

11/02/12  
 8/8



**Agenda Sheet for City Council Meeting of:**  
 10/22/2012

<b>Date Rec'd</b>	10/10/2012
<b>Clerk's File #</b>	OPR 2012-0267
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HUMAN SERVICES
<b>Contact Name/Phone</b>	SHEILA MORLEY 6052
<b>Contact E-Mail</b>	SMORLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1540 AMEND INTERLOCAL AGREEMENT

**Agenda Wording**  
 Approve Human Services Dept (HSD) to amend an open-ended inter-local agreement with Spokane County Services, Housing & Community Development Dept (CSHCD) as requested by the WA St Dept of Commerce (Commerce) for the Consolidated Homeless Grant funds.

**Summary (Background)**  
 The Consolidated Homeless Grant (CHG) provides assistance focused on housing stabilization. The funds are generated by county jurisdiction and administered by Commerce. Because both HSD and CSHCD administer CHG funds in Spokane County, Commerce has requested that our two entities work together to determine how these earning can be equitability allocated. These funds have been included in the 2013 budget.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Neutral \$ 0.00	# n/a
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ALLARD, JERRIE	<b>Study Session</b>	10/18/12
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA	wquinnan@spokanecity.org	
<b>For the Mayor</b>	FEIST, MARLENE	jallard@spokanecity.org	
<b>Additional Approvals</b>		cfriesen@spokanecity.org	
<b>Purchasing</b>		smorley@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON  
 10/22/2012  
  
 SPOKANE CITY CLERK

## **SPOKANE CITY COUNCIL BRIEFING PAPER**

City of Spokane Community, Housing and Human Services Department

Amendment to Interlocal Agreement with Spokane County Community Services, Housing and  
Community Development

October 22, 2012

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### **Subject**

The Washington State Department of Commerce recently consolidated several funding streams used to assist homeless individuals and families throughout the state. The Consolidated Homeless Grant (CHG) provides assistance focused on housing stabilization, linking households to community resources and mainstream benefits, and helping them develop a plan for future housing stability.

### **Background**

Consolidated Homeless Grant funds are administered by the Washington State Department of Commerce. The City of Spokane is under contract to administer CHG funds for the period of 1/1/12 – 12/31/13. SCHCD is also under contract with the Department of Commerce to administer CHG funds in our community. The CHG contract includes a provision that allows counties to earn incentive dollars by housing persons exiting from systems of care. These funds are generated by county jurisdiction and because there are two grantees administering CHG funds in Spokane County the Department of Commerce requested that our two entities work together to determine how these earnings can be equitably allocated.

### **Impact**

The City and County will share fifty (50) / fifty (50) the funds collected for the first \$255,508 that the local region earns. All remaining incentive funds collected up to \$290,416 will be distributed to the County.

This split allows the City to earn up to \$127,754, which is 100% of the amount eligible under our CHG contract with the Department of Commerce.

### **Action**

The Community, Housing & Human Services department is seeking approval of the amendment to the Interlocal agreement for administering a Consolidated Homeless Grant. Once approved and executed the city will provide the agreement to the Department of Commerce. At that time the city will begin billing for incentive earnings collected to date as well as future incentive funds earned through the end of the contract.

**INTERLOCAL COOPERATION AMENDMENT  
FOR ADMINISTERING A CONSOLIDATED HOMELESS GRANT (CHG) FUNDS**

**THIS INTERLOCAL AMEDMENT** (herein after "Agreement") is entered into by and between **SPOKANE COUNTY** (herein after "County"), a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing, and Community Development Department (herein after "CSHCD"), whose address is 312 West 8<sup>th</sup> Avenue, Fourth Floor, Spokane WA, 99204, and the **CITY OF SPOKANE** (hereinafter "City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99021 and jointly referred to, as the "Parties".

**RECITALS: WHEREAS: For valuable consideration and the promises contained herein, Contract No. 12HCD1374, dated May 22, 2012, is hereby amended as stated below:**

1. Section 13, Incentive funds, is added to the agreement as follows for the purpose of clarifying the Consolidated Homeless Grant (CHG) incentive funding split as 50/50 for the first Two Hundred Fifty Five Thousand Five Hundred Eight Dollars (\$255,508.00) that the region earns:
  13. INCENTIVE FUNDS. The City and County will share fifty (50) / fifty (50) the funds collected for the first Two Hundred Fifty Five Thousand Five Hundred Eight Dollars (\$255,508.00) that the local region earns. All remaining incentive funds collected up to Two Hundred Ninety Thousand Four Hundred Sixteen Dollars (\$290,416.00) (which includes the first \$255,508.00) will be distributed to the County.
2. This amendment shall be effective as of September 1, 2012.

**Except as specifically amended by this amendment to the agreement, all terms of the agreement shall remain in full force and effect.**

IN WITNESS WHEREOF the Parties have signed this Agreement effective this 1 day  
of 11/1, 2012.

**BOARD OF COUNTY  
COMMISSIONERS**

**FOR BOARD OF COUNTY  
COMMISSIONERS OF SPOKANE  
COUNTY, WASHINGTON**

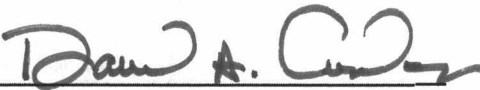


**Christine Barada, Director  
Community Services  
Housing and Community Development**

(Signing by Authority of Res. No. 2009-0290)

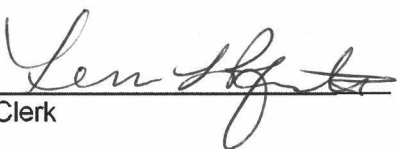
Date: 10/26/2012

CITY OF SPOKANE


By: 

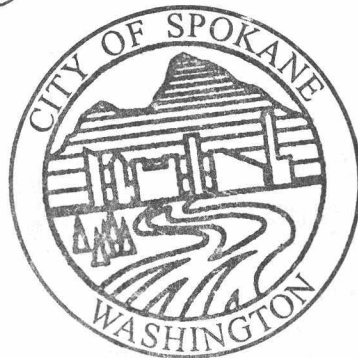
Title: David A. Condon  
Mayor  
City of Spokane

Attest:


  
City Clerk

Approved as to form:

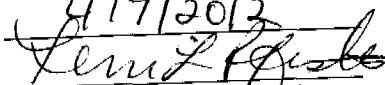
  
Assistant City Attorney



06-11-12

 <b>Agenda Sheet for City Council Meeting of:</b> 04/09/2012		<b>Date Rec'd</b> 3/28/2012
		<b>Clerk's File #</b> OPR 2012-0267
		<b>Renews #</b> 
<b>Submitting Dept</b>	HUMAN SERVICES	<b>Cross Ref #</b> 
<b>Contact Name/Phone</b>	GEORGE DAHL 6036	<b>Project #</b> 
<b>Contact E-Mail</b>	GDAHL@SPOKANECITY.ORG	<b>Bid #</b> 
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b> 
<b>Agenda Item Name</b>	1540 CHG HMIS INTERLOCAL AGREEMENT	
<b>Agenda Wording</b> Approve Human Services Dept (HSD) to enter into an open-ended inter-local agreement with Spokane County Services, Housing and Community Development Dept (CSHCD) as required by the WA State Dept of Commerce (Commerce). HSD will provide (continued)		
<b>Summary (Background)</b> The HMIS is used to collect data and create reports as required by HUD and the Washington State Department of Commerce for homeless assistance programs. HSD and CSHCD administer their CHGs separately – both programs require data collection and reporting through an HMIS system. The HSD administers the HMIS for the City of Spokane the Spokane Regional Continuum of care network.		
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 3,300	# TBD
Revenue	\$ 8,000	# TBD
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	ALLARD, JERRIE	<b>Study Session</b> 
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b> 
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>
<b>Legal</b>	BURNS, BARBARA	wquinnan@spokanecity.org jallard@spokanecity.org
<b>For the Mayor</b>	FEIST, MARLENE	cfriesen@spokanecity.org mlesesne@spokanecity.org
<b>Additional Approvals</b>		gdahl@spokanecity.org
<b>Purchasing</b>		

APPROVED BY SPOKANE CITY COUNCIL

4/19<sup>on</sup>/2012  
  
 SPOKANE CITY CLERK

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

**Agenda Item Name:** 1540 CHG HMIS INTERLOCAL AGREEMENT

**Agenda Wording** (474 character max)

and supports for CSHCD's Consolidated Homeless Grant (CHG) received from Commerce. Estimated annual revenue - \$8,000; Estimated annual expenditure - \$3,300.

**Summary (Background)** (870 character max)

**Fiscal Impact**

Select	\$	
Select	\$	
Select	\$	
Select	\$	

**Budget Account**

#	
#	
#	
#	

**Distribution List**


Save Cancel

**SPOKANE CITY COUNCIL BRIEFING PAPER**

City of Spokane Human Services Department

Homeless Management Information System (HMIS) Interlocal Agreement with Spokane County  
Community Services, Housing and Community DevelopmentMarch 21, 2012

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**Subject**

The Washington State Department of Commerce recently consolidated several funding streams used to assist homeless individuals and families throughout the state. The Consolidated Homeless Grant (CHG) provides assistance focused on housing stabilization, linking households to community resources and mainstream benefits, and helping them develop a plan for future housing stability.

The Department of Commerce has awarded both the City of Spokane and Spokane County with funds through the CHG program as part of a grant application process last fall (2011). One of the requirements to receive CHG funds is to participate in a Homeless Management Information System (HMIS). Locally, the City of Spokane Human Services Department acts (and is recognized) as the HMIS lead for the Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce.

The Department of Commerce has required that the City of Spokane and Spokane County enter into an interlocal agreement to define the roles and responsibilities of each entity in meeting the HMIS provisions of our CHG grant agreements. This Interlocal Agreement (attached) between the City of Spokane and Spokane County provides the level of service requested by Commerce.

**Background**

The City of Spokane Human Services Department is nationally recognized (HUD) as one of the originators of the Homeless Management Information System (HMIS). The department has entered into interlocal agreements in the past to provide HMIS services to Spokane County for the Homeless Grant Assistance Program (HGAP) and Homeless Prevention and Rapid Re-Housing (HPRP) program (ORP 2010-0323). The attached Interlocal Agreement will provide similar service delivery standards to the aforementioned Interlocal Agreement.

**Impact**

As a condition of funding for the Consolidated Homeless Grant (CHG) we are locally obligated to enter into this interlocal agreement with Spokane County to ensure all local assistance through CHG funds are documented and measured per CHG guidelines. Spokane County Community Services, Housing and Community Development agrees to reimburse all staff time spent providing direct assistance per the

cost structure outlined in the Interlocal Agreement. Additionally, Spokane County Community Services, Housing and Community Development agrees to pay for all license fees associated with the administration of their portion of this Interlocal Agreement. The impact on Human Services Department staff time is anticipated to be minimal with little to no impact on typical daily operations.

**Action**

The Human Services Department is seeking City Council approval of this Interlocal Agreement with Spokane County Community Services, Housing and Community Development for HMIS related activities as described in the attached Interlocal Agreement.

Respectfully Submitted,

George Dahl

Human Services Manager





**RECEIVED**

JUN 11 2012

CITY CLERK'S OFFICE  
SPOKANE, WA

After Recording Return to: **Spokane County Community Services,  
Housing & Community Development Department  
312 W. 8<sup>th</sup> Avenue, 4<sup>th</sup> Floor  
Spokane, WA 99204**

12HCD1374

OPR 2012-0267

Agencies: Spokane County ET AL  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Interlocal Recorded at AF# \_\_\_\_\_  
Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

**INTERLOCAL COOPERATION AGREEMENT  
FOR ADMINISTERING A CONSOLIDATED HOMELESS GRANT (CHG) FUNDS**

**THIS INTERLOCAL AGREEMENT** (herein after "Agreement") is entered into by and between **SPOKANE COUNTY** (herein after "County"), a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing and Community Development Department (herein after "CSHCD"), whose address is 312 West 8<sup>th</sup> Avenue, Fourth Floor, Spokane WA, 99204, and the **CITY OF SPOKANE** (hereinafter "City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99021 and jointly referred to, as the "Parties".

**RECITALS**

**WHEREAS**, the Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), has the care of County property and the management of County funds and business; and

**WHEREAS**, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between governmental agencies; and

**RECEIVED**

MAY 11 2012

DEPARTMENTAL COUNSEL  
COMMUNITY SERVICES

**WHEREAS**, both Parties are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and it is in the public interest to cooperate in carrying out homeless funding priorities; conducting annual point-in-time counts; including the processes in receiving CHG funding; and

**WHEREAS**, the Parties have adopted the "The Road Home" as their local 10 year plan to end homelessness; which has the following guiding principles:

- o Our primary goal is to end homelessness for all populations in our region
- o Partnerships are essential to the effort to end homelessness and include all levels of government.
- o Local government accepts the responsibility of a leadership role in developing regional solutions to resolving homelessness.
- o All levels of government and our system of care must work cooperatively to end homelessness in our region Solutions must be outcome based and sustainable.

**NOW, THEREFORE**, in consideration the mutual benefits received hereunder, the Parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate homeless housing assistance activities under agreements with the Department of Commerce for Consolidated Homeless Grant funds, and in accordance with CHG Homeless and Housing Assistance Goals.
2. **ADMINISTRATION.** The Parties shall administer their Consolidated Homeless Grants separately, and in accordance with the Department of Commerce's Consolidated Homeless Grant Administration Policies; Guidelines; and General Terms and Conditions. The County's contract administrator is the CSHCD Director. The City's contract administrator is the Human Service Director.
3. **DATA COLLECTION.** The Parties acknowledge that the Consolidated Homeless Grant agreements require HMIS data collection and reporting as identified by the Department of Commerce, including but not limited to program setup parameters, creation of the Programs/Workflows into the HMIS system, testing the Programs/Workflows for accuracy, entering client level data on an accurate and timely basis, submitting applicable required reports on an accurate and timely basis, validating the information transferred between HMIS systems as representative of the client level data input in the local HMIS system, and producing reports from the Department of Commerce, State HMIS system.

The County agrees to identify the program setup parameters, enter client level data, ensure data quality and meet data entry and quality checking deadlines to support timely report submission. The County further agrees to assist the City with testing the validity of the Programs/Workflows prior to formal Implementation.

The City agrees to create the Programs/Workflows in the HMIS system, submit required reports to the Department of Commerce on an accurate and timely basis using federal data integration XML export standards developed by the Department of Housing and Urban Development and current HMIS Data Standards, and validate the information transferred between HMIS systems as representative of the client level data input by the County in the local HMIS system. The City further agrees to set up a distinct Program Indicator for all Spokane County CHG information entered into the HMIS.

The City will provide XML uploads to the Department of Commerce, no later than 5 (five) business days prior to the reporting deadlines set by the Department of Commerce, containing both the City and the County CHG program. If for any reason the XML fails to upload properly, the City will then, within 3(three) business days, provide the Department of Commerce with County specific CHG Program Specific uploads. The City will continue working with the Department of Commerce HMIS staff until the CHG Program Specific Upload is successfully imported to the Department of Commerce and reports indicate that the information in the State HMIS system is a direct reflection of the information in the City HMIS system. The City will provide CSHCD staff with a log of data transmission, validation, and completion status relative to the CHG Program Specific Upload for each reporting period, prior to the upload deadlines set by the Department of Commerce.

The City shall produce and provide to the County all CHG-relative reports from the Department of Commerce, State HNIS system not later than 1 (one) day prior to any reporting deadlines.

The City agrees to provide HMIS user licenses, limited training and technical assistance to the County as outlined in the Spokane Regional HMIS fee schedule (Exhibit A). The attached HMIS fee schedule will be reviewed and may be amended annually by agreement between the Parties.

The City agrees to submit invoices to the County monthly. The County agrees to provide payment within 30 days of receiving invoices.

#### 4. JOINT-RESPONSIBILITIES OF THE PARTIES:

- a. Maintain and update their respective inventory of housing units dedicated to homeless persons, and any units or all activities funded using local homeless and affordable housing fees collected under RCWs 36.22.178-

- b. 1791. Parties will combine their respective inventory for purposes of reporting their annual accomplishments and the annual point-in-time count (PIT) to the Department of Commerce.
  - c. Update and approve local homeless plans pursuant to RCW 43.185C.050 at least every five (5) years. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce.
  - d. Plan and conduct a point-in-time count (PIT) of homeless persons, required under RCW 43.185C.030. Counts must be carried out in compliance with the Department of Commerce Count Guidelines. The Parties will jointly evaluate the methodology used in determining a homeless point-in-time measurement prior to reporting the data to the Department of Commerce and/or releasing the information to the public.
  - e. Maintain and update records documenting each Party's respective local share in meeting the Department of Commerce's dollar for dollar share in meeting CHG match requirements.
5. DURATION OF AGREEMENT- TERMINATION. This Agreement shall become effective at such time as all required signatures as indicated below are affixed hereto. This Agreement shall remain in force until terminated by either Party by providing 60 days written notice to the other Party's contract administrator identified herein. Notice identified herein shall be delivered by personal delivery or by certified mail postage prepaid to the address identified herein above.
6. RIGHT TO CONTRACT INDEPENDENTLY. Each Party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
7. COMPLIANCE WITH LEGAL REQUIREMENTS. Each Party accepts responsibility for compliance with federal, state or local laws and regulations including in particular, procurement requirements applicable to its acquisition of goods and services or disposal of property.
8. FILING. The City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The County shall record this Agreement with its County Auditor and place it on its web site or other electronically retrievable public source.

9. HOLD-HARMLESS. Each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. This Agreement is not intended to create third party liability or a duty of any kind to any person, firm, corporation, or entity in any form that is not a party to this Agreement.

10. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

11. RCW 39.34 REQUIRED CLAUSES.

- A. Purposes. See Section No. 1 above.
- B. Duration. See Section No. 5 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: See Section No. 8 above.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 5 above.
- H. Administration. See Section No. 2 above.
- I. Property Upon Termination. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

12. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its own expense, each insurance noted below:

- (a) Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- (b) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insured's but only with respect to the COUNTY's services to be provided under this Agreement; and
- (c) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

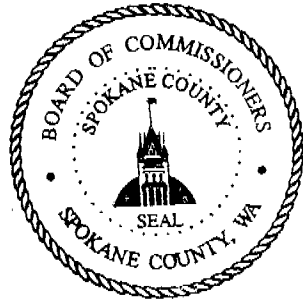
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from either Party or its insurer(s) to the other Party.

As evidence of the insurance coverage's required by this Agreement, each Party shall furnish acceptable insurance certificates to the other Party upon request. The certificate shall specify all of the parties who are either additional or named insured; and include applicable policy endorsements and the deduction or retention level.

**Signatures begin on the next page**

Date: 5/22/12

BOARD OF COUNTY COMMISSIONERS



absent  
Todd Mielke, Chair

[Signature]  
Mark Richard, Vice-Chair

[Signature]  
Al French, Commissioner

ATTEST:

[Signature]  
Daniela Erickson, Clerk of the Board  
12-0395

Approved as to form:

[Signature]  
Deputy Prosecuting Attorney

Date: 5/3/12

CITY OF SPOKANE

By: [Signature]  
Title: City Administrator

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney



By: [Signature]  
Title: Mayor

## **EXHIBIT A: HMIS FEE SCHEDULE**

### Spokane Regional Homeless Management Information System (HMIS)

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The City of Spokane Human Services Department (HSD) is the HMIS lead for the Spokane Regional CoC. Administering the regional HMIS comes at a cost to the HSD and agencies required by State and Federal law to enter client specific data into an HMIS. This Exhibit A contains a summary of HMIS related expenses that may be incurred by your agency by entering into this Agreement. All HMIS costs associated with performance of the Agreement will be reviewed at least annually by the HSD for the purpose of reporting the actual costs associated with the regional HMIS. Revision of this Exhibit A is subject to agreement of the Parties.

- I. **HMIS User Licenses:** The HSD will provide access to the regional HMIS for a monthly fee of \$25.00 per HMIS user license.
  - a. Fees and costs described in this fee schedule will be billed monthly to Spokane County by the HSD.
  
- II. **HSD Staff Time:** All time spent working on the Spokane County Consolidated Homeless Grant (CHG) will be billed to the County at a rate of \$43.00 per hour.
  - a. Each month the HSD will provide the County with an itemized invoice containing at a minimum the following information:
    - i. Date work performed or cost incurred;
    - ii. Time spent;
    - iii. Detailed description of the activity charged for as identified in subparagraph b below in this Section II.
  - b. Anticipated costs associated with performance of the Agreement include, but are not limited to: CHG Program Setup in HMIS, Programs/Workflows testing, training, trouble shooting, XML export, data validation, and County reports.



III. **HMIS Related Customizations:** In the event that DSI International (HMIS vendor) is required to provide customizations and/or an increase data storage capacity specifically related to the County's CHG program, prior to authorizing the performance of any such customizations or increases in data storage the HSD shall first (1) notify the County of said proposed customizations and/or increases in data storage, (2) provide written justification an explanation of the need for said customizations or increases, and (3) obtain agreement from the County for said customizations or increases.

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