

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **September 27, 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 **146 539 6354** 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, September 27, 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, September 27, 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!**

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, SEPTEMBER 27, 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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS**RECOMMENDATION**

- | | | |
|--|------------------------|--|
| <p>1. Three-year Value Blanket with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis—\$750,000 (incl. tax). (Council Sponsor: Council Member Stratton)</p> <p style="color: red;">Loren Searl</p> | <p>Approve</p> | <p>OPR 2021-0628
BID 5467-21</p> |
| <p>2. Purchases from:</p> <ul style="list-style-type: none"> a. Bud Clary Ford Hyundai (Longview, WA) for an F550 4x4 Diesel for the Code Enforcement Department using Washington State Contract 05916—\$54,907.85 (incl. tax); and b. Freightliner Northwest (Spokane) for a Dump Body for an F550 4x4 Diesel for the Code Enforcement Department—\$36,862.65 (incl. tax). c. Bud Clary Ford Hyundai (Longview, WA) for an F250 4x4 Diesel for the Water Department using Washington State Contract 05916—\$45,970.27 (incl. tax), | <p>Approve
All</p> | <p>OPR 2021-0629</p> <p>OPR 2021-0630
RFB 4401-17</p> <p>OPR 2021-0632</p> |

- d. Freightliner Northwest (Spokane) for a Utility Body for an F250 4x4 Diesel for the Water Department—\$31,392 (incl. tax).
(Council Sponsor: Council Member Stratton)
Richard Giddings
3. Agreement Amendment A with Family Promise of Spokane to add Kaiser Permanente funds to support the families overflow hoteling project required to meet COVID-19 safety protocols—\$16,459.34. Total Contract Amount: \$96,459.34 (Council Sponsor: Council Member Stratton)
Margaret Hinson
4. Contract with The Guardians Foundation to operate the Cannon Street Shelter from October 1, 2021, through June 30, 2022—\$1,858,862. (This organization was chosen through a competitive selection process that occurred over the summer.) (Council Sponsor: Council Member Stratton)
Kirstin Davis
5. Multiple Family Housing Property Tax Exemption Conditional Agreement with Millennium Monroe, LLC (Spokane) for the construction of 78 housing units at Parcel Number 35073.1212, commonly known as 2002 N. Monroe Street. (Council Sponsors: Council Members Mumm and Stratton)
Teri Stripes
6. Accept Funding from U.S. Department of Transportation's Federal Motor Carrier Safety Administration FY2021 High-Priority-Commercial Motor Vehicle Grand Program—\$187,382 with 15% being City match (\$159,294-Grant / \$28,088-City). (Council Sponsor: Council Member Kinnear)
Eric Olsen
7. 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 \$_____.
- b. Payroll claims of previously approved obligations through_____, 2021: \$_____.
8. City Council Meeting Minutes: _____, 2021.

OPR 2021-0631
RFB 4401-17

Approve OPR 2021-0255

Approve OPR 2021-0633

Approve OPR 2021-0634

Approve OPR 2021-0635

Approve &
Authorize
Payments CPR 2021-0002

CPR 2021-0003

Approve
All CPR 2021-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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

COUNCIL COMMITTEE REPORTS

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

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 C36098**General Fund**

(1) Increase revenue by \$889,807.

(A) \$889,807 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.

(2) Increase expenditures by \$889,807.

(A) The increased expenditure appropriation will be spent solely for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021. Beginning September 1, 2021, the department shall report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.

(This action adds one Probation Officer II position in response to increased demand on the electronic monitoring program.) (Deferred from August 23, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)

Paul Ingiosi

ORD C36105**Management Information Services Fund**

(1) Decrease the appropriation for Project Employee by \$21,411.

(2) Add one Systems Administrator I position in the Innovation and Technology Services Department. This action increases the number of Systems Administrator Is from zero to one.

(A) Increase the appropriation for the Systems Administrator I position by \$21,411. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.

(3) There is no change to the appropriation level in the Management Information Services Fund.

(This action adds a Systems Administrator I to secure the digital assets of the City and reduce the risks associated with the stewardship of managing and protecting the city's data.) (Council Sponsor: Council Member Kinnear)

Michael Sloan

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0069

Of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto. (Deferred from September 13, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)

Mike Ormsby

RES 2021-0080 Setting the Assessment Roll Hearing before City Council for December 6, 2021, for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2022 assessments to business and property owners. (Council Sponsor: TBD)

Amanda Beck

RES 2021-0081 Setting the Assessment Roll Hearing before City Council for December 6, 2021, for the East Sprague Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2022 assessments to business and property owners. (Council Sponsor: TBD)

Amanda Beck

FIRST READING ORDINANCES

ORD C36106 Relating to permit fees for short plats amending Spokane Municipal Code (SMC) Sections 08.02.064 and 08.02.066; and declaring an emergency. (Council Sponsor: Council Member Kinnear)

Amanda Beck

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 27, 2021
(per Council Rule 2.1.2)

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, September 27, 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 September 27, 2021, Regular Legislative Session of the City Council is adjourned to October 4, 2021.

NOTES



Agenda Sheet for City Council Meeting of:
09/27/2021

Date Rec'd	9/15/2021
Clerk's File #	OPR 2021-0628
Renews #	
Cross Ref #	
Project #	
Bid #	5467-21
Requisition #	RN 180

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7851
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 MCGARD FIRE HYDRANT LOCKS & WRENCHES - VALUE BLANKET

Agenda Wording

Three-year value blanket with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis.

Summary (Background)

Bid #5467-21 was issued to 65 contacts via the electronic bidding portal on 8/11/21. Three bids were received by the closing deadline on 8/30/21. Award is recommended to McGard, LLC as the low responsive, responsible bidder. This value blanket will include renewal options not to exceed a total term of five years. Annual spend is estimated at \$750,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 750,000.00

Select \$

Select \$

Select \$

Budget Account

4100-42440-94350-56595-99999

#

#

#

Approvals

<u>Dept Head</u>	BURNS, STEVE
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	UEC 9/13/2021
<u>Council Sponsor</u>	CM STRATTON

Distribution List

sjohnson@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	McGard Fire Hydrant Locks & Operating Wrenches – Value Blanket
Date:	13 September 2021
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , 625-7851
City Council Sponsor:	Councilmember Karen Stratton
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket will support the department's construction and maintenance season by facilitating the competitive purchase of these products on an as-needed basis.
<p><u>Background/History:</u> <i>The Water Department determined after the Hillyard HydroSeed incident that a program must be implemented to provide security to the City's fire hydrants to limit access to our water system. This will also assist with our water conservation program and stop illegal use of our fire hydrants. This security program will entail installation of a lock on the operating nut of each individual fire hydrant. The locking system we have chosen has the added benefit of also requiring a specialized wrench for operation of the fire hydrant.</i></p> <p><i>Bid #5467-21 was issued to 65 contacts via the City's electronic bidding portal on August 11, 2021 for McGard Fire Hydrant Locks & Operating Wrenches – Value Blanket. Three bids were received by the closing deadline on August 30, 2021. Award is recommended to McGard, LLC (Orchard Park, NY) as the low responsive, responsible bidder.</i></p> <p><i>This value blanket will be valid for an initial three-year term with renewal options not to exceed a total term of five years. Annual spend is estimated at \$750,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Award recommended to McGard, LLC (Orchard Park, NY) as low responsive, responsible bidder Three-year value blanket with renewal options not to exceed a total term of five years Annual spend estimated at \$750,000.00 including tax 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Water Warehouse Inventory Budget</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
 Spokane, Washington 99207
 PHONE: 509.625.7800

BID TABULATION

Bid Number	5467-21		
Description	McGard Fire Hydrant Locks & Operating Wrenches - Value Blanket		
	Consolidated Supply Co.	Core & Main	McGard, LLC
McGard Hydrant Lock Assembly - Engraved Left Open, Qty. 1250	\$ 469,512.50	\$ 568,750.00	\$ 258,875.00
McGard Hydrant Lock Assembly - Engraved Right Open, Qty. 1250	\$ 469,512.50	\$ 568,750.00	\$ 258,875.00
McGard Hydrant Wrench, Qty. 125	\$ 16,990.00	\$ 18,750.00	\$ 10,312.50
McGard Hydrant Lock Assembly Key, Qty. 1	\$ 53.36	\$ 38.00	\$ 26.75
Subtotal	\$ 956,068.36	\$ 1,156,288.00	\$ 528,089.25
Sales Tax (9%)	\$ 86,046.15	\$ 104,065.92	\$ 47,528.03
Bid Total	\$ 1,042,114.51	\$ 1,260,353.92	\$ 575,617.28

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
 CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

OPR 2021-0629

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

RICHARD GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19936

Agenda Item Name

5100-PURCHASE OF F550 DIESEL

Agenda Wording

The Code Enforcement Department would like to purchase an F550 4x4 Diesel using WA State Contract 05916 from Bud Clary Ford Hyundai in Longview, WA. The total purchase price is \$54,907.85, including tax. The F550 will have a dump body installed.

Summary (Background)

We are purchasing this vehicle as a diesel in anticipation that renewable diesel will be available in the near future. The F550 4x4 Diesel will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of an F550 4x4 Diesel for the Code Enforcement Department. Funding for this is included in the Code Enforcement Department budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 54,907.85

1200-58200-94000-56404-99999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

9/13/2021

Division Director

WALLACE, TONYA

Council Sponsor

Karen Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****DSC, CODE
ENFORCEMENT &
PARKING SERVICES**

BECKER, KRIS

Briefing Paper

Urban Design/Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of F550 Diesel
Date:	September 13, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Design/Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Code Enforcement Department would like to purchase an F550 4x4 Diesel using WA State Contract 05916 from Bud Clary Ford Hyundai in Longview, WA. The total purchase price is \$54,907.85, including tax. The F550 will have a dump body put on. We are purchasing this vehicle as a diesel in anticipation that renewable diesel will be available in the near future.

Executive Summary:

Impact

- The F550 4x4 Diesel will replace a unit that has reached the end of its economic life.

Action

- We recommend approval for the purchase of an F550 4x4 Diesel for the Code Enforcement Department.

Funding

- Funding for this is included in the Code Enforcement Department budget.

TCO

Year	Make	Model	Spec (Plus Upfit)	Purchase	Residual Value	Maint Cost	MPG (MPGe)	Fuel Cost	TCO/Lifetime	Mileage	TCO/Mile
2022	Ford	F550	XCab/Chassis Diesel 4x4	\$48,652	\$9,730	\$54,600	12	\$35,000	\$128,522	120,000	\$1.07
2022	Chevy	Silverado 5500	XCab/Chassis Diesel 4x4	\$49,400	\$9,880	\$54,600	12	\$35,000	\$129,120	120,000	\$1.08

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:

Contract Automobile Request System (CARS)



Create Vehicle Quote

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles [View Contract](#)

Dealer: Bud Clary Ford Hyundai (formerly Columbia Ford) - W403
700 7th Avenue / PO Box 127
Longview WA 98632

Dealer Contact: Marie Tellinghiusen

Dealer Phone: (360) 423-4321 Ext: 7187

Dealer Email: ford.orders@budclary.com

Order Code	Vehicle Description	Base Price
2022-0914-0001	2022 Ford F550 4WD Cab and Chassis View contract standard specifications	\$37,644.00

Organization Information

Organization: SPOKANE, CITY OF - 23210

[My org is not listed](#)

Email Address: mmartinez@spokanecity.org

Final Vehicle Location: SPOKANE CITY

Internal Notes:

Code Enforcement

Color Options

Color Name	Qty	
Oxford White (Z1)	1	Edit
-- Select vehicle color --		Add Color

Tax Exempt: ☐ Yes

Vehicle Options

Order Code	Option Description	Unit Price
<input checked="" type="checkbox"/> 2022-0914-0002	INFORMATION ONLY: Bud Clary Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	\$0.00
<input checked="" type="checkbox"/> 2022-0914-0003	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	\$0.00
<input checked="" type="checkbox"/> 2022-0914-0004	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	\$0.00
<input checked="" type="checkbox"/> 2022-0914-0010	2022 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR, 7.3L 2V DECVT NA V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70R19.5G BSW A/P Tires (Set/6), 4.88 RAR (F5H/660A/145WB/99N/44G/TGJ/X48) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	\$0.00
<input checked="" type="checkbox"/> 2022-0914-0011	Alternative Wheelbase, Regular Cab, 169WB, 84CA, 18,000# GVWR (F5H/169WB)	\$162.00
<input type="checkbox"/> 2022-0914-0012	Alternative Wheelbase, Regular Cab, 193WB, 108CA, 18,000# GVWR (F5H/193WB)	\$322.00
<input type="checkbox"/> 2022-0914-0013	Alternative Wheelbase, Regular Cab, 205WB, 120CA, 18,000# GVWR (F5H/205WB)	\$488.00

<input type="checkbox"/>	2022-0914-0014 Alternative Wheelbase, Extended Cab, 168WB, 60CA, 18,000# GVWR (X5H/168WB)	\$2,734.00
<input type="checkbox"/>	2022-0914-0015 Alternative Wheelbase, Extended Cab, 192WB, 84CA, 18,000# GVWR (X5H/192WB)	\$2,901.00
<input type="checkbox"/>	2022-0914-0016 Alternative Wheelbase, Crew Cab, 179WB, 60CA, 18,000# GVWR (W5H/179WB)	\$3,552.00
<input type="checkbox"/>	2022-0914-0017 Alternative Wheelbase, Crew Cab, 203WB, 84CA, 18,000# GVWR (W5H/203WB)	\$3,723.00
<input type="checkbox"/>	2022-0914-0018 GVWR Increase (19,000# GVWR, 4.88 RAR with Limited Slip)(Only available with Gas Engine and 145WB)(68U/X8L)	\$1,123.00
<input type="checkbox"/>	2022-0914-0019 GVWR Maximum (19,500# GVWR, 4.88 RAR with Limited Slip) (Only available with Gas Engine) (Not available with 145WB Gas Engine) (68M/X8L)	\$1,448.00
<input checked="" type="checkbox"/>	2022-0914-0020 GVWR Maximum (19,500# GVWR, 4.88 RAR with Limited Slip, High-Capacity Trailer Tow Package) (Increases GCW from 31,000 Lbs to 40,000 Lbs) (Only available with Diesel Engine)(68M/X8L/535)	\$2,001.00
<input checked="" type="checkbox"/>	2022-0914-0021 Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes 4.10 RAR, Dual 750CCA Batteries, 220-AMP Alternator, Intelligent Oil Life Monitor) (18,000# GVWR) (99T/44G/62R/X41)	\$8,910.00
<input type="checkbox"/>	2022-0914-0022 CNG/Propane Gaseous Engine Prep Package (Not available w/ diesel engine) (98G)	\$300.00
<input type="checkbox"/>	2022-0914-0023 Programmable Engine Idle Shutdown -- 5 minutes (Diesel Only)(86A)	\$240.00
<input type="checkbox"/>	2022-0914-0024 Programmable Engine Idle Shutdown -- 10 minutes (Diesel Only)(86B)	\$240.00
<input type="checkbox"/>	2022-0914-0025 Programmable Engine Idle Shutdown -- 15 minutes (Diesel Only)(86C)	\$240.00
<input type="checkbox"/>	2022-0914-0026 Programmable Engine Idle Shutdown -- 20 minutes (Diesel Only)(86D)	\$240.00
<input type="checkbox"/>	2022-0914-0027 Dual Alternators (Total 397 Amps) (Only available with Diesel Engine) (67B)	\$110.00
<input type="checkbox"/>	2022-0914-0028 Dual Batteries, 78AH (included w/ diesel engine) (86M)	\$200.00
<input checked="" type="checkbox"/>	2022-0914-0029 Upfitter Interface Module (Includes an .exe program to modify and input your code for programming upfit equipment, downloadable software to configure the UIM, 10 configurable inputs, various CAN signals, 3ft wires w/ UIM connectors) (18A)	\$283.00
<input type="checkbox"/>	2022-0914-0030 Utility Lighting System (LED Side Mirror Spotlights) (Must also order Power Equipment Group #90L/54K) (63A)	\$154.00
<input checked="" type="checkbox"/>	2022-0914-0031 110V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (If ordering w/ 6.7L Diesel Engine, includes 332-Amp Dual Alternators #67A) (43C/67A)	\$167.00
<input type="checkbox"/>	2022-0914-0032 110V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (If ordering w/ 7.3L V8 Gas Engine, includes 397-Amp Dual Alternators #67B and Dual Batteries #86M) (43C/67B/86M)	\$277.00
<input type="checkbox"/>	2022-0914-0033 Rear Window Defrost (Includes Privacy Glass #924) (Must also order Power Equipment Group #90L) (43B/924)	\$87.00
<input type="checkbox"/>	2022-0914-0034 Power Sliding Rear Window w/ Defrost and Privacy Glass (also includes driver/passenger sun visors w/ illuminated vanity covered mirrors) (Not available w/ Regular Cab) (if ordering base XL Trim Level, must also order Power Equipment Group #90L) (435/924)	\$415.00
<input type="checkbox"/>	2022-0914-0035 Speed Limitation - 65 mph governed top speed (926)	\$76.00
<input type="checkbox"/>	2022-0914-0036 Speed Limitation - 75 mph governed top speed (927)	\$76.00
<input type="checkbox"/>	2022-0914-0037 NEW: 360-Degree Dual Beacon LED Warning Strobes (Amber) (roof-mounted in front of the CHMSL) (91S/59H)	\$646.00
<input type="checkbox"/>	2022-0914-0038 NEW: 360-Degree Dual Beacon LED Warning Strobes (Amber-White) (roof-mounted in front of the CHMSL) (91G/59H)	\$693.00
<input type="checkbox"/>	2022-0914-0039 Extra Heavy-Duty Front End Suspension - max 7,500 lbs. Front GAWR (includes upgraded front axle) (If ordered with Gas Engine, includes 4.88 RAR non-limited slip axle, may order 4.88 RAR Limited Slip Rear Axle #X8L if desired) (If ordered with Diesel Engine, MUST also order 4.30 RAR Limited Slip Rear Axle #X4L) (67P)	\$273.00
<input type="checkbox"/>	2022-0914-0040 Aft-Axle Frame Extension (42.4-inch frame extension increases AF dimension to 89.4 inches) (Only available with F450/F550 Regular Cab 145-inch Wheelbase) (63C)	\$110.00
<input type="checkbox"/>	2022-0914-0041 Aft-Axle Frame Extension (32.4-inch frame extension increases AF dimension to 79.6 inches) (Only available with F550 Regular Cab 169-inch Wheelbase) (63C)	\$110.00
<input type="checkbox"/>	2022-0914-0042 Operator Commanded Regeneration (OCR) with Active Regeneration Inhibit (Only Available with diesel)(98R)	\$240.00
<input type="checkbox"/>	2022-0914-0043 Power Take-Off (PTO) Provision with Mobile and Stationary PTO Modes (Included w/ 6.7L Diesel) (62R)	\$267.00
<input type="checkbox"/>	2022-0914-0044 Tires: XL (all cabs), XLT (Ext/Crew only) 225/70Rx19.5G BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front (Set/6) (If spare tire option is also ordered, spare tire will be matching A/P tire) (TGM)	\$182.00
<input type="checkbox"/>	2022-0914-0045 Tires: XLT (Regular Cab Only) 225/70Rx19.5G BSW Traction Tires (includes 4 traction tires on rear and (2) A/P tires on the front) (If spare tire option is also ordered, spare tire will be matching A/P tire) (THC)	\$182.00
<input type="checkbox"/>	2022-0914-0046 Tires: XL/XLT (all cabs) 225/70Rx19.5G BSW Traction (4WD Only) (includes 4 traction tires on the rear and 2 traction tires on the front) (Not recommended for over the road applications; could incur irregular front tire wear and/or NVH) (If spare tire option is also ordered, spare tire will be matching traction tire) (TGM)	\$205.00
<input type="checkbox"/>	2022-0914-0047 Spare tire with wheel (includes hydraulic jack) (512/61J)	\$335.00
<input type="checkbox"/>	2022-0914-0048 Front Wheel Well Liners (factory) (61L)	\$172.00
<input type="checkbox"/>	2022-0914-0049 High-Capacity Trailer Tow Package (Includes 4.30 RAR Limited Slip Rear Axle and upgraded rear axle)(Increases GCW from 31,000 Lbs to 40,000 Lbs.)(Includes Trailer Brake Wiring Kit #531 unless Trailer Brake Controller #52B is ordered) (Only available with Diesel) (Included with 19,500# GVWR Upgrade for Diesel, includes 4.88 RAR LS) (535/X4L)	\$898.00
<input type="checkbox"/>	2022-0914-0050 Trailer Brake Controller (verified to be compatible with electronic actuated drum brakes only, includes Smart Trailer Tow Connector) (N/A with Trailer Brake Wiring Kit #531)(52B)	\$259.00

<input type="checkbox"/>	2022-0914-0051 Trailer Brake Wiring Kit (N/A with Trailer Brake Controller #52B)(531)	\$43.00
<input type="checkbox"/>	2022-0914-0052 Limited Slip Rear Axle (4.88 RAR w/ gas, 4.10 RAR w/ diesel)(if also ordering 19,500# GVWR, 4.88 RAR Limited Slip axle is already included)(X8L/X4N)	\$345.00
<input type="checkbox"/>	2022-0914-0053 Heavy Service Front Suspension Package (Increases 400-500 lbs.)(67H)	\$120.00
<input type="checkbox"/>	2022-0914-0054 Extra Heavy Service Front Suspension Package (Increases 500-1,000 lbs.)(67X)	\$120.00
<input type="checkbox"/>	2022-0914-0055 Snow Plow Prep Package (if ordered w/ 6.7L Diesel Engine, includes 332-AMP Dual Alternators #67A) (if desired, 397-Amp Dual Alternators #67B may also be ordered) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	\$240.00
<input type="checkbox"/>	2022-0914-0056 Snow Plow Prep Package (if ordered w/ 7.3L V8 Gas Engine, includes 397-MP Dual Alternators #67B and Dual Batteries #86M) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	\$549.00
<input type="checkbox"/>	2022-0914-0057 Dual Fuel Tanks (40-gallon aft-of-axle and 26.5-gallon mid-ship) (Only available with Diesel Engine, relocates DEF tank to outside of frame rail) (Must also order XL Value Package #96V or XLT Trim Upgrade) (65C)	\$598.00
<input type="checkbox"/>	2022-0914-0058 Fuel Capacity Decreased 26.5 Gallon Tank (Mid-Ship) (If ordered with diesel, relocates DEF tank to outside of frame rail) (N/A with Regular Cab 193WB or Crew Cab 203WB ordered with gas engines)(65M)	\$120.00
<input type="checkbox"/>	2022-0914-0059 Rapid-Heat Supplemental Cab Heater (only available with Diesel) (Must also order Dual Extra Heavy Duty Alternators w/ 397 Amps #67B) (N/A with Air-Condition Delete)(41A)	\$240.00
<input type="checkbox"/>	2022-0914-0060 Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	\$307.00
<input type="checkbox"/>	2022-0914-0061 Cab Steps, Extended or Crew Cab (6in Angular Black Running Boards)(18B)	\$426.00
<input type="checkbox"/>	2022-0914-0062 Cruise Control (525)	\$225.00
<input type="checkbox"/>	2022-0914-0063 Daytime Running Lights (replaces standard on/off configuration) (942)	\$43.00
<input type="checkbox"/>	2022-0914-0064 Engine Block Heater (41H)	\$96.00
<input type="checkbox"/>	2022-0914-0065 Backup Alarm (76C)	\$134.00
<input type="checkbox"/>	2022-0914-0066 Skid Plate, Transfer Case (Not available with Regular Cab) (41P)	\$96.00
<input checked="" type="checkbox"/>	2022-0914-0067 XL Only - Power Equipment Group (Regular/Extended Cab) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (deletes passenger door lock cylinder) (90L/54K)	\$1,058.00
<input type="checkbox"/>	2022-0914-0068 XL Only - Power Equipment Group (Crew Cab) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (deletes passenger door lock cylinder) (90L/54K)	\$1,259.00
<input type="checkbox"/>	2022-0914-0070 XL Only - Manual telescoping, folding trailer tow mirrors w/ power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals, 102in Width (Only available w/ Regular Cabs w/ Dual Rear Wheels) (Includes Utility Lighting System/LED side-mirror spotlights #63A) (54L/63A) (Must also order Power Equipment Group #90L) (54L/63A)	\$769.00
<input type="checkbox"/>	2022-0914-0071 XL Value Package (Includes chrome front bumper, Cruise Control #525) (96V)	\$379.00
<input type="checkbox"/>	2022-0914-0072 XL Decor Group (chrome front bumper and bright grille) (17F/63G)	\$211.00
<input type="checkbox"/>	2022-0914-0073 Audible Lane Departure Warning (must also order Pre-Collision Assist w/ Forward Collision Warning #94P) (60C)	\$110.00
<input type="checkbox"/>	2022-0914-0074 Pre-Collision Assist w/ Automatic Emergency Braking (AEB) and Forward Collision Warning) (94P)	\$110.00
<input type="checkbox"/>	2022-0914-0075 Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (872) (Info: Upfitters offer rearview camera installation option with body orders)	\$396.00
<input type="checkbox"/>	2022-0914-0076 Remote Start System (Must also order Power Equipment Group #90L/54K)(76S)	\$240.00
<input type="checkbox"/>	2022-0914-0077 Center High-Mounted Stop Lamp (CHMSL)(59H)(No-charge)	\$0.00
<input type="checkbox"/>	2022-0914-0078 Alternative Seat, Vinyl 40/Floor Tray/40 (Regular Cab Only)(TTL)	\$340.00
<input type="checkbox"/>	2022-0914-0079 Alternative Seat, Cloth 40/20/40 (Reg/Ext Cab Only)(TT1)	\$96.00
<input type="checkbox"/>	2022-0914-0080 Alternative Seat, Cloth 40/20/40 (Crew Cab)(TT1)	\$300.00
<input type="checkbox"/>	2022-0914-0081 Alternative Seat, Cloth 40/floor tray/40 (Regular and Extended Cab) (TT4)	\$492.00
<input type="checkbox"/>	2022-0914-0082 Alternative Seat, Cloth 40/floor tray/40 (Crew Cab) (TT4)	\$587.00
<input type="checkbox"/>	2022-0914-0083 Extra Cost Paint - Vermillion Red (add 30 days) (PE4)	\$631.00
<input type="checkbox"/>	2022-0914-0084 Extra Cost Paint - School Bus Yellow (add 30 days) (PBY)	\$631.00
<input type="checkbox"/>	2022-0914-0085 Extra Cost Paint - Green Gem (add 30 days) (PW6)	\$631.00
<input type="checkbox"/>	2022-0914-0090 XLT Upgrade (Regular Cab Only) [includes contents of Power Equipment Group #90L/54K; cloth front 40/20/40 split bench with 20% underseat storage and center armrest; one (1) 110V/400W Outlet; two-way adjustable driver/passenger headrests; cloth sunvisors with mirrors; rear fixed privacy glass; Cruise Control #525; SYNC3: includes enhanced voice-recognition communication system with 8-inch LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability if ordered with Navigation System #21N, AppLink, 911 Assist, Apple CarPlay and Android Auto, two (2) smart-charging USB-C ports; SiriusXM Radio (includes a 6mo prepaid subscription); 4.2in LCD productivity screen in IP cluster w/ compass display; auxiliary audio input jack; upgraded door trim with map pockets, full carpeting, carpeted floor mats, Trailer Brake Controller with Smart Trailer Tow Connector #52B, chrome front bumper and grille] (If ordered w/ 7.3L Gas Engine, includes 397-Amp Alternators #67B) (If ordered w/ 6.7L Diesel Engine, includes 332-Amp Alternators #67A) (663A/TT3/THB)	\$3,660.00
<input type="checkbox"/>	2022-0914-0091 XLT Upgrade (Extended Cab Only) [includes contents of Power Equipment Group #90L/54K; cloth front 40/20/40 split	\$3,900.00

	bench with 20% underseat storage and center armrest; one (1) 110V/400W Outlet; two-way adjustable driver/passenger headrests; cloth sunvisors with mirrors; rear fixed privacy glass; Cruise Control #525; SYNC3: includes enhanced voice-recognition communication system with 8-inch LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability if ordered with Navigation System #21N, AppLink, 911 Assist, Apple CarPlay and Android Auto, two (2) smart-charging USB-C ports; SiriusXM Radio (includes a 6mo prepaid subscription); 4.2in LCD productivity screen in IP cluster w/ compass display; auxiliary audio input jack; upgraded door trim with map pockets, full carpeting, carpeted floor mats, Trailer Brake Controller with Smart Trailer Tow Connector #52B, chrome front bumper and grille] (If ordered w/ 7.3L Gas Engine, includes 397-Amp Alternators #67B) (If ordered w/ 6.7L Diesel Engine, includes 332-Amp Alternators #67A) (663A/TT3/TGJ)	
<input type="checkbox"/>	2022-0914-0092 XLT Upgrade (Crew Cab Only) [includes contents of Power Equipment Group #90L/54K; cloth front 40/20/40 split bench with 20% underseat storage and center armrest; 60/40 rear bench w/ flip-up seats and fold-down backrests w/ under-seat partitioned lockable fold-flat storage]; two-way adjustable driver/passenger headrests; one (1) 110V/400W Outlet; cloth sunvisors with mirrors; rear fixed privacy glass; Cruise Control #525; SYNC3: includes enhanced voice-recognition communication system with 8-inch LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability if ordered with Navigation System #21N, AppLink, 911 Assist, Apple CarPlay and Android Auto, two (2) smart-charging USB-C ports; SiriusXM Radio (includes a 6mo prepaid subscription); 4.2in LCD productivity screen in IP cluster w/ compass display; auxiliary audio input jack; upgraded door trim with map pockets, full carpeting, carpeted floor mats, Trailer Brake Controller with Smart Trailer Tow Connector #52B, chrome front bumper and grille] (If ordered w/ 7.3L Gas Engine, includes 397-Amp Alternators #67B) (If ordered w/ 6.7L Diesel Engine, includes 332-Amp Alternators #67A) (663A/TT3/TGJ)	\$4,599.00
<input type="checkbox"/>	2022-0914-0093 XLT Only - Value Package (Regular Cab) (Must also order XLT Upgrade) (Includes autolock/unlock, 8-way power drivers seat, and SecuriCode keyless entry keypad on drivers side) (Regular Cab does NOT include power adjustable pedals) (17V)	\$1,282.00
<input type="checkbox"/>	2022-0914-0094 XLT Only - Value Package (Extended/Crew Cab) (Must also order XLT Upgrade) (Includes autolock/unlock, 8-way power drivers seat, power-adjustable pedals and SecuriCode keyless entry keypad on drivers side) (17V)	\$1,415.00
<input type="checkbox"/>	2022-0914-0095 XLT Only - Power-folding, PowerScope telescoping, power glass trailer tow mirrors with heat, turn signal, high-intensity LED security approach lamps, utility lighting system (LED side-mirror spotlights) (Must also order XLT Upgrade) (54F)	\$268.00
<input type="checkbox"/>	2022-0914-0096 XLT Only - Manual telescoping, folding trailer tow mirrors w/ power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals, 102in Width (Only available w/ Regular Cabs w/ Dual Rear Wheels) (Includes Utility Lighting System/LED side-mirror spotlights #63A) (54L/63A)	\$769.00
<input type="checkbox"/>	2022-0914-0097 XLT Only - Utility Lighting System (LED side-mirror spotlights) (63A)	\$153.00
<input type="checkbox"/>	2022-0914-0098 XLT Only - Carpet Delete (replaces with black vinyl flooring) (Must also order XLT Upgrade) (166)	(\$46.00)
<input type="checkbox"/>	2022-0914-0099 XLT Only - Voice-activated Navigation with HD and SiriusXM Traffic and Travel Link (Must also order XLT Upgrade (21N)	\$545.00
<input type="checkbox"/>	2022-0914-0100 XLT Only - Adjustable Gas and Brake Pedals (Must also order XLT Upgrade) (62M)	\$116.00
<input type="checkbox"/>	2022-0914-0101 XLT Only - Cloth 40/Console/40 (Not available with Regular Cab) (Includes four-way adjustable driver/passenger headrests, driver side manual lumbar, flow-through console and 2nd 110V/400W Outlet in rear of console) (Must also order XLT Upgrade) (TT2)	\$903.00
<input type="checkbox"/>	2022-0914-0102 19.5in Forged Polished Aluminum Wheels w/ Bright Hub Covers/Center Ornaments (Must also order XLT Trim Upgrade) (64D)	\$1,047.00
<input type="checkbox"/>	2022-0914-0110 Ambulance Prep Package (Includes 7000 lbs Max Front Springs/GAWR rating for configuration selected) (Note 1: Stationary Elevated Idle Control has been integrated into the engine control module) (Also includes Dual Extra HD 397-Amp Alternator #67B) (Also includes Operator Commanded Regeneration OCR #98R if ordered w/ diesel engine) (Incomplete Vehicle Package, requires further manufacture and certification by final stage manufacturer) (Ford vehicles are suitable for producing ambulances only if equipped w/ the Ford Ambulance Prep Package. Using a Ford vehicle without the Ford Ambulance Package to produce an ambulance voids the Ford Warranty) (47A)	\$1,151.00
<input type="checkbox"/>	2022-0914-0111 Ambulance Prep Package w/ EPA Special Emergency Vehicle Emissions (Includes 7000 lbs Max Front Springs/GAWR rating for configuration selected) (Note 1: Stationary Elevated Idle Control has been integrated into the engine control module) (Note 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation) (Note 3: Operator Commanded Regen allowed down to 30% of DPF filter full, instead of 100%) (Note 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register) (Also includes Dual Extra HD 397-Amp Alternator #67B and Operator Commanded Regeneration OCR #98R) (Must also order diesel engine) (Incomplete Vehicle Package, requires further manufacture and certification by final stage manufacturer) (Ford vehicles are suitable for producing ambulances only if equipped w/ the Ford Ambulance Prep Package. Using a Ford vehicle without the Ford Ambulance Package to produce an ambulance voids the Ford Warranty) (47L)	\$1,151.00
<input type="checkbox"/>	2022-0914-0112 Fire/Rescue Prep Package w/ EPA Special Emissions (Includes 7000 lbs Max Front Springs/GAWR rating for configuration selected) (Note 1: Stationary Elevated Idle Control has been integrated into the engine control module) (Note 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation) (Note 3: Operator Commanded Regen allowed down to 30% of DPF filter full, instead of 100%) (Note 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register) (Also includes Dual Extra HD 397-Amp Alternator #67B and Operator Commanded Regeneration OCR #98R) (Must also order diesel engine) (Incomplete Vehicle Package, requires further manufacture and certification by final stage manufacturer) (47J)	\$1,151.00
<input checked="" type="checkbox"/>	2022-0914-0199 Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	\$0.00
<input type="checkbox"/>	2022-0914-0200 INFORMATION ONLY: #200-299 Dealer Installed Options	\$0.00
<input type="checkbox"/>	2022-0914-0201 One (1) Extra Key, programmed (will receive 5 total) (Only available with base vehicle. Cannot order Power Equipment	\$110.00

Group #90L or XLT Trim Upgrade) (DLR)

☐

2022-0914-0202 One (1) Extra RKE Fob w/ Integrated Flip Key, programmed (will receive 5 total) (Must also order Power Equipment Group #90L or XLT Trim Upgrade) (DLR)

\$205.00

☐

2022-0914-0203 Two (2) Extra RKE Fobs w/ Flip Keys, programmed (will receive 6 total) (Must also order Power Equipment Group #90LA or a Trim Level Upgrade that includes Remote Keyless Entry System) (DLR)

\$365.00

☐

2022-0914-0204 DELETE two (2) extra keys (will receive 2 factory keys only) (Only available with base vehicle. Cannot order Power Equipment Group #90L/54K or XLT Trim Upgrade) (DLR) (CREDIT)

(\$126.00)

☐

2022-0914-0205 DELETE two (2) extra RKE Fobs w/ Integrated Flip Keys (will receive 2 factory RKE Fobs only) (Must also order Power Equipment Group #90L/54K or XLT Trim Upgrade) (DLR) (CREDIT)

(\$316.00)

☒

2022-0914-0206 Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)

\$120.00

☐

2022-0914-0207 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)

\$100.00

☐

2022-0914-0208 Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)

\$54.00

☐

2022-0914-0209 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)

\$40.00

☐

2022-0914-0210 Undercoating (wheel wells) (DLR)

\$125.00

☒

2022-0914-0211 Service Manual, CD (DLR)

\$221.00

☒

2022-0914-0212 Service Wiring Diagram, Paper (DLR)

\$87.00

☐

2022-0914-0213 Spotlight, 6in Clear Lens, Pillar Mounted, Driver Side (Unity) (DLR)

\$425.00

☐

2022-0914-0214 Spotlight, 6in Clear Lens, Pillar Mounted, Passenger Side (Unity) (DLR)

\$425.00

☐

2022-0914-0215 Spotlight, LED 6in Clear Lens, Pillar Mounted, Driver Side (Unity) (DLR)

\$560.00

☐

2022-0914-0216 Spotlight, LED 6in Clear Lens, Pillar Mounted, Passenger Side (Unity) (DLR)

\$560.00

☐

2022-0914-0248 Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)(DLR) (Customer to provide mud flaps & trip permit)

(\$200.00)

☐

2022-0914-0249 Credit for pickup from Dealer (Orders for Western Washington) (Deduct)(DLR) Customer to provide mud flaps & trip permit)

(\$75.00)

☐

2022-0914-0250 Stock Vehicle Upcharge (Call Dealer for Availability) (DLR)

\$250.00

DISPLAY UPFIT OPTIONS ☐

Quote Totals

Vehicle Menu

Clear Form

Create Quote

Total Vehicles:1

Sub Total:\$50,653.00

8.4 % Sales Tax:\$4,254.85

Quote Total:\$54,907.85

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

09/27/2021

Date Rec'd

9/16/2021

Clerk's File #

OPR 2021-0630

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

FLEET SERVICES

Contact Name/Phone

RICHARD GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19936

Agenda Item Name

5100-PURCHASE OF BODY FOR F550

Agenda Wording

The Code Enforcement Department would like to purchase a Dump Body from Freightliner Northwest, Spokane, WA, for an F550 4x4 Diesel. Purchase would be made using RFB4401-17. The total purchase price is \$36,862.65, including tax.

Summary (Background)

The dump body will go on a new F550 that is replacing a unit that has reached the end of its economic life. We recommend approval for the purchase of a dump body for an F550 4x4 Diesel for the Code Enforcement Department. Funding for this is included in the Code Enforcement Department budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 36,862.65

1200-58200-94000-56404-99999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

9/13/2021

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****DSC, CODE
ENFORCEMENT &
PARKING SERVICES**

BECKER, KRIS

Briefing Paper

Urban Design/Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Dump Body
Date:	September 13, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Design/Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: The Code Enforcement Department would like to purchase a Dump Body from Freightliner Northwest, Spokane, WA, for an F550 4x4 Diesel. Purchase would be made using RFB4401-17. The total purchase price is \$36,862.65, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The dump body will go on a new F550 that is replacing a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a dump body for an F550 4x4 Diesel for the Code Enforcement Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Code Enforcement Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



GORDON TRUCK CENTERS DEALER FAMILY

September 1, 2020

City Of Spokane

915 N. Nelson St

Spokane, WA 99202

Quote:

Tafco Tear Off Dump Body

- 12' L x 96" W x 50" high sides
- 6" steel formed crossmembers, 12" spacing
- 6" steel channel long sills
- 10-gauge smooth steel floor
- 12-gauge steel sides and front bulkhead
- LED STT and body marker lights to meet FMVSS #108 Standards
- Scott LL500 level-lift underbody scissor hoist package, 12V electric/hydraulic DA operation, 5" cylinder with chromed cylinder shaft, capacity 6.8 tons at 50 degree dump angle
- Painted Gloss Black
- Provide and install LED beacon pulse strobe on top front of body, wire to chassis provided aux switch in cab.

Tommy Gate G2-92-1650 LD33

- Load area 83" W x 33" L, 6" taper steel treadplate
- Pass through dump body application
- 1600lb. capacity
- 50" of travel
- Dual hydraulic cylinders
- Enclosed electric/hydraulic control unit

Hitch Plate w Receiver Tube for Ford F-350 to F-550

- 20,000 lb. maximum trailer weight
- 2" receiver tube with pin and clip
- 2ea Safety chain D-Rings
- Powder coated black

Pull tarps Super Shield 8500M Tarp System installed as follows:

- 12-gauge steel construction
- Radiused steel housing
- 12' vinyl tarp

The following options may be added:

Accessories

- Underbody Toolbox 18" x 18" x 30", frame mounted SS
- Fab and install access ladder on left front corner of body
- Fab and install shovel holder rack on front of body

Options Price: \$2795.00

Price without options:	\$33,850.00
Sales Tax 8.9%	<u>\$ 3,012.65</u>
Total:	\$36,862.65

Jim Banner | Freightliner Northwest – Spokane, WA | Fleet & Municipality Sales

(888) 744-0390 x 6550 | Cell (509) 991-4374 | jim.banner@freightlinernw.com

10310 Westbow Blvd Spokane, WA 99224



www.FreightlinerNorthwest.com

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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

OPR 2021-0632

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

RICHARD GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19767

Agenda Item Name

5100-PURCHASE OF F250 DIESEL

Agenda Wording

The Water Dept would like to purchase an F250 4x4 Diesel using WA State Contract 05916. The total purchase price is \$45,970.27, including tax. The F250 will have a utility box installed.

Summary (Background)

Purchase will be made using Wa State Contract 05916 from Bud Clary Ford Hyundai in Longview, WA. We'd like to purchase this vehicle as a diesel in anticipation that renewable diesel will be available in the near future. The F250 4x4 Diesel will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of an F250 4x4 Diesel for the Water Department. Funding for this is included in the Water Department budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 45,970.27

410042490943405640199999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

9/13/2021

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

**WATER &
HYDROELECTRIC
SERVICES**

BURNS, STEVE

Briefing Paper

Urban Design/Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of F250 Diesel
Date:	September 13, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Design/Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Water Department would like to purchase an F250 4x4 Diesel using WA State Contract 05916 from Bud Clary Ford Hyundai in Longview, WA. The total purchase price is \$45,970.27, including tax. The F250 will have a utility box put on instead of a truck bed. We are purchasing this vehicle as a diesel in anticipation that renewable diesel will be available in the near future.

Executive Summary:

Impact

- The F250 4x4 Diesel will replace a unit that has reached the end of its economic life.

Action

- We recommend approval for the purchase of an F250 4x4 Diesel for the Water Department.

Funding

- Funding for this is included in the Water Department budget.

TCO

Year	Make	Model	Spec	Purchase	Residual Value	Maint Cost	MPG (MPGe)	Fuel Cost	TCO/Lifetime	Mileage	TCO/Mile	Est. Lease
2022	Ford	F250	4x4 XCab/Chassis Diesel (Plus Upfit)	\$45,970	\$9,194	\$54,600	14	\$25,000	\$116,376	120,000	\$0.97	\$782
2022	Chevy	Silverado 2500	4x4 Cab/Chassis Diesel (Plus Upfit)	\$44,757	\$8,951	\$54,600	14	\$25,000	\$115,406	120,000	\$0.96	\$782

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:

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Monday, August 30, 2021 11:05 AM
To: Martinez, Micaela
Cc: noreply@des.wa.gov
Subject: Vehicle Quote - 2021-8-307 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2021-8-307 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Ford Hyundai (formerly Columbia Ford) (W403)
700 7th Avenue / PO Box 127
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 7187
Dealer Email: ford.orders@budclary.com

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: mmartinez@spokanecity.org

Quote Notes: Water

Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2022-0821-0001	2022 Ford F250 Pickup, 4WD	1	\$27,203.00	\$27,203.00
2022-0821-0002	INFORMATION ONLY: Bud Clary Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2022-0821-0003	INFORMATION ONLY: Pickup Upfits (tool boxes, lighting, canopies, cargo glides, service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, etc.) are available and will be installed prior to vehicle delivery. (#0251-0299 Setina Bumpers/Partitions) (#0300-0399 Dealer-Installed toolboxes and cab guards). To view additional upfits, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#0500-0575 Day Wireless) (#0600-0799 Canopies and Cargo Glides) (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options offered by Allied Body Works, PMI Truck Bodies and Northend Truck Equipment. All upfits must be selected from one company.	1	\$0.00	\$0.00
2022-0821-0004	INFORMATION ONLY: 2021MY Payload Ratings are listed, will be updated when 2022MY ratings are available.	1	\$0.00	\$0.00
2022-0821-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely	1	\$0.00	\$0.00

NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.				
2022-0821-0010	2022 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.2L V8 Gas, TorqShift-G 6-speed auto w/SelectShift, 10,000# GVWR, 3830# Payload, 3.73 RAR, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers, (F2B/600A/996/44S/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2022-0821-0012	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3490# Payload (X2B/164WB)	1	\$2,417.00	\$2,417.00
2022-0821-0016	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20, manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, 220 Amp Alternator, Dual 750CCA Batteries, 3.31 RAR, 10000# GVWR, (Payload: Reg 142WB 3040#, Ext 148WB 2770#, Ext 164WB 2690#, Crew 160WB 2660#, Crew 176WB 2430#) (Diesel Fuel Tank: 142WB/148WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallon) (99T/44G/X31)	1	\$10,029.00	\$10,029.00
2022-0821-0024	Engine Block Heater (41H)	1	\$96.00	\$96.00
2022-0821-0031	Dual Alternators, 397 Amps (Available w/ either 7.3L Gas or 6.7L Diesel) (If ordered w/ 7.3L Gas Engine, must also order Dual Batteries #86M) (Not available w/ base 6.2L V8 Gas Engine #996) (67B)	1	\$110.00	\$110.00
2022-0821-0032	Skid Plates (Transfer case and fuel tank) (4x4 Only) (included with FX4 Off-Road Package #17X) (41P)	1	\$96.00	\$96.00
2022-0821-0033	Power Equipment Group - Regular/Extended Cabs (includes power door locks and windows, manual-folding, manually-telescoping trailer tow mirrors with power heated glass, heated convex spotter mirror and integrated clearance lamps/turn signals #54K, power tailgate lock, Remote Keyless Entry, upgraded door-trim panel) (deletes passenger-side door lock cylinder) (Includes four (4) RKE Fobs w/ Integrated Keys) (90L/54K)	1	\$1,057.00	\$1,057.00
2022-0821-0039	Platform Running Boards (Extended/Crew Cabs)(18B)	1	\$426.00	\$426.00
2022-0821-0045	Upfitter Switches (6) (located in overhead console) (Includes 200-Amp Alternator #67D) (66S)	1	\$158.00	\$158.00
2022-0821-0046	Upfitter Interface Module (Includes an .exe program to modify and input your code for programming upfit equipment, downloadable software to configure the UIM, 10 configurable inputs, various CAN signals, 3ft wires w/ UIM connectors) (18A)	1	\$283.00	\$283.00
2022-0821-0059	Exterior backup alarm (factory) (76C)	1	\$135.00	\$135.00
2022-0821-0061	Daytime Running Lamps (DRL) Non-configurable (replaces standard on/off controllable DRLs) (942)	1	\$43.00	\$43.00
2022-0821-0087	Pickup Box Delete (56CA) (also deletes rear bumper, 7/4 pin connector, spare tire/wheel/carrier/jack, rearview camera) (also deletes Center High-Mounted Stop Lamp (CHMSL) if GVWR is over 10,000 lbs.) (Not available with F250 Trailer Tow Packages #535/#53Q or 7.3L Gas Engine #99N) (Only available with 8-foot box) (66D)	1	(\$569.00)	(\$569.00)
2022-0821-0088	Rearview Camera and Prep Kit (includes loose camera, wiring bundle and electrochromic mirror w/ video display) (Must also order Pickup Box Delete #66D) (872)	1	\$396.00	\$396.00
2022-0821-0210	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2022-0821-0211	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00
2022-0821-0216	Service Manual, CD (DLR)	1	\$221.00	\$221.00
2022-0821-0217	Service Wiring Diagram, Paper (DLR)	1	\$87.00	\$87.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$42,408.00
8.4 % Sales Tax:	\$3,562.27
Quote Total:	\$45,970.27



Agenda Sheet for City Council Meeting of:
09/27/2021

Date Rec'd	9/15/2021
Clerk's File #	OPR 2021-0631
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19767

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF UTILITY BODY FOR F250

Agenda Wording

The Water Department would like to purchase a Utility Body for an F250 4x4 Diesel using RFB 4401-17 from Freightliner Northwest, Spokane, WA. The total purchase price is \$31,392, including tax.

Summary (Background)

The Utility Box will go on a new F250 4x4 Diesel, which will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a utility box for the Water Department. Funding for this is included in the Water Department budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 31,392.00	# 410042490943405640199999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD	<u>Study Session\Other</u>	9/13/2021
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	Karen Stratton
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mmartinez	
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	
<u>WATER & HYDROELECTRIC SERVICES</u>	BURNS, STEVE	

Briefing Paper

Urban Design/Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Utility Body
Date:	September 13, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Design/Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: The Water Department would like to purchase a Utility Body for an F250 4x4 Diesel using RFB 4401-17 from Freightliner Northwest, Spokane, WA. The total purchase price is \$31,392, including tax.	
Executive Summary: Impact <ul style="list-style-type: none"> The Utility Box will go on a new F250 4x4 Diesel, which will replace a unit that has reached the end of its economic life. Action <ul style="list-style-type: none"> We recommend approval for the purchase of a utility box for the Water Department. Funding <ul style="list-style-type: none"> Funding for this is included in the Water Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



\$0.00

1	CLASS IV RECEIVER HITCH...	ADD	625.00	\$625.00
				\$0.00
1	TRANSFER ELECTRICAL PLUG - 7/WAY FLAT SPADE RV STYLE....	ADD	125.00	\$125.00
				\$0.00
1	THERMOGUARD HEAT SHIELD P/S REAR COMPARTMENT BOTTOM (RECOMMENDED OPTION)	ADD	170.00	\$170.00
				\$0.00
1	TRANSFER BACK-UP CAMERA AND CALIBRATE.... (THIS OPTION MUST BE SELECTED IF THE VEHICLE IS EQUIPPED WITH A BACK UP CAMERA) (NO PARKING ASSIST OR BACK UP SENSOR TRANSFER. IF REQUIRED, DEALER ECM REPROGRAMMING COSTS <u>ARE NOT</u> INCLUDED)	ADD	520.00	\$520.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
1	SUPPLY AND INSTALL ECCO # 7160 L.E.D. 6" AMBER STROBE LIGHT. PIPE MOUNTED TO DRIVER SIDE OF THE PICKUP BOX....	ADD	835.00	\$835.00
				\$0.00
				\$0.00
1	SUPPLY AND INSTALL ELECTRIC HEAT TAPE, JUST UNDER EACH RETRACTABLE TOP TRACK, BOTH SIDES. WIRE TO THE INVERTER, OPERATE WITH ON / OFF DASH MOUNTED SWITCH.... (NOTE: THE HEAT TAPE HAS NOT BEEN TESTED FOR THIS APPLICATION. WARRANTY WILL BE LIMITED TO MANUFACTURES PUBLISHED WARRANTY ONLY)	ADD	1,470.00	\$1,470.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
0	NEW TRADE IN OF PICKUP BOX, BUMPER AND TAILGATE....	DEDUCT	-250.00	\$0.00
				\$0.00
	NOTE: OXY/ACT SHOULD NOT BE STORED INSIDE COMPARTMENTS WITH ELECTRIC LOCKS.....			\$0.00
				\$0.00
	DELIVERY: ALLOW MIN. 14 -- 16 WEEKS FOR THE EQUIPMENT TO BE PRODUCED, PLUS TRANSPORTATION, INSTALLATION AND TESTING TIME.			\$0.00
				\$0.00
				\$0.00
	DUE TO RISING RAW MATERIAL COSTS, THIS ORDER IS SUBJECT TO THE POSSIBILITY OF MANUFACTURER'S IMPOSED STEEL SURCHARGES!			\$0.00
				\$0.00
				\$0.00
	TERMS: NET DUE ON INVOICE. CREDIT CARD PURCHASES ADD 3%!			\$0.00

Remarks:		SUBTOTAL:	\$26,800.00
		2 F.E.T	\$0.00
CLICK LINK BELOW TO VISIT WEBPAGE:	Sales Taxable?	OTHER	\$2,000
http://www.readingbody.com	1=Yes	1 SALES TAX	\$2,592.00
	2=No	TOTAL	\$31,392.00

ACCEPTED BY: _____
DATE: _____
P.O. # _____
TERMS: NET ON INVOICE

UTILITY TRUCK EQUIP. SALES
e-mail jim.banner@freightlinernw.com
BY: JIM BANNER

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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

OPR 2021-0255

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

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

MHINSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 22876

Agenda Item Name

1680 - FAMILIES OVERFLOW HOTELING PROJECT AMENDMENT

Agenda Wording

CHHS is requesting permission to add \$16,459.34 of the Kaiser Permanente funds to Family Promise's contract to support families overflow hoteling project required to meet COVID-19 safety protocols.

Summary (Background)

The intention of the grant is to provide flexible, responsive funds to prevent and manage COVID-19 among people experiencing homelessness. These funds will continue to be used to support the Family Promise families overflow hoteling project needed to meet COVID safety protocol. Additional funds were left unspent by the previous grantee and this amendment adds those unspent funds to the current contract to meet spend down requirements. See briefing paper for further detail.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 16,459.34

1700-95595-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

DAVIS, KIRSTIN

Study Session\Other

Urban Exp. - 9/13/2021

Division Director

DAVIS, KIRSTIN

Council Sponsor

CM Stratton

Finance

WALLACE, TONYA

Distribution List**Legal**

ODLE, MARI

mhinson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kmartin@spokanecity.org

Additional Approvals

kdavis@spokanecity.org

Purchasing

WAHL, CONNIE

chhsgrants@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

STOPHER, SALLY

chhsaccounting@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Amendment for Kaiser Permanente National Benefit Fund at the East Bay Community Foundation award for COVID-19 Prevention and Response among homeless populations
Date:	August 31, 2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org / 509-867-8539)
City Council Sponsor:	Council Member Stratton
Executive Sponsor:	Kirstin Davis
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	Funds expire October 15, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to add \$16,459.34 of the Kaiser Permanente funds to Family Promise's contract 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 th , 2020-October 15 th , 2021.	
Executive Summary: <ul style="list-style-type: none"> The intention of the grant is to provide flexible, responsive funds to prevent and manage COVID-19 among people experiencing homelessness. These funds will continue to be used to support the Family Promise families overflow hoteling project needed to meet COVID safety protocol. Additional funds were left unspent by the previous grantee. This amendment would add them to the current contract to meet spend down requirements. With this amendment, the contract total will be \$96,459.34 (\$80,000 in original agreement and \$16,459.34 in this amendment). 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



City of Spokane

AGREEMENT AMENDMENT A

Title: Emergency Hoteling for Families Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Family Promise of Spokane**, whose address is 904 East Hartson Avenue, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Emergency Hoteling for Families Program; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Kaiser Permanente National Community Benefit Fund, Grantor Award # 20210710, Total Federal Award \$150,000.00, and issued on October 15, 2020; and

WHEREAS, the parties desire to modify the corresponding 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 May 3, 2021, 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 Extension shall become effective on August 5, 2021.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **SIXTEEN THOUSAND FOUR HUNDRED FIFTY-NINE AND 34/100 DOLLARS (\$16,459.34)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **NINETY-SIX THOUSAND FOUR HUNDRED FIFTY-NINE AND 34/100 DOLLARS (\$96,459.34)** 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 3} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Operations	\$87,690.34
Administration	\$8,769.00
TOTAL	\$96,459.34

4. AMENDMENT.

SECTION NO. 7 (H) 2 – 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^h 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 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests:

The GRANTEE shall submit 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 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.

FAMILY PROMISE OF SPOKANE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 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.

Family Promise of Spokane Name of Subrecipient / Contractor / Consultant (Type or Print)	Emergency Hoteling for Families 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

☐ 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.

	City of Spokane Grantee Billing Form KAISER PERMANENTE NATIONAL COMMUNITY BENEFIT FUND		City Clerk #	OPR 2021-0255
			Vendor ID #	035469
			FMS Acct #	1700-95595-65410-54201-99999
SUBMIT BILLING TO:			<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> <p align="center">Grantee Certification</p>	
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
Family Promise 904 E. Hartson Ave Spokane, WA 99202				
Project/Program:	Emergency Hoteling for Families	By:		
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:		
EXPENSE Categories:	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
OPERATIONS				
Salaries and Benefits	\$ 11,829.00	\$ -	\$ 4,000.00	\$ 7,829.00
Supplies	\$ 1,118.00	\$ -	\$ -	\$ 1,118.00
Hotel Costs	\$ 74,743.34	\$ -	\$ 59,161.13	\$ 15,582.21
ADMINISTRATION				
Indirect Cost Rate:	\$ 8,769.00	\$ -	\$ 6,316.12	\$ 2,452.88
GRAND TOTAL	\$ 96,459.34	\$ -	\$ 69,477.25	\$ 26,982.09
Contract Amount (auto populated)		\$ 96,459.34	% Expended:	72.03%
Total Expended to Date (auto populated)		\$ 69,477.25		
Contract Remaining Balance		\$ 26,982.09	% Remaining:	27.97%
	← Check box if final request.		CHHS Approval:	

Payee Expense Report

Organization:	Family Promise	Grant #:	#20210710	City Clerk #:	OPR 2021-0255
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:	Family Promise	Grant #:	#20210710	City Clerk #:	OPR 2021-0255			
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					\$ -	\$ -	\$ -	\$ -

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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

OPR 2021-0633

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

KIRSTIN DAVIS 625-7773

Project #**Contact E-Mail**

KDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 22918

Agenda Item Name

1680 - CANNON STREET SHELTER AGREEMENT

Agenda Wording

CHHS is requesting approval of the attached agreement with The Guardians Foundation to operate the Cannon Street Shelter. This organization was chosen through a competitive selection process that occurred over the summer.

Summary (Background)

The intention of this agreement is to provide 24 hour shelter services for adults experiencing homelessness for 72 adults overnight and a minimum of that amount during daytime operational hours. Capacity is subject to services provided and may exceed 72 clients based on occupancy limits and health protocols. Services provided will include sheltering, meals, access to social services providers and basic amenities. See briefing paper and contract for further detail.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 1,858,862.00

1540-95591-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

DAVIS, KIRSTIN

Study Session\Other

Urban Exp. - 9/13/2021

Division Director

DAVIS, KIRSTIN

Council Sponsor

CM Stratton

Finance

HUGHES, MICHELLE

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CONTRACTS &
PURCHASING**

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cmis@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Cannon St. 24 hr Services Facility
Date:	September 7, 2021
Author (email & phone):	Kirstin Davis (kdavis@spokanecity.org , 509.625.7773)
City Council Sponsor:	Councilmember Karen Stratton
Executive Sponsor:	Kirstin Davis, Acting Deputy Director NHHS
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The start date for the contract is October 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to develop a contract with The Guardians Foundation for up to \$1,858,862. This contract would allow services for adults experiencing homelessness 24 hours a day starting October 1, 2021 and will expire June 30, 2022 as a requirement of ESG-CV funding.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS was awarded ESG-CV funds from the U.S. Department of Housing and Urban Development (“HUD”) and the Washington State Department of Commerce (“Commerce”). The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The intention of this agreement is to provide 24 hour services for adults experiencing homelessness. The contract follows requirements outlined in SMCs 18.05.020 and 18.05.030 and will provide spaces for 72 adults overnight and a minimum of that amount during daytime operational hours. Capacity is subject to services provided and may exceed 72 clients based while also following occupancy limits and health protocols. Services provided will include meals, access to social services providers and participation in the Community Management Information System (CMIS). The total amount of contract is not to exceed \$1,858,862 between October 1, 2021 and June 30, 2022. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Emergency Solutions Grant – Coronavirus funds</p> <p>Other budget impacts: None.</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

Specify changes required: None.
Known challenges/barriers: None.

**AGREEMENT BETWEEN
CITY OF SPOKANE (“CITY”) AND THE GUARDIANS FOUNDATION INCORPORATED
 (“GRANTEE”) IN CONJUNCTION WITH EMERGENCY SOLUTIONS GRANT - CORONAVIRUS
PROGRAM (“ESG-CV”)**

1. Grantee The Guardians Foundation, Inc. 115 North Stone Street Spokane, Washington 99202		2. Contract Amount \$1,858,862.00	3. Tax ID# 45-1625374 4. DUNS# 037060607	
5. Grantee’s Program Representative Michael Shaw, Executive Director 115 N. Stone St Spokane, WA 99202 (208) 449-1210 mstheguardians@gmail.com		6. City’s Program Representative Margaret Hinson, COVID Programs Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6056 mhinson@spokanecity.org		
7. Grantee’s Financial Representative Ellen Smith, Director of Administration 115 N. Stone St Spokane, WA 99202 (208) 449-1210 EllenS@theguardiansfoundation.org		8. City’s Contract Representative Kelsey Martin, COVID Programs Specialist 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6329 kmartin@spokanecity.org		
9. Grantor Award # 20-4613C-125		10. Start Date 10/01/2021		11. End Date 06/30/2022
12. Federal Funds Emergency Solutions Grant - Coronavirus Program		CFDA # 14.231	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)	
13. Total Federal Award CV: \$272,217.00 CV Amend.: \$3,191,727.00		14. Federal Award Date CV: 08/25/2020 CV Amend.: 12/15/2020		15. Research & Development? No
16. Indirect Cost Rate 10% MTDC				
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder		18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: The Emergency Solutions Grant - Coronavirus program is designed to prevent, prepare for, and respond to the coronavirus pandemic (“COVID-19”) among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. This Agreement is subject to the requirements provided under the Homeless Assistance Grants heading of Title XII of Division B of the CARES Act Public Law 116-136, applicable uniform administrative requirements as described in and 2 CFR 200, and program regulations as described in 24 CFR Parts 91 and 576, as applicable.				
20. CITY and the GRANTEE , as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Year-Round Shelter Operator Application for Funding, (3) CITY’s Grant Agreement with the Washington State Department of Commerce, (4) CITY Guidelines for HHOS Grants, (5) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (6) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (7) Data Quality Plan, (8) Attachment “A” - Suspension & Debarment and FFATA Certification, and (9) Attachment “B” – Grantee Billing Form.				

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering an Emergency Solutions Grant Coronavirus (“ESG-CV”) Cannon Street Shelter Program (“Program”) in a manner satisfactory to the CITY, in accordance with the GRANTEE’s Year-Round Shelter Operator Application for Funding, the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such program will include the following activities eligible under the Emergency Solutions Grant ESG-CV program:

1) Program Scope of Services

The GRANTEE shall staff and operate a night-by-night model emergency shelter at 527 South Cannon Street, Spokane, Washington. This facility will maintain shelter capacity to meet basic needs and provide supportive services to single adults and households without minor children that are experiencing homelessness during the COVID-19 pandemic. GRANTEE shall provide the following Program services:

- a. Sheltering services shall operate twenty-four (24) hours per day, seven (7) days per week for up to seventy-two (72) adults in accordance with social distancing guidelines. Additional adults may be served if there is a need for an emergency activation due to community or environmental circumstances and only if COVID-19 safety restrictions are modified or lifted allowing for more bed capacity in the shelter. Written notification and collaboration between the City and GRANTEE shall be issued in the event of an emergency activation.
- b. Daytime shelter services shall be provided seven (7) days per week including bathroom access, shower access, access to electricity for charging electronic devices, and three meals per day.
- c. Daytime services provided shall include outreach services, referral services, a coordinated entry access point, case management, transportation, and temporary storage for personal belongings.
- d. All services provided shall follow COVID-19 protocols as determined by the Centers for Disease Control and the Spokane Regional Health District.

- e. Regular sweeps around the area of the Cannon Street Shelter location to remove trash or debris. Sweeps shall occur no less frequently than twice daily.

2) Goals and Performance Measures

Program performance measures are identified as follows:

CMIS Project Name(s):	To be determined
Population(s) Served:	Single Adults & Households without Minor Children
# of Beds in Inventory:	72

3) General Administration.

GRANTEE shall provide administrative services related to the planning and execution of all ESG-CV activities, including general management, oversight and coordination and training on ESG-CV requirements.

In the event of a conflict between 24 CFR 576, ESG-CV Program Guidelines, and the CITY Guidelines for Homeless Housing, Operations, and Services Grant, the ESG-CV Program Guidelines shall supersede the CITY Guidelines for Homeless Housing, Operations, and Services Grant.

Additionally the GRANTEE agrees to the following:

- a. Work with community resource providers to coordinate access on-site or virtually to employment services, housing services, mental health services, substance abuse services, and other identified resources during regularly scheduled times each week.
- b. Remain in contact and maintain good relationships with other shelter providers to refer those seeking shelter to other locations should usage or other needs require it.
- c. Maintain regular and good communication with neighbors including providing a 24-hour accessible representative who can resolve arising needs.
- d. Respond quickly to neighborhood concerns.
- e. Provide a point of contact for real-time shelter availability to help community officials direct those in need of services or sheltering.
- f. Provide participant data as specified in sections 8 (C) 4 and 8 (C) 5 of this agreement.

B. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the CITY's Guidelines for the Homeless Housing, Operations, and Services Grants.

C. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. 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 taken 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: PERIOD OF PERFORMANCE

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

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Operations	\$1,609,465
Facility Support	\$127,522
Administration	\$121,875
TOTAL	\$1,858,862

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

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts**

shall not be shifted between categories or programs without written approval by the CITY and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 8, paragraph G of this Agreement.

SECTION NO. 4: PAYMENT

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

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

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 or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- 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 HUD / CITY training and information meetings.

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

The GRANTEE shall not subaward any funds included in this Agreement.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with 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. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Parts 91 and 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants and Consolidated Plan Conforming Amendments), as applicable. The GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR Part 58 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The GRANTEE shall ensure screening, assessment, and referral of program participants is consistent with the Written Standards for providing ESG-CV Assistance, 24 CFR 576.400(d).

The GRANTEE shall provide housing stability case management when providing homelessness prevention or rapid re-housing assistance to a program participant, in accordance with 24 CFR 576.401(e).

The GRANTEE shall assist each program participant as needed to obtain the mainstream and other resources described in 24 CFR 576.401(d).

The GRANTEE shall ensure that data on all persons served and all activities assisted under the ESG-CV Program are entered into the HMIS in line with HUD's standards on participation, data collection, and reporting in accordance with 24 CFR 576.400(f).

The GRANTEE shall conduct an initial evaluation to determine the eligibility of each individual or family for ESG-CV assistance and the amount and types of assistance the individual or family need to regain stability in permanent housing in accordance with 24 CFR 576.401(a).

If a Program participant violates program requirements, the GRANTEE may terminate the assistance in accordance with a formal process established by the GRANTEE that recognizes the rights of the individuals affected in accordance with 24 CFR 576.402.

The GRANTEE certifies that shelters and housing supported by ESG-CV funds and used by ESG-CV beneficiaries will conform to 24 CFR 576.403.

The GRANTEE certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG-CV program, and in providing services for occupants of these facilities in accordance with 24 CFR 576.405 and 42 USC 11375(d).

B. “INDEPENDENT CONTRACTOR”.

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

C. HOLD HARMLESS.

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

D. WORKERS’ COMPENSATION.

The GRANTEE shall provide statutorily sufficient Workers’ Compensation Insurance coverage for all subject employees involved in the performance of this Agreement in accordance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

E. 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.

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.

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

F. CITY RECOGNITION.

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

G. AMENDMENTS/MODIFICATIONS.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

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

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. 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.

G. DEBARMENT AND SUSPENSION.

The GRANTEE has provided its certification using the form provided by the CITY as Attachment A that 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.

F. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006.

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

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

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

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

2) Cost Principles

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

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. In general;
- b. Homeless status and At risk of homelessness status;
- c. Determinations of ineligibility;
- d. Annual income;
- e. Program participant records;
- f. Centralized or coordinated assessment system and procedures;

- g. Rental assistance agreements and payments
- h. Utility Allowance;
- i. Shelter and housing standards;
- j. Emergency shelter facilities;
- k. Services and assistance provided;
- l. Coordination with Continuum(s) of Care and other programs;
- m. HMIS;
- n. Matching;
- o. Conflicts of interest;
- p. Homeless participation;
- q. Faith-based activities;
- r. Other Federal requirements;
- s. Relocation;
- t. Financial records;
- u. Subrecipient and contractors;
- v. Other records specified by HUD;
- w. Confidentiality;
- x. Period of record retention;
- y. Access to records; and
- z. Reports

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 five (5) years in accordance with 24 CFR 576.500. 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 five-year period,

then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) Client Data

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

4) Disclosure

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

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information, and Personally Identifiable Information (PII) 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 of Confidential Information. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY

reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

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

6) Audits & Inspections

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

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

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative

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

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

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

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

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

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly utilizing the Program Income Report form included in Attachment B on all program income (as defined at 24 CFR 576.2) generated by activities carried out with ESG-CV funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 576.201(f) and 24 CFR 576.407(c). By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 576.109.

3) Payment Procedures

The CITY shall pay the GRANTEE only for actual incurred costs upon presentation of accurate and complete 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 payment by GRANTEE shall be submitted no more than twice per month (unless prior written approval by CITY is obtained by GRANTEE) within 5 days after the close of the pay period using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the payment request shall be submitted on or before the 8th of January and for expenses incurred during the month of June, the payment request shall be submitted on or before the 8th of July. In conjunction with each payment request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source. **GRANTEE shall submit payment 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. Payment Requests

GRANTEE shall submit the billing form and a true payroll summary report to the CITY's Contract Representative within five (5) days of the close of the pay period. Failure of the GRANTEE to submit the payment request within five (5) days post pay period close shall result in a delayed payment from the CITY and in such event, CITY cannot guarantee payment shall be received by GRANTEE in time to issue funds for pay day. Proof of expenditure, including a copy of the general ledger report and time and effort tracking, shall be submitted to and accepted by the CITY's Contract Representative before a subsequent payment can be requested by the GRANTEE. Requests for payment shall not exceed the amount as outlined in Section 3 of this Agreement.

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.

4) Community Management Information System (CMIS)

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

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

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than**

monthly on or before the 5th day of each month. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

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

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.

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

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

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

5) Nightly Reporting

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

5) Inventory Reports

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

6) 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, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

D. PROCUREMENT.

1) Compliance

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

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

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

2) Travel

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

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 Subpart D and 24 CFR 576.407.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

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

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

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR Part 1 and 24 CFR 5 Subpart A. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Section 504

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

B. AFFIRMATIVE ACTION.

1) Approved Plan

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

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

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

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

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

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

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

6) Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

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

2) Labor Standards

a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction,

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

3) “Section 3” Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. CONDUCT.

1) Assignability

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

2) Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3) Hatch Act

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

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 576.404, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-CV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-CV assisted activity, or with respect to the proceeds from the ESG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Organizational Conflicts of Interest

The provision of any type or amount of ESG-CV assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary or the subrecipient, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103. Recipients and subrecipients must also maintain written standards of conduct covering organizational conflicts of interest required under 2 CFR 200.318.

6) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7) Copyright

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

8) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

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

9) 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.

10) 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.

11) 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.

SECTION NO. 10: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

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

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

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

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

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.403, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-CV assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

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

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

SECTION NO. 11: SEVERABILITY

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

SECTION NO. 12: 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. 13: WAIVER

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

SECTION NO. 14: ENTIRE AGREEMENT

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

SECTION NO. 13: CONSTRUUAL

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.

THE GUARDIANS FOUNDATION, INC.

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DRAFT

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 A - 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

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.

 City of Spokane Grantee Billing Form WA STATE DEPT. OF COMMERCE EMERGENCY SOLUTIONS GRANT- CORONAVIRUS		City Clerk #		
		Vendor ID #		048600
		FMS Acct #		1540-95591-65410-54201-99999
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
The Guardians Foundation, Inc. 115 N Stone St Spokane, WA 99202				
		Grantee Certification		
Project/Program:	Cannon Street Shelter	By:		
Award Number:	20-4613C-125	(SIGN IN INK)		
National Objective:	N/A	(TITLE) (DATE)		
Eligibility Code:	N/A			
IDIS Activity ID:	N/A	(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	10/1/2021 - 6/30/2022	Billing date:		
Indirect Cost Rate:	10% MTDC	Expense Period:		
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
EXPENSE Categories:				
OPERATIONS				
Salaries and Benefits	\$ 968,760.00	\$ -	\$ -	\$ 968,760.00
Supplies	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Meals	\$ 200,880.00	\$ -	\$ -	\$ 200,880.00
Office Space	\$ 6,617.00	\$ -	\$ -	\$ 6,617.00
Office Utilities	\$ 3,780.00	\$ -	\$ -	\$ 3,780.00
Training	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00
Transportation	\$ 5,040.00	\$ -	\$ -	\$ 5,040.00
Insurance	\$ 2,438.00	\$ -	\$ -	\$ 2,438.00
Direct Client Assist. (Essential Needs)	\$ 15,750.00	\$ -	\$ -	\$ 15,750.00
Security	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00
Laundry	\$ 285,000.00	\$ -	\$ -	\$ 285,000.00
<i>SUBTOTAL</i>	\$ 1,609,465.00	\$ -	\$ -	\$ 1,609,465.00
FACILITY SUPPORT				
Maintenance	\$ 13,472.00	\$ -	\$ -	\$ 13,472.00
Security Equipment	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
Supplies	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Equipment	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Facility Specific Insurance	\$ 800.00	\$ -	\$ -	\$ 800.00
Portable restrooms & handwash stations	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00
Utilities, Internet, & Telephones	\$ 56,250.00	\$ -	\$ -	\$ 56,250.00
<i>SUBTOTAL</i>	\$ 127,522.00	\$ -	\$ -	\$ 127,522.00
ADMINISTRATION				
Administration	\$ 112,500.00	\$ -	\$ -	\$ 112,500.00
Indirect Costs	\$ 9,375.00	\$ -	\$ -	\$ 9,375.00
<i>SUBTOTAL</i>	\$ 121,875.00	\$ -	\$ -	\$ 121,875.00
GRAND TOTAL	\$ 1,858,862.00	\$ -	\$ -	\$ 1,858,862.00
Contract Amount (auto populated)		\$ 1,858,862.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 1,858,862.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

Payee Expense Report

Organization:	The Guardians Foundation	Grant #:	20-4613C-125	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

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

Staff Expense Report

Organization:	The Guardians Foundation	Grant #:	20-4613C-125	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					\$ -	\$ -	\$ -	\$ -

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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

OPR 2021-0634

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

TERI STRIPES 625-6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT – MILLENNIUM MONROE

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Millennium Monroe, LLC for the construction of 78 housing units at Parcel Number(s) 35073.1212, commonly known as 2002 N Monroe St.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

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

UE 9/13/21

Division Director

BECKER, KRIS

Council Sponsor

CM Mumm & CM

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

tstripes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

lmeuler@spokanecity.org

tblack@spokanecity.org

jgallina@millenniumnw.com

sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Staff has determined that the Millennium Monroe Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC 08.15.090 to those who are income qualified as low-moderate-income household per SMC 08.15.020 earning no more than 115% of Area Median Income (AMI) and paying no more that 30% of their monthly income for rent.

Fiscal Impact		<u>Budget Account</u>
Select	\$	#
Select	\$	#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	MFTE Conditional Agreement – Millennium Monroe
Date:	September 16, 2021
Contact (email & phone):	Teri Stripes (tstripes@spokanecity.org , 625-6597)
City Council Sponsor:	Council Members Mumm and Stratton
Executive Sponsor:	Louis Meuler (lmeuler@spokanecity.org , 625-6096)
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>SMC 08.15 Multi- Family Housing Property Tax Exemption</p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. <p>Comprehensive Plan Land Use Policies:</p> <p>LU 1.4 Higher Density Residential Uses</p> <p>LU 3.5 Mix of Uses in Centers</p> <p>LU 4.2 Land Uses That Support Travel Options and Active Transportation</p> <p>LU 4.6 Transit-Supported Development</p> <p>Comprehensive Plan Housing Policies:</p> <p>H 1.9 Mixed-Income Housing</p> <p>H 1.4 Use of Existing Infrastructure</p> <p>H 1.10 Lower-Income Housing Development Incentives</p> <p>H 1.11 Access to Transportation</p> <p>H 1.18 Distribution of Housing Options</p> <p>Comprehensive Plan Economic Development Policies:</p> <p>ED 2.4 Mixed-Use</p> <p>ED 7.4 Tax Incentives for Land Improvement</p>
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement
Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax	

exemption. SMC [08.15](#) Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Staff has determined that the Millennium Monroe Conditional application meets the Project Eligibility defined in SMC [08.15.040](#) and is located in a previously adopted Residential Target Areas identified in SMC [08.15.030](#).

Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC [08.15.090](#) to those who are income qualified as a low to moderate-income household per SMC [08.15.020](#) earning 80-115% of Area Median Income (AMI).

This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Executive Summary:

- Applicant applying for a Conditional MFTE Contract for **78 units**, at 2002 N MONROE ST.
- Property is zoned **CC2-DC**, Centers/Corridors 2, Pedestrian Enhanced/Auto Accommodating, District Center or Corridor, 55 ft height limit; the proposed use is allowed.
- Located in the Emerson/Garfield neighborhood.

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

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

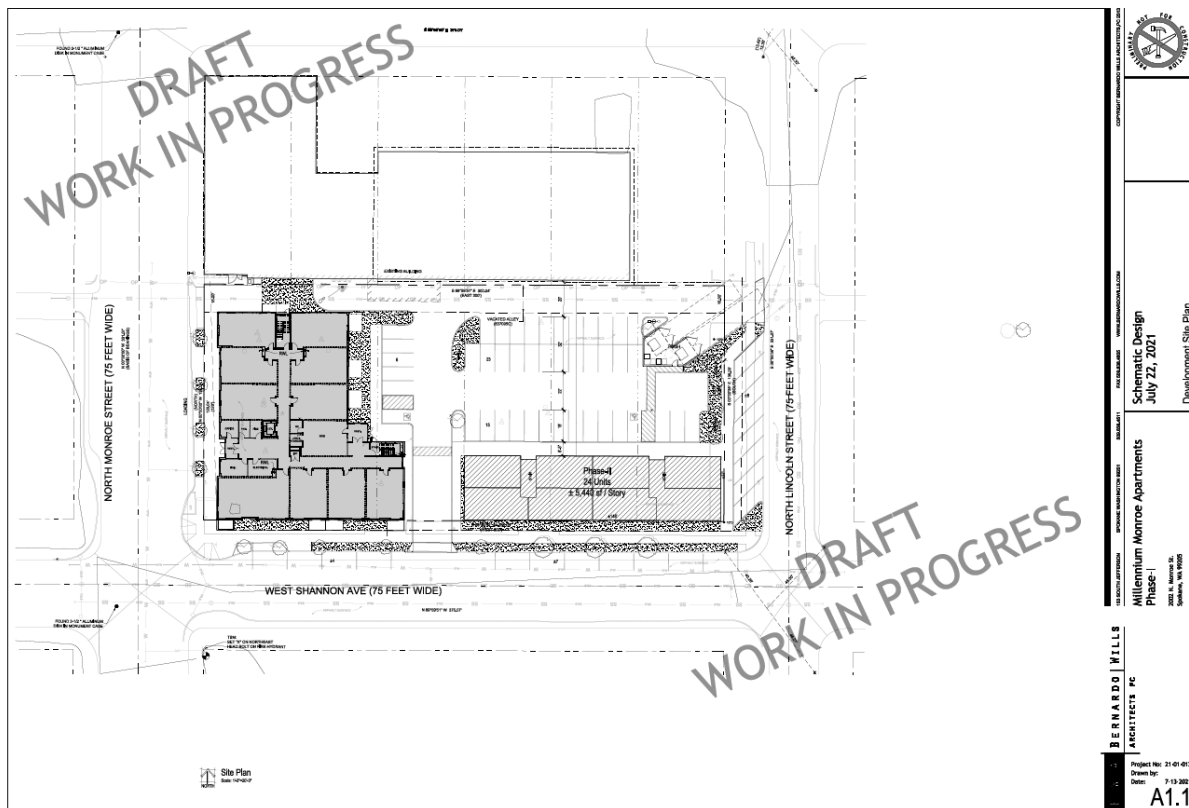
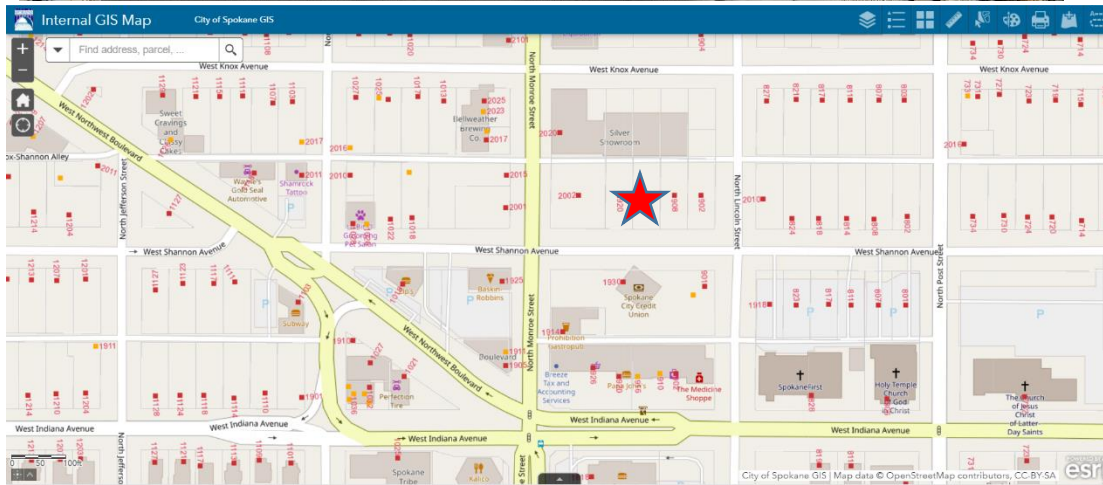
Specify changes required:

Known challenges/barriers:

Tax Exemption Information:

2021 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Millennium Monroe	
Number of units in the project	78
*Average Property Value Exempt per unit	\$128,300
Annual City Property Tax forgone per unit	\$522
Estimated Property Tax saved per project annually	\$118,107
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$1,417,281
Estimated City Tax forgone per year	\$40,737
Estimated City Tax forgone during the term of exemption	\$488,842
Once a project has met programmatic criteria the owner can expect to save approximately \$1,180 on their tax bill for every \$100,000 of Exempt Assessed Value on the housing	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2021 Property value assessments.	

Site & Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and MILLENNIUM MONROE LLC, as "Owner/Taxpayer" whose business address is 718 W 18TH AVE, SPOKANE, WA 99203.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

7-25-43: MOORE'S ADDITION LOTS 7 THROUGH 12, BLOCK 12,
TOGETHER WITH THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF
AND ADJACENT TO.

Assessor's Parcel Number(s) 35073.1212, commonly known as 2002 N
MONROE ST.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 78 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021.

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

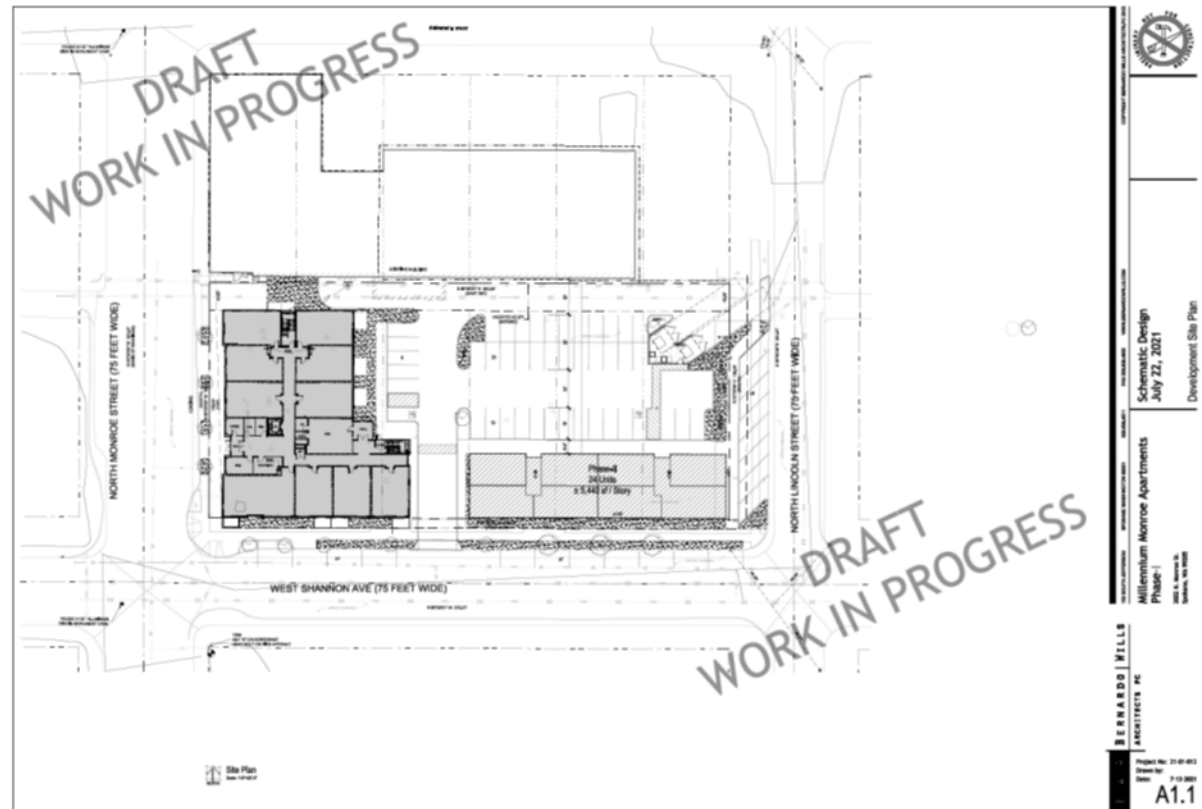


Millennium Monroe 2002 N MONROE ST

- New 78 units
- Construction Costs Estimate \$15M
- 12-year Exemption – 20% of units are household income restricted to low-moderate incomes
- Estimated Foregone Revenue yearly: \$40,737 – \$522/unit
 - Total term: \$489k
- Emerson/Garfield
- Centers/Corridors 2, Pedestrian Enhanced/Auto Accommodating, Zoning

2021 Multi-Family Tax Exemption MFTE Property Tax Calculator	
Project Name: Millennium Monroe	
Current Property Value	\$345,600
Number of units in the project	78
*Average Property Value Exempt per unit	\$128,300
Annual City Property Tax forgone per unit	\$522
Estimated Property Tax saved per project annually	\$118,107
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$1,417,281
Estimated City Tax forgone per year	\$40,737
Estimated City Tax forgone during the term of exemption	\$488,842
Estimated Taxable Property Value at the end of the exemption	\$19,000,000
Estimated Property Tax post exemption	
Annual estimate based on 2021 Total Tax Rate 11.85	\$224,200
Annual estimate based on 2021 City Tax Rate 4.07	\$77,330
Once a project has met programmatic criteria the owner can expect to save approximately \$1,180 on their tax bill for every \$100,000 of Exempt Assessed Value on the housing	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2021 Property value assessments.	

Site & Plan



SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)

- A. The purposes of this chapter are to:
1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
 3. increase the supply of mixed-income multifamily housing opportunities within the City;
 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
 5. promote community development, neighborhood revitalization, and availability of affordable housing;
 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
 7. encourage additional housing in areas that are consistent with planning for public transit systems.

City of Spokane 12 Year MFTE Qualifying Incomes & Rents 2021

Income Levels	AMI %	1 Person Household			2 Persons Household			3 Persons Household			4 Persons Household			5 Persons Household		
		Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max
2021 Spokane's MFTE Moderate	(115% AMI)	62,100	5,175	1,553	70,955	5,913	1,774	79,810	6,651	1,995	88,665	7,389	2,217	95,795	7,983	2,395
AREA MEDIAN INCOME (AMI)	(100% AMI)	54,000	4,500	1,350	61,700	5,142	1,543	69,400	5,783	1,735	77,100	6,425	1,928	83,300	6,942	2,083
LOW-INCOME	(80% AMI)	43,200	3,600	1,080	49,400	4,117	1,235	55,550	4,629	1,389	61,700	5,142	1,543	66,650	5,554	1,666
VERY LOW-INCOME	(50% AMI)	27,000	2,250	675	30,850	2,571	771	34,700	2,892	868	38,550	3,213	964	41,650	3,471	1,041
EXTREMELY LOW-INCOME	(30% AMI)	16,250	1,354	406	18,550	1,546	464	20,850	1,738	521	23,150	1,929	579	25,050	2,088	626

If you are renting to a household with a monthly income lower than (115% AMI) the monthly rent needs to be no more than the maximum defined by RCW 84.14.010 -- Affordable housing, means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income. We have provide other AMI thresholds to help you determine the appropriate rent maximum for the household's income.

Income Levels	AMI %	6 Persons Household			7 Persons Household			8 Persons Household			9 Persons Household		
		Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max	Annual Income	Monthly Income Limit	Monthly Rent Max
2021 Spokane's MFTE Moderate	(115% AMI)	102,925	8,577	2,573	110,055	9,171	2,751	117,070	9,756	2,927	124,131	10,344	3,103
AREA MEDIAN INCOME	(100% AMI)	89,500	7,458	2,238	95,700	7,975	2,393	101,800	8,483	2,545	107,940	8,995	2,699
LOW-INCOME	(80% AMI)	71,600	5,967	1,790	76,550	6,379	1,914	81,450	6,788	2,036	86,350	7,196	2,159
VERY LOW-INCOME	(50% AMI)	44,750	3,729	1,119	47,850	3,988	1,196	50,900	4,242	1,273	53,970	4,498	1,349
EXTREMELY LOW-INCOME	(30% AMI)	26,900	2,242	673	28,750	2,396	719	30,600	2,550	765	32,410	2,701	810

Notes:

Table derived from the SPOKANE COUNTY 2021 HOME and AHTF PROGRAM INCOME AND RENT LIMITS & 2021 Rent Formulas

Spokane Avg rental rate is \$1,191. The average size for a Spokane, WA apartment is 892 square feet, but this number varies greatly depending on apartment type. Studio apartments are the smallest and most affordable, 1-bedroom apartments are closer to the average, while 2-bedroom apartments and 3-bedroom apartments offer a more generous square footage. <https://www.rentcafe.com/average-rent-market-trends/us/wa/spokane/>

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

09/27/2021

Date Rec'd

9/16/2021

Clerk's File #

OPR 2021-0635

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

SBO

Submitting Dept

POLICE

Contact Name/Phone

ERIC OLSEN 509-835-4505

Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1620 - FY21 HIGH PRIORITY CMV GRANT PROGRAM

Agenda Wording

Accept funding from the U.S. Department of Transportation's Federal Motor Carrier Safety Administration FY2021 High Priority-Commercial Motor Vehicle Grant Program. Total grant award \$187,382 with 15% being City match(\$159,294-Grant/\$28,088-City).

Summary (Background)

The Spokane Police Department will use the funds to reduce unsafe driving of both the commercial vehicle and passenger vehicles in areas identified as high crash areas in the City of Spokane. The increased enforcement emphasis will reduce aggressive driving and decrease collisions between passenger vehicles and commercial vehicles. Grant award period 8/1/21-9/30/23.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Revenue \$ 159,294

Expense \$ 159,294

Expense \$ 28,088

Select \$

Budget Account

1620-91792-99999-33120-99999

1620-91792-21700-VARIOUS

0680-91792-21700-VARIOUS

#

Approvals**Dept Head**

OLSEN, ERIC

Division Director

OLSEN, ERIC

Finance

SCHMITT, KEVIN

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**PSCHC Meeting
03/01/2021**Council Sponsor**

Councilmember Kinnear

Distribution List

SPDFINANCE@SPOKANECITY.ORG

jgoldman@spokanepolice.org

tfuller@spokanepolice.org

Additional Approvals**Purchasing****GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Briefing Paper

Public Safety Meeting March 2021

Division & Department:	Spokane Police Department
Subject:	HP-CMV-HP High Priority Program – Commercial Vehicle FY21 Grant FMCSA-DOT 20.237
Date:	2/15/21
Contact (email & phone):	Sgt. Teresa Fuller 835-4587
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & City Council
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	March 2021
Outcome: (deliverables, delivery duties, milestones to meet)	<p><u>Action</u></p> <p>Apply for HP-CMV FMCSA-DOT 20.237 FY21 Safety Grant.</p> <p><u>Funding</u></p> <p>Projected amount to apply will be projected/approximate amount of \$187,406.00 (Federal Amount 85% (\$159,295.00 & Non-Federal Amt \$28,111.00).</p>
<u>Background/History:</u>	
<p>The SPD Traffic Unit will be applying for the highly competitive HP-CMV-HP High Priority Program Commercial Vehicle FMCSA-DOT 20.237 FY21 grant. In an effort to continue to reduce unsafe driving of both Commercial Motor Vehicles and Passenger vehicles in areas identified as high crash areas with the City of Spokane. Funding for this grant may be used for overtime for cmv enforcement emphasis, inspections, education, stats, analysis and other additional reporting requirements.</p>	
<u>Executive Summary:</u>	
<p>The goal of the grant is to reduce unsafe driving of both the commercial vehicle and passenger vehicles in areas identified as high crash areas in the City of Spokane. The increased enforcement emphasis will reduce aggressive driving and decrease collisions between passenger vehicles and commercial vehicles.</p>	
<u>Budget Impact:</u>	
<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

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

85% of approved budget will come from HP-CMV FMCSA-DOT FY21 with the grant requiring a match of 15% paid out of the general fund.

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:



U.S Department of Transportation

**Federal Motor Carrier Safety
Administration**

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

City of Spokane

808 W Spokane Falls Blvd

Spokane, WA 99201-3333

2. AGREEMENT NUMBER: 69A3602140647MHP0WA

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 08/01/2021 TO 09/30/2023

5. FEDERAL FUNDING PERIOD: FROM 08/01/2021 TO 09/30/2023

1A. IRS/VENDOR NO. 916001280

1B. DUNS NO. 115528189

6. ACTION New

7. CFDA#: 20.237

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

FY 2021 High Priority-Commercial Motor Vehicle (HP-CMV) Grant
Program

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

159,294.00

28,088.00

187,382.00

11. TOTAL AGREEMENT

159,294.00

28,088.00

187,382.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

FMCSA Financial Assistance Agreement General Terms and Conditions, Recipient project narrative and indirect cost rate agreement (if applicable) are incorporated by reference unless/except as noted below.

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

HP 49 U.S.C. §§ 31102(l)(3), 31104 (2016), as amended by the Fixing America's Surface Transportation Act, Pub. L. No. § 114-94, §§ 5101(a) and 5101(c) (2015), and extended by the Consolidated Appropriations Act, 2021, Pub. Law No. 116-159.

14. REMARKS

See Award Conditions.

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Mr. Kevin Schmitt

Accountant

17. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Electronically Signed

16A. DATE

09/09/2021

18. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: M600000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

FM-MHP-0566-21-01-00

17X05721MH

2021

0905710MHP

159,294.00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/01/2021	09/30/2021	Quarterly	10/30/2021
10/01/2021	12/31/2021	Quarterly	01/30/2022
01/01/2022	03/31/2022	Quarterly	04/30/2022
04/01/2022	06/30/2022	Quarterly	07/30/2022
07/01/2022	09/30/2022	Quarterly	10/30/2022
10/01/2022	12/31/2022	Quarterly	01/30/2023
01/01/2023	03/31/2023	Quarterly	04/30/2023
04/01/2023	06/30/2023	Quarterly	07/30/2023
07/01/2023	09/30/2023	Final	12/29/2023

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/01/2021	09/30/2021	Quarterly	10/30/2021
10/01/2021	12/31/2021	Quarterly	01/30/2022
01/01/2022	03/31/2022	Quarterly	04/30/2022
04/01/2022	06/30/2022	Quarterly	07/30/2022
07/01/2022	09/30/2022	Quarterly	10/30/2022
10/01/2022	12/31/2022	Quarterly	01/30/2023
01/01/2023	03/31/2023	Quarterly	04/30/2023
04/01/2023	06/30/2023	Quarterly	07/30/2023
07/01/2023	09/30/2023	Final	01/28/2024

AWARD CONDITIONS

1. This Notice of Grant Award (NGA) is to award the Recipient with the total award amount authorized in Block 11 to implement the FY 2021 High Priority Grant Program.

The FMCSA approves the total project plan, line item budget and budget narrative as requested in the original application. The FY 2021 total recommended amount is \$187,382 (Federal award = \$159,294 / State match = \$28,088).

If the recipient is requesting indirect costs, the recipient may not request these costs for reimbursement until it has submitted a current approved indirect cost rate agreement to the FMCSA Division Office, and the GMO mailbox below:

FMCSAWSCGMOHelpDesk@dot.gov

The recipient and any sub-recipient must also comply with the applicable FMCSA general terms and conditions attached to this NGA. Failure to comply with the terms and conditions attached and any additional provisions directly reflected in this NGA may result in enforcement actions as outlined in 2 CFR §§ 200.338 and 200.339.

AWARD ATTACHMENTS

City of Spokane

69A3602140647MHP0WA

1. Standard Term and Conditions

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
FINANCIAL ASSISTANCE AGREEMENT GENERAL TERMS AND CONDITIONS

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration's (FMCSA) authorizing legislation, The Fixing America's Surface Transportation Act [FAST Act], Pub. L.No. 114-94, §5101 (2015) granted FMCSA contract authority. As codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the Recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding "(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. chapters 311 and 313 (2016), as applicable and denoted in the Notice of Grant Agreement; (2) FAST Act, Pub. L. No. 114-94, §§ 5101 and 5104 (2015), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations; (4) the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200); and (5) the Federal Grant and Cooperative Agreement Act of 1977.

For all Federal awards, compliance with statutory and national policy requirements also includes the provisions of the Federal Funding and Accountability Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity, codified at 2 C.F.R. part 25 and 2 C.F.R. part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. §§ 2324 and 2409 and 41 U.S.C. §§ 4304, 4310, and 4712.

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all Subrecipient agreements and third-party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law;

however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients.

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments including 2 C.F.R. § 200.317. All other non-federal entities, including Subrecipients of a State, will follow 2 C.F.R. § 200.318, General procurement standards, through § 200.326, Contract provision, as well as the Standards for Financial and Program Management, at §§ 200.300 through 200.309.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards.

Subaward means an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity.

Pass-through entity means a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 C.F.R. §§ 200.330, 200.331, 200.332, and 200.505.

f. Prohibition Against Transferring An Award.

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of subawarding to a Subrecipient is not considered as the subrogation of the Recipient's award.

Section 5. Internal Controls. The Recipient must:

- a.** Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- b.** Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- c.** Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;
- d.** Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- e.** Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, Subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or Subrecipients or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be

involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. The employee, officer, board member, or agent;
- ii. Any member of his or her immediate family;
- iii. His or her partner; or
- iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or Subrecipient or impair the contractor's or Subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement, the Recipient declares that it is in compliance with 31 U.S.C. § 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant.

Recipients of subawards in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and

Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting (Federal Standards).

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 C.F.R. §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:

- a. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
- b. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

Section 12. Notification of Third Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third-party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. part 26) in carrying out the Project.

Section 14. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final Federal financial report is submitted (form SF-425), the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 C.F.R. § 200.336.

Section 15. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501.

c. Other Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501 to:

The Federal Audit Clearinghouse Bureau of the Census
1201 East 10 Street,
Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 C.F.R. § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project. The Recipient agrees to require each Subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 16. Responsibility for Reporting Fraudulent Activity, Waste, and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week at <https://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 17. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable if prior approval is not required and costs are

incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior , written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; or (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples include: increased cost of equipment purchased; subawarding, transferring or contracting out of any work under a Federal award not included in the original approved budget; or a first-time request to recover indirect costs.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget if such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302. Consistent with the provisions of 2 C.F.R. § 200.305, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received because the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members.

All costs charged to the Project, including any approved services contributed by the Recipient

or others, shall be supported by properly executed payroll documents, time and attendance records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All match expenditures shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other financial documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 18. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of approved costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must be in compliance with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers, 31 C.F.R. part 205. To receive a Federal assistance payment, the Recipient must:

- i.** Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - A.** To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - B.** To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii.** Have submitted to FMCSA all financial and progress reports required to date under this Agreement;
- iii.** Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and
- iv.** Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for DOT Financial Assistance Awardees.

Subject to the requirements in 2 C.F.R. § 200.305, payments will be made after receipt of required FMC SA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

i. Grant Recipient Requirements.

- A.** Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.
- B.** Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

ii. System User Requirements.

- A.** Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
- B.** The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-1 00
PO Box 25710
Oklahoma City, OK 73125.

- C.** The DOT will validate the form and email a user ID and password to the Recipient. The Recipient should contact the FMCSA grants management office with changes to their system information.

- D.** Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website:

<https://www.transportation.gov/cfo/delphi-einvoicing-system>

E. Waivers.

DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT elnvoicing website <https://www.transportation.gov/cfo/delphi-einvoicing-system> or by contacting FMCSA.

Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA. If the reimbursement method is used, the Recipient agrees to:

- i.** Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
- ii.** Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
- iii.** Possess and maintain a current DUNs number and entity registration with the System for Award Management (www.sam.gov).

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is in compliance with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse approved costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its Subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 C.F.R. § 200.305(b)(5) State, local government, nonprofit organizations and Indian tribal Recipients and Subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on

such funds before requesting additional cash reimbursements.

f. Reimbursable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

- i.** Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
- ii.** Be necessary to accomplish the Project;
- iii.** Be reasonable for the goods or services purchased;
- iv.** Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
- v.** Be incurred (and be for work performed) after the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received in writing (pre-award costs);
- vi.** Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 - A.** For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200, subpart E; and
 - B.** For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulations, 48 C.F.R. part 31.2, "Contracts with Commercial Organizations" apply.
- vii.** Be satisfactorily documented; and
- viii.** Be treated uniformly and consistently as non-Federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its Subrecipients and contractors.

g. Indirect Costs.

If indirect costs are included in the approved budget, the Recipient may not request these costs for reimbursement absent a current approved indirect cost rate agreement submitted to the FMCSA Division Office, and included as part of the official grant record.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the Recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time

As described in 2 C.F.R. § 200.403, factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double-charged or inconsistently charged as both. Except as provided above, if a Recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The Recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until an approved rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at an approved rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

The Recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting funding from direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate will require an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency for indirect costs may allow for a one-time extension of the current indirect cost rate of up to four years without further negotiation of a federally approved indirect cost rate. If the cognizant agency permits any one-time extension, the Recipient is locked in with that indirect cost rate until the end of the approved extension.

h. Pre-Award Costs. A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i.** The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;
- ii.** The costs are necessary to conduct the project; and
- iii.** The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. § 200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal Law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred with or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds based on a later audit or other review. Unless prohibited by law,

FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 19. Program Income.

Recipient agrees to comply with the regulations relating to program income, located at 2 C.F.R. §§ 200.305(b)(5) and 200.307 for State, local government, Indian tribal recipients, and non-profit organizations, and their Subrecipients.

Program income means gross income earned by the Recipient, Subrecipient, or contractor under a grant that is directly generated by a grant-supported activity or earned because of the award during the award period. "During the grant period " is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 C.F.R. § 200.307 (c), Governmental revenues, taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Recipients agree to use the Program income in accordance with 2 C.F.R. §§ 200.305(b)(5) 200.307 for State, local government, nonprofit organizations and Indian tribal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1 -March 31, April 1-June 30, July 1- September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i.** An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii.** A description of any technical and/or cost problem(s) encountered or anticipated

that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;

- iii. An outline of work and activities planned for the next reporting period; and
- iv. A status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1) copy to the respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF-425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. If the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 21. Non-Discrimination.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324, et seq.), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation

- regulations at 49 C.F.R. parts 37 and 38;
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.";
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
 - Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 Stat. 252), which prohibits discrimination in employment on basis of race, color, national origin, religion, or disability, as implemented by 29 C.F.R. § 1601.1, et seq.
 - The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 22. Executive Order on Equal Opportunity Related to Contracts.

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 C.F.R. part 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. § 1607, and the Affirmative Action Guidelines, 29 C.F.R. § 1608. The applicant/Recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

a. General.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 C.F.R. §§ 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards detailed in 2 C.F.R. §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

b. Use of Project Property.

- i.** The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State Recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State Recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.
- ii.** The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

c. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

e. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

f. Encumbrance of Project Property.

- i. The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.
- ii. The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

A. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, subaward, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

B. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third-party with respect to Project property.

C. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

- D.** The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

g. Transfer of Project Property.

- i.** The State Recipient agrees to transfer Project property in accordance with State law and procedures.
- ii.** The Non-State Recipient understands and agrees as follows:

A. Transfers.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

B. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

h. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document.

Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

i. Disposition of Project Property.

- i.** The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.
- ii.** The Non-State Recipient agrees to dispose of Project property as follows:

- A. With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.
- B. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
- C. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
- D. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
- E. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 - 1. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

2. **Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. part 24, or by straight line depreciation, whichever is greater.
3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

j. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

k. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

l. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. part 173, in connection with the transportation of any hazardous materials.

m. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

n. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 25. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. § 3145 and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) regarding labor standards for federally-assisted construction sub-agreements.

Section 26. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 27. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a Recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the Recipient, third-party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third-party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i.** Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may

ii. As authorized by 2 C.F.R. § 200.315(b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- A.** Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and
- B.** Any rights of copyright to which a Recipient, Subrecipient, or a third-party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, Subrecipient, third-party contractor, or third-party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out

under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

- vii. Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

- i. An acknowledgment of FMCSA support and a disclaimer must appear in any Recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated (fill-in appropriate identification of grant/cooperative agreement);"

- ii. All Recipient publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

- iii. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 28. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. §§ 701 et seq.) and implementing regulations (49 C.F.R. part 32), which require, in part, that Recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 29. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires Recipient organization personnel to have unsupervised physical access to a federally controlled facility for

more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, Subrecipient, or contractor under this Agreement, the Recipient shall provide and shall require its Subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, Subrecipient, or subcontractor.

Section 31. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement.

The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The Recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not

invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled.

However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or maintenance of effort (MOE) levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF-425, Federal Financial Report, a certification or summary of Project expenses, and third-party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA Federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 C.F.R. § 200.16, occurs when all required Project work and all administrative procedures described in 2 C.F.R. § 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund amount. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the Recipient to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant Recipient, to carry out each party's responsibility under this agreement and project plan, shall not be released by the Recipient to any third-party without the written permission of FMCSA.

Recipient shall ensure that all its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801- 3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, Subrecipients, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA related data.

Section 39. Adaptability to Climate Changes.

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that Innovative Technology Deployment (ITD) activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and commercial motor vehicle information and systems architectures and available standards and promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing ITD capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short-Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic

information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier Subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non-Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

Section 42. Executive Order 13513.

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct, and Recipient understands that any false statements made as part of these certifications can be prosecuted.



Agenda Sheet for City Council Meeting of:
08/30/2021

Date Rec'd	8/16/2021
Clerk's File #	ORD C36098
Renews #	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI X6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1620 - SBO FOR POLICE REFORM STATE FUNDING		

Agenda Wording

SBO to Receive and Appropriate Legislation Implementation Funds.

Summary (Background)

The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 889,807	<u>Budget Account</u>	# 1620-99138-99999-33604-99999
Expense	\$ 889,807		# 1620-99138-21250-53502-99999
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	LUNDGREN, JUSTIN
<u>Division Director</u>	LUNDGREN, JUSTIN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	F&A 8-16-2021
<u>Council Sponsor</u>	CM Wilkerson
<u>Distribution List</u>	
	bwilkerson@spokanecity.org; mcarlos@spokanecity.org
	twallace@spokanecity.org; pingiosi@spokanecity.org
	ablain@spokanecity.org; ddaniels@spokanecity.org

Additional Approvals

<u>Purchasing</u>		
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL	

Briefing Paper

Finance and Administration

Division & Department:	Spokane Police Department
Subject:	SBO for Police Reform State Funding
Date:	08/16/2021
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	
Outcome:	SBO to Receive and Appropriate Legislation Implementation Funds
Background/History: The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.	
Executive Summary: The City of Spokane received approximately \$890,000 from the state to assist with those one-time costs. Beginning September 1, 2021, the Spokane police department will report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Reclassify current expenses Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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: Known challenges/barriers:	

ORDINANCE NO C36098

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 various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

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

- (1) Increase revenue by \$889,807.
 - (A) \$889,807 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.
- (2) Increase expenditures by \$889,807.
 - (A) The increased expenditure appropriation will be spent solely for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021. Beginning September 1, 2021, the department shall report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to receive and appropriate funding from the state for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021, 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



SPOKANE POLICE DEPARTMENT

CHIEF OF POLICE

CRAIG N. MEIDL

To: CFO Tonya Wallace and Members of the Spokane City Council
From: Asst. Chief Lundgren
Date: August 12, 2021
RE: Police Reform Cost Plan and Spending

Members of the SPD Senior Staff leadership team have begun assessing the financial impacts of the recent Washington State Reform laws. Department leadership is actively gathering input from members of the organization on those one-time costs that will be most effective in carrying out and implementing the legislation. The preliminary list of expenditure categories below were identified as being the most impactful to a successful implementation.

SAFETY EQUIPMENT

The legislation emphasizes the requirement to slow down tactical situations and provide prolonged periods of time as an alternative to using force. This includes additional time to communicate and tactically reposition officers and equipment when necessary if it will reduce the need for force. To be most successful in these scenarios, the SPD will procure additional safety equipment for use by officers to minimize the risk to officer's while facilitating additional interaction time. The SPD is in the process of adding 75 personal ballistic shields to patrol vehicles to have them available to officers on every call where they are needed.

LESS LETHAL TOOLS

The use of less lethal tools is encouraged in the legislation as a way to reduce the amount of force used in police citizen interactions. The SPD plans to purchase additional systems and to increase the number of less lethal tools available to patrol officers in the field to ensure their availability. By increasing the variety and quantity of less lethal systems available in patrol vehicles, officers will have additional deployment options to safely end force situations with minimal force. The SPD is in the process of acquiring 100 additional pneumatic Pepperball launching systems.

TRAINING

Department training will be an important component of the implementation. Department employees must be instructed in the content and implementation of the reforms to include changes to department policies and procedures. Further, specialized training will be necessary to build and enhance the skills necessary to implement the changes. Training may include



additional sessions of in-service training, hosting training provided by third parties, and sending officers and trainers to outside training or train-the-trainer sessions.

RECRUITING

SPD plans to expend funding to assist with recruiting additional officers. It is increasingly critical that SPD attract and hire the most qualified and diverse police applicants available. Expanding our recruiting efforts outside of the immediate area will involve travel, advertising, dedicated follow up with applicants, and potentially other costs. These efforts will assist us to attract the quantity and quality of personnel to avoid the staffing shortages currently experienced by some other law enforcement agencies in the state.

NEGOTIATION TEAM EQUIPMENT

The Hostage Negotiation Team is a group of officers who are specially trained to communicate during standoffs and other dangerous situations. The negotiators work to peacefully bring dangerous situations to an end using persuasion and influence. Members have initial and on-going training requirements. SPD is considering the expansion of the team to include additional members.

The HNT has been utilized with increasing frequency over the past few years (22 callouts in 2019, 34 callouts in 2020, and 46 utilizations year-to-date in 2021.) This does not include all of the incidents that required the use of individual negotiators during patrol incidents without a teeciam activation. This increasing trend is expected to continue and SPD leadership has recently emphasized the importance of utilizing this group more frequently when their services are appropriate.

The HNT has equipment needs to fulfill this important mission. The HNT utilizes a specialized vehicle to carry out their role of communication and research separate from the IC area. The vehicle also houses specialized equipment. The current vehicle is a 1999 motorhome that is in critical need of replacement. SPD is also considering the purchase of additional equipment to support HNT efforts.

REMOTE OBSERVATION EQUIPMENT

It is critical that officers have the most flexibility to provide additional time, distance, and cover during tense interactions. To be effective, officers must be able to monitor the situation from a distance. SPD will need to acquire additional equipment to keep watch over a dangerous situation while minimizing the risk of officers directly interacting with the suspect.



SPD leadership will provide the City Council with quarterly updates during the expending of these funds and to any changes in department needs associated with the reform efforts. This document and list is preliminary and subject to change over the course of the implementation process.

Thank you for your consideration.



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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

ORD C36105

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

5300 SBO SYSTEM ADMINISTRATOR I - INFORMATION ANALYST

Agenda Wording

Seeking approval for a full-time System Administrator I - Information Analyst position to support the ongoing and increasing information security requirements and needs of the city. This position is funded with 2021 Project Employee funds.

Summary (Background)

The City of Spokane has multiple compliance requirements: HIPAA, PCI-DSS and CJIS which all require the city to implement and maintain a cybersecurity program that includes policy and procedures, risk management, continuous monitoring and operational security measures. The efforts needed to maintain and improve protections of our Information Technology (IT) system and secure the data contained in these systems requires staffing.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ (21,411)

5300-73150-18880-08500

Expense \$ 15,316

5300-73150-18880-01400

Expense \$ 6,095

5300-73150-18880-52XXX

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

9/13/2021 Urban

Division Director

SLOON, MICHAEL

Council Sponsor

C.M. Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

MANAGEMENT &

INGIOSI, PAUL

IT - itadmin@spokanecity.org

Tax & Licenses



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

2021 budget amount of \$21,411. SAO Audit recommends additional staff for Information Security. Nationwide/worldwide increase of cyber security compromises are increasing the city's risk of being a victim of a malicious and potentially costly data compromise.

Summary (Background)

The 2021 SAO cybersecurity audit identified that dedicated resources for our Information Security department are needed. Much of the labor resource over the past 2 1/2 year has been performed by Temp/Seasonal and Project employee staff. Retaining qualified Infosec Temp-Seasonal staff in these positions have been limited due to the Project and Temp/Seasonal requirements, and the availability of qualified candidates willing to work as a temp-seasonal employee remains very difficult to recruit. Dedicated full-time staff are needed to address the increasing cybersecurity challenges and provide consistency of info-sec expertise and city business challenges and growth.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

SBO Briefing Paper

Urban Design/Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	SBO for a full-time System Administrator I – Information Security
Date:	September 13, 2021
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	C.M. Kinnear
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Design/Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD/Information Security 2021 budget (utilizing project employee funding) 5300-73150-18880-08500
Strategic Initiative:	Sustainable Resources and Innovative Infrastructure: Information Security is a core strategic service whose objective is to secure the digital assets of the city and reduce the risks associated with the stewardship of managing and protecting the city's data.
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO to add this position to the Information Security department of ITSD
Background/History: <p>The City of Spokane has multiple compliance requirements: HIPAA, PCI-DSS and CJIS which all require the city to implement and maintain a cybersecurity program that includes policy and procedures, risk management, continuous monitoring and operational security measures. The efforts needed to maintain and improve protections of our Information Technology (IT) system and secure the data contained in these systems requires staffing. The 2021 SAO cybersecurity audit identified that dedicated resources for our Information Security department are needed.</p> <p>Much of the labor resource over the past 2 1/2 year has been performed by Temp/Seasonal and Project employee staff. Retaining qualified Infosec Temp-Seasonal staff in these positions have been limited due to the Project and Temp/Seasonal requirements, and the availability of qualified candidates willing to work as a temp-seasonal employee remains very difficult to recruit. Dedicated full-time staff are needed to address the increasing cybersecurity challenges and provide consistency of info-sec expertise and city business challenges and growth.</p>	
Executive Summary: <p>Seeking approval for a full-time System Administrator I - Information Security Analyst position to support the ongoing and increasing information security requirements and needs of the city.</p> <ul style="list-style-type: none"> • Position funded with 2021 Project Employee funds. 2021 budget amount of \$21,411. • SAO Audit recommends additional staff for Information Security. • Nationwide/worldwide increase of cyber security compromises are increasing the city's risk of being a victim of a malicious and potentially costly data compromise. 	

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:

ORDINANCE NO. C36105

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 Information Technology Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Management Information Services Fund, and the budget annexed thereto with reference to the Management Information Services Fund, the following changes be made:

- (1) Decrease the appropriation for Project Employee by \$21,411.
- (2) Add one Systems Administrator I position in the Innovation and Technology Services Department. This action increases the number of Systems Administrator Is from zero to one.
- (A) Increase the appropriation for the Systems Administrator I position by \$21,411. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.
- (3) There is no change to the appropriation level in the Management Information Services Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to hire a Systems Administrator I – Information Security (1.0 FTE) to secure the digital assets of the city and reduce the risks associated with the stewardship of managing and protecting the city's data, 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



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

August 30, 2021

City Clerk File No.:
RES 2021-0069

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2021-0069—REVISE THE APPROPRIATION OF FUNDS FROM THE CITY'S CHHS DEPARTMENT TO THE SALVATION ARMY FOR FUNDING A REGIONAL TARGETED CAPACITY EMERGENCY SHELTER CALLED THE WAY OUT CENTER (deferred from August 23, 2021, Advance Agenda)

During its 3:30 p.m. Administrative Session held virtually Monday, August 30, 2021, upon review of the August 30 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **to defer** Resolution 2021-0069—of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto—to September 13, 2021; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

August 23, 2021

City Clerk File No.:
RES 2021-0069

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2021-0069—REVISE THE APPROPRIATION OF FUNDS FROM THE CITY'S CHHS DEPARTMENT TO THE SALVATION ARMY FOR FUNDING A REGIONAL TARGETED CAPACITY EMERGENCY SHELTER CALLED THE WAY OUT CENTER (deferred from August 23, 2021, Advance Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, August 23, 2021, upon review of the August 30, 2021, Advance Agenda, the Spokane City Council took the following action:

Motion by Council President Beggs, seconded by Council Member Kinnear, **to substitute** Resolution 2021-0069 with version circulated this afternoon (by Council President Beggs); **carried unanimously (Council Member Burke absent).**

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

August 16, 2021

City Clerk File No.:
RES 2021-0069

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2021-0069—REVISE THE APPROPRIATION OF FUNDS FROM THE CITY'S CHHS DEPARTMENT TO THE SALVATION ARMY FOR FUNDING A REGIONAL TARGETED CAPACITY EMERGENCY SHELTER CALLED THE WAY OUT CENTER

During its 3:30 p.m. Briefing Session held virtually Monday, August 16, 2021, upon review of the August 23, 2021, Advance Agenda, the Spokane City Council took the following action:

Motion by Council Member Wilkerson, seconded by Council Member Burke, **to defer** Resolution 2021-0069—of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center—to August 30, 2021; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk

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

08/23/2021

Date Rec'd

8/11/2021

Clerk's File #

RES 2021-0069

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

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

RESOLUTION FOR SUPPORT OF "WAY OUT SHELTER"

Agenda Wording

A Resolution of the City of Spokane to revise the appropriation of funds from the City's CHHS Department to the Salvation Army for the funding a Regional Targeted Capacity Emergency Shelter for the period of July 1, 2021 through June 30, 2026.

Summary (Background)

The City has been working with Spokane County and the City of Spokane Valley since 2019 on a collaborative approach to dealing with homelessness related issues which led to the agreement among the three entities that they would all support a "targeted capacity project" which became the "Way Out Shelter" to be operated by the Salvation Army. This resolution restates the commitment of the City to this project and supports continued expenditure of funds up to 3,500,000 over the next five years.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 3,500.000.00

TBD

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

8/2/21

Division Director**Council Sponsor**Council Member
Wilkerson**Finance**

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

kdavis@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

twallace@spokanecity.org

Additional Approvals

cpatterson@spokanecity.org

Purchasing

RESOLUTION NO. 2021-0069

A Resolution of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto.

WHEREAS, the City of Spokane ("City"), Spokane County ("County") and the City of Spokane Valley ("Valley") adopted the Continuum of Care Strategic Plan in 2019, after which the County adopted Resolution No. 12019-1599 on December 17, 2019 committing to a "Targeted Capacity" Project;

WHEREAS, representatives of the City, County and the Valley executed a joint Regional Project Charter ("Charter") on June 23, 2020 for the Regional Bridge Housing Center: "The Way Out Center", (the "Targeted Capacity Project"), which is attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, the budgets for the City for 2020 and 2021 included \$500,000 each year for the "Targeted Capacity" Project; and

WHEREAS, due to The Salvation Army becoming the owner and operator of the regional targeted-capacity shelter, also called The Way Out Center, the five (5) year commitment to support funding the regional shelter's operations and maintenance costs by Resolution No. 21-0397, adopted by the Board of County Commissioners on June 8, 2021, the County transferred its commitment to pay up to \$500,000 a year to support this shelter to The Salvation Army; and

WHEREAS, in order to support a regional effort to end homelessness, the City of Spokane desires to appropriate funds to, and contract with, The Salvation Army, for a Regional Targeted Capacity Emergency Shelter's operations and maintenance for a five (5) year period from July 1, 2021 through June 30, 2026, and

WHEREAS, the recommendation is for a five (5) year commitment to help support funding the regional shelter's operations and maintenance costs in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually, not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the five (5) year period; and

WHEREAS, the five (5) year commitment is contingent based on the ongoing availability of the ongoing availability of homeless funding from the City of Spokane, City of Spokane Valley, Spokane County and private resources, ensuring the regional service assurances are met in that the shelter is accessible and available to all Spokane County residents, including the provisions of transportation needs, adequate bed space and reasonable/secure storage of personal property for individuals served, necessary Interlocal Operating Agreements are in place, and the facility is ready and operational prior to the release of the funding.

WHEREAS, the CHHS Department will work with the Spokane County CHSCD Department to ensure reporting consistency, where possible, with their respective Operations and Maintenance Contracts with The Salvation Army for the regional targeted-capacity shelter; and

WHEREAS, the Parties are still working on the long-term funding framework as a region to achieve the above, the City of Spokane will commit up to an additional \$1,000,000 to apply to the budgeted operating gap for the startup period of the Way Out Shelter estimated to commence on or about October 1, 2021 through the end of 2022. The City of Spokane requests quarterly reviews and subsequent yearly budgets with The Salvation Army with financial commitment from regional public entities and an effort to establish new partnership from private sector investors for the first five year term and beyond.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that the revised five (5) year commitment to support funding the regional targeted-capacity shelter's operations and maintenance costs shift from the City of Spokane to The Salvation Army be approved, as described above, and to initiate a corresponding agreement; and subsequent additional one time initial term funding commitment for up to one million dollars (\$1,000,000) as described herein.

NOW, THEREFORE – BE IT RESOLVED that the appropriate officials of the City are authorized to implement the provisions of this Resolution.

ADOPTED by the City Council this _____ day of August 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

Regional Project Charter



20 - 0 4 4 0

Project Title: Regional Bridge Housing Center: "The Way Out Center"

Revised 06/11/20

Business Case Justification:

Homelessness in the Spokane Region is bigger than any one entity is able to address alone. The shelter system consists community-provided assistance to vulnerable individuals spanning from drop-in emergency overnight placement and warming centers, to life readiness locations, also called "bridge services", to supportive housing vouchers. The desire is for those, once homeless, to experience a life-long change to live independently within a community. This type of large scale impact may only be realized through a collection of closely aligned efforts, versus standalone initiatives, within a portfolio of projects aligned with regional strategic goals.

Additionally, with the COVID-19 pandemic, new elements have been introduced to this project to ensure long-term provisioning and capacity for healthy sheltering, physical distancing and isolation capacity.

At present, a gap exists in our shelter system for continuous stay options among homeless adults without children. The Bridge Housing model has been used for other population groups with verified, metric-based outcome successes¹. This effort is the beginning of a larger initiative to construct effective, efficient, sustainable and accountable enhancements to our regional system intended to specially address:

- Coordinated and consolidated fiscal resources aligned at the regional-level solutions (versus municipal bed count)
- Establish public-private partnerships for funding
- Alignment with the Regional 5 Year Strategic Plan for Homelessness submitted to the WA State Department of Commerce²
- Regional oversight with decision making and funding authority

Shelter System Focus	Warming Center	Overnight	Day Center	Conitinous Stay	Supportive Housing	Healthy Sheltering Index
Youth (up to 24 yrs)						High
Families						Low
Women Only						Medium
Adult (24 yrs and older)				Project Focus		Medium

Project Manager:

Ariane Schmidt, Regional Project Manager

Project Team:

Tim Sigler*, City of Spokane Community, Housing & Human Services (CHHS)
Director

Tija Danzig*, City of Spokane CHHS Senior Manager

Scott Rasmussen*, City of Spokane CHHS Housing Program Manager

Tim Crowley*, Spokane County Housing and Community Development (CHSCD) Program Manager

Morgan Koudelka*, City of Spokane Valley Senior Administrative The

Kenneth Perine*, The Salvation Army of Spokane

Gary Redden*, The Salvation Army of Spokane

Kristine Ruggles*, The Salvation Army of Spokane

Aerial Anderson



1- <https://my.spokanecity.org/endinghomelessness/about/coc/>

2- Spokane City/County Continuum of Care 5-Year Strategic Plan to Prevent and End Homelessness (adopted December 2019)

Regional Project Charter



Subject Matter Experts (SMEs):

Kathleen Torella, CHSCD and BH-ASO Director
David Lewis, City of Spokane HMIS Manager
Megan Phillips*, Spokane Fire Marshall
David Singley*, Captain Spokane Police Department Downtown Precinct
Spokane Valley Fire Department (TBD)
Dave Ellis*, Spokane Sheriff's Office/Spokane Valley Police Department
Garcia, Luis*, City of Spokane Code Enforcement
Alison Poulsen, Better Health Together
Pam Tietz, Spokane Housing Authority and Spokane Continuum of Care Board Chair
Mark Richards, Downtown Business Partnership (DSP)
Tom Hormel, Spokane County HCDAC Advisory Board Member
Rusty Barnett*, Community Member
Consideration for additional lived experience representative(s)

*Also on site selection recommendation committee.

Project Objectives and Deliverables:

Objectives:

1. Assess and recommend a Bridge Housing location options that meet the needs of the partner entities
2. Assess and recommend service options within the Bridge Housing Center
3. Assess estimated new (or shifted) capacity at drop-in emergency shelters
4. Document the needs of the partner entities in a regional system

Deliverables include:

1. Purchase and site readiness
2. Construct of an Operating Proforma including Memorandums of Understanding (MOU) between partner entities for capital and operating contributions
3. Documentation and visual for the system continuum, including local, WA State and Federal touchpoints
4. Contract with Provider(s)
5. Center operational before the cold weather season of 2020

Project Scope (Boundaries):

The center will operate for approximately sixty (60) individuals. The individuals will come to the center based on a referral basis. Ongoing case managed care, life readiness skill as well as living space will be included in the operational model. Individuals will stay at the center for approximately 30-90 days prior to moving on to supportive or independent housing.

Project Assumptions and Risks:

Assumptions:

- A location will be selected.
- Additional capacity at drop-in emergency shelters will be available to individuals throughout Spokane County.
- A sustainable funding model will rely on public, private partnerships

Regional Project Charter



- Funding will be tied to defines, outcome based metrics for accountability for contracted providers and local government entities
- The strategies of this project will align with the five (5) years strategic plan for homelessness adopted by Spokane County, City of Spokane and Spokane Valley

Risks:

- An agreed upon location cannot be determined by stakeholders
- Local Government partnerships do not materialize
- Private partnerships do not materialize
- Insufficient capital funding is allocated
- Capacity allocation continues to be municipality "bed county" divine

Project Budget:

Capital

1. City of Spokane: \$1.9M of City Community Development Block Grant (CDBG)funds under consideration by City Administration for this purpose.
2. Spokane County/Valley: \$1.5M of Homeless Housing Assistance Act (HHAA) funds. HHAA funds were enacted in Washington State by Engrossed Second Substitute House Bill (ESSHB) 2163 on August 1, 2005. The law created a document recording fee on certain documents to be utilized by local jurisdictions to reduce homelessness. Grant funds are administrated by the state and local governments. Current Spokane County methodology for consideration for HHAA funding is that after a Spokane County CSHCD RFP is released, applications are submitted to CSHCD for consideration by the HCDAC (represented by represent twelve (12) cities and towns within the Spokane Urban County Consortium) who will review all applications and recommend the selected application(s) to the Board of County Commissioners for their final decision making. For Spokane County Community Services

Operating

1. City of Spokane \$1.9M over five (5) years (Source: CDBG)
2. Spokane County (includes Spokane Valley) \$1.9M over (5) years (Source: HHAA)
3. Avista Foundation partnerships \$1.9M over five (5) years (Source: Private Funding)

Project Timeline:



Additional Key Stakeholders:

Regional Project Charter

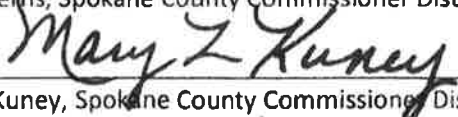


City of Spokane Council
City of Spokane Valley City Council
Avista Utilities
Downtown Business Partnership
Veterans Administration
HUD

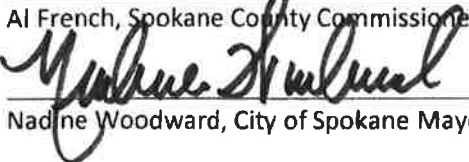
Project Sponsor Approval:

June 23, 2020 **20 - 0440**


Josh Kerns, Spokane County Commissioner District 1


Mary Kuney, Spokane County Commissioner District 2

ABSENT
Al French, Spokane County Commissioner District 3


Nadine Woodward, City of Spokane Mayor

Ben Wick, City of Spokane Valley Mayor


Breean Beggs, City of Spokane Council President

Latisha Hill, Avista Foundation

Attest:


Spokane City Clerk

Approved as to form:


Assistant City Attorney





Agenda Sheet for City Council Meeting of:
09/27/2021

Date Rec'd	9/16/2021
Clerk's File #	RES 2021-0080
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK 625-6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650-RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DT		

Agenda Wording

Resolution setting the assessment roll hearing for the Downtown Spokane business improvement district (BID)

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 6, 2021 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

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	TBD
Division Director	BECKER, KRIS	Council Sponsor	Will be followed by
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	abeck@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmoweryfrashefski@spokanecity.org	
Additional Approvals		lmeuler@spokanecity.org	
Purchasing		mpiccolo@spokanecity.org	
		mrichard@downtownspokane.net	
		tblack@spokanecity.org	
		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

ghankhal@downtownspokane.net

sbishop@spokanecity.org

RESOLUTION NO. 2021-0080

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2022 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above- identified ordinance.

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

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, will be on file in the Office of the City Clerk on November 5, 2021, and are open for public inspection.
2. The City Council has fixed December 6, 2021 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.

***** The format of the December 6, 2021 hearing and the method for public testimony may be held in a virtual format depending on the status of Governor Inslee's Proclamations and other COVID – 19 related directives regarding the conduct of open public meetings. Individuals wishing to attend the hearing or provide public testimony will need to review the City Council's December 6, 2021 agenda packet for meeting notice updates regarding a possible virtual meeting format and how to provide public testimony telephonically through instructions set out in the City Council agenda packet for the December 6, 2021 City Council meeting posted on the City Council's website at:**

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

3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C-32923, as codified and amended in Chapter 4.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 4.31 SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of September, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/27/2021

Date Rec'd

9/16/2021

Clerk's File #

RES 2021-0081

Renews #**Cross Ref #****Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Contact Name/Phone**

AMANDA BECK 625-6414

Project #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**0650-RESOLUTION SETTING ASSESSMENT ROLL HEARING FOR THE EAST
SPRAGUE BID**Agenda Wording**

A resolution setting the assessment roll hearing for the East Sprague Business Improvement District (BID) and providing notice of the 2022 assessment to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 6, 2021 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

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

TBD

Division Director

BECKER, KRIS

Council SponsorWill be followed by
Council action on an
ordinance approving and
confirming the
assessment roll.**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

abeck@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kmoweryfrasheski@spokanecity.org

Additional Approvals

lmeuler@spokanecity.org

Purchasing

tblack@spokanecity.org

mpiccolo@spokanecity.org

sbishop@spokanecity.org

RESOLUTION NO. 2021-0081

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2022 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above- identified ordinance.

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

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, will be on file in the Office of the City Clerk on November 5, 2021, and are open for public inspection.
2. The City Council has fixed December 6, 2021 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.

***** The format of the December 6, 2021 hearing and the method for public testimony may be held in a virtual format depending on the status of Governor Inslee's Proclamations and other COVID – 19 related directives regarding the conduct of open public meetings. Individuals wishing to attend the hearing or provide public testimony will need to review the City Council's December 6, 2021 agenda packet for meeting notice updates regarding a possible virtual meeting format and how to provide public testimony telephonically through instructions set out in the City Council agenda packet for the December 6, 2021 City Council meeting posted on the City Council's website at:**

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

3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C-35377, as codified and amended in Chapter 4.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 4.31C SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this ____ day of September, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/27/2021

Date Rec'd

9/15/2021

Clerk's File #

ORD C36106

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

AMANDA BECK 625-6414

Project #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - SHORT PLAT FEE TEXT AMENDMENT

Agenda Wording

An Ordinance to amend Sections 08.02.064 and 08.02.066 regarding short plat application fees. The proposal would create reduced short plat fees for some application types.

Summary (Background)

The amendment to SMC 08.02.064 and 08.02.066 creates reduced fees for some short plat applications (subdivisions of not more than nine lots). Due to the serious nature of the housing shortage, the amendment is proposed as an emergency ordinance to be effective immediately.

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

UE 9/13/21

Division Director

BECKER, KRIS

Council Sponsor

CM Kinnear

Finance

ORLOB, KIMBERLY

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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jrichman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The proposal supports implementation of the Housing Action Plan strategies while implementing directives from the Mayor's July 26th housing emergency proclamation and strategies from the Implementation Plan outlined in Resolution 2021-0062.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Business and Development — Planning Services
Subject:	Short Plat Fee Amendment
Date:	September 13, 2021
Author (email & phone):	Amanda Beck; abeck@spokanecity.org ; 509-625-6414
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Louis Meuler, Planning Director
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Spokane Comprehensive Plan Chapter 6, RCW 58.17, RCW 36.70A
Strategic Initiative:	Sustainable Resources – Continuous Improvement & Innovation; Urban Experience - Housing
Deadline:	None
Outcome:	Update of 08.02.064 and 08.02.066 SMC
<u>Background and History:</u> Following the Mayor’s July 26 th proclamation identifying a housing emergency, and Resolution 2021-0062 adopting the City of Spokane Housing Action Plan, which includes City Council’s Implementation Plan as Appendix A, the City has reviewed regulations and processes concerning short plat applications (subdivisions of not more than nine lots). The proposed amendments to the Spokane Municipal Code will achieve: <ul style="list-style-type: none"> Reduce development costs for short plat applications; Streamline municipal procedures; and Support the implementation strategies of the Spokane Housing Action Plan. 	
<u>Executive Summary:</u> The City-initiated amendment to SMC 08.02.064 and 08.02.066 creates reduced application fees for short plats within the City. Due to the serious nature of the housing shortage, the amendment is proposed as an emergency ordinance that would go into effect immediately.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other budget impacts: Reduced application fees	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: New application fees applied for short plats reviewed through Developer Services Center Known challenges/barriers: None.	

ORDINANCE NO. C36106

AN ORDINANCE relating to permit fees for short plats amending Spokane Municipal Code (SMC) Sections 08.02.064 and 08.02.066; and declaring an emergency.

WHEREAS, the preliminary Census 2020 population for the City of Spokane was 228,989 people, indicating a 9.6 percent population increase over the past decade; and

WHEREAS, the Housing Needs Assessment completed for the 2021 Housing Action Plan indicates several facts about the housing supply and need of Spokane. Particularly, to accommodate forecasted housing needs for the City through 2037 an estimated 6,000 additional housing units will need to be built. The Assessment also noted that home sale prices increased by 47 percent since 2010, outpacing homeowner income increases, making it increasingly difficult for Spokane residents to afford housing; and

WHEREAS, the Housing Needs Assessment found that rents for 2-bedroom apartments have increased while the vacancy rate for such units have decreased, and remained historically low during the Covid-19 pandemic, the Assessment reported that nearly two in five Spokane households spend more than 30 percent of their income on housing, and are therefore cost burdened; and

WHEREAS, on July 26, 2021 the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, due to the development cycle the construction of new housing units will take time to address the housing emergency; and

WHEREAS, the City desires the Spokane Municipal Code to be responsive to changes in the development cycle and the Spokane housing market, including during the current Covid-19 pandemic; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, it is necessary to adopt this Ordinance as an emergency ordinance to enable it to be effective immediately to assist in addressing the current housing shortage.

Now, Therefore, The City of Spokane does ordain:

Section 1. That Section 08.02.064 SMC is amended to read as follows:

Section 08.02.064 Plats

The fees for approvals under the subdivision code are:

A. Long Plat Extension, Phasing, Vacation, Final or Alteration.

1. For a one-year extension of time on a preliminary long plat approval: Five hundred fifty dollars.

~~((2. For a five-year extension of time on a preliminary plat approval: Four thousand one hundred ninety dollars.))~~

~~((3.))~~ 2. For phasing of an approved preliminary plat: Five hundred fifty dollars.

~~((4.))~~ 3. For vacation of an approved plat: Four hundred ninety dollars.

~~((5.))~~ 4. For a final long plat: Two thousand twenty-five dollars plus twenty-five dollars per lot.

~~((6.))~~ 5. For alteration of an approved preliminary or final long plat: Eighty percent of the plat fee under this schedule.

B. Short Plat Extension, Phasing, Vacation, Final or Alteration.

1. For a one-year extension of time on a preliminary short plat approval: Five hundred fifty dollars.

~~((2. for a five-year extension of time on a preliminary plat approval: Four thousand one hundred ninety dollars.))~~

~~((3.))~~ 2. For phasing of an approved preliminary short plat: Five hundred fifty dollars.

~~((4.))~~ 3. For vacation of an approved plat: Four hundred ninety dollars.

~~((5.))~~ 4. For a final short plat: A filing fee of one thousand eight hundred twenty dollars plus thirty dollars per lot.

~~((6.))~~ 5. For alteration of an approved preliminary or final short plat: Eighty percent of the plat fee under this schedule.

C. Binding Site Plan Extension, Final or Alteration.

1. For a one-year extension of time on a preliminary binding site plan approval: Five hundred fifty dollars.

2. For a final binding site plan: Two thousand nine hundred seventy dollars plus thirty dollars for each additional acre.

3. For alteration of an approved preliminary or final binding site plan: Eighty percent of the binding site plan fee under this schedule, plus the cost of publishing the notice of hearing in the newspaper.
- D. Boundary Line Adjustment.
- For a boundary line adjustment, a filing fee of three hundred fifty dollars.
- E. Street Name Change.
- For changing the name of an existing dedicated street: One thousand three hundred fifty-five dollars.
- F. Other Matters.
1. For any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
 2. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fees or is not covered by the fees listed above. \$85 per hour for not listed above.

Section 2. That Section 08.02.066 SMC is amended to read as follows:

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.
- C. Type II application: Except as provided below for short plat applications, ((Four)) four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
 1. Short Plat Application – Type A: A residential short plat application that creates no more than two lots, two hundred-fifty dollars. In response to the ongoing Covid-19 crisis, the Mayor has declared a temporary emergency to provide relief to residents and businesses regarding short plat applications, which shall expire December 31, 2023, to address the housing emergency.
 2. Short Plat Application – Type B: A short plat application where all new lots front on existing right-of-way and does not require installation of any new public facilities, such as sewer or water, one thousand eighty-five dollars.
 3. All other short plats not addressed above, four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre. Examples include, but are not limited to, short plat applications that create new lots that do not front on existing right-of-way, create a new shared private

access, and require installation of any new public facilities, such as sewer or water.

- D. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- E. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- F. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- G. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- H. Any temporary use permit: Six hundred seventy-five dollars.
- I. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- J. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- K. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- L. Accessory dwelling unit permit (Type II): One thousand dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – Type A: One hundred fifty dollars. The annual renewal for a Type A permit is one hundred dollars.
- Q. Short Term Rental Permit – Type B: Four thousand five hundred ninety dollars. The annual renewal for a Type B permit is one hundred dollars.

Section 3. Emergency Ordinance. The City Council finds that this Ordinance, passed by a majority plus one of the whole membership of the City Council as an emergency ordinance is necessary for the public health, safety and welfare and for the immediate support of City government and its existing public institutions, and shall be effective immediately upon its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date