

LMDe
3-16-07

City Clerk's No. OPR 06-653

Contract Req. No. N-A

MINOR CONTRACT AUTHORIZATION

RECEIVED

MAR 07 2007

CITY CLERK'S OFFICE
SPOKANE, WA

Date: January 10, 2007

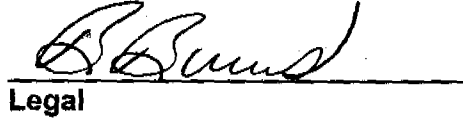
Budget Account No: N/A

CONTRACT TOPIC: Amendment to the 2163 Homeless Assistance Interlocal 2006-0653. Extend the term of the agreement though March 31, 2008 and amend procedures authorizing the City to administer the *Homelessness and Housing Assistance Act (ESSHB 2163) funds* for both the City and the County; and for accounting purposes allow the City of Spokane to receive an upfront lump sum in order to distribute funds to various agencies whom were awarded funding for fiscal year 2007 in a more efficient manner.

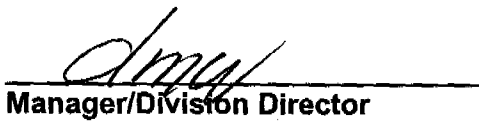
CONTRACT BACKGROUND: Pursuant to the provisions of Chapter 484, Laws of 2005 (ESSHB 2163) the Washington State Legislature passed and the Governor signed a bill known as the Homelessness Housing and Assistance Act ("Act"). The purpose of the Act was to recognize the fiscal and societal costs of homelessness for both the public and private sectors and set forth a goal for state and local governments to end homelessness. On July 10, 2006 City Council approved the establishment of the joint City-County Taskforce and the execution of an interlocal agreement between Spokane County and other Cities/Towns within Spokane County.




Submitting Department



Legal



Manager/Division Director



Finance *PRL*

DISTRIBUTION
Contract Accounting
Human Services- (wquinnan@spokanecity.org)
Human Services (lhersey@spokanecity.org)
Spokane County

NO. **7 0108**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER EXECUTING)
AMENDMENT TO INTERLOCAL COOP-)
ERATION AGREEMENT FOR THE) RESOLUTION
ADMINISTRATION OF SURCHARGE)
FUNDS COLLECTED PURSUANT TO ESSHB)
2163)

WHEREAS, the Board of County Commissioners of Spokane County, 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, Substitute House Bill 2163, effective August 1, 2005, requires that funds be retained by the County and deposited into a fund and used as specifically directed by the statute; and

WHEREAS, the Board of County Commissioners of Spokane County approved Fund #147, pursuant to Resolution 5 1145, in order to establish control and accountability for the inflow and outflow of resources received and disbursed; and

WHEREAS, the Board of County Commissioners of Spokane County approved/adopted the Spokane Regional 10-Year Plan to Address Homelessness on January 19, 2006; and

WHEREAS, pursuant to the provisions of the Act, Spokane County adopted Resolution No. 2005-1149 on December 20, 2005 authorizing the execution of an Interlocal Cooperation Agreement between Spokane County and the City of Spokane to develop a ten-year Homeless Housing Strategic Plan and other matters related thereto; and

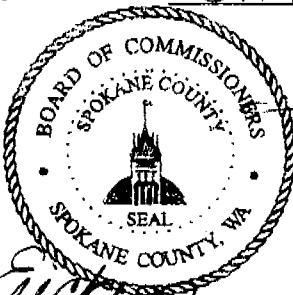
WHEREAS, the Board of County Commissioners of Spokane County appointed the Spokane County Community Services Department to administer funds generated through the surcharge, pursuant to Resolution 5 1145; and

WHEREAS, in order to implement the homeless activities contemplated under ESSHB 2163, Spokane County has an interlocal agreement with the City of Spokane Human Services Department to manage the implementation of the plan and administer the contracts of agencies and organizations receiving 2163 funding; and

WHEREAS, the City of Spokane and Spokane County are desirous to amend the above noted agreement as outlined in the attached document, revising the term of the agreement and funding procedures.

BE IT THEREFORE RESOLVED, by the Board of County Commissioners of Spokane County the attached Interlocal Cooperation Agreement Amendment is approved as outlined above and in the attached agreement.

APPROVED BY THE BOARD THIS 6th DAY OF February 2007.



ATTEST:
Daniela Erickson
DANIELA ERICKSON
CLERK OF THE BOARD

Mark Richard
MARK RICHARD, CHAIR
Bonnie Mager
BONNIE MAGER, VICE-CHAIR
ABSENT
Todd Mielke
TODD MIELKE, COMMISSIONER

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
FOR THE ADMINISTRATION OF SURCHARGE FUNDS
COLLECTED PURSUANT TO ESSHB 2163

7 0108

THIS INTERLOCAL AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, whose address is c/o Spokane County Community Services Department, whose address is Fourth Floor, 312 West 8th Avenue, Spokane, Washington 99204, as "SCCSD."

WHEREAS, the parties entered into an interlocal agreement authorizing the City to administer the *Homelessness and Housing Assistance Act (ESSHB 2163) funds* for both the City and the County; and

WHEREAS, for accounting purposes, to cover administrative expenses, and to allocate funds to various agencies in a more efficient manner, staff is requesting that the money be paid to the City in an upfront lump sum; and

WHEREAS, for staff to complete all paper work, etc. required at the end of the grant, it is necessary to amend the Agreement term; –

NOW, THEREFORE, the parties agree as follows:

1. DOCUMENTS. The original Agreement dated August 14, and August 15, 2006, is 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 amendment to the Agreement shall become effective upon signature of both parties.
3. AMENDMENT. Section C of the Agreement is amended to read as follows:

C. FUNDING

1. Sources. Funding for the Agreement shall be a portion of a surcharge by the Spokane County Auditors Office of ten dollars for each document recorded pursuant to ESSHB 2163.
2. The Spokane County Community Services Department (SCCSD) will provide quarterly updates to the 2163 Taskforce regarding the ESSHB 2163 account. This report must contain funds received and disbursed to date. The County is to supply this report no later than thirty (30) days after the end of each quarter.
3. The City will provide quarterly updates to the 2163 Taskforce regarding funds expended by funded programs to date. The City shall supply this re-

port no later than thirty (30) days after the end of each quarter.

4. AMENDMENT. Section E (page 3) of the Agreement is amended to read as follows

E. ~~<<REIMBURSEMENT>>~~ RELEASE OF FUNDS.

~~<<Reimbursement to>>~~ The City under this Agreement shall be <<made on a cost reimbursement basis>> paid as follows:

1. ~~<<The City shall be reimbursed monthly from funding sources identified in section C. Funding, for allowable actual costs in the performance of this Agreement and according to the Budget, Exhibit B, attached hereto and incorporated herein. A request must be accompanied by source documentation substantiating allowable costs.>>~~The County shall transfer revenues from the sources identified in Section C to the City within thirty (30) days after the Spokane City Council and Spokane County Commissioners approval of local 2163 awards. Amount of funding shall include the 2163 awards plus five (5) percent for the City of Spokane administrative performance.
2. Administrative costs for the performance of this Agreement shall not exceed six (6) percent. The City shall receive five (5) percent and the County shall receive one (1) percent.
3. The City shall establish a special revenue fund to be known as the "Washington homeless housing program" into which monies will be deposited to the City in accord with item 1 above.
4. The City will draw funds monthly from the Washington homeless housing program, for allowable actual costs in the performance of this Agreement and according to the attached Budget, Exhibit B.
5. Agencies awarded funding during the annual RFP award process shall be reimbursed in accordance with the terms of each individual contract agreement.
6. The City shall return any and all unexpended funds to the County no later than ninety (90) days following the expiration of all individual contracts.
7. The City shall provide to SCCSD copies of original supporting receipts and/or documentation necessary to support actual costs upon requests, or during on site monitoring by SCCSD.
8. Requests made by SCCSD for documents shall be made in writing and submitted to the City Human Services Department.

5. AMENDMENT. Section D (page 4) of the Agreement is deleted.

<<D. BILLING.>>

<<1. The City shall submit monthly invoices with supporting documentation after the 4th but not later than the last business day of the month following the month for which services are being reimbursed. SCCSD shall reimburse the City no later than thirty (30) days after receipt of said invoices.>>

<<2. The City shall provide to SCCSD copies of original supporting receipts and/or documentation necessary to support actual costs as requested or during on-site monitoring.>>

<<3. Monthly invoices and supporting documentation shall be sent to SCCSD at the following address:

Spokane County Community Services
c/o Debbie Groom
312 W. 8th Ave., Fourth Floor
Spokane, WA 99204>>

6. AMENDMENT. Section G (page 6) of the Agreement is amended to read as follows:

G. DURATION/TERMINATION.

This term of this Agreement shall be from August 1, 2006 to <<July 31, 2007>> March 31, 2008.

This Agreement may be terminated by either Party upon written notice to the other Party. Termination shall be effective no earlier than thirty (30) days after receipt of the notice of termination by the Party to whom notice is addressed.

Dated on 3-7-07 CITY OF SPOKANE

By: [Signature]
Acting Deputy Mayor

Attest: [Signature]
City Clerk



ADOPTED by the Board of County Commissioners of Spokane County, Washington
this 6th day of February, 2007.



[Signature]
Chair

[Signature]
Vice-Chair

Attest:

[Signature]
Daniela Erickson
Clerk of the Board

ABSENT
Commissioner

Approved as to form:

[Signature]
Assistant City Attorney
BA

Approved as to form:

[Signature]
Deputy Civil Prosecutor Attorney

39c59