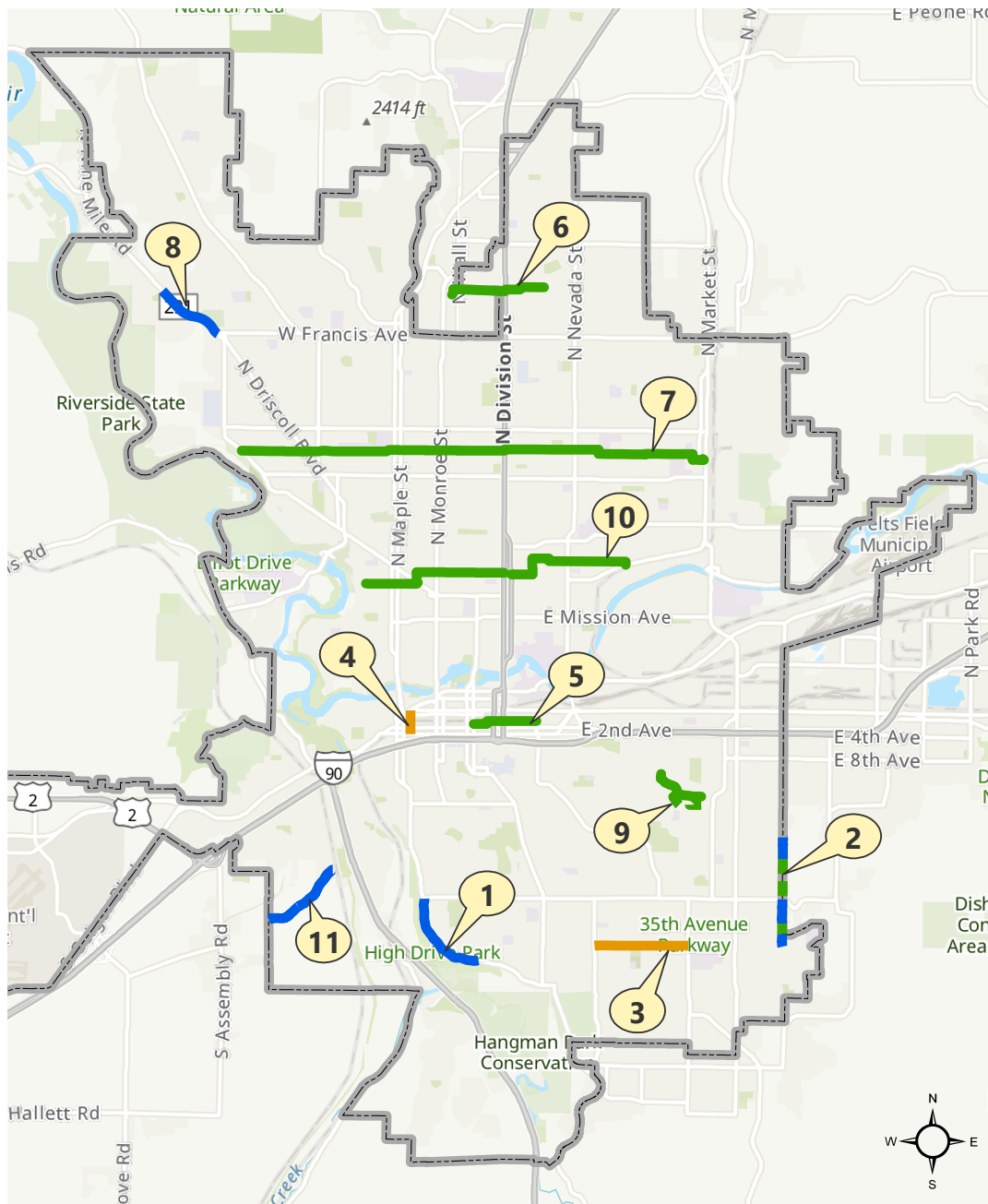
## 221-022COMP: Overview of Changes to Bike Map (Map TR-5)

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

THIS IS NOT A LEGAL DOCUMENT

The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Mod	Name	Description
1	W High Dr	Remove shared-use path designation, retain bike lane.
2	S Harvard St	Change soft-surface path portions to shared-use path.
3	E 37th Ave	Change shared street to bike lanes.
4	S Cedar St	Add bike lanes.
5	Pacific Ave	Change bike-friendly route to neighborhood greenway.
6	Weile & Rhoades Ave	New neighborhood greenway.
7	Longfellow Ave	Change bike-friendly route to neighborhood greenway.
8	W Nine Mile Falls	Change shared street to shared use path.
9	Altamont Circle (Various Streets)	Modification of existing neighborhood greenway route.
10	Jackson-Montgomery-Knox Greenway	Change bike-friendly route to neighborhood greenway, add new sections on E Jackson Ave.
11	W Thorpe Rd	Change bike lanes to shared use path.

### Bicycle Facility Types

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path



Drawing Scale: 1:120,000

Neighborhood and Planning Services  
Drawn By: Kevin Freibott



**Spokane City Council Docketing Committee – February 17, 2021**

**FINDINGS, CONCLUSIONS, and RECOMMENDATION**

**Comprehensive Plan Amendment Application Nos. Z20-194COMP, Z20-195COMP, Z20-196COMP, Z20-206COMP, Z20-207COMP, Z20-208COMP, and Z20-209COMP.**

**FINDINGS:**

- A. The Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, and substantially amended it in 2017, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans generally may be amended no more frequently than once per year. All amendment proposals must be considered concurrently, in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D. SMC 17G.020.010(8) lists the guiding principles for processing applications seeking to amend the Comprehensive Plan, as follows:
  - a. Keep the comprehensive plan alive and responsive to the community.
  - b. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
  - c. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
  - d. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
  - e. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
  - f. The proposed changes must result in a net benefit to the general public.



- E. SMC 17G.020.025 establishes a threshold review process to be undertaken by an ad hoc City Council committee known as the “docketing committee.”
- F. Notice of the ad hoc committee meeting was provided via email to affected city neighborhood council leadership on February 11, 2021.
- G. The docketing committee reviews comprehensive plan amendment applications at the threshold review stage for compliance with six specific criteria, codified at SMC 17G.020.026.
- H. The docketing committee met on February 17, 2021 at 11:30 a.m. in an online meeting via the WebEx software, and reviewed applications Z20-194COMP, Z20-195COMP, Z20-196COMP, Z20-206COMP, Z20-207COMP, Z20-208COMP, and Z20-209COMP (the "Applications").
- I. Staff provided an overview of the decision criteria for threshold review of a Comprehensive Plan amendment application as prescribed by SMC 17G.020.026, Threshold Review Decision Criteria.
- J. Written public comments received as of February 16, 2021 were forwarded to the committee.
- K. Applicants were given an opportunity to address the docketing committee regarding their respective applications.

### **CONCLUSIONS:**

Based upon the application materials, staff, applicant testimony, and public comments received, the docketing committee concludes that five of the six proposed amendments to the Comprehensive Plan satisfy the threshold review criteria, as detailed in SMC 17G.020.026, and recommend to the City Council that five proposals should be included in the Annual Comprehensive Plan Amendment Work Program for 2021, subject to the following.

1. The docketing committee finds, regarding applications Z20-194COMP (120 N Magnolia), Z20-195COMP (6211 S Meadow Lane), Z20-206COMP (155 E Cleveland), Z20-207COMP (1015 W Montgomery), Z20-208COMP (1022 & 1028 W Sinto), and Z20-209COMP (1025 W Spofford):
  - a) The proposed amendments present matters appropriately addressed through the comprehensive plan.
  - b) The proposed amendments do not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process.



- c) The proposed amendments can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
  - d) When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics.
  - e) The proposed amendments are generally consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendments are also consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code.
  - f) The proposed amendments are not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program.
  - g) State law does not require, nor has a decision of a court or administrative agency directed, such changes.
2. With respect to application Z20-196COMP (Freya and Palouse Highway), the docketing committee made no recommendation.
  3. With respect to application Z20-208COMP (1022 & 1028 W Sinto), the docketing committee recommends that the application be modified to include the following additional nearby parcels:
 

35182.2401	35182.2404
35182.2402	35182.2407
35182.2403	35182.2409
  4. The docketing committee finds, regarding application Z20-195COMP (6211 S Meadow Lane), that the proposal would likely require more time and resources than is currently available in the annual Comprehensive Plan Amendment process and recommends that the request for a new center, as well as the center type, location, boundaries, size, and mix of land uses in a proposed center should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including other nearby businesses and property owners, and the affected neighborhood(s). This consideration would need to be conducted by a process that is separate from the other applications considered as time and resources permit.

#### **RECOMMENDATION:**

Based on the foregoing findings and conclusions, the docketing committee voted to recommend the following:



- Application **Z20-194COMP (120 N Magnolia)** is recommended to be included in the work program (M: Mr. Francis, S: CM Stratton, 6:0 vote).
- Application **Z20-195COMP (6211 S Meadow Lane)** is recommended to be separated from the annual amendment process and considered as a Sub-Area Planning process, one which may include expanded areas as Council and the Planning Department considers appropriate (M: Mr. Francis, S: Mr. Sanderson, 6:0 vote).
- Application **Z20-206COMP (155 E Cleveland)** is recommended to be included in the work program (M: CM Stratton, S: Mr. Francis, 6:0 vote).
- Application **Z20-207COMP (1015 W Montgomery)** is recommended to be included in the work program (M: Mr. Francis, S: CM Kinneer, 6:0 vote).
- Application **Z20-208COMP (1022 & 1028 W Sinto)** is recommended to be included in the work program, with the recommended expansion of the project area (M: Mr. Francis, S: Mr. Baker, 6:0 vote).
- Application **Z20-209COMP (1025 Spofford Avenue)** is recommended to be included in the work program (M: Mr. Francis, S: CM Stratton, 6:0 vote).

Candace Mumm

Councilmember Candace Mumm, Chair

2 / 26 / 21

Date



**From:** [Colleen Gardner](#)  
**To:** [Freibott, Kevin](#)  
**Subject:** Re: Docketing Committee Meeting - 2021 Comprehensive Plan Amendments  
**Date:** Thursday, February 11, 2021 2:49:28 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Regarding the change requested at 120 N Magnolia, The developer needs to be able to make the best use of the site that enhances and adds to quality of life for current residents in that area.

A mixed use building will be a great asset to that area and surrounding community as well as Spokane as a whole.

As chair of the neighborhood that is directly adjacent, I feel this will help not only the surrounding area but also lend itself to potential development in the adjacent Neighborhoods.

There is nothing to be gained by leaving it as is ,leaving current zoning in place is more of a deterrent to future development and investments for the community. Given the time and expense the City and businesses have invested in the Sprague corridor this change only makes sense in the continued effort to improve this area.

These comments are being given as an individual not as an endorsement on behalf of the adjacent Neighborhood.

Colleen Gardner  
Co-chair Chief Garry Park



**From:** [Terese Palaia](#)  
**To:** [Freibott, Kevin](#)  
**Subject:** Z20 195 comp  
**Date:** Friday, February 12, 2021 2:07:50 PM

---

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Kevin,

I am writing to suggest that the proposed zone change for 6211 S Meadow Lane should not be entertained.

It is well and good to suggest that the proposed change is in keeping with the ideals of high density in urban areas to avoid sprawl

but it is downright disingenuous to suggest that creating more housing and a commercial area at the base of the Hatch hill isn't going to further

complicate the already severe and growing safety issues on SR195. There are already several proposed developments in the works

that represent several thousand more daily trips on SR195 between Hatch Rd and Interstate 90. We need to address the infrastructure

first before we add more development.

That's my piece. Thanks for listening.

Terese Palaia  
25 E Stutler Rd  
Spokane WA 99224



**From:** [Jean Wells](#)  
**To:** [Kinnear, Lori](#); [Wilkerson, Betsy](#); [Freibott, Kevin](#)  
**Cc:** [Jean Wells](#)  
**Subject:** Proposed Revised Development: Applicant/Whipple Consulting Engineers; Owner/Diamond Rock Construction & 920 Evergreen LLC  
**Date:** Tuesday, February 16, 2021 4:08:34 PM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Proposed Amendment submitted to Kevin Freibott w/City of Spokane, Planning Services, dated October 23, 2020

Developer/owner is Dennis Crapo:

Assessor's Parcel No. 34032.0607 address 5216 S Palouse Hwy; 34032.0401 address 5335 S Freya St; and 34032.0432 unassigned address

Revised Proposal: Comprehensive Plan Amendment and Rezone from "Resident Single-Family (RSF) Residential 4-10 **to Residential Multifamily (RMF Residential 15-30**

My property is adjacent to the proposed revised development: Parcel No. 34032.0601 address 5224 S Palouse Hwy (aka and mailing address 5304 S Freya St.)

**Question:** Will the RMF 15-30 development be Market Rate or Subsidized?

**Concerns:**

- 1) Traffic has increased to the point that Palouse Highway and Freya St have become hazardous for pedestrians and motorists. This development will create more congestion.
- 2) Speed limit should be reduced, which is currently 35 mph on Palouse Hwy
- 3) Entering and exiting my property at 5224 S Palouse Hwy (aka/mailing address 5304 S Freya). Currently, entering and existing my property is a problem. Please ask the developer to address how his development will impact my ability to safely enter and exit my property on Palouse Hwy.
- 4) Parking for tenants (Palouse Hwy is not a safe option)
- 5) Will water drainage be handled adequately to reduce or maintain underground water flow, similarly to drainage system at parcel 34031.0459 address 3715 E 55th Ave. It looks like a moat (deep ditch to contain standing water, stormwater drainage system).

Drainage ditches need to be improved and developers have to be accountable to the problems they create for those of us who need the drainage ditches open and built past existing property owners. New development, in this area, has created excessive surface



water.

Thank you,  
Gloria Jean Wells



**Agenda Sheet for City Council Meeting of:**

04/12/2021

**Date Rec'd**

3/31/2021

**Clerk's File #**

RES 2021-0029

**Renews #****Submitting Dept**

PLANNING &amp; ECONOMIC

**Cross Ref #**

RES 2021-0023

**Contact Name/Phone**

LOUIS MEULER 6096

**Project #****Contact E-Mail**

LMEULER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0650 2021 PLAN COMMISSION WORK PROGRAM

**Agenda Wording**

Pursuant to SMC 4.12.080, "In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues

**Summary (Background)**

Annual adoption of the Plan Commission Work Program

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**

3/8/21 Urban

**Division Director**

BECKER, KRIS

**Council Sponsor**

Lori Kinnear

**Finance**

DUFFEY, ANDREW

**Distribution List****Legal**

RICHPAN, JAMES

lmeuler@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jchurchill@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

tblack@spokanecity.org

jrichman@spokanecity.org





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

**Agenda Wording**

for commission consideration." After a joint meeting between the Plan Commission and City Council in late 2020, on planning and policy issues, and after further consideration the Plan Commission is forwarding their recommended work program for City Council consideration. The Plan Commission desires that the Council prioritize the work program items to best help facilitate scheduling of projects as resources are available.

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**




## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	2021 Plan Commission Work Program
<b>Date:</b>	3/8/2021 Urban Development Committee meeting
<b>Contact (email &amp; phone):</b>	Louis Meuler, <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096
<b>City Council Sponsor:</b>	Councilwoman and Plan Commission Liaison Lori Kinnear
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Development
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan
<b>Strategic Initiative:</b>	Urban Development / City Planning
<b>Deadline:</b>	ASAP
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of the 2021 Plan Commission Work Program by Council
<b>Background/History:</b> Annual adoption of the Plan Commission Work Program	
<b>Executive Summary:</b> <p>Pursuant to SMC 4.12.080, “In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues for commission consideration.”</p> <p>After a joint meeting between the Plan Commission and City Council in late 2020, on planning and policy issues, and after further consideration the Plan Commission is forwarding their recommended work program for City Council consideration. The Plan Commission desires that the Council prioritize the work program items to best help facilitate scheduling of projects as resources are available.</p>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	



## RESOLUTION NO. 2021-0029

A resolution approving the Plan Commission's 2021 Work Program.

**WHEREAS**, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

**WHEREAS**, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

**WHEREAS**, the City Council and the Plan Commission met on January 28, 2021 to review and discuss the proposed Plan Commission 2021 Work Program; and

**WHEREAS**, the Plan Commission voted to recommend approval of the attached Plan Commission 2021 Work Program at their meeting held on March 10<sup>th</sup>, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Plan Commission's 2021 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2021.

**BE IT ALSO RESOLVED** that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Plan Commission, the Planning Director and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

**BE IT FURTHER RESOLVED** that the Council and the Plan Commission commit to review the 2021 Work Program periodically to determine if further revisions to the Work Program are necessary.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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



### Plan Commission 2021 Work Plan

Project Name	Start/Status	Plan Commission Review	Project Completion
2020 Development Code (UDC) Maintenance	In Progress	Q1-2021	Q2-2021
Downtown Plan Update	In Progress	Q1-2021	Q2-2021
* Downtown Plan & North Bank Implementation as needed: Codes and Guidelines	Q3-2021	Q4-2021	Q1-2022
Housing Action Plan	In Progress	Q1-2021	Q2-2021
* Housing Action Plan Implementation - Missing Middle Housing	TBD	TBD	TBD
Accessory Dwelling Unit - (ADU) Code Update	Q2-2021	Q3-2021	Q4-2021
Review and Potentially Implement Items that did not move forward from Phase I Infill Housing Project	TBD	TBD	TBD
Design Guidelines – Shoreline, Public Projects, PUD, Skywalk, etc.	In Progress	Q2-2021	Q3-2021
Capital Facilities Chapter Update - Water	In Progress	TBD	TBD
Capital Facilities Chapter Update - Sewer	TBD	TBD	TBD
Highway 2 - West Plains Transportation Study - WSDOT Lead	In Progress	TBD	TBD
U.S. 195 / I-90 Transportation Study - SRTC Lead	In Progress	Q3-2021	Q4-2021
Division Street Study - Finish Phase 1 - Start Phase 2 - SRTC Lead	In Progress	Q3-2021	Q4-2021
"City Line" TOD Overlay Plan Implementation	In Progress	Q3-2021	Q4-2021
Transit Oriented Development Centers and Corridors Planning - I.E. Monroe / 9th and Perry	Q2-2021	Q3-2021	Q4-2021
2021 Unified Development Code Clean-up	Q2-2021	Q3-2021	Q4-2021
Short Term Rental Housing Ordinance Update	TBD	TBD	TBD
North Town - Center Planning	TBD	TBD	TBD

### 2021 Mandated / Annual Projects

6-Year Transportation Program Update	In Progress	Q2-2021	Q2-2021
6-Year City-Wide Capital Program Update	Q2-2021	Q3-2021	Q4-2021
2020 / 2021 Comp Plan Amendments - 7 Applications	In Progress	Q2/Q3 - 2021	Q4-2021
Shoreline Master Plan Update	In Progress	Q1-2021	Q2-2021
Flood Plain Regulation Update	Q2-2021	Q3-2021	Q4-2021

Notes:

Remaining Neighborhood Plans - Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman

Spokane County Urban Growth Area Mandatory Review - 2025

WA State Periodic Comprehensive Plan Update - June, 2026

Next WA State Shoreline Program Update - June, 2030



A YEAR IN REVIEW

CITY OF SPOKANE

# 2020 Plan Commission





# Contents



- Purpose of the Plan Commission ..... 3
- Commission Members .....4
- Workshop and Hearing Description..... 5
- Workshop and Hearing Overviews .....6-12





# Purpose of the Plan Commission

Plan Commission provides advice and makes recommendations on broad planning goals, policies, and other matters as requested by the City Council.

The Plan Commission provides opportunities for public participation in City planning by providing, through its own membership, an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.

In addition to and in specification of the general charge in Charter Section

128, the commission has authority over and responsibility for the following functions:

**Comprehensive Planning:** To propose the adoption, coordination, amendment and implementation, from time to time, of the elements of the Comprehensive Plan.

**Zoning:** To interpret and recommend amendments to the Spokane Municipal Code to determine specified zoning issues not entrusted to the Hearing Examiner, such as area-wide re-zones.

**Annexation:** To make recommendations to City Council on petitions for annexation of land to the City.

**Meeting date, time and location:** The Plan Commission meets the 2nd and 4th Wednesday of each month at 2 p.m.

Authorized through  
Charter Section 128, in  
1910 and SMC 04.12



A quorum is a majority of the current members of the Plan Commission but can't be less than five members.

TODD  
BEYREUTHER

**President**  
**01/01/19 - 12/31/22**

GREG  
FRANCIS

**Vice President**  
**01/01/18 - 12/31/21**

MICHAEL  
BAKER

**Commissioner**  
**01/01/14 - 12/31/20**

JOHN  
DIETZMAN

**Commissioner**  
**01/01/14 - 12/31/20**

DIANA  
PAINTER

**Commissioner**  
**01/01/18 - 02/10/21**

SYLVIA  
ST. CLAIR

**Commissioner**  
**07/17/17 - 12/31/21**

CAROLE  
SHOOK

**Commissioner**  
**07/17/17-12/31/21**

## NEW MEMBERS IN 2020

Three new members were added to the Plan Commission on June 8th, 2020.

THOMAS  
SANDERSON

**Commissioner**  
**06/08/20 - 12/31/23**

CLIFFORD  
WINGER

**Commissioner**  
**06/08/20 - 12/31/23**

JO ANNE  
WRIGHT

**Commissioner**  
**06/08/20 - 12/31/23**

## LIAISON MEMBERS

CANDACE  
MUMM

**City Council  
Liaison**

MARY  
WINKES

## Community Assembly Liaison





# Plan Commission Workshops and Hearings

Workshops are working sessions of the Plan Commission held to discuss items in preparation for public hearings. City staff facilitates the dialogue, provides information, composes working drafts and answers questions. No public testimony is taken during workshops, however persons may be invited to speak by the President when appropriate, as long as all known parties have been notified and included.

Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:

Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan.

Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.

Read the full Plan Commission Findings and Recommendations [HERE](#) on the City of Spokane Plan Commission webpage





# Plan Commission Workshop & Hearing Overview

## January - March

The year 2020 began with a set of unique challenges stemming from the Covid-19 Pandemic. In March, Governor Inslee's Stay Home, Stay Safe order prohibited in-person meetings making traditional Plan Commission meetings impossible. Adeptly adapting to changing circumstances, the City of Spokane moved the meeting to an online platform. However, from March to May, meetings were limited to urgent and time sensitive hearing Items.

### Hearings:

#### Street Name Change Package

A hearing to consider multiple proposed street name changes.

- By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed roadway name changes, subject to the following condition: "...that the City delay implementation of these changes for a time until ways of assisting the affected residents who have limited resources and abilities can be explored."

### Workshops:

#### Renaming of East Central Community Center

A process to consider new names for the Center was launched and the City of Spokane created a list of possible names for consideration. The options recognize individuals who have made significant contributions to the City of Spokane, as well as names that have geographic or historical significance. The Martin Luther King, Jr. Family Outreach Center is the chosen name.

#### Update to Downtown Plan

A presentation of the updated Downtown Plan was discussed during the Plan Commission workshop. The Downtown Plan is expected to result in a series of recommended actions and guide new improvements for the next ten years.

#### Receivership Code Amendment

Changes needed to SMC sections 17F.070.470 and 17F.070.490 in order to allow receivership as an alternative to demolition of abandoned properties.

#### SRTC Division Street Study & US195 / I-90 Study

SRTC and partners seek creative strategies to mitigate congestion, improve traffic safety, and support land use and economic development goals all while preserving the ability of the corridors to facilitate regional throughout.

#### Design Guidelines Creation for Public Projects, PUD, Sky Buildings

This project entails crafting new design guidelines for Public Projects and Structures, Skywalks over Public Rights-of-Way, and City-Wide Guidelines. Also to evaluate the worth of continuing with design review of Planned Unit Developments (PUDs). If there is significant value in continuing design review for PUDs then the City will need Design Guidelines for this project type.

#### 6 Year Street Program Update

In order to comply with the provisions of the Growth Management Act and RCW 35.77.010, and for the City of Spokane to qualify for grant and low interest loan funds, it is required that the City maintain a 6-Year Capital Improvement plan for its capital street program.

#### South University District Subarea Plan

Planning Services staff and Project Team have developed a draft South University District Subarea Plan to guide future development in a 214-acre area just east of the Downtown core. Based on the framework provided by the subarea plan's goals and policies, a proposed Comprehensive Plan Amendment and corresponding map changes would focus higher-density commercial development and more detailed design requirements along the Sprague Avenue and Sherman Street corridors.



# Plan Commission Workshop & Hearing Overview

April - June

## Hearings:

### 6 Year Street Program Consistency Review

These capital plans provide a blueprint for improving the City's sewer, water, and transportation infrastructure in a rational, coordinated, cost-effective manner.

- By a vote of 7 to 0, the Plan Commission recommended the approval of these amended documents by the City Council.

## Workshops:

### Northbank Subarea Plan

The City will be conducting a planning process for the North Bank this year, which will focus on the vision and strategies to guide new development and ensure a vibrant North Bank.

### Proposed Cannon Streetcar Historic District

Historic designation is one method of ensuring that changes to your neighborhood occur thoughtfully, preserving the fabric that people love—homes with history, vital dwellings that preserve the past, while acknowledging modern lifestyles. Historic district designation can preserve the essential features of a neighborhood, while permitting contemporary improvements and additions that contribute to the historic character of the area.

### 6 Year City Wide Capital Program Consistency Review

The Six Year Comprehensive Programs are annually updated and presented to the City Plan Commission for recommendation and to the City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Capital Programs Section performs strategic infrastructure planning, conducts special studies and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops and administers grants, loans and other revenue sources for the City's capital projects.

### Comprehensive Plan Amendments

The City of Spokane accepts applications to amend the text or maps in the Comprehensive Plan between September 1 and October 31 of each year, per SMC 17G.020. All complete applications received will be reviewed by a city council subcommittee and those placed on the Annual Comprehensive Plan Amendment Work Program for the City of Spokane will begin full review early in the calendar year. Anyone may make a proposal to amend the City's Comprehensive Plan. There were nine proposed Amendments this year: Z19-499COMP, Z19-501COMP, Z19-502COMP, Z19-503COMP, Z19-504COMP, Z19-505COMP, Z20-019COMP, Z20042COMP, Z20-045COMP

### Grand Blvd. Transportation & Land Use Study

Grand Boulevard is a key north-south arterial for the City of Spokane through the South Hill neighborhoods. The Grand Blvd. corridor study was commissioned to understand existing issues for pedestrians, bicyclists, and vehicles, develop potential streetscape improvements, and identify economic opportunities and zoning needs.



Property in proposed Cannon Streetcar Historic District



# Plan Commission Workshop & Hearing Overview

July- September

## Hearings:

### South University District Subarea Plan

Provides a vision for future development of a 214-acre area just east of the downtown core. The subarea plan includes a vision statement, goals, and policies to guide future development in the South University District, and proposes specific zone changes in a 90-acre area focused on the frontages of E. Sprague Avenue and S. Sherman Street.

- By a vote of 9 to 1, Plan Commission recommended that City Council recognize the subarea plan and approve the map amendments.

### Grand Boulevard Transportation & Land Use Study

Is a record of the neighborhood's ongoing desire and effort to continue building vibrant, healthy, active, safe, and connected neighborhoods for all residents.

- By a vote of 9 to 0 the Spokane City Council APPROVE the Resolution recognizing the Study.

### North Foothills CC3 Overlay Zone Expansion

Applying a CC-3 overlay allowed a unified development approach. Properties to the

southwest of the CC-1 center already had a planning overlay zone which allowed property in a different zoning category, such as Light Industrial, to use the standards of the CC-1 zone for development. Expanding the CC-3 overlay to the north and to a portion northeast of the existing CC-1 zoning allowed both proposed projects the option to develop to the CC-1 Standards.

### Comprehensive Plan Amendments

The City of Spokane accepts applications to amend the text or maps in the Comp. Plan between 9- 1 and 10- 31 of each year. Those applications placed on the Annual Comprehensive Plan Amendment Work Program will begin full review early in the year. Anyone may make a proposal to amend the City's Comprehensive Plan.

- Z19-4 99COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-501COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council DENY the requested amendment
- Z19-502COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the proposed amendment for parcels 35273.0305 and 35273.0306 to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the

City's Zoning Map, and by a vote of 9 to 0, recommends City Council DENY the requested amendment for parcels 35273.0219 and 35273.0220 to the Land Use Plan Map

- Z19-503COMP- by a vote of 8 to 1, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-504COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-505COMP - by a vote of 7 to 0 and 1 abstention, the Spokane Plan Commission recommends City Council DENY the requested amendment
- Z20-019COMP- by a vote of 8 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z20-042COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z20-045COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment



# Plan Commission ..... Workshop & Hearing Overview

July- September

## Workshops:

### Street Engineering Design Standards Chapters and SMC Updates

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update will include the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the integration of utilities that share right-of-way space.

### Housing Action Plan

The City of Spokane is creating the Housing Action Plan to help increase housing options that are affordable and accessible for people and families of all incomes. The plan will provide a strategic approach to address current and future housing needs of the Spokane community. It will provide a coordinated vision that supports more people being able to find a home that meets their needs with access to opportunities, services and amenities.

### North Foothills CC3 Overlay Zone Expansion

The City received requests from two groups - Catholic Charities Eastern Washington and Spokane Public Schools to consider expanding the CC-3 Overlay Zone. Property located in a CC-3 Overlay Zone may "opt-in" and use the CC-1 or CC-2 standards (see Spokane Municipal Code 17C.122.020 for a list of allowed uses and development standards). Both applicant groups were aiming to aggregate properties in a mix of zoning categories: primarily a mix of CC-1-EC and LI (Light Industrial), making site design and use considerations problematic. Applying a CC-3 overlay allowed a unified development approach. Properties to the southwest of the CC-1 center already had a planning overlay zone which allowed property in a different zoning category, such as Light Industrial, to use the standards of the CC-1 zone for development. Expanding the CC-3 overlay to the north and to a portion northeast of the existing CC-1 zoning allowed both proposed projects the option to develop to the CC-1 Standards.



Affordable Housing at Jayne Auld Manor



# Plan Commission Workshop & Hearing Overview

October - December

## Hearings:

### Street Engineering Design Standards Chapter 3 and SMC Updates

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update will include the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the integration of utilities that share right-of-way space.

- By a vote of 8 to 0, the Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions, Findings of Fact, Conclusions, and Recommendation Engineering Design Standards Chapter 3 and SMCs p. 3 are in conformance with the City of Spokane's Comprehensive Plan as required by RCW 36.70A and are recommended for adoption by the Spokane City Council.

### 6 Year City Wide Capital Program

The Six Year Comprehensive Programs are annually updated and presented to the City Plan

Commission for recommendation and to the City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Capital Programs Section performs strategic infrastructure planning, conducts special studies and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops and administers grants, loans and other revenue sources for the City's capital projects.

- By a vote of 8 to 0, the Spokane City Plan Commission is certifying that the 2021-2026 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

### Renaming Fort George Wright Drive

An application was submitted by the Councilmembers Karen Stratton and Betsy Wilkerson for a Street Name Change for the renaming of Ft. George Wright Drive, between Government Way and TJ Meenach Bridge, to be renamed "Whistalks Way."

- By a vote of 10 to 0, the Plan Commission recommends to the City Council the approval of the proposed street name changes, to

include historical signage on the former name, the new name, and why the name was changed.

### Receivership Code Text Amendment SMC 17F

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane.

However, this process could have a greater impact with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process.

- By a vote of 8 to 0, the Plan Commission recommends approval of the proposed amendments to the Spokane Municipal Code as they relate to the Existing Building and Conservation Code.



Newly Renamed Whistalks Way



# Plan Commission Workshop & Hearing Overview

October - December

## Hearings Continued:

### Remanded Z19-502COMP - 29th & Ray - Comprehensive Plan Amendment

At its hearing on the annual comprehensive plan amendment proposals, the City Council remanded application Z19-502COMP to the Plan Commission for further consideration. Specifically, the City Council requested input from the Plan Commission and neighborhood council whether to modify the proposal to change the Land Use Plan Map Designation to Residential 15-30 on the parcels east of Ray Street, instead of the Office designation requested by the applicant.

○ By a vote of 7 to 1 with one abstention on the final motion, the Plan Commission recommends Residential 10-20 for the two subject parcels, was made according to the following findings by the Plan Commission:

- The residential two-family zoning category is more restrictive than a multi-family zoning category, while still providing for greater density to serve the nearby Lincoln Heights District Center.

- Residential uses were envisioned by the City Council remand, and the public has had sufficient opportunity to provide input and comment on a residential use in this location.

- Residential Two-Family (RTF) zoning would not allow a conditional use permit for Office use on these parcels, as would be possible under Residential Multi-Family zoning category.

- Existing Land Use Plan Map Designations and Zoning designations around the Lincoln Heights District Center already provide for transitional land uses described in LU 3.2, Centers and Corridors.

- In consideration of decision criteria outlined in Spokane Municipal Code 17G.020.030, the Plan Commission finds the following:

- The modified proposal recommended by Plan Commission meets the decision criteria outlined in 17G.020.030.A through J, including meeting the requirements of GMA and the Comprehensive Plan; without limiting the generality of the foregoing, the modified proposal is consistent with the City's Comprehensive Plan and regional plans and population forecasts.

- A Land Use Plan Map designation of "Residential 10-20" and a zoning designation of "Residential Two-Family" would better

meet the decision criteria outlined by Spokane Municipal Code 17G.020.030, especially as it relates to the location criteria in the Comprehensive Plan (criterion K.2.a), and would better implement the Comprehensive Plan (criterion K.2.c).

- The site may not be entirely suitable for development of a single-family home due to access, traffic, and parking impacts related to the adjacent intersection (criterion K.2.b).



29th and Ray



# Plan Commission Workshop & Hearing Overview

October - December

## Workshops:

### Receivership Code Text Amendment SMC 17F

In a workshop, the Building Official process was discussed and City staff explained how this process could have a greater impact with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process.

### Code Maintenance, Spokane Municipal Code - various sections

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by City Planning and Developer Services staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

This is the first overall maintenance effort undertaken and adopted since 2015. Several chapters of the SMC will be included. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy

7.2 calls out a continuing review process; the continuing need for periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff for relying on code citations and the enforcement of same.

The first Phase of this Proposal was presented to Plan Commission and concerns minor changes which include redundant phrasing or inaccurate word choice without changing meaning or substance.

### Housing Action Plan Update

The City of Spokane is preparing a Housing Action Plan to address current and future housing needs of the Spokane community. The Housing Action Plan will provide a strategic approach for the City to increase housing options that meet the needs of residents at all income levels. The planning process will follow a data-driven, community-informed approach with a focus on equity built on inclusive outreach and engagement with residents, partners, and City leaders. The outcome will be a coordinated vision that focuses attention, builds community support, and promotes accountability for enacting change.

The City hosted a series of roundtable discussion in September and October 2020 with community stakeholders to engage in deeper discussions and guide the development of key priorities around

development regulations, land use and housing policy, equity, and affordable housing and rental housing. The City worked with EcoNorthwest (a consultant) to complete a draft housing needs assessment that provides data which helps inform gaps and housing needs. Staff will also be publishing a community survey in November 2020 to gather experiences and issues related to housing from community members. This survey will be available in multiple languages, a first for a planning survey in Spokane.

### International Fire Code Update

Spokane Fire Marshal presented updates/amendments made to the International Fire Code and subsequent changes made to the Spokane Municipal Fire Code.



Single Family Residence Converted into a duplex