

04/23/08



AGENDA SHEET FOR COUNCIL MEETING OF: March 24, 2008

Submitting Dept.
Human Services

Contact Person/Phone No.
Jerrie Allard / X6130

Council Sponsor
Bob Apple

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2006-0653

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works

Neighborhood/Commission/Committee Notified: _____
Action Taken: _____

AGENDA WORDING:

(If contract, include the term.)

Approve the Amendment to the Interlocal Cooperation Agreement between the City of Spokane and Spokane County for the Administration of Surcharge Funds Collected Pursuant to ESSHB 2163. This amendment will become effective April 1, 2008 and extend the term of the Agreement to December 31, 2008. It will also replace all references to SCCSD with CSHCD, and more specifically define the roles and responsibilities of the County, City and Task Force. **\$840,000 estimated revenue.**

BACKGROUND:

(Attach additional sheet if necessary)

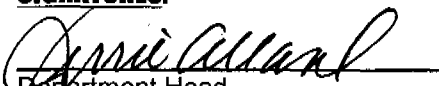
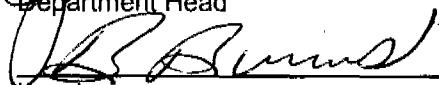
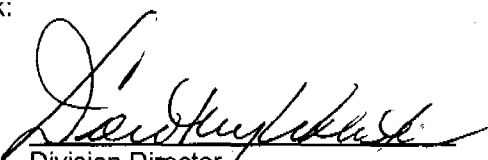
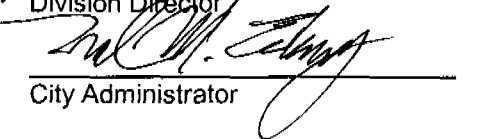

Pursuant to the provisions of Chapter 484, Laws of 2005 (ESSHB 2163) the Washington State Legislature passed and the Governor signed a bill known as the Homelessness Housing and Assistance Act ("Act"). The purpose of the Act was to recognize the fiscal and societal costs of homelessness for both the 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.

RECOMMENDATION: Approve

Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
<input checked="" type="checkbox"/> Expenditure: \$800,000 est.	#1540-95339-51500-54201
<input checked="" type="checkbox"/> Revenue: \$40,000 est.	#1540-95339-51500-54201
<input type="checkbox"/> Budget Neutral: 840,000	99999-33819

ATTACHMENTS: Include in Packets: Copy of Amendment
On file for Review in Office of City Clerk:

SIGNATURES:


 Department Head

 Legal

 Division Director

 City Administrator

 Finance

 Council President

DISTRIBUTION: Human Services
Accounting
Spokane County

COUNCIL ACTION: APPROVED BY
SPOKANE CITY COUNCIL:
March 24, 2008
Len [Signature]
CITY CLERK

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

THIS INTERLOCAL AMENDMENT, (the "Amendment"), is entered into by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing, and Community Development, whose address is 312 West 8th Avenue, Fourth Floor, Spokane WA, 99204, ("CSHCD"), and the **CITY OF SPOKANE**, a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99021 ("CITY") and jointly referred to, as the "Parties", in the manner set forth herein.

RECITALS

For valuable consideration and the promises contained herein, the Interlocal Agreement , dated August 15, 2006, is hereby amended as stated below:

- 1. The termination date of this Agreement is extended to December 31, 2008.
- 2. All references to SCCSD are deleted and replaced with CSHCD.
- 3. Section B, Plan Implementation is deleted and replaced with the following:

B. PLAN IMPLEMENTATION

Under this Agreement, it is the intention of the Parties that Spokane County shall transfer to the City the responsibility for implementing and providing administrative support of the Task Force and Request for Proposal for the allocation of local ESSHB 2163 funds as outlined in Exhibit A, City of Spokane Human Services Department Scope of Work, ESSHB 2163. Spokane County shall be responsible for monitoring the City's use and allocation of the funds received.

- 4. Section C, Funding is deleted and replaced with the following:

C. FUNDING

- 1. Funding for the agreement shall be a portion of a ten dollar (\$10.00) surcharge collected by the Spokane County Auditor's Office for each document recorded pursuant to ESSHB 2163.
 - a. The City shall receive an administrative allowance of five percent (5%) of the program funds spent annually.
- 2. The City Human Services Department will provide quarterly updates to the 2163 Taskforce and CSHCD director or designee regarding funds expended by funded programs to date. The City shall supply this report no later than thirty (30) days after the end of each quarter.

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3. CSHCD will provide quarterly updates to the City and Task Force regarding the ESSHB 2163 account. The 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.
 4. Expenditures incurred within the time period of this Agreement can be submitted up to ninety (90) days past the Interlocal Agreement end of December 31, 2008 to account for associated administrative costs.
5. Section D, Payment is deleted and replaced with the following:

D. PAYMENT

Payment by CSHCD under the Agreement is intended to be inclusive of all services necessary to effectuate and implement ESSHB 2163 as detailed in Exhibit B and C, and constitutes CSHCD's only financial responsibility under the Agreement irrespective of whether the cost to the City for administering the Plan exceeds that obligation.

6. Section E, Reimbursement is deleted and replaced with the following:

E. ADMINISTRATION OF FUNDS

1. The County shall transfer revenues from the sources identified in Exhibits B and C within thirty (30) days after the Spokane City Council and the Spokane Board of County Commissioners' approval of local 2163 awards.
2. Revenues received by the City from the County shall be deposited into an account which will be known as the "Washington Homeless Housing Program".
3. The City shall not co-mingle funds with other federal, state or local funds.
4. The City will draw funds from the Washington Homeless Housing Program for allowable actual administrative costs in the performance of this Agreement according to the attached budget, Exhibit B, attached hereto and by this reference incorporated herein.
5. Interest earned on funds deposited into the Washington Homeless Housing Program must be accounted for separately. Any interest remaining at the end of the term of this Agreement shall be repaid to CSHCD no later than thirty (30) days after this Agreement has expired.
6. Agencies awarded funding during the annual RFP award process shall be reimbursed in accordance with the terms of each individual contract agreement.
7. The City shall return any and all unexpended funds to the County no later than ninety (90) days following the expiration or termination of any individual contracts.
8. The City shall provide to CSHCD copies of original supporting receipts and or documents upon request as necessary to support actual costs.

9. All requests made by CSHCD for documents outside of the County monitorings of the City shall be made in writing and submitted to the City Human Services Department.
 10. The City shall provide to CSHCD copies of subcontracts within thirty (30) days of their execution, including all attachments.
7. Section D, Billing is deleted in its entirety.
 8. Section F, Management Information System is deleted and replaced with the following:

F. MANAGEMENT INFORMATION SYSTEM

The City shall utilize its Homeless Management Information System (HMIS) for the collection and entry of homeless data from all agencies awarded funding through the RFP process. The City will provide training to all subcontractors on the proper use of HMIS data collection and reporting. The City will provide reports to CSHCD as needed and requested at no additional charge.

9. Section G, Contractor Monitoring is deleted and replaced with the following:

G. CONTRACTOR MONITORING

1. The City shall cooperate with CSHCD in the evaluation of the City's performance under the Agreement by providing right of access to its facilities to CSHCD and/or the state at all reasonable times in order to monitor the payment of monies and programs provided by the City's subcontractors. Monitoring by state may be announced or not announced. CSHCD shall provide reasonable notice of any CSHCD or Spokane County monitoring or evaluations. CSHCD shall monitor the City programmatically and financially on site not less than annually. The City shall make available to CSHCD or state auditor all records, books or pertinent information which the City has kept pertaining to the Agreement and as required by the Agreement and/or Washington law. The City shall also furnish such progress reports, schedules, financial and costs reports and other such program or fiscal data reasonably required to evaluate the performance of the Agreement. The City shall respond timely and accurately to requests from CSHCD to provide information necessary to respond to inquires from state or other appropriate entities.
2. CSHCD shall not be responsible for monitoring the subcontracts which are entered into by the City through the RFP process.
3. The City agrees to notify CSHCD as soon as practicable of any state or other formal inspections, audits or program reviews pertaining to this Agreement. The City shall provide CSHCD with copies of any reports including any response thereto.

10. Section I, Responsibilities of the Task Force is deleted and replaced with the following:

I. RESPONSIBILITIES OF TASK FORCE

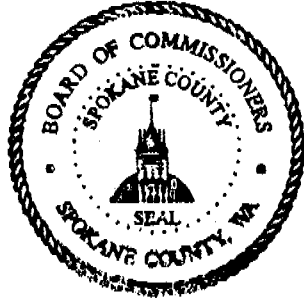
1. The Task Force will have the responsibility for:
 - a. Making recommendations regarding proposals that are consistent with The Regional 10 Year Plan to Address Homelessness as well as local housing needs and policies to the Spokane County Board of County Commissioners for funding with the available ESSHB 2163 surcharge funds.
2. Developing policies and procedures for adoption by the Spokane County Board of County Commissioners regarding the funding of approved proposals. The Parties agree that, if offered, funding from sources other than from the recording surcharge may be added to funds generated by the surcharge. If funding of a proposal is accomplished by a loan of funds, the repayment of the loan including interest, if any, shall retain its identity as funding controlled by this Agreement. In considering the funding of any proposal, the Task Force shall consider the need for the proposed project across the entire Spokane County.
3. Fostering partnerships that further the goals and actions as identified in the Regional 10 Year Plan to Address Homelessness.
4. Educating and influencing policy makers at the local, state and federal levels.
5. Providing a forum for discussion, information sharing and collaboration on key issues and policies.

11. This amendment is effective April 1, 2008.

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

SIGNATURES BEGIN ON THE NEXT PAGE

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 18th day of March, 2008.



ATTEST:

Kristina M. Condon
Daniela Erickson
Clerk of the Board

Bonnie Mager
Bonnie Mager, Chair

Todd Mielke
Todd Mielke, Vice-Chair

Mark Richard
Mark Richard, Commissioner

CONTRACTOR:

DATE: _____

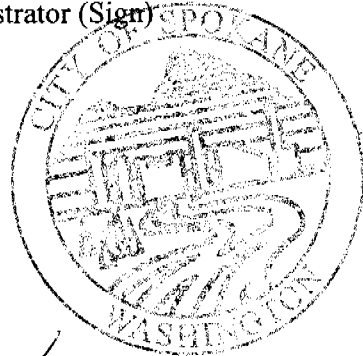
CITY OF SPOKANE

By: Mark M. Earley
FOR City Administrator (Print) (Mark M. Earley, Chief of Staff)
CHIEF OF STAFF

City Administrator (Sign)

Prepared by:

By: Sandra K. Gabriel
Sandra K. Gabriel, WSBA #9645
Sr. Deputy Prosecuting Attorney
for Spokane County



Approved as to form:

By: Barbara Burns
Barbara Burns
Assistant City Attorney

Attest:

V. Clark
Spokane City Clerk (Acting)

Interlocal Cooperation Agreement

Exhibit A

City of Spokane Human Services Department ESSHB 2163 Scope of Work

The City of Spokane will provide overall staff support and guidance to the Regional Homeless Housing Task Force (Task Force) along with contract management for all agencies awarded ESSHB 2163 funds through the local RFP process. It will:

- A.** Develop and articulate an annual funding plan for ESSHB 2163 resources based on Task Force recommendations, along with input from regional community stakeholders. The funding plan will include development of Request for Proposal materials including guidelines, public announcements of funding availability and bidders conference.
- B.** Provide administrative support for the ESSHB 2163 Task Force.
- C.** Provide written reports and/or audits for Spokane County or other governmental entities as required by the Agreement or local or state laws and regulations.
- D.** Negotiate, execute and manage contracts with housing and homeless services providers or other entities awarded contracts with ESSHB 2163 local funds:
- E.** Establish and implement a monitoring plan. Monitoring plan will include quarterly desktop monitoring of fiscal and program requirements of all contracts, risk assessment used to determine annual on-site monitoring schedule, quarterly reports to the Task Force and CSHCD. A copy of the monitoring plan will be provided to CSHCD
- F.** Using generally accepted accounting procedures, review all requests for payments from sub-contractors for accuracy and allowable expenses. Issue timely payments to sub-contractors

Interlocal Cooperation Agreement

Exhibit B

City of Spokane Human Services Department Administration Budget

2163 2008 Budget	\$39,951.00
Salaries & Benefits	
Accountant	\$8,581.19
Accounting Clerk	\$7,479.10
HMIS Administrator	\$8,197.63
Data Entry Clerk	\$6,525.93
Program Support	
HMIS User Licenses & supt	\$5,700.00
Computer Equip/Supplies	\$750.00
Interfund Charges	\$1,295.55
Miscellaneous	\$1,371.61
Advertising	\$50.00
TOTAL	\$39,951.00

Applicant Agency	Program	Activity	Amount Requested	Recommended Allocation
American Indian Community Center	Native American agencies weaving homeless prevention	Case management, advocacy & transportation	\$40,000	-
Catholic Charities	House of Charity Sleeping Program	Funding to keep Sleeping Program open from May to September	\$105,966	\$105,966
Catholic Charities	House of Charity Supportive Services	Partial funding for housing & case management	\$40,273	\$30,000
Catholic Charities	St. Margaret's Aftercare Services	Partial funding for 5 FTE to provide aftercare support for families moving from shelter	\$31,252	\$20,000
Catholic Charities	St. Margaret's Case Mgmt. / Life Skills	Partial funding for .75 FTE when combined w/ other funding for Case management, Life Skills Services.	\$31,355	\$16,000
Coalition for Responsible Disabled (CORD)	Rent/Deposit Assistance	Funded w/ 2060 for Rent/Deposit assistance for low-income & homeless	\$37,100	-
Community Health Association of Spokane (CHAS)	Integrated Chemical Dependency Services	On-site substance abuse screening and education for homeless	\$79,329	-
Goodwill	Moving Forward	Funding for employment plan via outreach & referral	\$98,200	\$98,200
Inland Empire Residential Resources	Market Street Station	To develop 33 units, 7 of which are permanent supportive housing	\$105,000	-
Life Services Maternity Home	After Care Program	Partial funding for 5 to provide case management for after care clients	\$85,000	\$31,800
Our Place	Emergency Services Center	Funding for Rental Assistance	\$29,400	\$20,000
Pioneer Human Services	Pioneer House	New permanent supportive housing	\$65,066	-
Salvation Army	Family Emergency Shelter	Funding to expand availability of overnight shelter - increase operations & management staff	\$33,168	\$33,168
Salvation Army	Transitional Housing	Partial funding for Case Mgmt. - 6 month aftercare & follow-up	\$40,619	\$9,419
Spokane County Housing & Community Development	Rural Rental Assistance Program	Funding for emergency rental assistance and deposit/background check assistance	\$60,632	\$50,000
Spokane Housing Ventures	Wilton Apartments	Partially fund case management & background checks at the Wilton Apts.	\$32,090	\$22,500

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Spokane Mental Health	Homeless Outreach Team	Partial funding to increase Outreach Team by 1.5 FTE's when combined with other funding sources	\$151,870	\$62,314
Spokane Neighborhood Action Programs (SNAP)	Downtown Relocation Assistance	Case mgmt. and support services to displaced DT tenants - tied to NEWHS 2060 application	\$87,613	\$33,000
Spokane Urban Ministries	Walnut Corners	Partial funding split between 2060 & 2163 to develop 47 units - 18 of which are permanent affordable housing linked to support services	\$56,599	\$28,300
Transitions	Chemical Dependency Specialist	Full funding for CD Specialist for group & individual counseling	\$44,287	\$44,287
Transitions	Transitional Living Center Educare	Medicaid Treatment Childcare	\$29,103	-
Transitions	Aftercare Services for Alumni	Partial funding for .75 FTE to provide Case Mgmt. and life skills training for clients leaving residential programs	\$45,156	\$22,500
Transitions	Women's Hearth	Funding to support continued expansion of hours of operation at Women's Hearth	\$42,400	\$42,400
Volunteers of America	Permanent Supportive Housing	Partial funding for 10 units of permanent supportive housing for individuals, families & youth	\$202,675	\$103,181
YWCA	Alternatives to Domestic Violence Supportive Housing Project	Partial funding for 4 units of supportive housing for DV victims/families	\$35,650	\$26,000
YWCA	Our Sister's Closet	Promote & encourage community donations of women's clothing	\$10,000	-
TOTALS			1,719,803	\$ 799,035