

**FINANCE, ADMINISTRATION & SUSTAINABLE RESOURCES
COMMITTEE MEETING AGENDA FOR
July 15, 2019
1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Sustainable Resources Committee meeting will be held at **1:15 p.m. on July 15, 2019** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call to Order

II. Approval of Minutes from June 17, 2019 Meeting

III. Consent Items

- | | |
|---|-------------------|
| • Amendment to Commercial Vehicle Regulations | Kinnear/Muramatsu |
| • Spotted Rd Sewer | Dan Buller |
| • Sunset Reservoir Recoating | Dan Buller |
| • Driscoll Sidewalk | Dan Buller |
| • Central Well #2 MSA Amendment | Dan Buller |
| • Anchor Community Initiative Funding Opportunity | Matt Davis |
| • DOJ Law Enforcement Based Victim Specialist Program Grant | Jennifer Hammond |
| • Contract renewal with DEECO – WTE | Chris Averyt |
| • 2019 Downtown Parking Study Consultant Services Contract | Kris Becker |
| • WASPC Grant Application Proposal | Jennifer Hammond |

IV. Council Requests

- | | |
|--|---------------|
| • Loaned Employee Ordinance | CM Mumm |
| • Downtown Policing Posting Resolution | Kinnear/Beggs |
| • Traffic and Parking Violations Revenue | Kris Becker |

V. Staff Requests

- | | |
|---|--------------------|
| • Contract Discussion – Grand Blvd (5 min) | Inga Note |
| • City, SPS property transfer ordinance (15 min) | Ormsby/Romero |
| • Interlocal with Spokane County re: interface with E-Suite Project LERMS | Dustry Fredrickson |

VI. Standing Topic Discussions:

1. 21st Century Workforce (Frequency: May, July, September, November) Human Resources
 - Salary Review Commission & Compensation Philosophy
 - Skillsoft Update
 - Employee Engagement & Wellness
2. Quarterly Overtime Updates for Uniform (Frequency: Jan, April, July, Oct) Fire/Police Admin
3. Quarterly Investment Update (Frequency: April, July, Oct, Jan) Cooley/Hensley
4. Intrafund Budget Transfer Report and General Fund Update (5 min) Gavin Cooley
5. Financial Update (10 min) Gavin Cooley
6. Budget Update (5 min) Gavin Cooley

VII. Executive Session:

VIII. Adjournment:

Next Sustainable Resources meeting will be on Monday, August 19, 2019.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: *The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. 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.*

“A good financial plan is a road map that shows us exactly how the choices we make today will affect our future” – Alexa Von Tobel

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Sunset Reservoir Recoating
Date:	7-15-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
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)	This project is in the 6 year water program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Sunset reservoir, located near Indian Canyon golf course, is a 350,000 gallon steel reservoir constructed in 1967. 	
Executive Summary: <ul style="list-style-type: none"> This reservoir has not been repainted since its original construction 52 years ago. Reservoir coatings typically last 30-40 years although often they will last even longer. Repainting the interior consists of sandblasting off all the original paint down to bare metal then repainting in three coats. Repainting the exterior consists of pressure washing following by repainting. While the reservoir is out of service for repainting, water in this pressure zone will be backfed from the next reservoir up through pressure relief valves. There will be no impacts to the traveling public nor surrounding property owners. This work is planned to begin this fall and be finished next spring with a winter shutdown. This project is paid for with a low interest public works trust fund loan. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input 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: 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:	



Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Consultant Contract Amendment - Central Ave. Well #2
Date:	7-15-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
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)	This project is in the 6 year water program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract amendment

Background/History:

- Central Ave. Wells #1 and #2 were originally constructed in 1960.
- Both wells have recently been upgraded (pumps replaced, well heads brought above ground, electrical replaced). The upgrades were designed and construction management provided by a consultant, MurraySmith.
- Well #1 upgrades were constructed in 2017.

Executive Summary:

- Well #2 upgrades are nearly complete.
- Various issues have arisen during construction which have resulted in the need for additional consultant time beyond the original budget.
- Issues were not foreseeable when the agreement with MurraySmith was signed. Issues include:
 - Addition of sound abatement measures to address complaints by an adjacent property owner
 - Addressing a misaligned pump caused by improper installation
 - Addressing landscaping modifications requested by the city
- Additional construction duration and resulting inspection costs associated with the preceding issues have occurred resulting in the need for approximately \$15,000 of additional budget.

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:

Briefing Paper

Finance & Administration

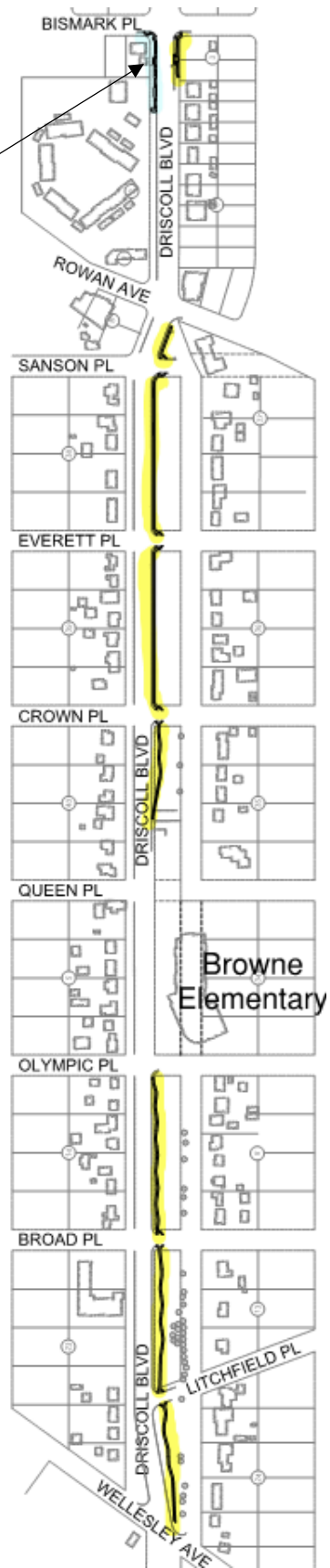
Division & Department:	Public Works, Engineering
Subject:	Driscoll Blvd. Sidewalk Project
Date:	7-15-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> 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)	This project is in the 6 year street program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<u>Background/History:</u>	
<ul style="list-style-type: none"> The area along Driscoll Blvd. has high pedestrian counts in part because it is near an elementary school. 	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> There are various gaps in sidewalk along Driscoll Blvd in the vicinity of Brown Elementary School. The proposed sidewalk fills these gaps with mostly separated sidewalk. Construction is planned in fall 2019 and may span into 2020. The project is paid approximately half by TIB (state grant) and half TBD (local funds) No vehicular detours or traffic disruption will be required. Pedestrians will be routed around construction. 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Project location



Project location

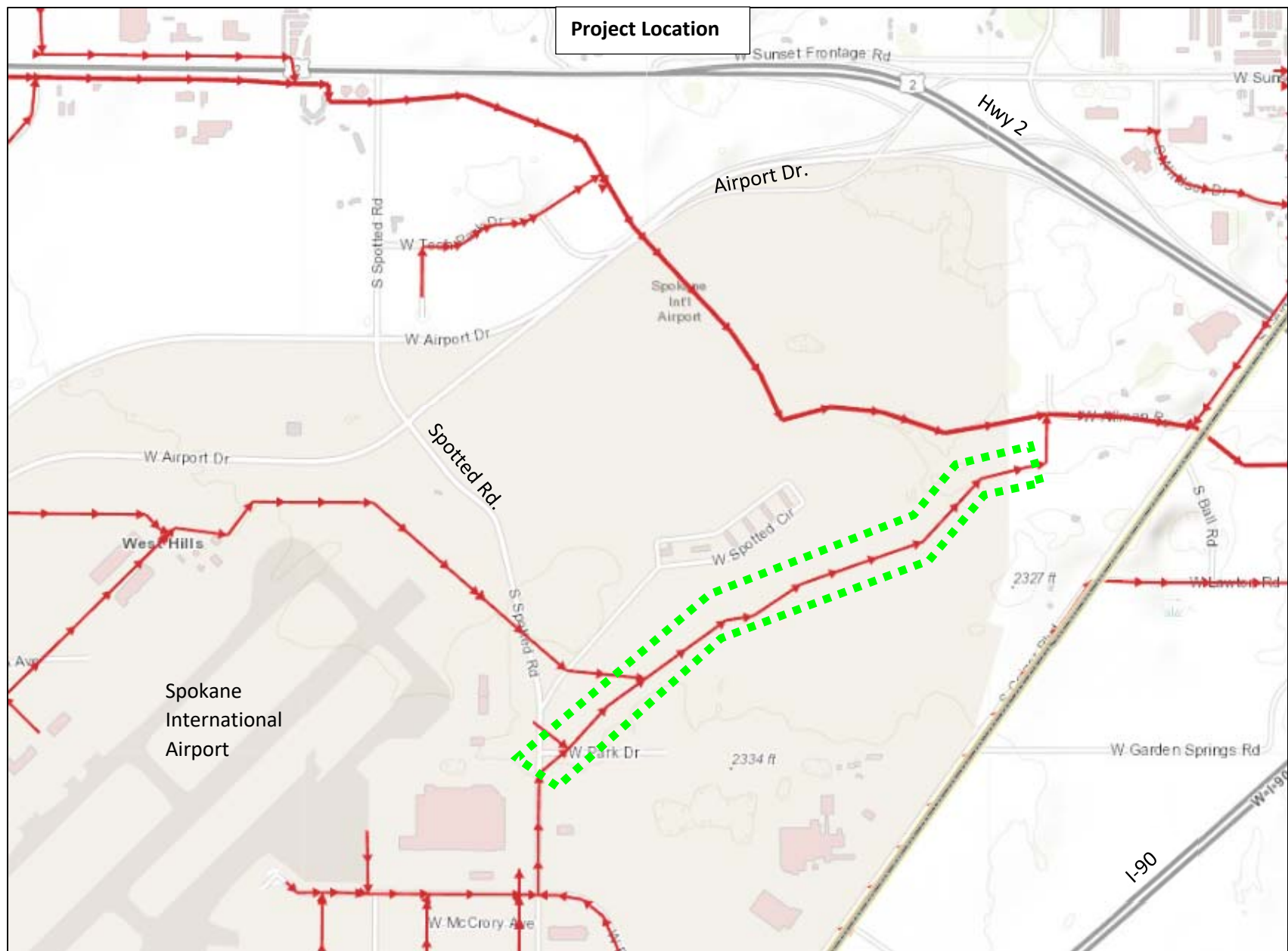
Adjacent sidewalk, all
other sidewalk separated



Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Spotted Rd. Sewer
Date:	7-15-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
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)	This project is in the 6 year sewer program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<u>Background/History:</u>	
<ul style="list-style-type: none"> The sewer proposed to be replaced was installed in the early 1940s and is made of vitrified clay 	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> The existing 12" sewer, installed in an area of seasonally high groundwater, infiltrates large amounts of water, all of which ends up at the wastewater treatment plant. The proposed 15" replacement sewer will eliminate this infiltration. The upsize from 12" to 15" permits a modest amount of expansion from the airport and adjacent business park. Construction is planned for this fall when the groundwater level is at its lowest. This project is entirely out of the roadway so no traffic impacts will occur. This project is paid with local funds 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Briefing Paper

Finance, Administration & Sustainable Resources Committee

Division & Department:	Office of the City Attorney				
Subject:	Commercial Motor Vehicle Regulations Ordinance Amendments				
Date:	July 1, 2019				
Contact (email & phone):	Giacobbe Byrd – gbyrd@spokanecity.org				
City Council Sponsor:	Lori Kinnear				
Executive Sponsor:					
Committee(s) Impacted:	PSCHC				
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:					
Outcome: (deliverables, delivery duties, milestones to meet)	Will file for Council consideration following committee meeting.				
Background/History: <i>Amends Ordinance No. C35765, which was passed May 6, 2019. This ordinance incorporated state and federal regulations and their penalties surrounding commercial vehicles into the Spokane Municipal Code. This allows municipal prosecutors to file commercial vehicle violations in Spokane Municipal Court rather than superior courts. Due to a simple oversight, two Marking Requirements were not incorporated in the original ordinance passed on May 6, 2019.</i>					
Executive Summary: <ul style="list-style-type: none"> Incorporates the following two Marking Requirements: <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">“4) 46.32.080 – Department of Trans Number Violation</td> <td style="width: 30%; text-align: right;">\$136</td> </tr> <tr> <td>5) 46.32.080(4)(c) – Commercial Vehicle Not Marked as Prescribed.</td> <td style="text-align: right;">\$136”</td> </tr> </table>		“4) 46.32.080 – Department of Trans Number Violation	\$136	5) 46.32.080(4)(c) – Commercial Vehicle Not Marked as Prescribed.	\$136”
“4) 46.32.080 – Department of Trans Number Violation	\$136				
5) 46.32.080(4)(c) – Commercial Vehicle Not Marked as Prescribed.	\$136”				
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)					
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required:					

Known challenges/barriers: N/A

Briefing Paper

Finance, Administration & Sustainable Resources Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract For Air Quality Emission Compliance Testing At WTE.
Date:	July 15, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Finance, Administration & Sustainable Resources Committee/Public Infrastructure, Environment and Sustainability 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 Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with DEECO for air emissions compliance testing, without which, the facility will not be in compliance with its Air Operating Permit.
<u>Background/History:</u> <p>Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the second of those extensions.</p> <p>This testing will demonstrate compliance with Air Operating Permit emission limits (Chapter 401 WAC & Title V). This year an additional RATA is being added to the costs. The emissions testing needs to be moved out of the first quarter due to seasonally reduced solid waste receipts in the first quarter. While the permit allows the emissions testing to be as long as 15 months after the last test, the RATA must be done at least once every 4 quarters. By doing a RATA in Q3 or Q4 of 2019 under this annual contract extension, both the 2020 emissions testing and 2020 RATA can then be moved into the second quarter of 2020, when solid waste inventories are higher. The other option would be to conduct all future RATAs in a different quarter than the emissions testing, but the mobilization/travel costs for DEECO to get to the WTE are high enough that this option is not cost effective.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • Renewal #2 of 4 for air emissions compliance testing at the WTE Facility. • Testing is required under the Facility's Air Operating Permit (Chapter 401, Title V). • Contract term from September 1, 2019 through August 31, 2020. • Pricing to remain the same as the prior contract year except the cost for the additional RATA test will be added to the overall contract amount. • Anticipated annual cost not to exceed \$148,475.00. 	
<u>Budget Impact:</u>	

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:

Briefing Paper Study Session

Division & Department:	City Legal
Subject:	Joint Agreements involving City, Schools, Parks and Libraries
Date:	June 28, 2019
Author (email & phone):	Mike Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Councilmen Beggs and Fagan
Executive Sponsor:	Rick Romero and Mike Ormsby
Committee(s) Impacted:	Urban Experience, Sustainability
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)	Strategic Plan
Strategic Initiative:	Improve quality of life; provide additional facilities for community use; provide additional opportunities for community members throughout the community
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Executive Summary: Expand facility use and programs availability; provides for broader and smarter use of facilities financed by taxpayers.	
Budget Impact: 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 If new, specify funding source: Library Facilities will be paid for Bonds approved by a vote of the public in November 2018. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers: New agreements providing for shared use and payment of expenses have been drafted and are among the documents the City Council will be asked to approve.	

INDEX

- Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation;
- Real Property Purchase, Sale and Exchange Agreement;
- Interlocal Agreement between Spokane Public Schools and City of Spokane Parks and Recreation Regarding Joint Use of Facilities;
- Exhibit A - Spokane Public Schools and City of Spokane Parks and Recreation Regarding Joint Use of Facilities;
- Exhibit B – SPRD/SPS Annual August Meeting Agenda;
- Exhibit C – GSL Golf Joint Use Agreement Language;
- Interlocal Agreement between Spokane Public Schools and Spokane Public Library Regarding Joint Use of Facilities;
- Interlocal Agreement between Spokane Public Schools and Spokane Public Library Operating Agreement

Return to: Terri Pfister, City Clerk
W 808 Spokane Falls Blvd.
Spokane, Washington 99201

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SPOKANE PUBLIC SCHOOLS,
CITY OF SPOKANE, SPOKANE PUBLIC LIBRARY,
AND SPOKANE PARKS AND RECREATION**

THIS AGREEMENT is made effective the ____ day of July, 2019 (the “Effective Date”), by and between **Spokane School District No. 81** (commonly known as Spokane Public Schools), a Washington state municipal corporation, hereinafter referred to as “School District,” the **City of Spokane**, a Washington state municipal corporation, hereinafter referred to as “City,” the **Spokane Public Library**, a public library operating under Chapter 27.12 RCW, hereinafter referred to as “Library,” and the **City of Spokane Park Board, by and through the City of Spokane Parks and Recreation Department**, hereinafter referred to as “Parks”, jointly hereinafter referred to as the “Parties”, and individually referred to as “Party.”

RECITALS:

WHEREAS, on November 6, 2018, School District voters approved a ballot proposition authorizing the School District to issue \$495,300,000.00 of general obligation bonds to pay for the construction of three new middle schools, replacing or renovating three other middle schools and Albi Stadium and other renovation and construction projects (“School District Bond Projects”);

WHEREAS, construction of the School District Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the School District and the City with fully utilized, cost-effective public facilities;

WHEREAS, on November 6, 2018, the voters of the City approved a ballot proposition authorizing the City to issue \$77,000,000.00 of general obligation bonds to pay cost of modernizing the Downtown, South Hill and Indian Trail library branches, expanding and modernizing the Shadle library branch, remodeling or relocating the Hillyard library branch, constructing new library branches in the Liberty Park neighborhood and on Sprague Avenue, installing library kiosks throughout the City, and equipping and outfitting the library branches (“City/Library Bond Projects”);

WHEREAS, construction of the City/Library Bond Projects will enable the School District, the City, and the Library to invest in and develop new and renovated educational and recreational facilities for the joint use of School District, City, Parks, and Library constituents and will provide the citizens and taxpayers of both the School District and the City with fully utilized, cost-effective public facilities; and

WHEREAS, the recently approved a Partnership Umbrella Agreement (“Partnership Agreement”) sets forth the preliminary interests and understandings with respect to a collaborative joint venture between the School District, City, and Library allowing for the investment in and development of new and renovated public school facilities, library facilities and recreational facilities, all of which will be used jointly by City, Library, Parks and School District constituents;

WHEREAS, the Partnership Agreement also describes generally the roles, rights, and responsibilities as to the partnership, as well as the additional documents and tasks necessary to carry out the projects, and anticipates subsequent definitive agreements providing for all of the terms, covenants, conditions, and understandings relative to the projects;

WHEREAS, in order to make the most efficient use of their powers, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes the Parties to enter into agreements for joint or cooperative action to exercise any power or power, privileges, or authority exercised or capable of exercise by any of the Parties;

WHEREAS, the Parties wish to enter into this Agreement to provide for the definitive agreements anticipated by the Partnership Agreement that will facilitate completion of the School District Bond Projects and City/Library Bond Projects and various use agreements around the newly renovated and constructed public facilities;

WHEREAS, simultaneous with the approval of this Agreement, the Parties will approve the following list of agreements for which the terms are incorporated into this Agreement (“Transaction”):

A. Agreements Related to Real Property:

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

B. Agreements Related to Joint Use:

1. Attachment B-1: Interlocal Agreement for Joint Use Between City, Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between Parks and Library;

C. Agreement Related to Operating Costs:

1. Attachment C-1: Interlocal Agreement for Operating Costs Between School District and Library;

WHEREAS, the Transaction will help the Parties make the most efficient use of their powers and resources to provide services and public facilities that accord best with the geographic, economic, population and other factors influencing the needs and development of the communities serviced by the Parties; and

WHEREAS, the School District, the City, Parks and the Library each hereby find and determine that this Agreement and the Transaction contemplated hereby is mutually fair and advantageous to the School District, the City, Parks and the Library and their respective constituents.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

AGREEMENT

1. Real Property Purchase, Sale and Exchange Agreement between City and School District. Contemporaneously with the execution of this Agreement, the City and School District shall execute the Real Property Purchase, Sale and Exchange Agreement, in the form attached as Attachment A-1, providing for the transfer by the City to the School District of two City-owned properties (North Foothills Drive and Mullan Road sites), as further described therein, and further providing for the transfer by the School District to the City of School District property (Sprague Avenue site), as further described therein, and further providing for the transfer by the School District to the City a Right-of-Way Dedication Deed of School District property (Joe Albi Stadium site), as further described therein.

2. Interlocal Agreement between City and Library for Land Lease and Use Agreement. Contemporaneously with the execution of this Agreement, the City and Library shall execute land lease and use agreements, in the form attached as Attachment A-2, providing for the expansion of the existing Shadle Library Branch and Library's construction of a new library branch located in the Liberty Park neighborhood with both locations remaining under the ownership of Parks.

3. Exercise of Option for Joe Albi Stadium. Contemporaneously with the execution of this Agreement, the School District shall deliver written notice of its exercise of its purchase rights under that certain Option Agreement and Real Estate Purchase and Sale Agreement ("Option Agreement"), dated August 28, 2013, by and between the City and the School District, relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement. Upon closing under the Option Agreement, that certain Albi Stadium Lease Agreement, dated August 28, 2013, by and between the City and the School District, shall terminate pursuant to Section 18.1 in the Albi Stadium Lease Agreement.

4. Interlocal Agreement for Joint Use between City, Parks and School District. Contemporaneously with the execution of this Agreement, the City, Parks and School District shall execute a joint use agreement, in the form attached as Attachment B-1, providing for use of School District facilities for City programs and use of City Parks for School District programs.

5. Interlocal Agreement for Joint Use between School District and Library. Contemporaneously with the execution of this Agreement, the School District and Library shall execute a joint use agreement, in the form attached as Attachment B-2, providing for use of School District facilities for School District programs and Library programs.

6. Interlocal Agreement for Joint Use Between Parks and Library. Contemporaneously with the execution of this Agreement, the Parks and Library shall execute a joint use agreement, in the form attached as Attachment B-3, providing for use of each other's facilities for programs.

7. Interlocal Agreement for Operating Costs Between School District and Library. Contemporaneously with the execution of this Agreement, the School District and Library shall execute an agreement, in the form attached as Attachment C-1, providing for the construction and operation of the library facility located at Shaw Middle School to be constructed by the School District and the library facility located on Sprague Avenue to be constructed by the Library.

8. Notices. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

City:	City of Spokane Mayor 7th Floor, City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201 Copy to: City Attorney 5th Floor, City Hall 808 West Spokane Falls Blvd Spokane, Washington 99201
Park:	Spokane Parks & Recreation Director 808 West Spokane Falls Boulevard Spokane, Washington 99201
School District:	Spokane Public Schools Associate Superintendent, School Support Services 200 North Bernard Street Spokane, Washington 99201
Library:	Spokane Public Library Library Director 906 W Main Ave. Spokane, Washington 99201

9. Assignment. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

10. Liability. Each of the Parties shall indemnify, defend and hold harmless the other Parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying Party's intentional or negligent acts or breach of its obligations under the Agreement. This duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the indemnified Parties, their officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

11. Insurance. During the term of the Agreement, each of the Parties shall maintain in force at its own expense, each insurance noted below:

11.1 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 \$5,000,000;

11.2 General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement; and

11.3 Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

12. Anti-Kickback. No officer or employee of any of the Parties, 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.

13. Venue Stipulation. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

15. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

16. Representations and Warranties. Each of the Parties represent and warrant to the other Parties that the statements contained in this Section are correct and complete as of the Effective Date, will be correct and complete as of the closing dates of the transactions contemplated herein, and shall continue in full force and effect after such closings regardless of what investigations any of the Parties may have made with respect to the subject matter thereof. Each of the Parties acknowledge that the statements contained in this Section are material and are relied upon by the other Parties.

16.1 Organization.

- a. The City is a first-class charter city, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington, and the Charter of the City.
- b. The School District is a first-class school district operating under Title 28A RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- c. The Library is a public library operating under Chapter 27.12 RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- d. The Parks is an entity created in Article V of the City of Spokane Charter.

16.2 Binding Effect. Each of the Parties has full power and authority to execute and deliver this Agreement, and to perform said party's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of each of the Parties and is enforceable in accordance with its provisions. Prior to closing of the transactions contemplated hereunder, each of the Parties shall use best efforts to obtain all consents, permits, approvals, or other authorizations required from any authority in order for said Parties to effectuate the transactions contemplated in this Agreement.

16.3 Authority of Signatories. All individuals executing this Agreement on behalf of each of the Parties have the requisite power and authority to do so.

17. Miscellaneous.

17.1 Non-Waiver. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

17.2 Entire Agreement. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

17.3 Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

17.4 Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

17.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

17.6 Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

17.7 Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the Parties shall be deemed to be an employee, agent, servant or representative of one of the other Parties for any purpose.

18. Chapter 39.34 RCW Required Clauses.

18.1 Purpose. See Recitals above.

18.2 Duration. This Agreement shall be effective on the Effective Date and shall continue until terminated in accordance with Section No. 18.7 (Termination).

18.3 Organization of Separate Entity and its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18.4 Responsibilities of the Parties. See provisions herein.

18.5 Agreement to be Filed. The City, Parks, and Library shall file this Agreement with the Spokane City Clerk. The School District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

18.6 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.7 Termination. This Agreement shall terminate on the termination of all five agreements identified in Section No. 19 (Attachments). Each agreement identified in Section No. 19 (Attachments) shall terminate in accordance with its individual terms and conditions.

18.8 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.

19. Attachments.

A. Agreements Related to Real Property:

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

B. Agreements Related to Joint Use:

1. Attachment B-1: Interlocal Agreement for Joint Use Between City, Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between Parks and Library;

C. Agreement Related to Operating Costs:

1. Attachment C-1: Interlocal Agreement for Operating Costs Between School District and Library.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE PUBLIC SCHOOLS

By: _____
Its: Associate Superintendent, School Support Services

DATED: _____

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

CITY OF SPOKANE PARK BOARD

By: _____
Its: President

DATED: _____

SPOKANE PUBLIC LIBRARIES

By: _____
Its: _____

REAL PROPERTY PURCHASE, SALE AND EXCHANGE AGREEMENT

This Real Property Purchase, Sale and Exchange Agreement (“Agreement”) is made this ____ day of July, 2019 (“Effective Date”), by and between Spokane School District No. 81, a Washington state municipal corporation (“District”), and City of Spokane, a Washington state municipal corporation (“City”). The District and City may be individually referred to as a “Party” and jointly referred to as “Parties” in this Agreement.

RECITALS

WHEREAS, the City and District have entered into a Partnership Umbrella Agreement that contemplates certain property transactions, including property transfers between the City and District;

WHEREAS, the City owns certain real property located adjacent to the South Side Landfill and Mullan Road Elementary near E. 63rd Avenue and S. Altamont Street, in Spokane, Washington (Assessor’s Tax Parcel Nos. 34091.0125, 34044.1915, 34044.1807, 34044.2004, 34044.1903, 34044.2007, 34044.1809, 34044.1806, 34044.2001, 34044.1814, 34044.2008, 34044.1808, 34044.1912, 34044.1904, 34044.1901, 34044.2003, 34044.1902, 34044.1908, 34044.1811, 34044.1914, 34044.2002, 34044.2006, 34044.1910, 34044.1905, 34044.1907, 34044.1812, 34044.1906, 34044.1916, 34044.2005, 34044.1813, 34044.1911, 34044.1810, 34044.1913, 34044.1909, and 34044.1805) and located at 1250 E. North Foothills Drive, in Spokane, Washington (Assessor’s Tax Parcel Nos. 35081.3104, 35081.3402, 35081.3403, 35081.3404, 35081.3301, 35092.2505, 35092.2506, 35092.2507, 35092.5707, 35092.4101, 35092.4102, 35092.4103, 35092.4104, 35092.4105, and 35092.4106), as more particularly described on attached Exhibit A (“City Property”);

WHEREAS, the District owns certain real property located at 2904 E. Sprague Avenue, in Spokane, Washington (Assessor’s Tax Parcel Nos. 35222.0801, 35222.0802, 35222.0803, 35222.0804, 35222.0805, 35222.0806, 35222.0807, and 35222.0808), as more particularly described on attached Exhibit B (“District Property”);

WHEREAS, City desires to sell and District desires to purchase City Property as described on attached Exhibit A;

WHEREAS, District desires to sell and City desire to purchase District Property as described on attached Exhibit B;

WHEREAS, the District Property and the City Property may be collectively referred to as the “Exchange Property” in this Agreement; and

WHEREAS, the Parties also wish to establish up to a 60-foot wide public right-of-way over, under, through, and across the western edge of that certain land to be conveyed by the City to the District pursuant to that certain Option Agreement and Real Estate Purchase and Sale Agreement, dated August 28, 2013, by and between the Parties (“Option Agreement”), relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement.

WHEREAS, the Parties agree that the purchase, sale and exchange transaction contained herein is an intergovernmental disposition of property made pursuant to Chapter 39.33 RCW and that each party has held a public hearing with proper and timely notice per RCW 39.33.020.

Real Property Purchase,
Sale and Exchange Agreement

NOW THEREFORE, in consideration of the following terms, conditions and covenants, the Parties agree as follows:

AGREEMENT

1. Purchase, Sale and Exchange. The Parties hereby agree to convey and exchange the District Property for the City Property and vice versa. In addition, the District hereby agrees to convey to the City a 60-foot wide strip of land for public street purposes and all uses incidental thereto, in substantial form and content as set forth in Exhibit C.

2. Consideration and Full Value. The Parties have concluded, after due diligence by each, that the District and City will each receive, as consideration, full value for the exchange of properties due to: (a) the respective value of each property; (b) the right by each party to use each other's property as described in the Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation, and (c) the other benefits, efficiencies, and value accruing to each party by virtue of this Agreement and by virtue of the other agreements to be entered into by the Parties and as described more fully and contemplated by in the Partnership Umbrella Agreement, dated February 14, 2019. The Parties further conclude, after due diligence by each, that the District and City shall receive equivalent full value for the exchange of properties and the other consideration described herein, and thus no cash shall be exchanged between the Parties.

3. Escrow and Title Insurance.

3.1 Escrow. The purchase and sale of the Exchange Property shall be accomplished through an escrow ("Escrow") established at First American Title Insurance Company, 40 E. Spokane Falls Blvd., Spokane, WA 99202 (509) 456-0550, or other entity mutually agreed upon by the Parties ("Escrow Holder"). Upon the request of the Escrow Holder, the Parties shall execute any supplemental escrow instructions required by Escrow Holder for the purpose of implementing and carrying out the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the escrow instructions, this Agreement shall control.

3.2 Close of Escrow. The purchase and sale of the Exchange Property will close on or before **Thursday, October 31, 2019**, or such other date as the Parties may agree upon in writing ("Closing Date").

3.3 City Title Policy. Escrow Holder, unless otherwise advised by District, shall cause a Title Insurance Company ("Title Insurance Company") to issue City an owner's policy of title insurance ("City Title Policy"), with liability in the amount of \$1,000,000.00 showing title to the District Property vested in City, subject only to the City Permitted Exceptions (as defined below).

3.4 District Title Policy. Escrow Holder, unless otherwise advised by City, shall cause Title Insurance Company to issue District owners policies of title insurance ("District Title Policies"), with liability in the amount of \$1,000,000.00 showing title to the City Properties vested in District, subject only to the District Permitted Exceptions (as defined below).

3.5 Permitted Exceptions. As used in this Agreement, “City Permitted Exceptions” means such matters appearing in the commitment for the City Title Policy as may be approved in writing by City or deemed approved by City as provided in this Agreement. As used in this Agreement, “District Permitted Exceptions” means such matters appearing in the commitment for the District Title Policies as may be approved in writing by District or deemed approved by District as provided in this Agreement.

3.6 Actions of Escrow Holder. On the Closing Date, Escrow Holder shall perform the following:

3.6.1 Statutory Warranty Deeds and Right-of-Way Dedication Deed. Cause Statutory Warranty Deeds and Right-of-Way Dedication Deed, with accompanying excise tax affidavits and any other applicable documents, to be recorded in the official records of the County where the Exchange Property is located, and obtain conformed copies thereof for distribution to District and City.

3.6.2 Disburse Funds. Disburse all funds deposited with Escrow Holder as follows (and in the following order):

Pay all closing costs to be paid through Escrow (including, without limitation, recording fees, property and excise taxes, if any, premiums for the City Title Policy and District Title Policies and escrow fees);

Pay, or cause to be removed from title, all mortgages, deeds of trust and other liens; and

Disburse any remaining funds to the Parties in accordance with separate wiring or other payment instructions delivered to Escrow Holder.

3.7 Additional Matters. Escrow Holder shall:

Direct the Title Insurance Company to issue the City Title Policy to City and the District Title Policies to District; and

Deliver to the Parties: (i) conformed copies of the Statutory Warranty Deeds and other recorded documents; (ii) originals of the Closing Documents; (iii) City’s closing statement and (iv) District’s closing statement.

4. Closing Matters. The Parties shall execute and deliver to Escrow Holder the following documents, before the Closing Date and, except as otherwise provided below, Escrow Holder shall deliver to the Parties immediately following the Closing Date, the following documents (“Closing Documents”), all in form and substance acceptable to the Parties:

4.1 Statutory Warranty Deeds and Right-of-Way Dedication Deed. Statutory Warranty Deed, in recordable form, conveying title to the District Property to City free and clear of all defects and encumbrances and subject only to the City Permitted Exceptions (“City Deed”), which shall be recorded at the time of the Closing Date. The City Deed shall provide that the District Property is to be used

for purposes of construction of a new library and, if a new library is not constructed on the property within ten (10) years, title shall revert to the District.

Statutory Warranty Deeds, in recordable form, conveying title to the City Properties to District free and clear of all defects and encumbrances and subject only to the District Permitted Exceptions (“District Deeds”), which shall be recorded at the time of the Closing Date. The District Deeds shall provide that the City Properties are to be used for purposes of construction of new schools and, if the District does not construct a new school on the property within ten (10) years, title shall revert to the City.

The City Deed and the District Deeds are collectively referred to as the “Deeds.”

Public Right-of-Way Dedication Deed, in recordable form, in substantial form and content as set forth in Exhibit C, which shall be recorded at the time of the Closing Date. The Right-of-Way Dedication Deed shall provide that the right-of-way is to be used for public street purposes and all uses incidental thereto and, if a new public street is not constructed on the property within ten (10) years, the easement shall revert to the District.

- 4.2 **FIRPTA.** Non-foreign person affidavits (“FIRPTA Affidavits”) stating that District and City are not foreign persons as defined in Section 1445(b)(2) of the Internal Revenue Code.
- 4.3 **Real Estate Excise Tax Affidavits.** The parties shall execute Real Estate Excise Tax Affidavits.
- 4.4 **Other Documents.** All other documents reasonably necessary to effectuate the transactions contemplated by this Agreement.

5. **Closing Costs.**

- 5.1 **City Closing Costs.** On the Closing Date, City shall pay the following costs:

- 5.1.1 The cost of a standard owner’s policy for the District Title Policies.
- 5.1.2 Prorated real property taxes.
- 5.1.3 Recording fees for recording of the City Deeds and the Right-of-Way Dedication Deed.
- 5.1.4 Real estate excise taxes applicable to the sale of the City Properties (the Parties agree that the sale of City Properties is not subject to payment of real estate excise taxes).
- 5.1.5 One-half of the escrow fees.

5.2 District Closing Costs. On the Closing Date, District shall pay the following costs:

5.2.1 The cost of a standard owners' policies for the City Title Policy.

5.2.2 Prorated real property taxes.

5.2.3 Recording fees for recording of the District Deed.

5.2.4 Real estate excise taxes applicable to the sale of the District Property (the Parties agree that the sale of District Property is not subject to payment of real estate excise taxes).

5.2.5 One-half of the escrow fees.

6. Conditions Precedent.

6.1 City's Conditions. City's obligation to purchase the District Property and sell the City Properties is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. As used herein, the term "Feasibility Date" shall mean from the Effective Date until the Closing Date. City may waive in writing any or all of such conditions, without prejudicing or affecting any other rights City may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, City shall have the right to cancel Escrow, and terminate this Agreement without liability.

6.1.1 Title Commitment.

(1) Within thirty (30) calendar days after the later of the Effective Date of this Agreement or the City's receipt of the commitment for the City Title Policy with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("City's Title Review Period"), City may give written notice to the District identifying any title exceptions to the City Title Policy disapproved by City (for purposes of this Section only, "City's Title Notice"). If City fails to give such notice, City shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by District at District's cost on or before the Closing Date.

(2) If District will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) calendar days after receipt of City's Title Notice, District shall give written notice to City identifying the disapproved title exceptions that District is unable to remove (for purposes of this Section only, "District's Title Notice"). If District fails to give such notice, District shall be deemed to have agreed to remove the title exceptions disapproved by City.

(3) City shall have until the Closing Date to either: (i) approve the title exceptions identified in District's Title Notice that District is unable to

remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to District and Escrow Agent. If City fails to deliver such notice to District, City shall be deemed to have disapproved of the title exceptions identified in the District's Title Notice that District is unable to remove.

6.1.2 Due Diligence. City shall have ninety (90) calendar days ("Due Diligence Period") after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as City deems necessary. Upon review of such investigation City may, at its option, terminate this Agreement during the Due Diligence Period.

The District shall provide to City, or make available to City for inspection, as soon as possible (but in any event no later than ten (10) calendar days after the Effective Date) all materials relating to the District Property specified in this Section 6.1.2 that exist and that are in the District's actual possession or that the District knows exist and to which the District has access (collectively, the "City Due Diligence Materials"). If the District thereafter discovers any additional items that should have been included among the due diligence materials, the District shall promptly deliver them to the City. City Due Diligence Materials will include:

- copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to the District's knowledge, affect title to the District Property and that are not disclosed by the Preliminary Commitment;
- all surveys, plats or plans relating to the District Property;
- all leases for the District Property, or any portion thereof, if any, which remain in effect;
- all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;
- all labor contracts affecting the District Property, if any;
- all warranties and guarantees affecting any portion of the District Property;
- notice of any existing or threatened litigation affecting or relating to the District Property and copies of any pleadings with respect to that litigation;
- (i) all governmental permits and approvals obtained or held by the District and relating to (A) the construction, operation, use or occupancy of any part of the District Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the District Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 6.1.2; and
- (i) all environmental assessment reports with respect to the District Property that were performed or that are being performed by or for the District and remain in the possession of or reasonably available to the District, (ii) any raw data that relates to the environmental condition of the District Property, (iii) any governmental correspondence, orders, requests for information or action

and other legal documents that relate to the presence of hazardous material and/or substances on, in or under the District Property, and (iv) any other information material to the environmental condition or potential contamination of the District Property.

6.1.3 Title Policy. The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the City Title Policy. There shall have been no material adverse change to the District Exchange Property.

6.1.4 No Pending Actions. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the District Exchange Property to City; or (2) the outcome of which would have an adverse effect on City's ownership of the District Exchange Property.

6.2 District's Conditions. District's obligation to purchase the City Properties and sell the District Property is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. The District may waive in writing any or all of such conditions, without prejudicing or affecting any other rights District may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, District shall have the right to cancel Escrow and terminate this Agreement without liability.

6.2.1 Title Commitment.

(1) Within thirty (30) calendar days after the later of the Effective Date of this Agreement or the District's receipt of the commitment for the District Title Policies with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("District's Title Review Period"), District may give written notice to City identifying any title exceptions to the District Title Policies disapproved by District (for purposes of this Section only, the "District's Title Notice"). If District fails to give such notice, District shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by City at City's cost on or before the Closing Date.

(2) If City will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) calendar days after receipt of District's Title Notice, City shall give written notice to District identifying the disapproved title exceptions that City is unable to remove (for purposes of this Section only, the "City's Title Notice"). If City fails to give such notice, City shall be deemed to have agreed to remove the title exceptions disapproved by District.

(3) District shall have until the Closing Date to either: (i) approve the title exceptions identified in the City's Title Notice that City is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to City and Escrow Agent. If District fails to

deliver such notice to City, District shall be deemed to have disapproved the title exceptions identified in the City's Title Notice that City is unable to remove.

6.2.2 Due Diligence. District shall have ninety (90) calendar days ("Due Diligence Period") after execution of this Agreement after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as District deems necessary. Upon review of such investigation, the District may, at its option, terminate this Agreement during the Due Diligence Period.

The City shall provide to District, or make available to the District for inspection, as soon as possible (but in any event no later than ten (10) calendar days after the Effective Date) all materials relating to the City Property specified in this Section 6.2.2 that exist and that are in the City's actual possession or that the City knows exist and to which the City has access (collectively, the "District Due Diligence Materials"). If the City thereafter discovers any additional items that should have been included among the due diligence materials, the City shall promptly deliver them to the District. District Due Diligence Materials will include:

- copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to the City's knowledge, affect title to the City Property and that are not disclosed by the Preliminary Commitment;
- all surveys, plats or plans relating to the City Property;
- all leases for the City Property, or any portion thereof, if any, which remain in effect;
- all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;
- all labor contracts affecting the City Property, if any;
- all warranties and guarantees affecting any portion of the City Property;
- notice of any existing or threatened litigation affecting or relating to the City Property and copies of any pleadings with respect to that litigation;
- (i) all governmental permits and approvals obtained or held by the City and relating to (A) the construction, operation, use or occupancy of any part of the City Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the City Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 6.1.2; and
- (i) all environmental assessment reports with respect to the City Property that were performed or that are being performed by or for the City and remain in the possession of or reasonably available to the City, (ii) any raw data that relates to the environmental condition of the City Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous material and/or substances on, in or under the City Property, and (iv) any other information material to the environmental condition or potential contamination of the City Property.

6.2.3 Title Policy. The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the District Title Policies. There shall have been no material adverse change to the City Exchange Properties.

6.2.4 No Pending Actions. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the City Exchange Properties to District; or (2) the outcome of which would have an adverse effect on District's ownership of the City Exchange Properties.

6.3 Parties' Conditions. The Parties obligation to close is also conditioned upon:

6.3.1 Interlocal Cooperation Agreement. Execution by all named parties, on or before July 31, 2019, of the Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation; and

6.3.2 Right-of-Way Dedication Deed. The District's delivery of a Right-of-Way Dedication Deed, in the form attached hereto as Exhibit C.

7. Right of Entry. Following acceptance of this Agreement, each Party, its agents, employees, contractors or its potential tenants/users may enter the Exchange Property to be purchased by such Party for the purpose of investigating, inspecting, surveying, testing the soil or improvements (including buildings, structures, etc.) and conducting feasibility studies to determine the suitability of such Exchange Property, including improvements for such Party's intended use. The Party entering such Exchange Property, its agents, contractors or tenants/users shall, in a commercially reasonable manner, have the right to conduct invasive testing or boring, with the prior consent of the Party that owns such Exchange Property, which shall not be unreasonably withheld.

City agrees to indemnify and hold District harmless for any loss, cost or expense resulting from damage to the District Exchange Property, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of District or its agents. District agrees to indemnify and hold City harmless for any loss, cost or expense resulting from damage to the City Exchange Properties, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of the City or its agents.

Each Party shall provide the other with reasonable prior written notice of its intent to enter such Exchange Property describing the date of entry, the purpose and activities to be conducted on such Exchange Property. A Party's activity or work on such Exchange Property shall be performed with minimum disturbance to such Exchange Property. Upon completion of the work or activity, such Exchange Property shall be restored to the condition in which it was found.

8. Cooperation. The Parties agree to cooperate in the execution of all documents or instruments reasonably necessary to affect the conveyance of the Exchange Property, and such other and further documentation as is required by either Party to perform the obligations of the Parties hereunder.

9. Consents, Approval, and Agreement. Any requirement of consent, permission approval or agreement in this Agreement by a Party shall be accomplished in good faith, and in such Party's reasonable discretion.

10. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered when received at the address set forth below.

If to District:

Spokane Public Schools
Associate Superintendent, School Support Services
200 North Bernard Street
Spokane, Washington 99201
(509) 354-7272

If to City:

City of Spokane
Mayor
7th Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201
(509) 625-6064

Copy to:

City Attorney
5th Floor, City Hall
808 West Spokane Falls Blvd
Spokane, WA 99201

11. Possession. City shall be entitled to possession of the District Exchange Property on the Closing Date, and District shall be entitled to possession of the City Exchange Properties on the Closing Date.

12. Time. Time is of the essence with respect to this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day.

13. Default. If either party breaches its obligation to purchase the Property in accordance with the terms of this Agreement and Escrow fails to close by reason of such breach, then the non-breaching Party's sole remedy for such breach shall be to terminate this Agreement.

14. Entire Agreement and Modification. This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

15. Binding Effect and Governing Law. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Washington.

16. Attorneys' Fees. If any action is brought by either Party against the other party related to the enforcement of this Agreement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

17. As-Is Sale. THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND STATUTORY WARRANTY DEEDS, (I) THEY ARE BUYING THEIR RESPECTIVE PORTIONS OF THE EXCHANGE PROPERTY ON AN "AS-IS" BASIS; (II) THEY HAVE MADE OR WILL HAVE MADE THEIR OWN INVESTIGATIONS AND INSPECTIONS OF THE EXCHANGE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL ASPECTS OF THE EXCHANGE PROPERTY AND THE EXCHANGE PROPERTY'S COMPLIANCE WITH ALL LAWS APPLICABLE TO THE EXCHANGE PROPERTY'S CURRENT OR INTENDED USE OR DEVELOPMENT; (III) THEY ARE RELYING SOLELY ON SUCH REPORTS AND THEIR OWN INVESTIGATIONS AS TO THE EXCHANGE PROPERTY, ITS CONDITION AND OTHER CHARACTERISTICS AND COMPLIANCE WITH LAWS; AND (IV) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THEY ARE NOT MAKING THE PURCHASE OF THE EXCHANGE PROPERTY IN RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY THE OTHER PARTY, AS TO THE CONDITION OF OR CHARACTERISTICS OF THE EXCHANGE PROPERTY, ITS FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, THE EXCHANGE PROPERTY'S COMPLIANCE WITH ANY ZONING OR OTHER RULES, REGULATIONS, LAWS OR STATUTES APPLICABLE TO THE EXCHANGE PROPERTY, OR THE USES PERMITTED ON, OR THE DEVELOPMENT REQUIREMENTS FOR, OR ANY OTHER MATTERS RELATING TO THE EXCHANGE PROPERTY.

18. Representations and Warranties. The Parties make the following representations and warranties, each of which is material and relied upon by the other Party. The provisions of this Section will survive Close of Escrow.

18.1 Environmental. The Parties make no representations or warranties of any kind concerning the environmental condition of the Exchange Property being sold by such Party. Each of the Parties shall make a good faith effort to provide copies to the other Party of all material environmental studies and audits conducted in relation to the Exchange Property in the last thirty (30) years of which a Party has custody or control. Notwithstanding any other provisions of this Agreement, the Parties acknowledge and agree that the representations and warranties contained in this Section are the only representations and warranties given by the Parties with respect to environmental matters or compliance with environmental laws and hazardous substances and no other provisions of this Agreement shall be interpreted as containing any representation or warranty with respect thereto.

18.2 Binding Agreements, Authority, and Conflicts. This Agreement and all exhibits and documents to be delivered by the Parties pursuant to this Agreement have been duly executed and delivered by the Parties and constitute the valid and binding obligations of the Parties, enforceable in accordance with their terms. Each Party has all necessary authority, has taken all action necessary to enter into this Agreement and to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery and performance of this Agreement will not conflict with or constitute a breach or default under the organizational documents of the Parties and, to each Party's knowledge, (i) any material instrument, contract, or other agreement to which a Party is a party which affects the portion of the Exchange Property being sold by such Party; or (ii) any statute or any regulation, order, judgment or decree of any court or governmental authority.

18.3 Sole Owner. City is the sole fee owner of the City Exchange Properties and has good and marketable title thereto. District is the sole fee owner of the District Exchange Property and has good and marketable title thereto.

18.4 Condemnation. There is no pending or, to each Party's knowledge, threatened condemnation affecting the portion of the Exchange Property being sold by such Party. There is no pending or, to each Party's knowledge, threatened proceedings that would adversely affect access to the portion of the Exchange Property being sold by such Party.

19. Survival. All provisions of this Agreement which by their terms would survive the Close of Escrow shall survive the Close of Escrow and not be merged with the Deeds.

20. Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.

21. Survey and Legal Lot. The City Properties are in the process of being created into legal lots by the City, and the City shall supply at its sole cost and expense a survey and legal description of the City Properties substantially conforming to the depiction set forth on Exhibit B. The survey shall be prepared by a professional land surveyor in the State of Washington.

The City shall diligently pursue such subdivision approvals or boundary line adjustments and pay all the costs thereof. At the Closing Date, the City shall ensure the City Properties are legal lots under applicable state and local subdivision or boundary line adjustment laws and regulations.

22. Cooperation After Closing. After the Closing Date, the parties shall execute such documents and take further actions as may be reasonably required or desirable to carry out the provisions and intent of this Agreement.

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Real Property Purchase,
Sale and Exchange Agreement

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

CITY:

By: _____
Linda McDermott
Associate Superintendent,
School Support Services

By: _____
David A. Condon
Mayor

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Legal Descriptions of City Properties

Real property in the County of Spokane, State of Washington, described as follows:

South Side Landfill Buffer Parcels

Lots 5 through 14, Block 1; Lots 1 through 16, Block 2; Lots 1 through 7, Block 3; TOGETHER WITH a 10 foot strip between Lots 4 and 5, Block 3 (Dedicated for use as access to adjacent school property) All of South Ridge Forest Forth Addition, as per Plat thereof recorded in Volume 15 of Plats, page 23,

And MCINNIS TRS LT 1 BLK 1 INCL S1/2 OF VAC 65TH AVE LYG N & ADJ & W OF MOUNT VERNON RD,

Foothills Parcels

Blocks 39, 41, 42 and the east half of vacated Morton Street west of an adjacent to said Block 39 and all of vacated Grace Avenue lying between Blocks 39 and 42 and all of vacated Denver Street lying between Blocks 39, 41, 42 and all of the alleys in said Blocks 39 and 42 and the platted Spokane and Northern Railroad Right of Way lying southerly and adjacent to said Blocks 39 and 41, Wolverton and Conlan's Addition, according to Plat recorded in Volume "B" of Plats, Page 59.

Except all those portions of Land lying northerly of the south right of way line of North Foothills Drive. And being more particularly described as follows:

Beginning at the northeast corner of Lot 6 Block 41 of said Wolverton and Conlan's Addition and the south right of way of North Foothills Drive, Thence southerly along the east line of Block 41 to the intersection of the south line of the Spokane and Northern Railroad and the northeast corner of Lot 4 Block 26 of said Wolverton and Conlan's Addition, thence southwesterly along the south right of way of said Spokane and Northern Railroad to the center of vacated Morton Street, thence northerly along said centerline of Morton Street to the south right of way line of North Foothills Drive, thence northeasterly along said right of way line to the Point of Beginning.

East Foothills Properties

ASSESSORS TAX PARCEL: 35081.3404

LEGALLY DESCRIBED AS: WOLVERTON & CONLAN'S ADD LTS 1 THRU 5 & E1/2 VAC MORTON S T& LTS 14 THRU 19 & VAC ALLEY LYG BET LTS 1 THRU 5 & LTS 15TH RU 19 BLK 27

ASSESSORS TAX PARCEL: 35081.3402

LEGALLY DESCRIBED AS: WOLVERTON & CONLANS ADD LTS 1 THRU 4 INC VAC 100' STP W OF & ADJ BLK 26

ASSESSORS TAX PARCEL: 35081.3301

LEGALLY DESCRIBED AS: WOLVERTON & CONLANS L1 TO 6 B25

Real Property Purchase,
Sale and Exchange Agreement

ASSESSORS TAX PARCEL: 35081.3403
LEGALLY DESCRIBED AS: WOLVERTON & CONLAN'S ADD LTS 6 THRU 13 INC E1/2 OF VAC
MORTON ST & ALL VAC ALLEY LYGING WITHIN BLK 27

ASSESSORS TAX PARCEL: 35081.3501
LEGALLY DESCRIBED AS: WOLVERTON & CONLONS ADD LTS 1 THRU 15 BLK 28 & VAC
ALLEY INBLK 28 & VAC 50' STP E & ADJ & W1/2 OF VAC
COLUMBUS ST LYG WOF & ADJ LTS 1 THRU 7 EXC R/W

ASSESSORS TAX PARCEL: 35081.3002
LEGALLY DESCRIBED AS: 08-25-43: WOLVERTON AND CONLAN'S ADDITION BLOCK 38;
TOG W/ E 1/2 VAC COLUMBUS ST, W 1/2 VAC MORTON ST, ALL
ALLYES; ALSO TOG W/ PLATTED RR ROW LYG SLY AND
ADJACENT TO BLOCK 38; EXC ROADS

ASSESSORS TAX PARCEL: 35081.3104
LEGALLY DESCRIBED AS: 08-25-43: WOLVERTON AND CONLAN'S ADDITION BLOCKS 39,
41, & 42; TOG/ W E 1/2 OF VAC MORTON ST, ALL VAC GRACE
AV, ALL VAC DENVER ST, ALL ALLEYS; ALSO TOG W/
PLATTED RR ROW LYG SLY AND ADJ TO BLOCKS 39 & 41. EXC
ROADS

ASSESSORS TAX PARCEL: 35092.4103
LEGALLY DESCRIBED AS: AVONDALE ADD L3 B41

ASSESSORS TAX PARCEL: 35092.2505
LEGALLY DESCRIBED AS: AVONDALE ADD L5-6 B25

ASSESSORS TAX PARCEL: 35092.2506
LEGALLY DESCRIBED AS: AVONDALE ADD L7 B25

ASSESSORS TAX PARCEL: 35092.4106
LEGALLY DESCRIBED AS: AVONDALE ADD EXC W40FT L5-6 B41

ASSESSORS TAX PARCEL: 35092.4102
LEGALLY DESCRIBED AS: AVONDALE ADD L2 B41

ASSESSORS TAX PARCEL: 35092.4101
LEGALLY DESCRIBED AS: AVONDALE ADD L1 B41

ASSESSORS TAX PARCEL: 35092.2507
LEGALLY DESCRIBED AS: AVONDALE ADD L8 B25

ASSESSORS TAX PARCEL: 35092.4105
LEGALLY DESCRIBED AS: AVONDALE ADD W40FT L5-6 B41

ASSESSORS TAX PARCEL: 35092.4104
LEGALLY DESCRIBED AS: AVONDALE ADD L4 B41

Real Property Purchase,
Sale and Exchange Agreement

ASSESSORS TAX PARCEL: 35092.5707

LEGALLY DESCRIBED AS: AVONDALE ADD PTN OF B.N.R.R. 60FT WIDE NEWPORT TO SPOKANE BRANCH LN R/WBEING 30FT WIDE ON EACH SIDE OF SD MAIN TRACK C/L ACROSS NW1/4 OF SEC 9 LYG BETWEEN W LN OF SD NW1/4 AND W R/W PERRY ST

ASSESSORS TAX PARCEL: 35081.3104

LEGALLY DESCRIBED AS: 08-25-43: WOLVERTON AND CONLAN'S ADDITION BLOCKS 39, 41, & 42; TOG/ W E 1/2 OF VAC MORTON ST, ALL VAC GRACE AV, ALL VAC DENVER ST, ALL ALLEYS; ALSO TOG W/ PLATTED RR ROW LYG SLY AND ADJ TO BLOCKS 39 & 41. EXC ROADS

In the event such legal description should be inaccurate or incomplete, it is agreed between the Parties that the Escrow Holder may supply or correct such description.

Exhibit B

Legal Descriptions of District Properties

Real property in the County of Spokane, State of Washington, described as follows:

LOTS 1 THROUGH 12 INCLUSIVE, BLOCK 2, BISBEE'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "B" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

In the event such legal description should be inaccurate or incomplete, it is agreed between the Parties that the Escrow Holder may supply or correct such description.

Exhibit C

AFTER RECORDING RETURN TO:

City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

Ptn. Parcel No. _____

RIGHT-OF-WAY DEDICATION DEED

THE GRANTOR, Spokane School District No. 81, a Washington state municipal corporation, for good and valuable consideration in hand paid, dedicates to the City of Spokane, a municipal corporation of the State of Washington, an easement for public street purposes and all uses incidental thereto, the real property described in Exhibit "A" hereto, situate in the City and County of Spokane, State of Washington, SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record.

Prior to the initial construction, removal, or replacement of the public street, Grantee shall submit notice of the same to the Grantor. No such work by Grantee shall be commenced without the Grantor's prior written approval, which approval shall not be unreasonably withheld or delayed. Grantee shall coordinate the dates of its construction with the Grantor. Grantee shall exercise its rights under this instrument so as to minimize interference with Grantor's use of Grantor's adjoining property for school purposes. The Grantor shall have no obligation to pay for any costs and expenses of the installation, maintenance, repair, removal, and replacement of the public street or appurtenances thereto.

If a public street is not constructed on the property within ten (10) years, this easement and all of Grantee's rights hereunder shall, without any payment to Grantee, automatically terminate and revert to Grantor.

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

Grantee:	City of Spokane Mayor Fifth Floor, City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201
Grantor:	Spokane Public Schools Associate Superintendent, School Support Services

Real Property Purchase,
Sale and Exchange Agreement

200 North Bernard Street
Spokane, Washington 99201

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed by affixing its signature hereunto this ____ day of _____, 2019.

GRANTOR

By: _____
Its: Associate Superintendent, School Support Services

GRANTEE

By: _____
Its: _____

Exhibit “A”

STATE OF WASHINGTON)
 :ss.
County of Spokane)

This record was acknowledged before me on _____, 2019 by Linda McDermott as Associate Superintendent, School Support Services of Spokane School District No. 81, a Washington state municipal corporation.

Notary Public in and for the State of Washington,
My commission expires:_____

STATE OF WASHINGTON)
 :ss.
County of Spokane)

This record was acknowledged before me on _____, 2019 by _____
as _____ of City of Spokane, a Washington state municipal corporation.

Notary Public in and for the State of Washington,
My commission expires:_____

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT
REGARDING JOINT USE OF FACILITIES**

1. Parties. This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

2. Authority and Purpose. The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and parks.

3. Administration. The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 Meetings. District and City staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 Coordinator of Services. Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Director of Parks and Recreation (509-625-6204)

The parties agree that Coordinator of Staff duties can be delegated to staff as appropriate by notice in writing to the other party.

4. Duration. This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 12 below.

5. Definitions.

5.1 “Campus Schools” shall mean schools which are located adjacent to City park property and utilize City park property for regular school activities. The following is a list of “Campus Schools” including but not limited to:

Schools/Parks

Bemiss/Courtland Park
Finch/Audubon Park
Grant/Grant Park
Hamblen/Hamblen Park
Indian Trail/Indian Trail Park
Madison/Franklin Park
Garry Middle/Nevada Park
Shadle Park High/Shadle Park

5.2 “City Facilities” shall mean those park and recreation open spaces and facilities on City property which includes: ball fields, tennis courts, swimming pools/splash pads, golf courses and conservation lands. Riverfront Park facilities are based on availability and include open spaces and the North Bank and Forestry Shelters. Current policy is available on the City website at www.spokaneparks.org.

5.3 “Class I Organization Sanctioned School Sponsored Activities” shall mean those activities defined in Section III. A. 2. a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the District website at www.spokaneschools.org.

5.4 “Direct Cost” shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.5 “District Facilities” shall refer to both “School Grounds” and “School Buildings”.

5.6 “Exhibits” shall include the following:

- A. Joint Use Scheduling Procedures
- B. SPRD/SPS Annual August Meeting Agenda
- C. GSL Golf Joint Use Agreement Protocol
- D. Shared Maintenance of Grounds at Designated Location Drawings

5.7 “Joint Use Partner” shall mean any entity that has a reciprocal agreement with either party to this Agreement.

5.8 “School Buildings” shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.

5.9 “School Grounds” shall refer to grounds, tennis courts, and playfields owned by the District.

6. Priority of Use.

6.1 First Priority Use. The Property owner has first priority for scheduling their facilities.

6.2 Second Priority Use. Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**

6.3 Limitation. Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

6.4 Third and Lower Priority Use. Shall be at the discretion of the entity.

7. Use of Facilities.

7.1 Usage and Facility Availability. District Facilities available for use are primarily elementary and middle schools; high schools gyms may be requested but availability is extremely limited. During the usual and regular school year, all City property adjacent to a District school site, and all other City park property not adjacent, but which is used by District for school activities as allowed by this Agreement, shall be considered to be operated and controlled by the District for purposes of RCW 28A.635.020 until 5 p.m. or at such time each day when the school activity is completed. Additional details are available in **Exhibit A** to this Agreement.

7.2 Scheduling.

7.2.1 Scheduling of School Buildings. Scheduling shall be in accordance with the details identified in **Exhibit A: "Schools/Park & Recreation Scheduling Procedures"** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for kitchens.

7.2.2 Scheduling Fields and Other Facilities. Scheduling shall be in accordance with the details identified in **Exhibits A, B, and C** as mutually agreed upon between the parties.

7.2.3 Non-school Day and Holiday Use. Either party can request use of the other party's facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7.2.4 Cancellation. Either party will provide a minimum of 5 days' notice of any cancellation. Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day

7.2.5 Play Equipment Availability. Play equipment on parks adjacent to Campus Schools will be available to the public during school hours except where the District desires exclusive use. When exclusive use is desired, the District shall either post notice of the District's exclusive use in the Park or otherwise provide notice to the public of the District's exclusive use.

8. Shared Maintenance.

8.1 Grounds Maintenance. The District and City shall share ground maintenance at Bemiss, Cooper, Finch, Grant, Indian Trail, Madison, Garry, and Shadle Schools in accordance with **Exhibit D.**

8.2 Facility Improvement Requests. Any requests by District to modify or improve City Facilities shall be submitted to the City's Director of Parks and Recreation for advance approval. This would include cutting and removing sod, relocation of backstops, installation of batting cages, buildings and other improvements.

9. Rights and Responsibilities of Both Parties.

9.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

9.2 Supervision and Inspection.

9.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

9.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

9.3 Fees, Maintenance and Custodial Service.

9.3.1 No fees except for Direct Costs shall be charged the other party for use of District and City Facilities.

9.3.2 Routine maintenance of the properties shall be the responsibility of the owning party. Pre-game dragging, in-field watering or lining, etc. will be the responsibility of the using party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

9.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

9.4 Utilities. The party owning the facility shall furnish all necessary utilities.

9.5 Equipment and Supplies.

9.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided

by the using party. District-owned or City-owned equipment which is not easily moved (for example, tumbling mats, volleyball standards, baseball bases, field liners, permanently mounted time clocks), may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

9.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

9.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

9.6 **Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

9.7 **No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers.

9.8 **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

9.9 **ADA Requirements.** Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

9.10 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

10. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

11. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.2 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery. This Agreement shall specifically supersede the Joint Use Agreement entered into between Spokane School District No. 81 and the City of Spokane on August 27, 1997. Albi Stadium shall not be considered property subject to this Agreement under the August 27, 1997 Joint Use Agreement, or any other prior joint use agreements previously entered into between the District and the City.

12. Termination/Written Notice.

12.1 Termination. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

12.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District:	Office of School Support Services Associate Superintendent, School Support Services Spokane Public Schools 200 North Bernard Street Spokane, WA 99201-0282
City:	Spokane Parks and Recreation Department Director City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201-3317

12.3 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.

13. Mandatory Dispute Resolution. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

14. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

15. Related Agreements. This Agreement incorporates **Exhibits A – D** attached hereto to this Agreement and to the extent this Agreement conflicts with an attached Exhibit, the attached Exhibit shall prevail. The following agreements remain in effect:

15.1 May 18, 1979 Agreement between Spokane School District No. 81 and the City of Spokane regarding Grant Elementary School and Grant Park property exchange.

15.2 July 25, 1979 Agreement between Spokane School District No. 81 and the City of Spokane regarding District prototype school gymnasium construction.

15.3 August 1, 1979 School Use Agreement between Spokane School District No. 81 and Washington Community College District 17.

15.4 August 4, 1981 Agreement between Spokane School District No. 81 and the City of Spokane for Woodridge and Regal gymnasium construction.

15.5 February 2, 1993 Lease Agreement between Spokane School District No. 81 and the City of Spokane for Loma Vista and Shadle Park property.

15.6 July 27, 2000 Joint Use Agreement between the Young Men's Christian Association of Spokane and Spokane Public Schools.

15.7 December 16, 2004 Facility Use Agreement between Spokane Public Schools and Community Colleges of Spokane.

16. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

17. Effective Date of Agreement. This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

18. RCW 39.34 Required Clauses.

18.1 Purpose. See Section 2 above.

18.2 Duration. See Section 4 above.

18.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18.4 Administration. See Section 3 above.

18.5 Responsibilities. See provisions herein.

18.6 Agreement to be Filed. The City shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

18.7 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.8 Termination. See Section 12 above.

18.9 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.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Garrett Jones
Director

Date

CITY OF SPOKANE

David A. Condon
Mayor

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Spokane Public Schools (SPS) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities

Scheduling Procedures

I. SPS/SPRD Scheduling Procedures for Joint Use

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

II. Authorization Protocol

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPS staff authorized to make requests on behalf of SPS or approve requests from SPRD are the Event Services Team or designated staff.

III. SPS and SPRD Facilities & Availability

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. *During the academic school year*, sites having Express After-School Child Care programs are available at 6:15 pm in the multipurpose rooms and 6:00 pm in the gyms (if the gym and multipurpose room are separate from each other.) All other sites are available at 5:15 pm. Express site information is available online at: <http://spokaneschools.org>
- c. The latest that an activity at an SPS Facility can be scheduled to end is 9:30 pm unless otherwise approved by SPS Event Services. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.
- d. SPRD may request building use on a non-student day however use may be limited to custodial staffing hours. If the event is outside of regular custodial hours direct costs will apply. In general, custodial coverage is available until 3:00 pm on non-student days; after 3:00 pm on non-student days a fee for custodial services is charged.

IV. Required Time Line

There will be a required annual meeting no later than the first week of August to establish deadlines for the year. An agenda with required topics is included as **Exhibit C**.

V. Facility Use Cancellations or Changes

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. For SPS facilities changes to scheduled events shall be submitted through e-mail to the Event Services Team at eventservices@spokaneschools.org. In the event of a later cancellation a call must be made to Event Services at 354-7167.
- d. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at athleticfieldallocations@spokanecity.org.
- e. If schools are closed due to weather all scheduled usage is cancelled.

VI. Scheduling

- a. SPS programs to take priority in SPS facilities and SPRD programs to take priority in SPRD facilities.
- b. SPS shall be responsible for scheduling all high school, middle school and Libby fields; however, Garry Middle School fields on SPRD property are scheduled by SPS until 5:00 pm on school days. Scheduling after 5:00 pm on a school day and non-school days is through SPRD.

- c. SPRD shall schedule all remaining fields within the City including elementary fields after **6:00 pm** during the school year at Express sites and after **5:15 pm** at all sites that do not have after-school programs.
- d. When scheduling a continuing event, at least one make-up day shall be designated in case of cancellation.

VII. Field Playability

- a. Each party will reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields on an annual basis to prevent excessive damage to turf.
- b. Field Closure – During periods of inclement weather, field maintenance, or scheduled improvements, field closures may be required.
- c. Closures may also result from poor playing conditions or damage. Notice of field closure will be sent by email.
- d. If a field is closed, no practice, games or other organized use will be allowed.

VIII. Field Use General Rules and Regulations

- a. The rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. Both parties reserve the right to immediately terminate the use of fields and agrees to immediately vacate the premises upon notification of termination for failure to adhere to the rules and regulations. Failure to comply with these rules and regulations may jeopardize future use of fields and facilities.
- b. Rules for use will be reviewed annually at the August meeting.

IX. Fees.

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

X. Sign-up Process to be Eligible to Use Facilities

Rules for facility usage must be completed by the requestor prior to the scheduled start date. In order to gain access to facilities instructors/coaches are required to have a copy of their signed documents available while utilizing the facilities. Without these documents instructors/coaches may not be allowed access into the facility.

EXHIBIT B
SPRD/SPS Annual August Meeting
Agenda

Meeting to be held no later than the first week of August year

1. Update contact list
2. Review school calendar
3. Discuss needs of each program and problems solve any challenges
4. Review deadlines for priority submission of schedules
5. Review scheduling details
6. Review rules for use and process for collection of signed rules
7. Review current rate schedules for direct costs
8. Facility/field projects that impact availability
9. Discuss any program changes that may impact other programs
10. Changes to facility/program hours
11. Equipment, maintenance and other needs
12. Discuss any operational changes or concerns
13. Other

Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.

Exhibit C
GSL Golf Joint Use Agreement Language

SPS has five (5) high school golf teams that use four (4) City golf courses.

The City has agreed to:

1. Provide at no cost to SPS eight (8) practice tee times per school per week on the two (2) days specified by the City with four (4) practice tee times per school per day. The total quantity of tee times include both the boys and girls teams.
2. Provide at no cost to SPS three (3) events annually: two (2) during the regular season and one (1) during the post season. In addition, there will be one paid post-season event with date and course to be negotiated between Parties.
3. Finalize the SPS team schedules designating the specific dates for receipt by SPS no later than January 31 of each year.
4. Reschedule events canceled due to weather whenever feasible. This shall be a communication between the high school golf coach and the course pro directly.
5. WIAA and GSL Event charges will be the current junior golf rate (e.g., **2019** rate of \$13.00 per round, per participant; 80 golfers on Day 1 and 40 golfers on Day 2).

SPS has agreed to:

1. Have golf coaches be responsible for setting up and using the eight (8) tee times as assigned with no more than four (4) players per tee time.
 2. Have golf teams pay for range balls used in practice.
 3. Have the golf teams help clean up/pick up balls on range or perform other necessary jobs the golf professional deems appropriate.
 4. Submit schedule requests to the City not later than June 15 of each year. See note above- Pros and Courses have said that they are not able to create a schedule prior to the fall.
 5. S) Abide by the latest version of the attached Parks & Recreation Board adopted High School Golf Rules.
 6. Make every effort to make the public, parents and constituents aware of the benefits SPS students are receiving from the donations of the course professional and from the golf division under the umbrella of our Joint Use Agreement with the City Parks and Recreation Department.
 - a. SPS provide SPRD an outlined plan as to how they intend on sharing this message
 - b. Encourage school booster clubs who hold annual golf tournaments to support the City courses.
 7. For WIAA Event Practice Rounds charges will be the current junior golf rate (e.g., 2012 rate of \$13 per round) per participant and the adult golf rate (e.g., 2012 rate of \$25 per round) per coach. Any additional event activities such as a barbecue at the course following practice rounds for players and coaches shall be charged over and above the course fees.
-

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
SPOKANE PUBLIC LIBRARY
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the Spokane Public Library (“Library”), a public library operating under Chapter 27.12 RCW, whose address is 906 West Main Avenue, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the Library and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and libraries.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Library Executive Director or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and Library staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Library Executive Director (509-___-___)

The parties agree that Coordinator of Staff duties can be delegated to staff by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 11 below.

5. **Definitions.**

5.1 **“Schools”** shall mean all district schools and facilities.

- 5.2 **“Library Facilities”** shall mean those open spaces and facilities operated by the Library.
- 5.3 **“Class I Organization Sanctioned School Sponsored Activities”** shall mean those activities defined in Section III.2.a., School District Procedure 4260 as now or hereafter mended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the district website at www.spokaneschools.org
- 5.4 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.
- 5.5 **“District Facilities”** shall refer to both “School Grounds” and “School Buildings”.
- 5.6 **“Exhibits”** shall include the following:
- A. Joint Use Scheduling Procedures
 - B. SPRD/SPS Annual August Meeting Agenda
- 5.7 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.
- 5.8 **“School Buildings”** shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.
- 5.9 **“School Grounds”** shall refer to grounds and playfields owned by the District.

6. **Priority of Use.**

- 6.1 **First Priority Use.** The Property owner has first priority for scheduling their facilities.
- 6.2 **Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**
- 6.3 **Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.
- 6.4 **Third and Lower Priority Use.** Shall be at the discretion of the entity.

7. **Use of Facilities.**

- 7.1 **Usage and Facility Availability.** District Facilities available for use are primarily elementary and middle schools. High school buildings and grounds and use of administrative sites may be available, but availability is limited. School sites are not available for use during the school day. Library facility usage will be available during library operating hours.
- 7.2 **Scheduling.**

7.2.1 Scheduling of School Buildings. Scheduling shall be in accordance with the details identified in **Exhibit A: “Schools/Library Scheduling Procedures”** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for use of SPS kitchens.

7.2.2 Scheduling Fields and Other Facilities. Scheduling shall be in accordance with the details identified in **Exhibit A and B** as mutually agreed upon between the parties.

7.2.3 Non-school Day and Holiday Use. Either party can request use of the other party’s facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7.2.4 Cancellation. Either party will provide a minimum of 5 business days’ notice of any cancellation. Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day.

8. Rights and Responsibilities of Both Parties.

8.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

8.2 Supervision and Inspection.

8.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party’s programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

8.2.2 Each party is solely responsible for inspecting the other party’s facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

8.3 Fees, Maintenance and Custodial Service.

8.3.1 No fees except for Direct Costs shall be charged the other party for use of District and Library Facilities.

8.3.2 Routine maintenance of the properties shall be the responsibility of the owning party.

8.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

8.4 **Utilities.** The party owning the facility shall furnish all necessary utilities.

8.5 **Equipment and Supplies.**

8.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

8.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

8.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

8.6 **Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

8.7 **No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers. .

8.8 **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital

status, familial status, sexual orientation, 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.

8.9 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

8.10 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

9. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

10. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

11. Termination/Written Notice.

11.1 Termination Notice. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

11.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District: Office of School Support Services
Associate Superintendent, School Support Services
Spokane Public Schools
200 North Bernard Street
Spokane, WA 99201-0282

Library: City of Spokane Public Library
Executive Director
906 W Main Ave
Spokane, WA 99211

11.3 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) days notice to the other

12. **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

13. **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

14. **Related Agreements.**

15. **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

16. **Effective Date of Agreement.**

This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

17. **RCW 39.34 Required Clauses.**

17.1 **Purpose.** See Section 2 above.

17.2 **Duration.** See Section 4 above.

17.3 **Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

17.4 **Administration.** See Section 3 above.

17.5 **Responsibilities.** See provisions above.

17.6 **Agreement to be Filed.** The Library shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with its Secretary and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

17.7 **Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

17.8 **Termination.** See Section 11 above.

17.9 **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.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

CITY OF SPOKANE LIBRARY

Andrew Chanse
Executive Director

Date

CITY OF SPOKANE

David A. Condon
Mayor

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
SPOKANE PUBLIC LIBRARY
OPERATING AGREEMENT**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the Spokane Public Library (“Library”), a public library operating under Chapter 27.12 RCW, whose address is 906 West Main Avenue, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the Library and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This Agreement clarifies the responsibilities and obligations of each party for sites with regularly scheduled ongoing use by the other party.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and libraries.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Library Executive Director or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and Library staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Library Executive Director (509-___-___)

The parties agree that Coordinator of Staff duties can be delegated to staff by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2024, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Paragraph 13 below.

5. **Definitions.**

5.1 **Ownership.** Title to property.

5.2 **Construction.** The project design, project management and all costs and liability associated with construction of a facility.

5.3 **Shared Facilities.** Facilities that are accessed under this agreement. Facilities that have long term use of dedicated space, much like a leased space.

5.3.1 Library facilities include but are not limited to:

5.3.1.1 Sprague Branch, known as “The Hive”

5.3.1.2 Shadle Park Branch

5.3.2 School facilities include but are not limited to:

5.3.2.1 Shaw Middle School

5.4 **Shared Maintenance and Operation Costs.** Ongoing operational costs for regularly scheduled usage on a long-term basis of a facility. Shared costs include but are not limited to custodial, maintenance, consumables and equipment.

5.5 **Joint Use.** One time or limited period of usages scheduled and accessed under separate agreement, Interlocal Agreement Between Spokane Public School sand Spokane Public Library Regarding Joint Use of Facilities.

6. **Facility Construction and Ownership.**

6.1 Facility ownership will be retained by each parting possessing title to the respective property.

6.2 Facility design will be collaborative with each party participating in the design team of the “shared facilities”.

6.3 Construction costs will be the obligation of the property owner.

6.4 All costs and liability associated with the construction is the responsibility of the respective owner.

6.5 Each facility share be equipped with the HVAC and other operating systems that are standard for the owning entity.

7. **Facility Operations, Cleaning and Maintenance.**

- 7.1 Routine cleaning is the responsibility of the property owner.
- 7.2 Routine maintenance is the responsibility of the property owner.
- 7.3 Major maintenance projects or other major improvements shall be presented and jointly approved with funding to be determined per Section 3.

8. **Facility Scheduling.** Facility scheduling shall be through each Party's facility scheduling system. See Exhibit A for additional detail.

9. **Shared Costs.**

- 9.1 All shared costs shall be reviewed annual at a joint meeting. See Section 3.
- 9.2 Incremental costs resulting from use under this agreement shall be estimated annually with the cost sharing agreed upon by the parties.
- 9.3 Unexpected costs shall be communicated immediately for determination on cost sharing.

10. **Rights and Responsibilities of Both Parties.**

10.1 **Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

10.2 **Supervision and Inspection.**

10.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

10.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

10.3 Utilities. The party owning the facility shall furnish all necessary utilities, including internet access unless otherwise agreed during construction design.

10.4 Equipment and Supplies.

10.4.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

10.4.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

10.4.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

10.5 Manner of Financing, Budgeting, and Billing. One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost.' This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

10.6 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers,

agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party.

10.7 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

10.8 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

10.9 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

11. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

12. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 13.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

13. Termination/Written Notice.

13.1 Termination Notice. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

13.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District: Office of School Support Services

Associate Superintendent, School Support Services
Spokane Public Schools
200 North Bernard Street
Spokane, WA 99201-0282

Library: Spokane Public Library
Executive Director
906 W Main Ave
Spokane, WA 99211

13.3 Shared Facilities Disposition. In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.

13.4 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) days notice to the other party.

14. Mandatory Dispute Resolution. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

15. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

16. Related Agreements.

17. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

18. Effective Date of Agreement. This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

19. RCW 39.34 Required Clauses.

19.1 Purpose. See Section 2 above.

19.2 Duration. See Section 4 above.

19.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

19.4 Administration. See Section 3 above.

19.5 Responsibilities. See provisions above.

19.6 Agreement to be Filed. The Library shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with its Secretary or place it on its web site or other electronically retrievable public source.

19.7 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

19.8 Termination. See Section 13 above.

19.9 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.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

CITY OF SPOKANE LIBRARY

Andrew Chanse
Executive Director

Date

CITY OF SPOKANE

David A. Condon
Mayor

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

Finance & Administration Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services (CHHS) Department
Subject:	Anchor Community Initiative Funding Opportunity – Award Acceptance
Date:	July 2, 2019
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org /ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
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)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Safe and Healthy/Reduce Homelessness
Deadline:	Award is retroactive to July 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$400,000 award from the Office of Homeless Youth through the Anchor Community Initiative RFP and authorization to subgrant \$366,064 to Volunteers of America to serve homeless and at-risk youth and young adults (YYA).
Background/History: On April 4, 2018, A Way Home Washington (AWHWA) and the Office of Homeless Youth Prevention and Protection (OHY) released a Request for Proposals (RFP) available to the four counties selected to participate in the Anchor Community Initiative (ACI). On July 1, 2019, OHY informed CHHS staff of the City of Spokane's successful bidder status. The ACI funding opportunity was briefed at the Urban Experience Committee held on May 13, 2019 and an SBO will be submitted to add the awarded funds to the budget.	
Executive Summary: CHHS's successful proposal will increase the capacity of the local homeless crisis response system to provide housing navigation services for YYA identified as homeless or at-risk in the public school, child welfare, behavioral health treatment, and juvenile justice systems as well as establishing a quality by-name list of all unaccompanied YYA experiencing homelessness in Spokane.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Washington State Department of Commerce – Office of Homeless Youth 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	

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Human Services Grants 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 Human Services Grants Fund, and the budget annexed thereto with reference to the Human Services Grants Fund, the following changes be made:

FROM:	1540-95585	Anchor Community Initiative funds from	
	99999-33442	Dept. of Commerce	<u>\$ 381,297</u>
TO:	1540-95585	Human Services Grants Fund	
	65410-54201	Contractual Services	<u>\$ 375,064</u>
	65430-51991	Contra Salaries	<u>\$ 2,316</u>
	65430-52991	Contra Benefits	<u>\$ 828</u>
	65430-54992	Contra Other	<u>\$ 3,089</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Anchor Community Initiative grant funds from the Washington State Department of Commerce to serve homeless and at-risk youth and young adults within the community, 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

COMPENSATION PHILOSOPHY

The City of Spokane's Compensation Philosophy is to provide fair, consistent and equitable total compensation practices in alignment with the City of Spokane's values and mission by ensuring compensation procedures and guidelines are consistent with the judicious expenditure of funds.

The total compensation program at the City is designed to ensure fair and equitable treatment of all employees, while creating and supporting a high-performing, responsive and competitive organization. Our goal is to attract and retain committed, hard-working, creative and thoughtful employees who support our mission not only in service delivery but in building a better community in which to live and work. The City's total compensation program is made up of both salary/wages and a wide variety of employee benefits.

To attract and retain the employees with the competencies, skills, knowledge, and dedication we need to meet our high performance standards, the City of Spokane (the City) strives to be an employer of choice in our region. For our community that means our goal is to deliver efficient and effective services in a cost-effective manner. For our employees that means we are committed to:

- Communicating openly with our employees about the City's business/mission, successes and failures, and opportunities to do things better.
- Ensuring individual accountability for performance and results.
- Properly rewarding employees for work performed through a competitive total compensation package.
- Taking in to account both internal and external equity factors in determining total pay and benefits.

Market Definition

Given the diversity and complexity of the positions employed at the City of Spokane, the "market" for any individual position or classification will be varied. For some positions, the market will be exclusively public sector governments. For other positions, the market will be a mix of public and private sector employers. The market will be defined in a manner that reflects the primary industries where labor talent is found, recruited from and/or lost to. Once the market is generally identified, certain criteria come into play when considering the potential pool of market data. Those criteria include:

- Certain positions are recruited from and lost to local area employers (of public, private or both sectors) so data from organizations within our local area is most relevant.

- Other positions are recruited from and lost to regional or national employers (of public, private, or both sectors). Survey data for these positions will be expanded to include regional or even national data as appropriate.
- National data will also be used (adjusted for Spokane regional cost of labor), if there is insufficient local or regional survey data available to make reliable market analysis, or the national market is the appropriate market for comparison.
- All data should be appropriately scaled and adjusted to reflect geographic differences in the cost of labor; this is intended to insure that they survey data reflects comparable information.
- Finally, at certain job levels, the complexity created by organizational size and purpose is directly related to the scope of responsibility of the position and consequently, its pay.

Competitiveness

The City of Spokane will compensate employees (at all levels) based on the duties and responsibilities of the position. Total compensation and benefit packages are designed to allow the City to recruit and retain a competitive workforce. The City does recognize there are conditions where exceptions may be necessary. Such exceptions may be:

- Recruiting the desired level of talent in certain jobs is a sustained problem and results in negative impacts to the City;
- Retention issues, including succession and turnover;
- Significant changes in the economy or marketplace;
- Internal anomalies in alignment, disparities or inconsistencies.

Benefits

The City will target benefits, in total, to be competitive in attracting and retaining our employees. It will provide flexibility and choices while meeting the needs of a diverse workforce and reflecting the various life stages of employees. The benefits program is an integral component of our total compensation program which helps employees meet their financial commitments and prepare for retirement while maintaining health and wellness for themselves and their families.

RESOLUTION NO. 2019-_____

A resolution seeking to reorient toward neighborhood-community policing in downtown Spokane.

WHEREAS, downtown Spokane is the regional center for living, working, visiting, and taking advantage of our city’s best amenities; and

WHEREAS, as such, it is imperative that downtown Spokane both actually be, and be perceived to be, a safe environment for all; and

WHEREAS, neighborhood-community policing, in which officers on bike or on foot, facilitate more and better interactions between officers and individuals in the neighborhood – including residents, business owners, workers, commuters, tourists, and people experiencing homelessness – is a proven and highly effective model for doing that; and

WHEREAS, to make neighborhood-community policing work, the Spokane Police Department (“SPD”) must move its downtown precinct office back to the heart of downtown Spokane; and

WHEREAS, in December, 2015, the ~~Condon City~~ Administration decided to move the downtown police precinct out of the heart of downtown Spokane over the objections of the downtown stakeholders and law enforcement and instead place it outside the downtown core at the Intermodal Center; and

WHEREAS, unfortunately, that decision was made without the input of STA, the Downtown Spokane Partnership, or the City Council; and

WHEREAS, from the ~~very beginning on set~~, it was ~~abundantly~~ clear that the decision to remove a police precinct from the center of downtown Spokane was ~~the wrong one~~ not working as intended, as downtown stakeholders, business owners, and Spokane residents have consistently argued maintained that downtown Spokane needs a constant police presence; and

WHEREAS, the City Council and residents of Spokane believe that strengthening both the safety and the perception of safety downtown is of the utmost priority for our community.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council requests that the Spokane Police Department undertake the following:

- Place a police precinct office back in the heart of downtown Spokane; and

- Implement a neighborhood community policing model in downtown Spokane, including at a minimum, frequent walking and/or bicycling patrols.

Passed by the City Council this ____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

Applicants should upload a project narrative document which includes the following information:

(Upload on "Documents Upload" page prior to submitting application)

Project Description

1. Provide a description of the overall structure of the program.

In July 2018, Frontier Behavioral Health was successful in obtaining a Phase III: Trueblood Jail Diversion grant from the contempt fines from the Trueblood class action lawsuit. This grant resulted in a collaborative partnership with the Spokane Police Department where law enforcement officers were co-deployed with a mental health professional from Frontier Behavioral Health.

Frontier Behavioral Health and the Spokane Police Department focused their efforts on linking individuals to the right resource(s) at the right time and diverting individuals from incarceration and admission to emergency departments. Data from July 1, 2018, to June 30, 2019, indicates the following:

- 1,049 individuals served;
- 733 (70%) individuals were diverted from jail, emergency departments;
- 129 (12%) individuals were incarcerated;
- 187 (17%) individuals were transported to an emergency department;

The Spokane County Sheriff's Office successfully obtained a grant from WASPC resulting in a co-deployed team of a deputy and mental health professional from Frontier Behavioral Health. This co-deployed team began providing services in November 2019 with the following results as of June 30, 2019:

- 250 individuals served;
- 206 (82%) individuals were diverted from jail emergency departments;
- 5 (2%) individuals were incarcerated;
- 39 (15%) individuals were transported to an emergency department;

Although funded by different grants, both co-deployed teams are operationally very similar using the Sequential Intercept Model (SIM) to respond to individuals experiencing a behavioral health crisis. Using Intercept 1, Crisis Intervention Team training has been provided to dispatch staff so they can identify behavioral health crisis situations and pass the information to a co-deployed team for response.

The Spokane Police Department has trained all their patrol staff in Crisis Intervention Team training and require new recruits to receive the training within 18 months of hire [before completing probation], resulting in a specialized police response when the co-deployed teams are not available.

The Spokane County Sheriff's Office intends to have 25% of their patrol staff trained in Crisis Intervention Team training. Together, the Spokane Police Department, Spokane County Sheriff's Office and Frontier Behavioral Health plan and coordinate

the 40-hour Crisis Intervention Team training for law enforcement, other first responders, mental health professionals, jail, and dispatch staff.

In addition to the Crisis Intervention Team training received by all law enforcement officers and mental health professionals on the co-deployed teams, Enhanced Crisis Intervention Team training is also provided. All the mental health professionals and deputy with the Spokane County Sheriff's Office has received Enhanced Crisis Intervention Team training, which uses Motivational Interviewing as the method of communication to elicit behavior change by helping individuals explore and resolve their ambivalence. This directive, person-centered approach elicits change talk and evokes the individual's motivation to make positive change. Many of the co-deployed officers with the Spokane Police Department have also received Enhanced Crisis Intervention Team training.

In addition to the specialized response from law enforcement under Intercept 1, other similarities shared by the Spokane Police Department and Spokane County Sheriff's Office's co-deployed teams include:

- a. A focus on diverting individuals from jail and emergency departments;
- b. Attention is paid to Trueblood class members as well as identifying individuals who, if are unserved, could become Trueblood class members;
- c. 24/7 access to housing resources: House of Charity, Truth Ministries, and sobering and withdrawal management beds at Spokane Treatment and Recovery Services (STARS);
- d. Access to an immediate intake, Monday through Friday, at Frontier Behavioral Health for outpatient behavioral health services;
- e. Access to Frontier Behavioral Health's Mobile Community Assertive Treatment (MCAT) team for continued stabilization and follow-up services;
- f. Access to Frontier Behavioral Health's 16-bed Stabilization Unit for voluntary inpatient admission;
- g. Access to Frontier Behavioral Health's two 16-bed Evaluation and Treatment facilities;

As a final strategy under Intercept 1, the co-deployed teams make every effort to intervene with high utilizers and provide follow-up after the initial crisis. All co-deployed teams must respond to calls for service in addition to Trueblood class members and therefore, do not have the ability to provide follow-up services on a routine basis with the exception of the Spokane County Sheriff's Office who has completed follow-ups as time has allowed. The lack of specialized co-deployed teams that are dedicated to the application of this final strategy under Intercept 1 has resulted in co-deployed teams relying on Frontier Behavioral Health's Mobile Community Assertive Treatment team to provide follow-up services. Providing follow-up services by the co-deployed teams is preferable for purposes of continuity of care and strengthening the relationship with the individual and community partners but without a specialized team that is dedicated to the identified population,

follow-up services will need to be provided by someone other than the co-deployed teams.

As of July 1, 2019, the co-deployed team with the Spokane County Sheriff's Office (supported by Phase III Trueblood funds as their grant with WASPC) ended on June 30, 2019. As a result of this change, the Spokane County Sheriff's Office will join the Spokane Police Department in adhering to the policies and procedures specific to the co-deployed teams. All co-deployed teams have a goal of preventing deeper Trueblood class member's involvement and recidivism in the criminal justice system, reducing the demand for competency services, minimizing the harm inflicted on class members by reducing criminal justice involvement and long-term incarceration rates, and serving class members in the least restrictive environment.

The mental health professionals on the co-deployed teams are hired by Frontier Behavioral Health. Law enforcement is involved in this hiring process with the agreement that if the candidate is not a good fit for law enforcement, then he/she will not be hired. The Spokane Police Department "hires" the mental health professionals as citizen volunteers. As such, all mental health professionals must complete a background check, and building security screening. Completing the building security screening provides Frontier Behavioral Health staff with building access and ID cards, keys to patrol vehicles and department resources and a ballistic vest. Co-deployed staff attend roll call with their officer and go wherever the officer goes. Additionally, all mental health professionals receive an orientation and familiarization training with the Spokane Police Department and attend quarterly Enhanced Crisis Intervention Team training.

Frontier Behavioral Health's mental health professionals are supervised by a Master's-level clinician. The supervisor meets with the sergeants of the co-deployed teams for operational purposes. Any adjustments to operations or policies are managed by captains with the Spokane Police Department and Spokane County Sheriff's Office and the Frontier Behavioral Health director of the co-deployed teams.

Data is captured by the mental health professional daily. All contacts are documented in Frontier Behavioral Health's electronic medical record from where the data is extracted. Prior to July 1, 2019, the Spokane County Sheriff's Office maintained the data for their grant utilizing the Open Lattice Application data collection tool provided by WASPC.

Law enforcement officers are currently not funded under the contempt fines for Phase III of Trueblood nor were they funded under the WASPC grant that ended on June 30, 2019. Frontier Behavioral Health, the Spokane Police Department, and Spokane County Sheriff's Office are proposing to expand their current co-deployed teams by adding more mental health professionals and dedicated law enforcement officers whose primary focus would be mental health calls with less emphasis on other calls for service. This specialized team would have the skill set, knowledge

base and training to divert individuals from jail and emergency departments by accessing timely and appropriate community resources. This expansion aligns with HB 2892 which emphasizes improving the mental health field response and diversion from incarceration through modifying or expanding law enforcement practices in partnership with mental health professionals.

The development of specialized co-deployed teams would enhance the expansion of services by creating a “boundaryless” concept where law enforcement officers would respond to any location within Spokane County where the need is regardless of the location of the individual. As such, officers would be dressed in the same uniforms that identify them as being a member of the specialized co-deployed team. The mental health professionals would also be dressed in a uniform that is distinctive from the officer’s uniform but also identify them as a member of the specialized co-deployed team. Teams would travel in vehicles that indicate they are with the specialized co-deployed teams to dispel the notion that a contact equates to an arrest. We believe it is imperative to have specialized co-deployed teams to meet the requirements of the mental health field response program.

2. Describe how the program is consistent with the policy approaches of the Mental Health Field Response Program as described in HB 2892.SL, including, but not limited to, Section 1, paragraphs 2 and 3 and the Purpose statement on page 1 of this grant application.

Frontier Behavioral Health, the Spokane Police Department, and Spokane County Sheriff’s Office have a proven history that is consistent with the policy approaches of the Mental Health Field Response Program. Through multiple collaborative planning sessions, attention was paid to Intercept 1, the selection and training of co-deployed teams, and data collection.

Spokane’s co-deployed teams were established with the intent of enhancing the services provided by law enforcement officers by teaming them with a mental health professional. Co-deployed teams are Crisis Intervention Team trained in addition to receiving Enhanced Crisis Intervention Team training based on Motivational Interviewing. This method of communication supports interacting with individuals in a professional, humane and safe way.

Mental health professionals are trained to approach once the officer determines the scene is safe. He/she is also trained to call for back-up if the officer is at risk or needs additional assistance. The Spokane Police Department’s training that orients staff to the department and training on safety issues adds to the cohesiveness of the team. Frontier Behavioral Health’s use of an electronic medical record gives the mental health professional immediate access to an individual’s history as it relates to violence and the possession of weapons so he/she can be approached in a safe manner.

The co-deployed teams are trained in suicide risk assessments, crisis intervention, diversion and obtaining the right resource at the right time. Knowing that the lack of

housing is a de-stabilizing factor for individuals with behavioral health concerns, Frontier Behavioral Health incorporated three different respite resources for the teams to access 24/7. One of the resources includes two withdrawal management beds at Spokane Treatment and Recovery Services due to the high number of individuals with a substance use disorder.

In addition to the co-deployed team's focus and success with diverting individuals from incarceration, the mental health professional has been able to reduce the amount of time law enforcement spends at an emergency department. Prior to the co-deployed teams, it was not unusual for an officer to spend an average of four hours at an emergency department with an individual with mental health concerns. With the inception of the co-deployed teams, the average time an officer now spends in an emergency department is approximately 20 minutes. In most instances, the mental health professional contacts the emergency department and provides the requisite information while the officer arranges for transport by ambulance. This eliminates transport by the co-deployed team who can then immediately return to calls for service.

Frontier Behavioral Health and law enforcement have agreed that if the officer is not comfortable with the plan developed by the mental health professional, the officer may implement an alternative plan. This rarely happens because of the team's comprehensive assessment and their focus on diversion and connecting the individual to appropriate resources. Any follow-up plans are immediately put in place since the teams are unable to provide follow-up services under the current model.

In collaboration with the public defender's office and jail mental health staff, our current co-deployed teams contact Trueblood class members in jail to create a case plan that includes housing, treatment, medications, and other resources to manage the individual's rate of recidivism upon release. Efforts are also underway to identify potential Trueblood class members so they can be assisted more effectively and not become Trueblood class members.

In addition to our collaborative efforts with the jail, our co-deployed teams are also at Community Court on a weekly basis. Frontier Behavioral Health receives the docket prior to court, identifies any Trueblood class members, and works with the legal team to identify necessary resources so the individual does not return to jail.

Frontier Behavioral Health's co-deployed partnership currently lacks the ability to provide follow-up services to all individuals contacted. Without a specialized team that only responds to Trueblood class members or attempts to divert individuals so they do not become Trueblood class members, our co-deployed teams are not able to provide follow-up services because officers must also respond to calls for service. Specialized co-deployed teams would result in better continuity of care, consistent case planning, relationship building with individuals with behavioral health concerns, and the strengthening of community partnerships related to diversion resources.

Specialized co-deployed teams would also foster familiarity with the population so proactive outreaches could occur by the co-deployed teams as well as individuals with prior contact, contacting the co-deployed teams for assistance instead of waiting until a crisis occurs.

3. Describe the link between the intended participants' needs and the program's ability to serve those needs.

All individuals contacted by the co-deployed teams receive a comprehensive assessment that includes the individual's current crisis, signs and symptoms of a behavioral health concern, substance use, risk assessment if the individual shows signs of being a danger to self, others, or gravely disabled, his/her support system, and prior history of risk and treatment. Using Motivational Interviewing, the goal of the contact is to determine the individual's readiness to make change and then access those resources to help stabilize his/her situation.

The co-deployed team has immediate access to respite beds, outpatient mental health treatment, voluntary inpatient treatment, Designated Crisis Responders for an evaluation for involuntary inpatient psychiatric treatment, and follow-up services through the Mobile Community Assertive Treatment team at Frontier Behavioral Health.

Frontier Behavioral Health is dedicated to meeting the needs of participants and has made changes as a result of identifying unmet needs. For example, withdrawal management beds were added to the compliment of respite beds because of the high number of individuals with substance use disorders. Acquiring these beds also included access to outpatient and inpatient substance use treatment for the individual.

Our proposed expansion to create a specialized co-deployed team would enhance our ability to serve this fragile population in a proactive manner and provide follow-up services to ensure the individual has followed through with the case plan. This would allow our co-deployed teams to track successful diversions over time versus just a point in time. This information aligns with the intent of the Open Lattice Application which would provide the co-deployed teams with real-time information in the field which cannot be accomplished now since follow-up services are not consistently provided by the co-deployed teams. We believe this will provide the individual with better long-term outcomes to remain stable in our community and avoid arrest and admission to an emergency department. The specialized team would also be able to input data into the Open Lattice Application to track those individuals who have frequent contact with law enforcement so better case plans can be developed to meet their needs and divert them from more costly levels of care. Our "boundaryless" response approach aligns with the use of the Open Lattice Application so the co-deployed can track all individuals no matter where they are located.

4. Provide a description of the service area and included catchment area(s). Describe how the proposed program structure and staffing meets the needs of the catchment area, i.e. factoring in travel time, volume of calls and proposed shift structure.

Co-deployed teams will cover north and south Spokane, the Spokane Valley and city, and downtown Spokane. We are requesting 5 FTE Master's-level staff to cover these areas. We anticipate each staff will have contact with an average of 30 individuals per month. Staff would work the officer's assigned shift, Monday through Friday with attention paid to previously documented peak hours of contact with individuals with a mental health concern. Coverage may be influenced by staffing needs, community events, and environmental concerns within our community.

In addition to the mental health professionals, we are requesting 4 FTE law enforcement officers to complete the co-deployed teams; 2 FTEs allocated to the Spokane County Sheriff's Office and 1 FTE allocated to the Spokane Police Department. In addition to the law enforcement officers, we are requesting a 1 FTE Sergeant allocated to the Spokane Police Department that will supervise co-deployed law enforcement officers from all three jurisdictions of the city of Spokane, Spokane Valley and unincorporated and incorporated communities in Spokane County.

5. What process will be used to determine protocols and processes for gathering information from callers by the caller takers and dispatchers (public safety answering points)?

Using the Crisis Intervention Team training as well as supplemental training specific to identifying calls for the co-deployed teams, dispatch will be provided information about when the co-deployed teams are working and how to contact them.

In addition to current policies and procedures and Frontier Behavioral Health, the Spokane Police Department and Spokane County Sheriff's Office will work with the Department of Social and Health Services to develop and incorporate telephone triage criteria or dispatch protocols to assist with mental health, law enforcement, and emergency medical responses involving mental health situations. Our proposal of a "boundaryless" response should simplify procedures related to dispatching calls for service.

6. How many participants does the program anticipate it will contact and how many will it serve?

Under the current proposal of specialized co-deployed teams, we anticipate serving an average of 30 individuals or more per co-deployed team every month. The team will serve every individual referred.

7. Explain the training approach to be implemented throughout the program for the law enforcement officers, call takers/dispatchers and behavioral health personnel to operate successfully and competently within your agency.

Officers, call takers/dispatchers and behavioral health staff will receive Crisis Intervention Team training. Supplemental training will be provided that is specific to what the co-deployed teams are, who they serve, the diversion options available to

the team. Co-deployed teams will also receive Enhanced Crisis Intervention Team training using Motivational Interviewing as the foundational skill set for communication and intervention.

In addition, Frontier Behavioral Health has trained public defenders, jail mental health staff, paramedics, fire department and emergency department personnel, and attorneys involved with Community Court to refer Trueblood class members to the co-deployed team. These entities have also been trained to identify non-Trueblood class members who could benefit from the services of the co-deployed teams to prevent them from becoming class members.

8. Describe the role of the case manager, for programs which will employ dedicated case managers and utilize support services to work with individuals successfully diverted.

The proposed specialized co-deployed teams would provide case management/follow-up services to individuals. The mental health professional with the co-deployed team would create a case plan that identifies the individual's needs, the resources necessary for stabilization in the community and dates in which these resources will be obtained.

9. Describe the steps the program will take to transition diverted individuals from short-term services to more permanent community support services.

Co-deployed teams have immediate access to outpatient mental health services, respite beds, primary care clinics, and other supportive services. Having specialized co-deployed teams that can provide follow-up services will allow the teams to provide case management services to ensure permanent services are in place resulting in more successful long-term outcomes.

10. What wraparound linkage services and resources will be provided in the program and how are these consistent with evidence-based practices?

Frontier Behavioral Health utilizes two distinct wraparound linkage services and resources that are provided by the co-deployed teams and sub-contractors for respite beds. Co-deployed teams have an expertise in developing person-centered case plans based on the individual's goals, objectives and interventions. Co-deployed teams may add to the plan as needed if the individual identifies other needs. Co-deployed teams use best practices for intervention and stabilization within the community. All co-deployed teams are trained in Motivational interviewing, an evidence-based practice to effect change.

We would propose the continued use of crisis respite beds that the co-deployed teams have access to 7-days a week. Individuals placed in a respite bed benefit from the best practices utilized by these agencies for accessing treatment and housing. For purposes of housing, the Housing First Model is used to prioritize providing permanent housing to individuals experiencing homelessness so they can pursue personal goals and improve their quality of life. This approach is guided by the belief that individuals need basic necessities like food and a place to live before

attending to anything less critical such as getting a job, budgeting property, or attending to substance use issues. All housing options used by the co-deployed teams also have referral pathways to outpatient and inpatient mental health or substance use treatment.

Project Need

1. Describe the need for a Mental Health Field Response Team Program in your jurisdiction. What considerations were assessed in determining the need? How does the need relate to the overall goal of the Mental Health Field Response Team Program?

Two of the driving factors that support the need for specialized mental health response teams in Spokane has been the increasing rate of incarceration and admissions to emergency departments. [Add Kathy's data from Maggie Yates.](#) Prior to Spokane's co-deployed teams, officers often transported individuals with a mental illness to jail or an emergency department because of the lack of resources or their limited knowledge base of what resources were available. This, coupled with the increasing calls for service, left little time for officers to spend trying to divert individuals from jail or an emergency department.

Since July 1, 2018, our co-deployed teams have made an impact on the number of individuals being incarcerated. Seventy percent of individuals contacted by the Spokane Police Department co-deployed teams were diverted from jail with only 12% who were incarcerated due to an active warrant or a crime was committed resulting in mandatory arrest. The Spokane County Sheriff's Office diverted 82% of individuals contacted with only 2% of the individuals being incarcerated. Our contact with Trueblood class members currently incarcerated provides our co-deployed teams with the opportunity to establish a relationship with the class member, identify his/her needs, and provides us with the time to put resources and services in place prior to the individual's release. These stabilizing community resources provides an opportunity to decrease an individual's recidivism rate.

Our current co-deployed teams also had a positive impact on the number of individuals admitted to an emergency department. The Spokane Police Department co-deployed teams transported 17% of the individuals contacted to an emergency department. The Spokane County Sheriff's Office transported 15% of the individuals contacted to an emergency department.

We believe we can further the overall goals and outcomes for the mental health field response teams by the addition of more teams that are specialized because of their skill, training and expertise with the identified population. The use of Motivational Interviewing as an option to a compliance drive model has the advantage of the individual having a positive interaction which decreases use of force and injury to officers and the individual. It also can impact future encounters with law enforcement when the individual's last experience was positive. From October 2018 to May 2019, the co-deployed team with Spokane County Sheriff's Office had one (0.3%) use of force incident that went beyond handcuffing.

Project Personnel

1. How many individuals in your organization will work on this project? Indicate key personnel, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this GRANT APPLICATION. Explain how Applicant will ensure that equally qualified persons are assigned to the project if key personnel leave the project.

Frontier Behavioral Health staffing:

- .33 FTE Master-s-level supervisor who is a retired police officer from the Los Angeles Police Department where he was a Sergeant and member of their co-deployed teams. The supervisor is responsible for day-to-day operations, maintaining data, supervising mental health professionals, providing or acquiring training for mental health professionals and law enforcement officers, overseeing the use of respite beds, and maintaining a policy and procedure manual for the team.
 - 4 FTE Master's-level clinicians who provide intervention, diversion, and follow-up services as a member of the co-deployed team.
 - 4 FTE law enforcement officers who would provide intervention, diversion, and follow-up services as a member of the co-deployed team. One of the officers will be funded as a match by Spokane Police Department.
 - 1 FTE Sergeant who will supervise all law enforcement officers.
2. WASPC is aware of the difficulties within Washington State to recruit, hire, and retain staff in certain disciplines. The proposal should include a plan for how the applicant intends to rapidly recruit and staff the proposed program, including how the organization plans to ensure full programmatic staffing by the project start date and throughout the grant performance period.

If selected, Frontier Behavioral Health will immediately post all clinical positions and interview applicants as rapidly as possible. One of the five FTEs will be used to back up the co-deployed teams should a mental health professional be on personal time off. If a mental health professional leaves the team, the back-up staff will replace him/her. Our goal is always to have teams operational.

The Spokane Police Department and Spokane County Sheriff's Office will post positions for this specialized assignment if we are selected. Both the Spokane Police Department and Spokane County Sheriff's Office have had officers express an interest in joining the mental health response team, based on the success of the co-deployed teams.

3. Discuss the role, responsibilities and accountability of Lead Agency Project Manager in the Mental Health Field Response Team Program. Indicate key personnel, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this GRANT APPLICATION. Explain how Applicant will ensure that equally qualified persons are assigned to the project if key personnel leave the project.

The Spokane County Sheriff's Office will be the Lead Agency Project Manager.

Need information from John Ester

WASPC expects that the awarded Applicant will continue to make the key project personnel available through the life of the contract as long as they remain in Applicant's employ or under contract with the

Applicant. The Applicant retains the right to replace staff with new staff members who have equal or better qualifications than the original staff member.

Partnership and Collaboration

- How will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners?

Referrals are received from dispatch, community providers currently serving a Trueblood class member, jail, community court, or public defenders. Mental health professionals on the co-deployed teams use the same assessment to gather information from the referral source and individual. Since the focus of the contact is intervention and diversion, the mental health professional is required to identify the individual's needs and what resources would assist with their stabilization in the community.

The "boundaryless" response of the specialized co-deployed teams would provide access to records, the sharing of information among teams, opportunities for joint training, operating under one set of policies and procedures, and opportunities for combined meetings where challenges, resources, improvements and the progress of the teams can be discussed.

Services

- Describe the partnerships proposed for stabilization, observation, disposition and custodial transfer.

Immediate stabilization would be provided by the co-deployed teams. Following the team's initial disposition, if further follow-up is needed, the specialized co-deployed teams would proactively provide follow-up services.

Contracts with community partners would include House of Charity (1 respite bed), Spokane Treatment and Recovery Services (2 respite beds), and Truth Ministries (10 respite beds). Follow-up services would also occur with other community partners such as federally qualified clinics, social security, agencies that provide meals, outpatient and inpatient services for mental health and substance use disorders, when those resources are accessed.

- What is the process for assessing participants for danger to self and others; what assessment resources will be used?

All mental health professionals are trained in the Columbia Suicide Risk Assessment tool to determine if an individual is a danger to self. Frontier Behavioral Health's electronic medical record includes a homicide risk assessment that staff are also trained to use. If an individual is at risk and unwilling/unable to adhere to a safety plan, the mental health professional has immediate access to a Designated Crisis Responder who can evaluate the individual for involuntary inpatient psychiatric treatment. The supervisor and Chief Operating Officer are available by phone when consultation is needed. The supervisor is able to respond in person as needed.

- Explain which resources will be engaged for participants who are considered “high utilizers” upon referral, and ongoing.

Every effort will be made to engage high utilizers so a relationship can be established where he/she will accept resources/services at the time of referral. Motivational intervening is an effective tool that the mental health professionals will use to determine what stage of change the individual may be at.

The expansion to specialized co-deployed teams would provide us with the opportunity to also follow-up on criminal cases that have a behavioral health element that could result in diverting the individual from prosecution when mental health resources would be more appropriate. Our teams could also track and monitor individuals released from inpatient psychiatric treatment on civil commitment less restrictive alternative court orders to ensure the individual’s compliance with the order, so he/she does not deteriorate resulting in incarceration or an admission to an emergency department. Follow-up contact could also occur with individuals who have a behavioral health component and a threat to others has been made. Currently, the Spokane County Sheriff’s Office has successfully used the extreme risk protection order with individuals with a mental illness who have threatened to harm themselves or others. The teams could also respond to individuals with symptoms of a mental illness who make repeated calls to 911 and Crime Check.

Specialized co-deployed teams will be very familiar with high utilizers and as such, will be able to proactively seek out these individuals to ensure they are stable. Due to their familiarity, individuals will also be given information so they can contact the co-deployed teams when needed. Fostering this relationship at times when the individual is not in crisis will provide the co-deployed teams with an opportunity to help the individual identify triggers to their crises so steps can be taken to minimize or avoid the crisis altogether. The goal would be to obtain the right treatment for a high utilizer to minimize future crises.

- Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the Mental Health Field Response Team.

The initial individualized case plan will be developed by the specialized co-deployed teams. Plans are shared with the individual as soon as there is agreement with the individual to proceed. All updates during follow-up contacts will be documented in the Frontier Behavioral Health electronic medical record and contacts will be entered into the Open Lattice Application so the individual’s progress can be tracked.

PROJECT TIMELINE

Project Timeline

(Upload on “Documents Upload” page prior to submitting application)

- Please provide a detailed outline citing to implementation activities and dates by month and year for the steps required to implement the proposed diversion program or service(s). This is also your opportunity to explain implementation challenges and how you plan to address these challenges. Please include an outline of steps that will be taken and the time frame needed to resolve these issues. Please list and explain any issues that may affect the timing of this project.

The following is Frontier Behavioral Health's plan for implementation:

August 15th –October 2019:

1. Staffing:
 - a. Post, interview and offer positions to applicants for co-deployed teams
 - b. Interview officers who are interested in being a member of the specialized co-deployed teams.
 - c. Law enforcement will select a Sergeant who will supervise all law enforcement officers.
2. Training:
 - a. Complete respective agency orientation/training as staff are hired
 - b. Arrange tours for diversion teams at jail, Eastern State Hospital, House of Charity, Truth Ministries, Spokane Treatment and Recovery Services, local emergency departments and FBH outpatient programs and other designated referral sources
3. Data:
 - a. Train staff on WASPC's Open Lattice Application.

November 2019:

1. Schedule Casey Jackson for Motivational Interviewing training once staff are hired and officers have been designated for the team. Schedule follow-up quarterly consultation with Mr. Jackson and the co-deployed teams.
2. Community in-service/training
 - a. Provide in-service training for designated referral sources for Trueblood class members and non-Trueblood class members.
 - b. Provide in-service to emergency department physicians and directors of social work at local hospitals and attendees of the Spokane Police Department's Mental Health Steering Committee
 - c. Provide in-service with Spokane Valley and City about co-deployed teams.

Budget Worksheet & Narrative

(Upload on "Documents Upload" page prior to submitting application)

Applicant responses will be evaluated regarding the extent to which a proposal adequately addresses the questions/directions listed under the corresponding section titles. If a question/direction does not apply, the Applicant should clearly state as such and provide the reason.

- Complete and upload the Budget Worksheet.
- Proposals including additional local matching funding sources may be prioritized in the evaluation process.
- Funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. Funds cannot be used for the acquisition of real property or new construction.

- The budget must include all funding from other sources that will be provided by the Applicant for each applicable item (offset). A budget narrative explaining each of the items must be included.

SUPPORTING DOCUMENTS: Kathy

Letters of Support

(Upload on "Documents Upload" page prior to submitting application)

Attach Letters of Support from your jurisdiction's public safety answering point, community organization that will be supporting your project. These letters of support should outline how the organization will support your project.

Examples of organizations include, but are not limited to:

- Neighboring Law enforcement Agencies (LEAs);
- Jails used in your jurisdiction, if not a jail operated by your agency;
- Prosecutorial agencies;
- Public defenders and defense counsel;
- Public health and behavioral health agencies (to include mental health and substance use disorder (SUD) services for both public and non- profit providers); and
- Case management service providers with capacity for intensive, individualized case-management for people with behavioral health challenges and justice-system involvement.

Organization & Personnel Documents

(Upload on "Documents Upload" page prior to submitting application)

- Attach an organizational chart that highlights the staffing model that will support the program and the role, responsibilities and accountability of the project manager in the Mental Health Field Response Teams Program.
- Attach the resumes of the key personnel assigned to the project as one .pdf document. Key personnel should include, at a minimum, the lead agency project manager and the behavioral health professional.

DATA COLLECTION & REPORTING

All grant awardees will be required to utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the Open Lattice Application. All awardees must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency.

Any interface between the WASPC Data Collection Tool and your agency records management system (RMS) is solely the responsibility of the grantee agency to fund and support and shall not delay the implementation of the grantee's program. The use of the WASPC Data Collection Tool may require a separate log-in.

Agencies are reminded that any data collected during the grant period may be subject to public disclosure under applicable WA state law and agencies should notify their public records officer that this data resides within the WSPC Data Collection Tool.

Grant award recipients are required to provide monthly progress reports 10 days after the end of each month to WASPC. The monthly report shall include at least one anecdotal story, explaining how your program assisted a specific individual. No personal identifiers of the individual shall be used in the anecdotal story. Anecdotal stories provided may be used for educational or promotional purposes by WASPC, at WASPC's sole discretion.

Additionally, grant awardees will be required to report on the progress achieved, barriers encountered, and efforts to overcome these barriers in a performance assessment report to be submitted semi-annually. Reporting requirements may include outcome and process questions, such as the following:

Outcome Questions:

- What was the effect of the intervention on key outcome goals?
- What program/contextual factors were associated with outcomes?
- What individual factors were associated with outcomes, including demographic, population health risk and clinical factors?
- How durable were the effects?
- Was the intervention effective in maintaining the project outcomes at 6- month follow-up?

Process Questions:

- How closely did implementation match the plan?
- What types of changes were made to the originally proposed plan?
- What types of changes were made to address individual needs, environmental leverage points or barriers to successful implementation?
- What effect did the changes have on the planned intervention and performance assessment?

- Who provided (program staff) what services (modality, type, intensity, duration), to whom (individual characteristics), in what context (system, community), and at what cost (facilities, personnel, dollars)?
- How many individuals were reached through the program?

APPENDIX A

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS CONTRACT SPECIFIC TERMS AND CONDITIONS MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC), and the AGENCY NAME (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission, through the 2020 State Supplemental Operating Budget (funding period of July 1, 2019 through June 30, 2020).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK, Attachment A.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet. WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum state amount of the CONTRACT as provided on Line 10 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the

performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATE

1. Monthly Progress Report The 10th of the month following the previous month in which funded activities were performed.
2. Semi-annual Assessment Report The 10th of the month following the six month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 10 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.
6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
7. The CONTRACTOR understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).
11. The CONTRACTOR acknowledges that sub-awards are not authorized.
12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.
13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.
17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 28 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2019-001 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions
3. Contract General Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2019-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

I have read and agree to Appendix A*

☐ I Agree

APPENDIX B

Permitted Agencies (RideAlong App Use Agreement)

This RideAlong App Use Agreement ("**Agreement**") is entered into and effective when all parties have signed it ("**Effective Date**") by and between OpenLattice, Inc. ("**OpenLattice**"), the Washington Association of Sheriffs and Police Chiefs ("**WASPC**") and [**•**] ("**Agency**") concerning Agency's access to OpenLattice's proprietary mobile responsive web-based application that allows law enforcement agencies to log data about encounters involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters that OpenLattice provides to Agency and the services related thereto, as specified in the Statement of Work attached as Exhibit B to the RideAlong Services Agreement, dated July 11, 2018, by and between RideAlong Labs Inc., a business entity acquired by OpenLattice on April 1, 2019, and WASPC (the "**RideAlong Services Agreement**") (the "**Service**").

Restrictions on Use. Agency may access and use the Service only in accordance with this Agreement, and solely for the purpose of Agency's ability to collect and data about calls involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters. Any resale or service bureau business or similar activities with respect to the Service (or portion thereof) or other OpenLattice data or information obtained through the Service are prohibited. Agency will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Service and any software, technology, systems, and other subject matter used or provided by OpenLattice in connection with the Service. Agency shall not: (a) post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Service for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Service or the servers, systems, or networks used to make the Service available, including by hacking or defacing any portion of the Service; (d) restrict or inhibit any other person from using the Service; (e) frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service.

Materials. To the extent applicable, OpenLattice hereby grants to Agency a limited, non-exclusive, personal, non-transferable, and non-sublicensable right, during the term of the Agreement, to access and use any Materials as and in the form provided by OpenLattice solely as necessary to access and use the Service in accordance with this Agreement. "**Materials**" means certain software, documentation, and other materials relating to the Service or connected with the performance of the Service that OpenLattice directly or indirectly through the WASPC may provide to Agency.

Errors. If Agency discovers an error or malfunction with respect to the Service, Agency shall promptly notify OpenLattice thereof. The parties will cooperate to mitigate the impact of such error or malfunction. OpenLattice may suspend use of the Service to address any such error or malfunction and Agency shall implement any corrective measures as OpenLattice instructs and not use functions known to malfunction or be erroneous.

Ownership. As between OpenLattice and Agency, OpenLattice owns and will retain all right, title and interest in and to the Service, Materials, and any of its software, technology, systems other subject matter used or provided by OpenLattice in connection with the Service and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.

Agency Obligations. Agency is responsible for protecting all access controls and security credentials ("**User Credentials**") issued by Agency or OpenLattice and used to access and use the Service from disclosure to or discovery by third parties and any unauthorized use by third parties, and in no event shall OpenLattice be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials.

Reporting and Tracking. During the term of the Agreement, OpenLattice will automatically track, through the Service, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Agency may opt-out of such automatic tracking by providing OpenLattice with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide OpenLattice with written reports every week, which reports will disclose the information specified in this section.

Data Input and Output. Agency is responsible for ensuring that all data and other information entered by or on behalf of Agency or otherwise provided to OpenLattice or obtained from Agency or its equipment or facilities (whether directly, or through OpenLattice's systems) in connection with the Service ("**Agency Data**") is complete and accurate.

Agency Data may include non-public data and information relating to identified or identifiable individuals ("**Identifiable Data**"). The Service and all information, analyses, and other output provided by OpenLattice are based on the Agency Data as received by OpenLattice, and OpenLattice is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data. Agency hereby grants to OpenLattice, (a) a non-exclusive right to access, reproduce, process, distribute, disclose and otherwise use the Agency Data in connection with the provision of the Service to Agency and WASPC, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Agency Data in an anonymized form, including any data or other information generated through the processing of Agency Data in connection with the Agency's use of the Service and Materials ("**Data Output**"), as long as Agency is not identified as the source of such data. As between the parties, Agency exclusively owns all right, title, and interest in and to the Agency Data and Data Output. Notwithstanding anything in this Agreement to the contrary, OpenLattice exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by OpenLattice through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to OpenLattice under this Agreement, including under this Section 1.7, will extend to service providers and other contractors exercising such rights and licenses on OpenLattice's behalf, and OpenLattice may share Agency Data, including Identifiable Data with such third parties who provide services on OpenLattice's behalf. Otherwise, except as provided herein, OpenLattice may disclose Identifiable Data only as OpenLattice believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect OpenLattice's rights, property, and operations, including to enforce OpenLattice's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of OpenLattice's affiliates, business partners, customers, or others; (c) to protect the personal safety of any individual; and/or (d) in the event of a sale or transfer of all or a part of OpenLattice's business, assets, or stock. Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other parties in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party.

Agency Data Production. In the event (i) any law, regulation, or order by a court or administrative agency of competent jurisdiction requires or compels OpenLattice to produce, disclose, release or otherwise transfer ("**Production**") any Agency Data, regardless of the purposes of such Production (including, but not limited to, a request or order for Production of Agency Data for discovery purposes), or (ii) a request is made by Agency or a third party for the Production of Agency Data as a result of (or in anticipation of) any requirement imposed by law or regulation, or any order by a court or administrative agency of competent jurisdiction, regardless of the purposes of such Production ((i) and (ii) collectively, a "**Agency Data Production Request**"); Agency is responsible for making all decisions with respect to such Agency Data Production Request, including, but not limited to, decisions regarding the scope, manner and time of Production of Agency Data.

Term and Termination. This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue until the termination or expiration of the OpenLattice Services Agreement. Each party may terminate this Agreement at any time upon thirty (30) days written notice to the other parties in the event of a material breach by another party (the "**Breaching Party**") of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such thirty (30) day period, provided further, that if the Breaching Party's failure to cure is caused by a non-breaching party, the non-breaching parties may not terminate this Agreement. Notwithstanding the foregoing, if Agency is in material breach of this Agreement, OpenLattice shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement and/or to prevent Agency's access to the Service (including deactivating User Credentials). OpenLattice may terminate this Agreement, or modify, limit, or suspend the Service, if it determines, in its reasonable business judgment, that the continued provision of the Service to Agency poses security risks, a risk of infringement or other violation of any rights of third parties, or a risk of violating any applicable laws or regulations, if Agency becomes insolvent, subject to any bankruptcy or similar proceedings, or commences the dissolution or winding up of its business, or upon modification or termination of any agreements with licensors or service providers upon which OpenLattice relies to provide the Service. In the event of any expiration or termination of this Agreement, all provisions that are intended to survive will survive.

Indemnification. Agency will defend, indemnify and hold harmless OpenLattice and WASPC from and against any loss, damage, claims, settlement, cost, expense and any other liability (including reasonable attorneys' fees and costs) ("**Losses**") relating to or arising out of (i) Agency's access or use of the Service or Materials, or (ii) any Agency Data Production Request. OpenLattice and WASPC, as applicable, will (a) provide prompt written notice to Agency of any claim for which indemnification is required; (b) give Agency sole control of the defense and/or settlement of the claim; and (c) provide Agency full cooperation and assistance with respect to the defense and settlement, provided that Agency shall not enter into any settlement or other compromise that materially adversely affects OpenLattice or

WASPC, as applicable, without OpenLattice's or WASPC's, as applicable, written approval, which shall not be unreasonably withheld, delayed, or conditioned.

Disclaimer of Warranties. THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.

Limitation of Liability. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) RIDEALONG AND WASPC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) RIDEALONG'S AND WASPC'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED \$3,000.00 IN THE AGGREGATE, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG OR WASPC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Disclaimer of Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG AND WASPC DISCLAIM ALL LIABILITY RELATED TO OR ARISING OUT OF AGENCY'S USE OR MISUSE OF THE SERVICE OR MATERIALS OR FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE OR MATERIALS TO RIDEALONG OR WASPC, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.

Miscellaneous. By submitting any comments, feedback, or ideas about the Service to OpenLattice ("**Feedback**"), Agency agrees that Agency's disclosure is gratuitous, unsolicited and without restriction and will not place OpenLattice or WASPC under any fiduciary or other obligation, and that OpenLattice is free to use the Feedback without any additional compensation to Agency. Agency may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of OpenLattice. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all related prior agreements, representations and negotiations, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

Publicity. Agency authorizes OpenLattice to identify Agency as a customer of the Service in OpenLattice's customer lists, and its marketing, promotional, and similar materials, including by placing Agency's name and logo on OpenLattice's website. Agency also authorizes OpenLattice to describe Agency's use of OpenLattice's products, software, and services, how it benefits Agency, for example in the form of case studies published on OpenLattice's website or in other materials, and that Agency is an early adopter of the Service. Upon request by OpenLattice, Agency agrees to (i) use best efforts to speak with third parties regarding Agency's experience using the Service and working with OpenLattice, and (ii) provide quotes and other user feedback about the Service for OpenLattice's public use, including on OpenLattice's website. Furthermore, OpenLattice and Agency will mutually agree on and implement a communications and marketing strategy to highlight and co-promote outcomes in connection with Agency's use of the Service, which strategy will include, but not be limited to, targeted media interviews; blogs, and if applicable, presentations at relevant conferences and events.

I have read and agree to Appendix B*

☐ I Agree

Joint Agency Contact Information No File Chosen

Project Narrative No File Chosen

Project Timeline No File Chosen

Budget Worksheet No File Chosen

Letters of Support No File Chosen

Attach all letters of support in one .pdf

Resume(s) No File Chosen

PDF File Only

Organizational Chart No File Chosen

PDF File Only

GENERAL TERMS

WASPC may, at its sole discretion, terminate the Grant or withhold payments claimed by the Grantee if the Grantee fails to satisfactorily comply with any term or condition of this Grant. WASPC reserves the right to require, at a time of its choosing, backup documentation to support any claim by the grantee. Failure to produce documentation upon request may result in non-payment or recapture of funds. WASPC also reserves the right to recapture funds already paid for noncompliance, in a method to be determined in the demand for recapture.

General Terms Agreement*

☐ I Agree

Applicant Agency Signing Authority

First Name

Last Name

Title -- Applicant Agency Signing Authority

Electronic Signature Agreement*

☐ I Agree

Electronic Signature:

By providing this information and checking the box below, you are providing an electronic signature authorizing your consent. RCW 9A.04.110(24) establishes "signature includes any memorandum, mark or sign made with the intent to authenticate any instrument or writing, or the subscription of any person thereto."

Date of Signature

GRANT APPLICATION SIGNING AUTHORITY

The Signing Authority is the individual in your city/county that has the authority to execute contracts. If this application is a joint agency application, by signing this application, the lead agency jurisdiction assumes full responsibility for the implementation of the grant project, including all fiduciary responsibility and oversight. By making application for this grant, the signing authority agrees to the contract specific terms and conditions found in Appendix A above, as well as all other terms and conditions outlined in the grant application above.

Briefing Paper

Finance and Administration Committee

Division & Department:	Neighborhood and Business Services, Parking Services
Subject:	Implementation of 2019 Downtown Parking Study Consultant Services Contract
Date:	July 15, 2019
Author (email & phone):	Kris Becker, kbecker@spokanecity.org ; 509-625-6392
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders and Kris Becker
Committee(s) Impacted:	Finance and Administration
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)	2019 Downtown Parking Study
Strategic Initiative:	Urban Experience
Deadline:	n/a
Outcome: (deliverables, delivery duties, milestones to meet)	1). Increase customer satisfaction by updating the City's parking management systems and providing better access to parking. 2). Decrease errors and inefficient processes thus increasing accuracy and accountability.
Background/History: The 2019 Downtown Parking Study, completed over a year span provided a six- year plan and set of recommendations for the City. RFP #5061-19 went out after the Study was completed to ask for consultant services to implement key strategies contained within the Parking Study. Dixon Resources Unlimited was selected and will work with the City to implement some of the key strategies, define a parking technology roadmap, and provide procurement support. The City pays a flat monthly fee; maximum contract amount \$239,050 over a two year period. Contract begins August 1, 2019 and has an end date of July 31, 2021.	
Executive Summary: Contract with the consultant, Dixon Resources Unlimited from San Diego, CA to implement key strategies contained in the 2019 Downtown Parking Study for Parking Services.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: 1460-21200-21710-54201-99999 Other budget impacts: N/A	
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: N/A Known challenges/barriers: N/A	

Briefing Paper

Sustainable Resources Committee

Division & Department:	Project Management Office
Subject:	LERMS Interfaces with the eSuite Solution
Date:	7/9/2019
Author (email & phone):	Dusty Fredrickson (PMO SR Project Manager), dfredrickson@spokanecity.org, 625-6482
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders, City Administrator
Committee(s) Impacted:	Finance 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)	This agenda item directly supports the completion of the eSuite Legal Case Management solution. This work is being performed under an Inter-Local Agreement with the County of Spokane.
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve funding for Tyler Technologies to complete four interfaces between the County-owned Law Enforcement Records Management System (LERMS) and the City's eSuite Legal Case Management System.

Background/History:

LERMS and eSuite Interfaces (\$62,800)

Interfaces between the County-owned, Tyler Technologies Legal Case Management System (LERMS) and the City's eSuite solution is essential scope for gaining operational efficiencies for the overall Municipal Criminal Justice system, as well as, for the Municipal Court, Prosecutor and Police Records teams. This budget amount covers the creation of the following four interfaces:

Citations (LERMS-to-eProsecutor)

This near-real-time interface will expedite the Prosecutor office's ability to build and file criminal cases with the Municipal Court for both 1st Appearance and "Cite & Release" dockets.

Infractions (LERMS-to-eCourt)

This interface will automate the receipt and construction of infraction cases for the Municipal Court office.

Warrant Create (eCourt-to-LERMS)

Court Clerks will have the ability to create warrants electronically and send them directly to Police Records through this interface, which will eliminate paper warrants and reduce the amount of time it takes to create the process warrants between the two agencies.

Warrant Updates (LERMS-to-eCourt)

As warrants are served, updates will be electronically sent to eCourt where clerks can make case updates, as well as, cancel the warrant in the State's case management system, JIS.

Funding Source:

Budget Period: 2019

Executive Summary:

Approval for \$62,800 to develop four interfaces between LERMS and eSuite

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

Briefing Paper

Finance & Administration Committee

Division & Department:	Integrated Capital Management, Planning
Subject:	Grand Boulevard Transportation and Zoning Analysis
Date:	7/15/2019
Contact (email & phone):	Inga Note, inote@spokanecity.org , 625-6331
City Council Sponsor:	CM Beggs and CM Kinnear
Executive Sponsor:	
Committee(s) Impacted:	PIES, Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Comprehensive Plan
Strategic Initiative:	Innovative Infrastructure, Safer Community
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract with DKS Associates
Background/History: The Comstock Neighborhood Council requested a study of Grand Boulevard as part of the Traffic Calming Cycle 6 applications. Council set aside \$40,000 for the study. The neighborhood was also allocated \$50,000 in funding to complete a sub-area plan and zoning analysis for the area.	
Executive Summary: A group of city staff selected a consulting firm using the MRSC roster process. DKS Associates was picked as the best qualified consulting firm. The negotiated scope of work and budget is attached. We expect the consultant to start work in early August. City planning staff has started work on the project webpage, handed out flyers during the Summer Parkways event on June 20 th , and mentioned the upcoming project at several neighborhood meetings.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input 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: 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:	

Scope of Work

Grand Boulevard Transportation and Zoning Analysis

The purpose of the study is to evaluate Grand Boulevard south of 29th Avenue. The length of the study area will extend from 27th to 39th, but the focus of the transportation work will be on the core of the business district between 29th and 34th Avenues. The zoning analysis sub-area will be 27th – 39th Avenue, Latawah Street to Arthur Street.

Study goals are as follows:

- Review existing vehicular operations and safety on Grand Boulevard.
- Develop an understanding of bicycle and pedestrian travel needs on and across Grand Boulevard. Provide recommendations for improvements.
- Evaluate the concepts of lane reduction, adding bike lanes and wider sidewalk on Grand Boulevard. Make recommendations for streetscape work including median and curbside plantings, trees, and other aesthetic improvements.
- Evaluate residential and retail trend data in the zoning study area and conduct market analysis for redevelopment potential with accompanying transportation infrastructure recommendations.
- Study existing zoning boundaries and land uses to determine need or opportunity for zoning change to further Comprehensive Plan goals and objectives for the District Center designation and future growth. Evaluate the analysis and make recommendations for any supported land use and zoning designation changes aligning with identified transportation and streetscape recommendations.

Scope of Work:

Task 1. Background review

The following documents and materials, provided by the City as needed, will be reviewed to provide background for the study. A summary of the data, findings and standards applicable to the study area will be provided in a table format.

- Planned development projects in the area (provided by the City) such as Sacajawea Middle School rebuild which may result in changed traffic patterns. Review the upcoming reconstruction of Sacajawea MS and how that will change vehicular and non-motorized patterns in the area.
- Prior planning efforts such as the South Hill Coalition's "Connectivity and Livability Strategic Plan".
- Arterial Street Plan in Chapter 4 of the Spokane Comprehensive Plan.
- City's 2017 Traffic Flow Map
- City's Bicycle Plan
- City's Pedestrian Plan
- STA's plans for the Monroe-Regal High Performance Transit and other routes operating on or crossing Grand Blvd.
- SRTC's regional travel demand model for the base 2015 and future 2040 forecast years

- The Spokane 29th Avenue Corridor Study (DKS Associates, 2018).
- Work leading up to the adoption of Ordinance C33735 that established the Grand District Center in 2005. City zoning and development code for the commercial properties fronting Grand Boulevard.

Task 2. Data collection

The following activities will be conducted for the analysis:

- Review last 5-years of available collision data for Grand Boulevard and other relevant locations. Staff will provide the 2014-2018 data from WSDOT.
- Conduct a team field review of intersections and the general study area during morning (7 to 9 AM) and evening (4 to 6 PM) peak hours when school is in session. Document existing street widths, posted speed limits, number of lanes, existing pedestrian and bike facilities, and transit facilities. Observe vehicle operations (delays and queues), bus operations, driveway spacing and interactions, pedestrian and bicycle operations. Some of these field observations should be collected as a bicycle and pedestrian user.
- Conduct field observations of travel patterns for bicyclists and pedestrians in the study area. The following turning movement counts are available for use or will be collected by City staff prior to the end of the school year. No traffic volume data will be collected by the Consultant.

Intersection	Traffic Count	Bike/Ped Count
29 th Ave/ Grand Blvd	AM, PM March 2018	n/a
30 th Ave /GrandBlvd/Manito Shopping driveway	AM, PM	All day 7am-6pm
31 st Ave/Grand Blvd	n/a	All day 7am-6pm
32 nd Ave/Grand Blvd	n/a	All day 7am-6pm
33 rd Ave/Grand Blvd	<i>school arrival and departure</i>	All day 7am-6pm
37 th Ave/Grand Blvd	AM, PM April 2018	n/a

- Meeting Window 1: Develop agendas and facilitate meetings with businesses, property owners, local schools (Spokane Public Schools, Southside Christian School and Southside Montessori), STA and neighborhood groups. The City will organize the meetings and secure a space, preferably within the project area. The meeting window will be conducted over two full days. Following Meeting Window 1, provide a summary of stakeholder input, concerns and issues.

Task 3. Zoning, Circulation, Operations and Non-Motorized Analysis

The following analysis will be conducted to support the findings and recommendations:

- Evaluate the zoning code, current zoning designations, potential for redevelopment and absorption capacity (market analysis), including significant permit activity 2010-2018 for properties in the study area.
 - Market analysis will include the following components:
 - Review and summary of demographic conditions (population, income)

- Review and summary of population and employment growth trends and forecasts using existing data sources
 - Summary of real estate conditions (vacancies, absorption, lease rates)
 - Identification of vacant and underutilized parcels
 - Site visit for field work and interviews with property owners, business owners, and other stakeholders.
 - Assessment of viable development types, character, and density appropriate for the area over the short and long term.
- Provide a brief technical memo, including maps and charts documenting the market analysis as appropriate.
- Review the existing zoning code and design guidelines, as applicable, to identify the likelihood of creating a more walkable development pattern. The City will provide relevant sections of the code to review. Provide a redline/strikeout version of the relevant code sections.
- Develop 2040 forecasts for the study intersections using the SRTC travel demand model. The model will be post-processed to provide subarea street level volumes.
- Analyze the existing and 2040 intersection baseline operations for the list below. The operational analysis will create a Synchro model to evaluate vehicle level of service, delay and v/c ratio and queuing at key locations. Any existing or future deficiencies will be documented.

29 th Ave/ Grand Blvd	AM, PM peak hour
30 th Ave /Grand Blvd/Manito Shopping driveway	AM, PM peak hour
33 rd Ave/Grand Blvd	School arrival and departure (peak hour to be determined)
37 th Ave/Grand Blvd	AM, PM peak hour

- Conduct an operational analysis for existing and year 2040 conditions for up to three lane configuration concepts for the study area to be identified by the City. This will likely include evaluating a reduction in travel lanes on Grand Blvd and changing the southbound curb lane at 29th/Grand to right-turn only or shortening the merge distance on the south side. The analysis will report vehicle level of service, delay and v/c ratio and queuing at key locations compared to the baseline conditions.
- Evaluate the feasibility of lane reductions to provide swales, wider sidewalk, planter strip, transit facilities and other streetscape elements. Specific areas include the southbound curb lane on Grand Blvd between 29th and 32nd Avenue and the northbound 32nd and 30th Avenue.
- Evaluate the feasibility of adding bike lanes to Grand Boulevard between 30th and 38th Avenue.
- Prepare maps of walking destinations within the area bound by Division Street, 39th Avenue, Perry Street and 25th Avenue. This should include parks, schools, churches, high density housing and commercial uses. Map the existing sidewalk system and controlled or improved

crosswalk locations. Illustrate pedestrian desire lines crossing Grand Avenue. Maps will include input from Meeting Window 1.

- Evaluate the pedestrian crossing locations and consider shorter crossing distances, refuge islands and other crosswalk enhancements. Enhanced crossing locations will be coordinated with current and planned transit stops.
- Evaluate improvements to the 33rd Avenue/Grand Blvd intersection to enhance the bikeability of this corridor. 33rd Avenue was identified as a future Neighborhood Greenway from High Drive to Arthur Street in the South Hill Coalition Plan and the City's bicycle plan.
- Evaluate collision data to determine the collision rate for intersections and key driveways in the study area. Field observations will be used to determine additional safety concerns. Potential safety issues and counter measures will be identified. Determine if there are locations where driveways could be consolidated or improved to reduce conflicts and enhance neighborhood walkability. This analysis will be coordinated with nearby business and property owners.
- Meeting Window 2: Develop agendas and facilitate a one full-day work session to develop transportation, land use and urban design plans for the corridor. The results of the charrette will be a series of implementation actions necessary to implement the South Hill Coalition Plan recommendations, including recommendations for multimodal improvements to support the desired transportation system and future development assumptions. Following the charrette, a summary of the results will be provided. Graphics created as part of the charrette will be developed to become part of the project report, described in Task 4. The City will organize the meetings and secure a space, preferably within the project area.
- Work with the owners of larger commercial properties such as the Manito Shopping Center to discuss improved pedestrian routes into and through their site. This will be captured in Meeting Window 2.
- Work with leaseholders in commercial centers, professional offices and multi-family residential property owners to discuss improved pedestrian routes into their site and in the public realm. This will be captured in Meeting Window 2.
- After Meeting Window 2, corridor recommendations will be summarized including streetscape cross-sections for the improvement alternatives. The Consultant will provide input to the City to complete renderings or other 3d modeling images. The Consultant will not develop any models, photo simulations, or 3d renderings. City to provide large format printing for all public events and meetings. Consultants will provide concepts in .pdf (or similar formats), for use at neighborhood meetings.
- Develop 30% cost estimates for the recommended improvements.

Task 4. Report

The findings and recommendations of the analysis from Tasks 1 to 3 will be presented in a Draft Report. The Draft Report will include an Implementation Action Plan for the recommended streetscape improvements and for land use and zoning boundaries and designations with recommendations supported by Comprehensive Plan goals and objectives for the District Center designation and future growth and prior planning efforts such as the South Hill Coalition's "Connectivity and Livability Strategic Plan". The Implementation Action Plan will consist of recommendations on urban form and land use. This will not include new or significantly revised development code and site guidelines. The Draft Report will include a preliminary economic

feasibility plan which assesses zoning and development code changes identified in the process based on the potential for further development of properties in the study area consistent with the District Center Comprehensive Plan designation. Based on comments received, a Final Report will be provided.

Contingency Tasks: Additional Outreach

Consultant will coordinate with the City on a time and materials basis to develop additional outreach tools not described in previous tasks, such as online public surveys, neighborhood events, social media, pop up shops and other methods to gather feedback from the neighborhood.

Budget:

The scope of work budget by task is summarized below:

Task	Budget
Task 1. Background review	\$3,500
Task 2. Data collection	\$14,500
Task 3. Zoning, Circulation, Operations and Non-Motorized Analysis	\$46,500
Task 4. Report	\$8,000
Total Non-contingency	\$72,500
Contingency Tasks: Additional Outreach	Not to exceed \$2,500 per City approval

City Staff Responsibilities:

- Provide collision data and traffic counts described in Task 2.
- Partner with Urban Forestry to evaluate the species, placement and health of street trees on 29th and Grand within the study area.
- Build and maintain a project webpage. Provide outreach via social media and neighborhood events. Develop a survey if needed.
- Attend Neighborhood Council meetings as needed to discuss the project.
- Reserve space and organize notifications for Meeting Window 1.
- Reserve space and organize notifications for Meeting Window 2.
- Develop 3D renderings of the preferred alternatives. Plot large scale drawings provided by the consultant in PDF format for the meetings.
- Attend Planning Commission and City Council meetings to facilitate adoption of the report by resolution

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: RFP #5061-19

DESCRIPTION: IMPLEMENTATION OF 2019 DOWNTOWN PARKING STUDY

DUE DATE: MAY 20, 2019
No later than 1:00 p.m.

A handwritten signature in cursive script that reads "Shea Prince".

Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Parking Services Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide IMPLEMENTATION OF 2019 DOWNTOWN PARKING STUDY.

The 2019 Downtown Parking Study was completed by Nelson/Nygaard over a year span. The study includes a parking inventory for both on- and off-street facilities as well as evaluated the City’s current policies, procedures, regulations, hardware, and software systems. The study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The project plan priorities included:

- **Adopt Downtown Parking Goals.** This strategy proposes six goals which guide the evaluation of strategies in this plan, and should also guide future planning efforts.
- **Maximize Use of Existing Supply.** Management of existing parking can be improved with the implementation of a Performance Based Parking Management Program, as well as adjustments to on-street regulation, and prioritization of shared parking programs.
- **Optimize Management and Policy Programs.** There are many competing users for both on and off street parking spaces – this group of strategies proposes the modernization of existing permit programs and event management policy.
- **Enhance Administration and Operations.** Ensuring curb access requires consistent enforcement of curb regulations – Spokane’s enforcement program needs investment and modernization.
- **Make Parking Simple to Find and Use.** Many have trouble finding the available downtown parking spaces. A formal Downtown parking “brand” and a wayfinding program are proposed, in addition to a more general marketing and communications plan. Downtown payment systems are also recommended for improvement.

The City wishes to determine an efficient and sustainable approach to the implementation of the 2019 Downtown Parking Study. The City of Spokane, (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit proposals from organizations interested in providing the City with consulting services for the implementation of key strategies contained in the 2019 Downtown Parking Study by defining a parking technology roadmap and providing procurement support. The City would like a cohesive and user-friendly system that allows virtual permitting, license plate enabled parking enforcement through the use of mobile license plate recognition (LPR) technology, citation management, mobile payments, and complaint management. The City’s goal with this initiative is to update the City’s parking management systems, increase the efficiency of the City’s citation writing and processing, ensure collection rate is at the highest level possible, and to provide more alternatives for customers to access parking services. The overarching goal is to increase customer satisfaction through the implementation of innovative technology.

The parking system covers 60 square miles which includes the downtown area and surrounding residential areas. In the downtown area, the City has just over 5,000 on-street parking spots; over 3,250 have single space meters, 54 spots are in pay by plate timed areas utilizing kiosks, all of the single space and kiosk spaces can be paid by mobile application. The Parks

Department currently owns and manages 6 surface lots downtown adjacent to Riverfront Park.

The City's current parking management system utilizes a variety of hardware and software solutions. Customers can pay for parking at the meter or kiosk using coin or credit card, or by using a mobile application. Parking Enforcement Officers (13 total) issue citations or warnings using handheld devices. The current system allows Municipal Court to accept payments, escalate to collections, and to perform adjudication. The City uses License Plate Recognition (LPR) technology on a limited basis to identify scofflaw and stolen vehicles, and to monitor time restricted zones.

City of Spokane parking management and citation information:

- The City of Spokane issues the following parking permits;
 - Residential Permits
 - Commercial Loading Zones
 - Temporary (Special) Loading Zones
 - Special Events
 - Special Parking Programs
- The City of Spokane Parks Department offers the following surface lots
 - Lot #1 is located on the North end of the Washington Street Bridge.
 - Lot #3, #4*, and #5 are all located on Cataldo Street, between Howard and Washington. Lot #4 is currently not available for parking.
 - Lot #6 is located off Post Street, north of Spokane Falls Blvd.
 - Lot #7 (Bosch Lot) is located at the corner of Summit Parkway and Lincoln.
- Downtown Parking Guidelines
 - Time Restricted Free Parking – 90 minute, 2 hour, 4 hour
 - Re-Parking Ordinance
 - Snow Events
- Non-Downtown Parking Guidelines
 - 24-hour limitation
 - Snow events/Leaf pick-up
- Annual Citations Issued, Approximately 57,000
- Annual Permits Issued, Approximately 10,000

Current hardware/software systems and vendors:

- Duncan Solutions, Inc.
 - AutoPROCESS
 - Professional Account Management (PAM)
 - Park Simple
- CivicSmart, Inc.
 - AutoISSUE
 - Parking Enterprise Management System (PEMS)
- Passport
 - OpsMan
 - ParkMonitor
 - Passport Application
- Parkeon, Inc.
 - MyParkfolio
- PCS Mobile, Inc.
 - Genetec AutoVu
 - Security Desk
- Accela

- Permit module
- Hardware
 - Duncan Liberty Single Space Smart Meter (750)
 - POM Model 95 Single Housing Electric Meter (2500)
 - Genetec AutoVu License Plate Reader
 - Parkeon Kiosk (10)

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have a minimum of five (5) years' experience in consulting and implementing Parking Enforcement Management solutions.

1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2019 and to end on June 30, 2021.

1.4 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

Section 1 – General

1. Review and support the implementation of the City's newly completed Downtown Parking Study. Identify the most suitable equipment, technology, processes, and cost requirements necessary to implement specific strategies from the Downtown Parking Study identified in Section 2 below.
2. Provide a project management oversight approach to include the development of specifications, equipment and vendor selection, contract negotiation support, and overall implementation oversight and system testing verification.
3. Assist in the development of one or more RFPs for software and equipment to support permit issuance, integrated payment, License Plate Recognition based enforcement program, citation issuance and adjudication, immobilization, mobile payments, and parking meters and/or kiosks.
4. Review and outline recommended revisions to City of Spokane Municipal Code.
5. Coordinate a parking technology pilot with selected vendors for an approximately 60 to 90 day trial of proposed technology upgrades. Provide on-going support and oversight of parking technology pilot. Support City's outreach efforts for successful deployment and execution of pilot.

Section 2 – Parking Strategy Implementation

1. **Strategy B.1** – Adopt a formal performance based management program
 - a. Review and recommend amendments to the Spokane Municipal Code to establish a performance-based parking management system including:
 - i. Setting specific occupancy targets for on-street parking at 75-85%.
 - ii. Granting staff authority to change rates/regulations at least annually, but not more than twice per year, to meet adopted occupancy targets.
 - iii. Setting minimum and maximum hourly parking rates for on-street parking.
 - iv. Setting thresholds for action and the amount that rates can be lowered or raised per rate adjustment.
 - b. Recommend revisions to and implementation strategies for the current on-street rate structure to:
 - i. establish "Premium" and "Value" zones;
 - ii. increase the rate differential between low- and high-demand on-street areas; and
 - iii. reduce cost differential between on- and off-street parking.
 - c. In coordination with City staff, communicate the program prior to implementation with effective outreach and messaging.
 - d. Assist in ensuring signage, universal wayfinding, and information technology systems are in place prior to rollout to effectively operate the program and serve the customer.
 - e. Develop a formal monitoring program to assess parking occupancy, modify Premium and Value boundaries, and inform rate adjustments over time. Typical data sources used include manual data collection, modeled occupancy data based on payment data, License Plate Recognition data, and/or parking sensors.

- f. Develop internal and external data sharing protocols, including the development of a template for an annual State of Downtown Parking Report for review by City Council and the public.
- 2. **Strategy B.3** – Assist in development of a pilot partner program and/or a leasing program with private property owners to make all or a portion of their underutilized off-street spaces part of the public supply.
 - a. Assist in the identification of technology solutions and development of specifications for inclusion in an RFP for software/hardware/ services.
 - i. Assist in development of official program signage, wayfinding, and payment systems.
 - ii. Assist in the development of shared parking agreement template, addressing cost sharing, liability, and data sharing.
 - iii. Assist in the creation of an interactive and open-source parking database and platform to facilitate shared parking opportunities, especially for downtown employers.
 - b. Work with private parking facility owners to combine existing validation programs into one program. Leverage partnerships to expand the program and encourage adoption of a more uniform validation program, potentially subsidizing a portion or all of initial technology investment costs for private partners.
 - c. Assist in the development of a pilot Affordable Employee Parking Program aimed at providing lower-cost parking options for downtown workers. Identify underutilized off-street facilities and enter into leasing and/or sharing agreements to provide lower-cost permits at certain times of week/day. Potential employees to target are retail and service workers, especially in evenings and on weekends.
- 3. **Strategy C.1** – Adopt a policy framework that encourages flexible, but consistent freight and passenger loading activity.
 - a. Create a “flex zone” policy which prioritizes various uses of the curb and adjusts allocation accordingly. Specific elements could include:
 - i. Designation of a curb lane as a flex zone.
 - ii. Develop standards for prioritizing curb treatments within flex zones – parking, commercial loading, passenger loading, streetscape amenities, bike lanes, etc – based on land use typology.
 - b. Evaluate creation of shared loading zones – allowing for more flexible sharing of curb space based on time of day and/or day of week.
 - c. Develop a plan to monitor impacts of shared mobility services, delivery, and future autonomous vehicles on curb demands.
- 4. **Strategy C.2** – Implement an virtual permit system
 - a. Transition the Commercial Loading Zone and Special Loading Zone into virtual permit programs
 - b. Develop a system that allows for space-specific meter reservations.
 - c. Develop online interface for permit sales and administration
 - d. Evaluate permit fees to insure that administrative costs are covered.
 - e. Develop an Urban Goods Delivery Strategy to improve commercial deliveries and loading. This should include
 - i. Minimum loading distance thresholds
 - ii. Promotion of shared delivery systems
 - iii. Promotion of alternative delivery systems
 - iv. Incentives/requirements for off-hour deliveries
 - f. Evaluate expansion of and modifications to existing Residential Parking Pass program

- i. Develop initiation and formation process for RPP zones.
 - ii. Evaluate methods to restrict number of permits issued relative to available on-street parking supply.
 - iii. Establish monitoring program for RPP sales and utilization.
 - g. Permit programs shall be Integrated with LPR enforcement system
- 5. **Strategy D.1** – Adopt formal enforcement and maintenance goals and metrics.
 - a. Develop policies and procedures that define a proactive and reactive maintenance program and define performance measures such as field response requirements, uptime standards, and repair standards.
 - b. Develop a parking ambassador program that is focused on customer service, compliance, and education.
 - c. Develop parking enforcement performance standards that utilize measures like number of warnings issued, gap management reviews (the time lapses between job duties), and the quantity of voids due to error.
 - d. Develop an ongoing parking enforcement training program that incorporates conflict resolution, de-escalation, and the use of discretion for frontline personnel.
- 6. **Strategy D.3** – Enhance Technology Systems for Enforcement
 - a. Assist in the development of a comprehensive Request for Proposals for an integrated citation and permit management solution that includes all city parking management technologies: parking meters, kiosks, mobile payment, virtual permits, LPR, and the city’s municipal court software.
 - b. Assist in the development of a robust License Plate Recognition based enforcement program. Coordinate the integration with parking enforcement, management and payment systems.
 - c. Recommend updates to City policies to provide Parking Enforcement Officers (PEOs) with the ability to issue citations for all parking related violations.
 - d. Assist in the solicitation, selection and implementation of a modular, flexible and expandable software solution.
- 7. **Strategy D.4** – Enhance revenue collections and reconciliation
 - a. Develop recommendations for a closed-can collection system, these requirements should be included in the RFP
 - b. Develop a staffing model to separate collection duties from enforcement duties.
 - c. Develop a foreign coin policy that includes conversion to US coin.
 - d. Develop security policies and reconciliation procedures for coin counting
 - e. Develop policies and procedures for establishing meter collection routes using available technology to allow for simplified reconciliation and tracking.
- 8. **Strategy E.2** – Support City efforts to develop an enhanced marketing and communications plan
 - a. Assist in the development of parking communications and marketing materials to include:
 - i. Parking goals and objectives
 - ii. Revised website to include more dynamic inventory and occupancy information
 - iii. Leverage technology improvements to provide real-time on- and off-street inventory (and potentially occupancy) data via a mobile phone app
 - iv. Assist in the creation of user friendly parking content, including downtown parking map, brochure, and FAQ

- v. Market multimodal options (i.e. City Ticket shuttle, bike share) as a parking management strategy
 - b. Assist in evaluation and development of specifications for an interactive and open-source parking inventory website/database and process for updating downtown inventory.
9. **Strategy E.3** – Streamline downtown payment systems
- a. Develop specifications and evaluate options for parking meters for on-street parking. Ensure that multiple payment options are provided (including cash, credit card, and mobile). Meters should allow for integration with use of LPR enforcement.
 - b. Develop specifications and evaluate options for multi-space pay stations for on- and off-street parking. Ensure that multiple payment options are provided (including cash, credit card, and mobile). Pay by plate technology and integration with LPR enforcement is required.
 - c. Develop specifications and evaluate options for one or more mobile payment apps
 - d. Develop incentives for the use of consistent payment systems and mobile apps within private, off-street facilities. Methods could include:
 - i. Pilot payment technology systems with key private lots/garages used by a variety of downtown visitors, including cost sharing and maintenance agreements.
 - ii. Integrate coordinated payment technology requirements into shared parking program with private partners.

3. GENERAL INFORMATION

3.1 QUESTIONS/CLARIFICATIONS

Please submit ALL questions through the “Clarifications” tab in the ProcureWare document.

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by the City of Spokane. Communication directed to parties other than through the ProcureWare system may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	May 1, 2019
Question and answer period	May 1 to May 8, 2019
Issue addendum to RFP (if applicable)	May 13, 2019
Last date for questions regarding RFP	May 10, 2019 at 5:00 pm
Proposals due	May 20, 2019
Evaluate Proposals	May 13 to 17, 2019
Conduct oral interviews with finalists, if required	
Announce “Apparent Successful Firm” and send notification via fax or e-mail to unsuccessful Proposers	June 3, 2019
Negotiate contract	June 3 to June 21, 2019
City Council approval of contract	June 24, 2019
Begin contract work	July 1, 2019

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMISSION OF PROPOSALS

Proposals shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procureware.com> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids will not be accepted

B. DUE DATE

It is the responsibility of the Proposer to be sure its Proposals are submitted electronically sufficiently ahead of time to be received no later than 1:00 PM local time on May 20, 2019.

Sealed electronic proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the City's bidding portal and notification will go out to all who have downloaded the RFP.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for forty-five (45) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be electronically submitted (uploaded) to the ProcureWare system. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: Consulting and implementing parking studies; Implementation of Parking Management Systems, Stakeholder Engagement, Evaluation and Implementation of Parking Technology (hardware and software), Best Practices, Parking Officer Training Programs, Procurement

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the references provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

2. COMPUTATION

The score for the cost Proposal will be computed by dividing the lowest cost Proposal received by the Firm's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35%	70 points
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Project Approach/Methodology	20 Points (Maximum)
Quality of Work Plan	20 Points (Maximum)
Project Schedule	5 Points (Maximum)
Project Deliverables	25 Points (Maximum)

Management Proposal - 30%	60 points
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Project Team Structure/ Internal Controls	15 Points (Maximum)
Staff Qualifications/Experience	25 Points (Maximum)
Experience of the Firm	20 Points (Maximum)

Cost Proposal – 35%	70 Points (Maximum)	70 points
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GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS
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5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 business registration. The Firm 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 Firm 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.

6.2 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 contract shall have or acquire any interest in the contract, 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 contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Contractor 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 Contractor.

6.5 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.6 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. 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. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; 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.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

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 the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

2019 Downtown Parking Study
2019 Downtown Parking Study Appendices

**June 2019 Monthly Financial Report
City of Spokane**

GENERAL FUND OVERVIEW

	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	% Variance YTD -Unfavorable/ Favorable
Revenues	\$197,872,460	\$80,634,824	\$80,832,132	\$197,308	0.2%
Expenditures	\$202,663,175	\$94,756,833	\$92,681,916	\$2,074,917	2.2%
BALANCE	(\$4,790,715)	(\$14,122,009)	(\$11,849,784)		

SUMMARY

Through the first six months of FY 2019, General Fund revenues are 0.2 percent above City projections with approximately \$80.8 million collected year-to-date (YTD). The City has collected \$2.1 million more YTD as compared to FY 2018. On the expenditure side, the City continues to underspend in the General Fund with a 2.2 percent variance compared to budget, equaling \$2.1 million below YTD projections.

REVENUE OVERVIEW

Sales tax and local retail sales tax revenues (data through April 2019) are both above YTD projections, 2.5 and 2.0 percent respectively. Property tax is \$409,232 above YTD and \$1.9 million more compared to 2018. However, business taxes are down 9 percent compared to current year projections and \$466,667 compared to 2018. The majority is the taxes on private utilities, 6.5 percent below projection and \$244,904 less than 2018. Another revenue source under current projections is fines and forfeits, which included traffic and parking violations, currently 24.9 percent under projection with \$168,910 less than 2018 YTD.

EXPENDITURE OVERVIEW

Approximately 30 percent of General Fund departments are currently above their YTD projected budgets (projected budgets are calculated by the Budget Office based on prior year spending patterns).

CHANGES TO 2019 ADOPTED GF BUDGET

Changes Adopted GF Revenues

Adopted GF Revenues	\$197,869,961
BTs and SBOs	\$2,499
CURRENT REVENUES (Adopted + BTs and SBOs)	\$197,872,460

Changes Adopted GF Expenditures

Adopted GF Expenditures	\$198,537,466
Encumbrance Carry Forward	\$3,973,210
BTs and SBOs	\$152,499
CURRENT EXPENDITURES (Adopted + Encumbrance + BTs and SBOs)	\$202,663,175

Note: Encumbrance Carry Forward budgets are for contracted goods or services, grants, or capital projects from the prior fiscal year which continue into the current fiscal year; funds to pay for these expenses are also carried forward into the current fiscal year. City Council passed ORD C35741 on February 11, 2019 to carry budget capacity forward from 2018 into 2019 to make these expenditures.

June 2019 Monthly Financial Report
City of Spokane

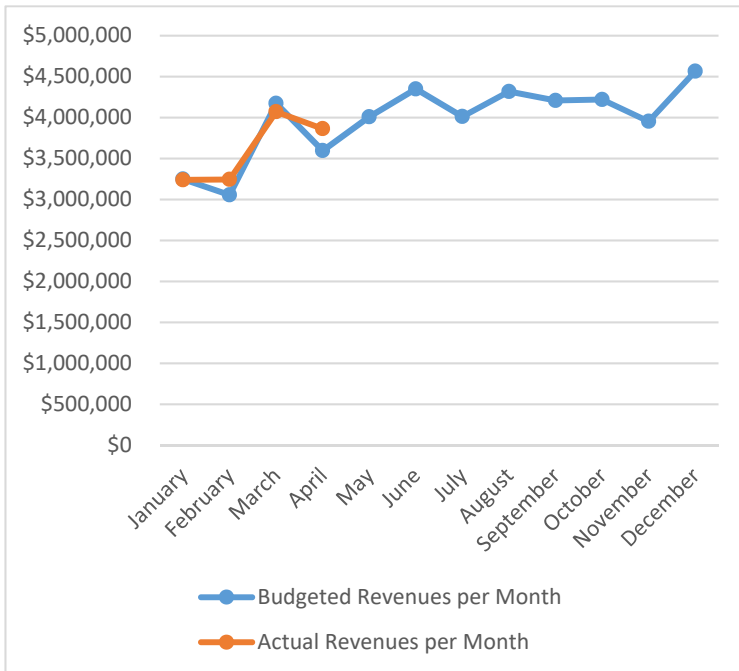
GENERAL FUND REVENUE OVERVIEW

Revenue Category	2019 Current Budget	Budget YTD	Actuals YTD	% Variance Actual vs. Budget YTD (Unfavorable)/Favorable	Actuals YTD vs. Prior Year (Unfavorable)/Favorable
Sales Tax – GF Only	\$47,710,100	\$14,074,156	\$14,420,111	2.5%	\$788,605
<i>Local Retail Sales Tax – GF Only</i>	<i>45,200,000</i>	<i>13,404,291</i>	<i>13,675,590</i>	<i>2.0%</i>	<i>714,977</i>
Property Tax	44,922,000	24,825,215	25,234,448	1.6%	1,944,737
Interfund Utility Taxes	40,727,000	14,557,139	14,922,494	2.5%	578,874
Business Taxes	25,850,000	11,644,928	10,600,289	-9.0%	(466,667)
<i>Taxes on Private Utilities</i>	<i>25,550,000</i>	<i>11,271,585</i>	<i>10,533,757</i>	<i>-6.5%</i>	<i>(244,904)</i>
Charges for Services (Services Provided to City Departments)	16,711,416	6,069,125	6,037,799	-0.5%	(721,624)
Licenses & Permits	6,736,700	2,981,236	3,029,076	1.6%	77,479
<i>Business Registrations</i>	<i>4,050,000</i>	<i>1,832,546</i>	<i>1,853,594</i>	<i>1.1%</i>	<i>57,313</i>
<i>Franchise Fees</i>	<i>2,460,000</i>	<i>1,032,098</i>	<i>997,847</i>	<i>-3.3%</i>	<i>(24,099)</i>
Miscellaneous Revenue	7,140,100	3,006,773	3,197,716	6.4%	21,975
<i>Interest Earnings</i>	<i>6,178,000</i>	<i>2,480,671</i>	<i>2,480,493</i>	<i>0.0%</i>	<i>(327,565)</i>
Intergovernmental Revenues	3,702,329	1,642,251	1,633,286	-0.5%	(83,225)
<i>Marijuana Use Tax</i>	<i>400,000</i>	<i>247,308</i>	<i>218,345</i>	<i>-11.7%</i>	<i>(135,832)</i>
Fines & Forfeits	2,691,150	1,357,584	1,019,461	-24.9%	(168,910)
<i>Traffic & Parking Violations</i>	<i>2,400,500</i>	<i>1,206,306</i>	<i>849,587</i>	<i>-29.6%</i>	<i>(227,199)</i>
Other Taxes	1,320,000	476,417	604,573	26.9%	143,233
<i>Admission Tax</i>	<i>1,150,000</i>	<i>469,026</i>	<i>485,252</i>	<i>3.5%</i>	<i>66,848</i>
Operating Transfer-In	321,265	0	0		
Disposition of Fixed Assets	40,000	0	132,880		
TOTAL	\$197,872,460	\$80,634,824	\$80,832,132	0.2%	\$2,114,477

VARIANCE NOTES

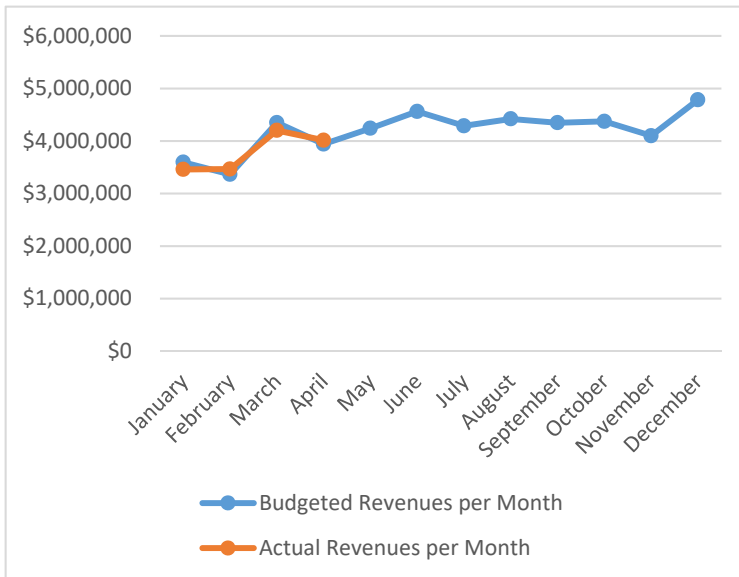
June 2019 Monthly Financial Report City of Spokane

SALES TAX – GF Only



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$3,248,520	\$3,240,081	(\$8,439)
February	\$3,055,684	\$3,245,169	\$189,486
March	\$4,173,750	\$4,070,883	(\$102,867)
April	\$3,596,202	\$3,863,977	\$262,775
May	\$4,008,911		
June	\$4,349,679		
July	\$4,012,025		
August	\$4,318,102		
September	\$4,208,562		
October	\$4,220,584		
November	\$3,953,321		
December	\$4,564,761		
2019 Total	\$47,710,100	\$14,420,111	\$345,955

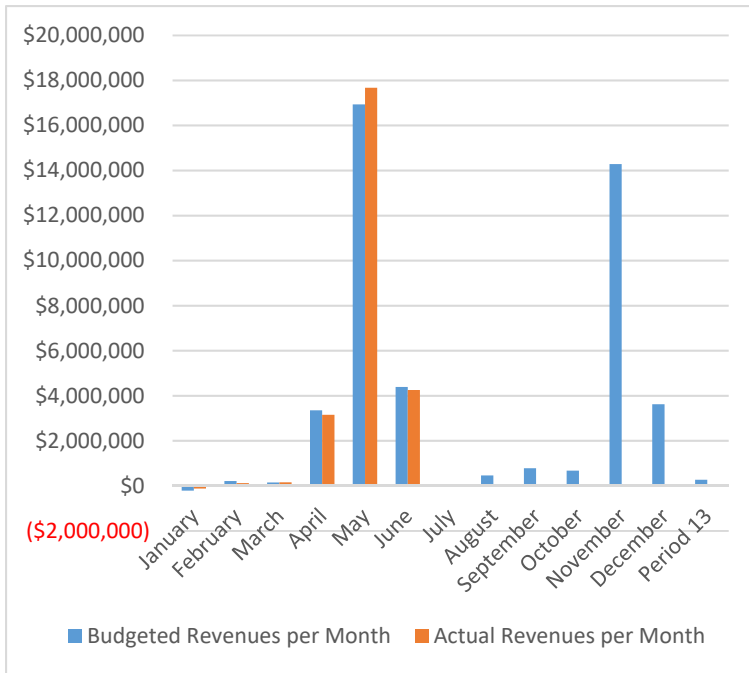
LOCAL RETAIL SALES TAX – CITYWIDE



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$3,596,244	\$3,459,064	(\$137,180)
February	\$3,364,397	\$3,466,805	\$102,409
March	\$4,349,532	\$4,201,253	(\$148,279)
April	\$3,940,680	\$4,013,643	\$72,963
May	\$4,241,055		
June	\$4,563,108		
July	\$4,288,306		
August	\$4,421,471		
September	\$4,347,835		
October	\$4,374,325		
November	\$4,099,218		
December	\$4,784,356		
2019 Total	\$50,370,525	\$15,140,765	(\$110,087)

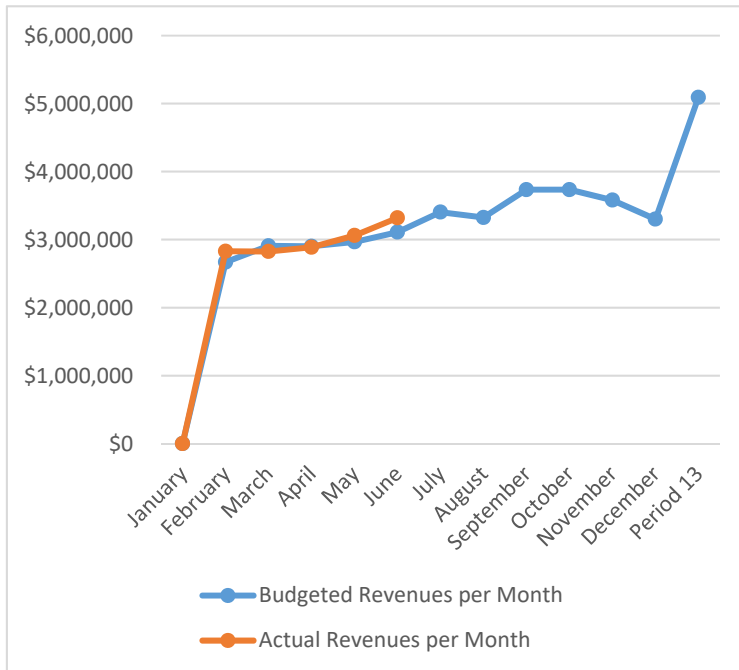
June 2019 Monthly Financial Report City of Spokane

PROPERTY TAX



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	(\$211,550)	(\$123,149)	\$88,401
February	\$211,535	\$122,967	(\$88,568)
March	\$145,522	\$152,922	\$7,400
April	\$3,355,525	\$3,153,212	(\$202,313)
May	\$16,932,077	\$17,675,330	\$743,253
June	\$4,392,106	\$4,253,164	(\$138,941)
July	\$0		
August	\$458,996		
September	\$784,163		
October	\$673,375		
November	\$14,286,311		
December	\$3,622,184		
Period 13	\$272,154		
2019 Total	\$44,922,400	\$25,234,448	\$409,232

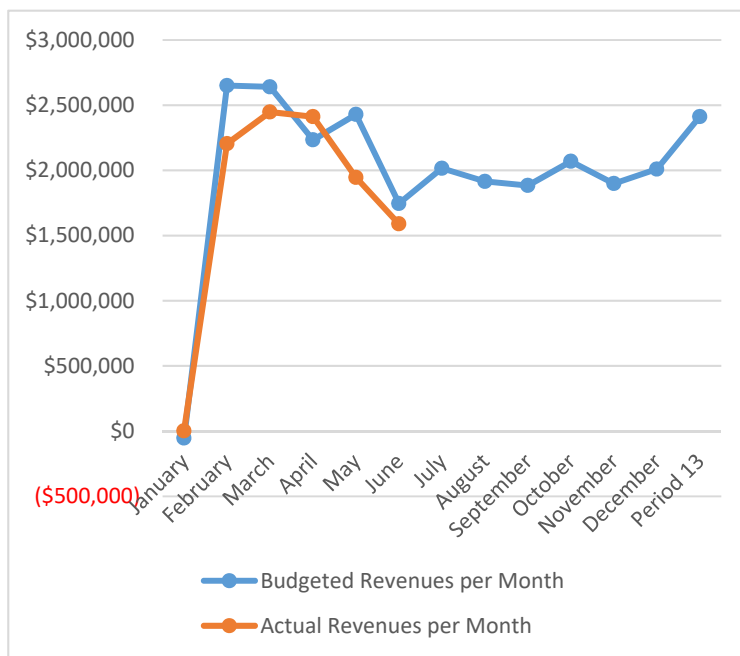
INTERFUND TAXES



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$0	\$0	\$0
February	\$2,669,337	\$2,828,718	\$159,381
March	\$2,909,110	\$2,825,380	(\$83,730)
April	\$2,901,897	\$2,887,538	(\$14,359)
May	\$2,966,515	\$3,060,940	\$94,425
June	\$3,110,280	\$3,319,917	\$209,638
July	\$3,403,496		
August	\$3,325,408		
September	\$3,734,220		
October	\$3,734,361		
November	\$3,580,385		
December	\$3,300,007		
Period 13	\$5,091,983		
2019 Total	\$40,727,000	\$14,922,494	\$365,355

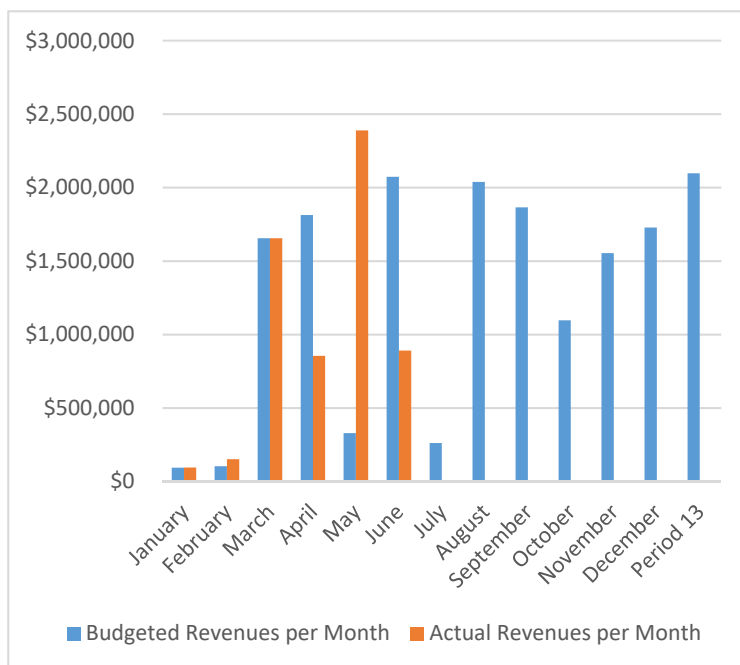
June 2019 Monthly Financial Report City of Spokane

BUSINESS TAXES



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	(\$54,079)	\$1,609	\$55,687
February	\$2,650,332	\$2,204,484	(\$445,848)
March	\$2,640,446	\$2,447,425	(\$193,021)
April	\$2,233,526	\$2,411,641	\$178,115
May	\$2,428,542	\$1,946,001	(\$482,581)
June	\$1,746,161	\$1,589,129	(\$157,032)
July	\$2,015,721		
August	\$1,915,337		
September	\$1,884,100		
October	\$2,069,552		
November	\$1,898,454		
December	\$2,009,647		
Period 13	\$2,412,262		
2019 Total	\$25,850,000	\$10,600,289	(\$1,044,639)

CHARGES FOR SERVICES



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	\$94,994	\$95,167	\$173
February	\$104,066	\$152,323	\$48,258
March	\$1,654,898	\$1,655,730	\$832
April	\$1,812,936	\$854,769	(\$958,166)
May	\$329,171	\$2,388,641	\$2,059,470
June	\$2,073,060	\$891,169	(\$1,181,892)
July	\$261,631		
August	\$2,038,191		
September	\$1,865,171		
October	\$1,096,922		
November	\$1,554,396		
December	\$1,728,417		
Period 13	\$2,097,561		
2019 Total	\$16,711,416	\$6,037,799	(\$31,326)

June 2019 Monthly Financial Report
City of Spokane

GENERAL FUND EXPENDITURE OVERVIEW

Department	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable
City Clerk	\$713,885	331,596	264,180	67,416
Civil Service	1,204,140	532,525	566,505	(33,980)
Community & Neighborhood Services Division	428,251	179,324	72,789	106,536
Community Centers	810,500	220,304	259,532	(39,229)
Council	1,652,832	759,966	635,036	124,930
Economic Development	1,689,746	691,038	316,129	374,909
Engineering Services	7,016,126	3,227,020	2,984,603	242,416
Finance	806,875	347,658	260,265	87,393
Grants Management	504,918	240,080	172,094	67,986
Historic Preservation	224,360	86,559	104,239	(17,680)
Human Resources	1,111,276	506,491	476,054	30,436
Human Services	5,820,129	1,991,884	2,311,973	(320,089)
Legal	4,709,323	2,129,597	2,036,220	93,377
Mayor	1,068,468	485,305	472,025	13,280
Municipal Court	4,428,992	1,941,722	1,908,989	32,734
Neighborhood Services	458,807	219,940	193,494	26,445
Nondepartmental	4,781,116	2,394,602	1,483,827	910,775
Office of Hearing Examiner	263,746	123,915	143,182	(19,266)
Office of Youth	45,000	0	11,250	(11,250)
Planning Services	2,510,143	1,172,001	674,720	497,280
Police	60,614,140	27,186,414	26,993,114	193,299
Police Ombudsman	345,540	168,833	142,697	26,136
Probation Services	1,412,748	632,414	589,538	42,876
Public Affairs/Communications	1,178,656	450,198	491,180	(40,983)
Public Defender	3,133,643	1,445,898	1,495,555	(49,657)
Treasury Services	852,504	407,992	346,131	61,861
Allocations to Other GF Departments	84,130,577	42,065,289	42,249,334	(184,046)
Internal Service Charges	10,746,734	4,818,270	5,027,259	(208,989)
TOTAL	\$202,663,175	\$94,756,833	\$92,681,916	\$2,074,917

June 2019 Monthly Financial Report
City of Spokane

SELECTED OTHER FUNDS OVERVIEW (REVENUE AND EXPENSE)

Fund	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	% Variance YTD -Unfavorable/ Favorable
SPECIAL REVENUE FUNDS					
Street Fund					
Revenues	\$29,083,388	\$10,630,452	\$9,641,528	(\$988,924)	-9.3%
Expenditures	29,558,858	11,805,997	11,160,438	645,558	5.5%
Traffic Calming Measures Fund					
Revenues	3,505,000	1,629,108	1,894,205	265,098	16.3%
Expenditures	5,135,998	1,307,964	503,400	804,564	61.5%
Library Fund					
Revenues	10,692,650	5,409,263	5,238,907	(170,356)	-3.1%
Expenditures	10,610,298	5,287,296	4,678,950	608,346	11.5%
Parks & Recreation Fund					
Revenues	23,922,821	11,426,589	9,957,914	(1,468,675)	-12.9%
Expenditures	26,435,130	11,751,948	8,701,762	3,050,186	26.0%
Fire/EMS Fund					
Revenues	57,471,409	27,994,188	27,973,777	(20,411)	-0.1%
Expenditures	56,760,384	25,285,721	25,792,977	(507,256)	-2.0%
ENTERPRISE FUNDS					
Water Fund					
Revenues	44,617,106	12,939,945	18,495,921	5,555,976	42.9%
Expenditures	52,052,358	17,579,050	17,354,129	224,921	1.3%
Solid Waste Disposal					
Revenues	31,582,012	13,888,609	13,226,699	(661,910)	-4.8%
Expenditures	37,764,617	11,140,562	14,000,704	(2,860,143)	-25.7%
Solid Waste Collections					
Revenues	51,981,365	25,103,748	25,731,400	627,653	2.5%
Expenditures	56,128,075	21,600,436	20,947,617	652,819	3.0%

June 2019 Monthly Financial Report
City of Spokane

GENERAL GOVERNMENT INTERNAL SERVICE FUND OVERVIEW (EXPENSE)

Fund	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	% Variance YTD (Unfavorable)/ Favorable
Fleet Services	\$12,142,585	5,033,274	6,139,650	(1,106,376)	-22.0%
Fleet Services Equip Replacement	4,499,783	1,111,186	1,279,342	(168,157)	-15.1%
Public Works and Utilities	6,345,371	2,652,910	2,423,158	229,752	8.7%
IT	11,661,581	5,717,998	4,908,915	809,083	14.1%
IT Capital Replacement	2,434,568	242,994	983,367	(740,373)	-304.7%
Reprographics	754,303	310,305	308,097	2,208	0.7%
Purchasing & Stores	744,906	296,987	326,279	(29,292)	-9.9%
Accounting Services	4,346,168	2,423,082	1,900,813	522,270	21.6%
My Spokane	1,307,764	571,534	569,197	2,337	0.4%
Office of Performance Management	1,437,988	0	526,726	(526,726)	
Risk Management	5,751,155	2,468,310	1,208,755	1,259,555	51.0%
Workers' Compensation	6,827,633	2,818,927	1,934,546	884,380	31.4%
Unemployment Compensation	592,685	297,361	186,260	111,101	37.4%
Employees Benefits	42,601,395	20,421,683	19,248,800	1,172,884	5.7%
Asset Management – Operations	3,319,792	1,484,720	1,367,645	117,076	7.9%
Asset Management - Capital	21,391,481	9,106,918	9,956,958	(850,040)	-9.3%
Property Acquisition Police	3,383,718	0	297,201	(297,201)	
Property Acquisition Fire	1,144,220	0	0	0	
TOTAL	\$130,687,096	\$54,958,190	\$53,565,709	\$1,392,481	2.5%

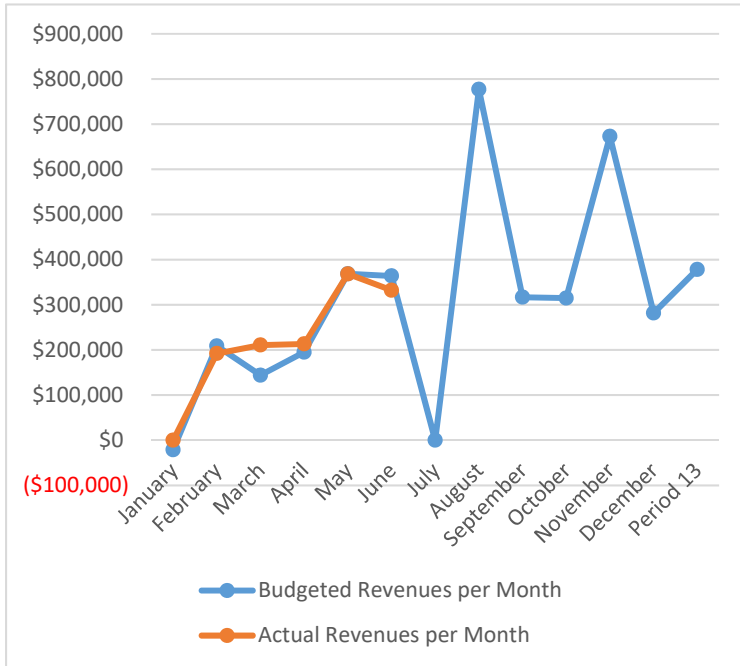
June 2019 Monthly Financial Report City of Spokane

REET – First Quarter Percent

Revenues

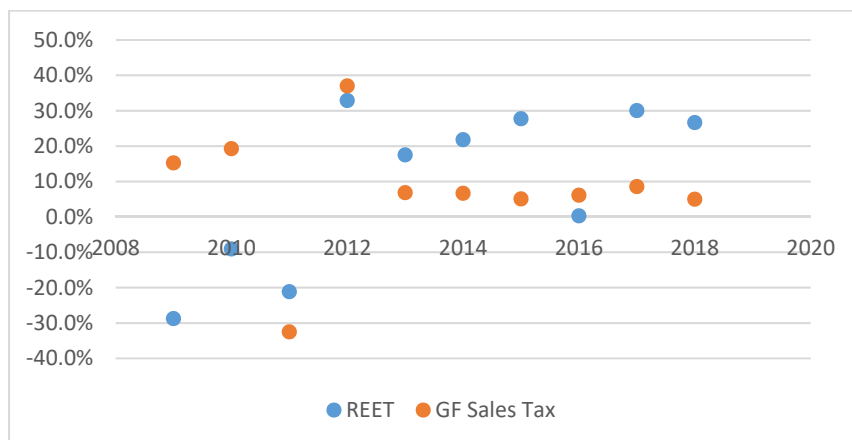
	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	% Variance YTD -Unfavorable/ Favorable
Street Fund	\$4,000,000	\$1,259,047	\$1,316,090	\$57,044	4.5%

Budget to Actual – Monthly



	Budgeted Revenues per Month	Actual Revenues per Month	Variance
January	(\$21,067)	\$0	\$21,067
February	\$208,747	\$191,947	(\$16,800)
March	\$143,895	\$210,677	\$66,782
April	\$194,965	\$213,198	\$18,233
May	\$368,646	\$368,207	(\$439)
June	\$363,861	\$332,062	(\$31,799)
July	\$0		
August	\$776,933		
September	\$316,716		
October	\$314,727		
November	\$672,707		
December	\$281,680		
Period 13	\$378,190		
2019 Total	\$4,000,000	\$1,316,090	\$57,044

REET & GF Sales Tax – Annual Percent Change – 10-Year View



	REET	GF Sales Tax
2009	-28.8%	15.2%
2010	-9.1%	19.2%
2011	-21.2%	-32.5%
2012	32.9%	37.0%
2013	17.5%	6.8%
2014	21.8%	6.6%
2015	27.7%	5.1%
2016	0.2%	6.1%
2017	30.0%	8.5%
2018	26.6%	4.9%

**June 2019 Monthly Financial Report
City of Spokane**

Additional Items of Interest

Uniform OT

Fund	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable	Actuals YTD vs. Prior Year (Unfavorable)/ Favorable
Police (General Fund)	\$2,324,588	\$1,107,571	\$1,511,397	(\$403,826)	\$140,995
Public Safety & Judicial Grant	\$10,000	\$3,073	\$18,625	(\$15,552)	\$8,016
Police TOTAL	\$2,334,588	\$1,110,643	\$1,530,022	(\$419,378)	\$149,011
Fire/EMS	\$2,271,657	\$745,406	\$893,062	(\$147,656)	\$159,876
Combined Communications Center	\$6,000	\$708	\$4,969	(\$4,261)	(\$4,091)
Fire TOTAL	\$2,277,657	\$746,114	\$898,031	(\$151,916)	\$155,785

City Share of County Jail

Fund	2019 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/ Favorable
Criminal Justice Assistance Fund	\$5,300,000	\$2,489,754	\$2,297,667	\$192,088

ORDINANCE NO. C-_____

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

Chapter 03.13 Loaned Employees **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

Section 03.13.020 Definitions

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

Section 03.13.030 Authority for Loan of City Employees

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

Section 03.13.040 Required Terms for Loan of City Employees

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
 - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
 - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
 - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like;
 - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
 - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
 - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

Section 2. That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

Chapter 12.12 Loan of City Property and Equipment

Section 12.12.010 Purpose and Intent

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.

Section 12.12.020 Definitions

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

Section 12.12.030 Authority for Loan of City Property or Equipment

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

Section 12.12.040 Required Terms for Loan of City Property or Equipment

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
 - 1. No loan of City property or equipment may exceed 180 calendar days which may not be extended;
 - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
 - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
 - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
 - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
 - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property shall be returned to the City in good and serviceable condition at the end of the loan period.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C35765

An ordinance relating to commercial vehicles; amending SMC section 16A.44.100.

The City of Spokane does ordain:

Section 1. That SMC section 16A.44.100 is amended to read as follows:

16A.44.100 Commercial Motor Vehicle Regulations

Concerning motor carriers used in intrastate or interstate commerce and operating within the City of Spokane, the following RCWs are hereby adopted by reference as if fully set forth herein:

A. 46.16A.455 – Trucks, buses, and for hire vehicles based on gross weight Rpt to FMCSA

1. LOGBOOK / MEDICAL CERTIFICATE

46.32.010 – Viol Fed Regs Logbook/Med Cert \$191

2. COMMERCIAL DRIVER'S LICENSE – Title 49 Subtitle B Chapter III Subchapter B CFR Part 383 - 387

a. 46.25.040.2.b – Operating a CMV with more than 1 driver license	CFR 383.21	Rpt-FMCSA
b. 46.25.050 – No Valid Commercial Driver's License	CFR 383.23(a)(2)	\$1000
c. 46.25.060.5.c – Operating on Learner's Permit without CDL Driver	CFR 383.23(c)(1)	Rpt-FMCSA
d. 46.25.052 – Violating Conditions of Commercial Learner's Permit	CFR 383.23	Rpt-FMCSA
e. 46.25.050.2 – Driving While CDL Suspended/Revoked/Disqualified	CFR 383.51(a)(1)	\$1000
f. 46.25.020.2 – Employer Allowing Disqualified Driver to Drive	CFR 383.51(a)(2)	Rpt-FMCSA
g. 46.25.080.2 – Operating a CMV with improper CDL Class	CFR 383.91(a)	Rpt-FMCSA
h. 46.25.080.2 – No Double or Triple Trailer Endorsement on CDL	CFR 383.93(b)(1)	Rpt-FMCSA
i. 46.25.080.2 – No Passenger Vehicle Endorsement on CDL	CFR 383.93(b)(2)	Rpt-FMCSA
j. 46.25.080.2 – No Tank Vehicle Endorsement on CDL	CFR 383.93(b)(3)	Rpt-FMCSA
k. 46.25.080.2 – No Hazardous Materials Endorsement on CDL	CFR 383.93(b)(4)	Rpt-FMCSA
l. 46.25.080.2 – Violation of Air Brake Restrictions	CFR 383.95(a)	Rpt-FMCSA
m. 46.32.010.1 – Failure to Register with FMCSA to Obtain a USDOT Number	CFR 385.301(a)	\$136
n. 46.30.020 – No Evidence of Public Liability/Property Damage Insurance	CFR 387.301(a)	\$550
o. 46.16.260 – No Copy of Certificate of Registration	CFR 387.303(b)(4)	Rpt-FMCSA

3. INSURANCE – Title 49 Subtitle B Chapter III Subchapter B CFR Part 387

a. 46.30.020 – No Evidence of Public Liability/Property Damage Insur CFR 387.301(a) \$550

b. 46.16.260 – No Copy of Certificate of Registration CFR 387.303(b)(4) Rpt-FMCSA

4. GENERAL REQUIREMENTS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 390

a. 46.32.010 – No Periodic (Annual) Inspection	CFR 396.17(c)	\$191
b. 46.32.010.1 – Motor Carrier Identification Report (USDOT Required)	CFR 390.19	\$136
c. 46.32.010 – Commercial Motor Vehicle Not Marked as Required	CFR 390.21	\$191
d. 46.32.010.1 – Marking of Commercial Motor Vehicles (Interstate)	CFR 390.21	\$136
e. 81.80.305 – Marking of Commercial Motor Vehicles (Intrastate)	CFR 390.21	\$1000
f. 46.37.360 – Brake Connections with Air Leaks	CFR 390.45(d)	\$136

5. DRIVER VIOLATIONS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 391

a. 46.25.055 – Using a Driver UNDER 21 Years of Age	CFR 391.11(b)(1)	\$550
b. 46.25.055 – Unable to Understand Road Sig/Signals		
c. 46.25.040 – Using a Physically Unqualified Driver	CFR 391.11(b)(4)	Rpt-FMCSA
d. 46.25.040 – Using a Driver with No or Invalid Driver License	CFR 391.11(b)(7)	Rpt-FMCSA
e. 46.25.040(2)(a) – Requiring/Allowing a Driver to Drive while Disqualified/ Suspended/Revoked, or Cancelled	CFR 391.15	Rpt-FMCSA
f. 46.25.057 – No Medical Certificate in Driver's Possession	CFR 391.41(a)	\$550
g. 46.25.057 – Expired Medical Examiner Certification	CFR 391.45(b)	\$550
h. 46.25.057 – No Valid Medical Waiver in Driver's Possession	CFR 391.49(j)	\$550

6. DRIVING OF COMMERCIAL VEHICLES – Title 49 Subtitle B Chapter III Subchapter B CFR Part 392

a. 46.44.010 – Operating Over Legal Width	CFR 392.2	\$156
b. 46.44.020 – Operating Over Legal Height	CFR 392.2	\$156
c. 46.44.030 – Operating Over Legal Length	CFR 392.2	\$156
d. 46.44.041 – Operating Over Legal Weight	CFR 392.2W	\$197
e. 46.61.130 – Lane Restriction Violation	CFR 392.2	\$136
f. 46.61.590 – Unlawful Parking an/or Leaving Vehicle in the Roadway	CFR 392.2	\$136
g. 46.37.230 – Headlamps – Failing to Dim When Required	CFR 392.2	\$136
h. WAC 308-77-025 – State or International Fuel Tax (FTA) Violation	CFR 392.2	Rpt-FMCSA
i. 46.61.050 – Failure to Obey Traffic Control Device	CFR 392.2C	\$136
j. 46.61.145 – Following Too Close	CFR 392.2FC	\$136
k. 46.61.140 – Improper Lane Change	CFR 392.2LC	\$136
l. 46.61.130 – Improper Passing	CFR 392.2P	\$136
m. 46.61.500 – Reckless Driving	CFR 392.2R	\$1000
n. 46.61.400 – Speeding (subsection specified)	CFR 392.2S	As per RCW
o. 46.61.290 – Improper Turns	CFR 392.2T	\$136

p.	46.61.180 – Failure to Yield Right of Way	CFR 392.2Y	\$136
q.	46.32.010 – Operating a CMV While Ill or Fatigued	CFR 392.3	\$191
r.	46.61.502 – Driving Under the Influence of Drugs	CFR 392.4(a)	\$1000
s.	46.61.502 – Driver on Duty and Under the Influence of Alcohol	CFR 392.5(a)	\$1000
t.	46.25.110 – Driving with Alcohol in System	CFR 392.5(a)	\$1000
u.	46.25.110 – Possession of Alcohol (Other than Part of Load)	CFR 392.5(c)	\$1000
v.	46.25.090 – Operating CMV in Violation of OOS Order	CFR 392.5(c)(2)	Rpt-FMCSA
w.	46.32.010 – Unauthorized Passenger on Board CMV	CFR 392.6	\$191
x.	46.32.010 – Driver Failing to Conduct Pre-Trip Inspection	CFR 392.7	\$191
y.	46.37.450 – Failure to Inspect/Use Emergency Equipment	CFR 392.8	\$136
z.	46.32.010 – No or Operating Outside Operating Authority	CFR 392.9(a)	\$191
aa.	46.37.490 – Failure to Secure Cargo	CFR 392.9(a)(1)	\$136
bb.	46.37.490 – Failure to Secure Vehicle Equipment	CFR 392.9(a)(2)	\$136
cc.	46.61.615 – Driver's View and/or Movement is Obstructed	CFR 392.9(a)(3)	\$136
dd.	46.32.010 – Operating Without USDOT Registration/Number	CFR 392.9(b)	\$191
ee.	46.61.350.1 – Failure to Stop at Railroad Crossing – Bus	CFR 392.10(a)(2)	\$136
ff.	46.61.350.1 – Failure to Stop at Railroad Crossing – Chlorine Gas	CFR 392.10(a)(3)	\$136
gg.	46.61.350.1 – Failure to Stop at Railroad Crossing – Placarded	CFR 392.10(a)(4)	\$136
hh.	46.61.350.1 – Failure to Stop at Railroad Crossing – HM	CFR 392.10(a)(4)	\$136
ii.	46.32.010 – Failed to Use Caution for Hazardous Condition	CFR 392.14	\$191
jj.	46.61.668 – Failure to Use Seatbelt While Operating CMV	CFR 392.16	\$136
kk.	46.37.450 – Failure to Use Hazard Warning Flashers	CFR 392.22(a)	\$136
ll.	46.37.450 – Failure to Place or Improper Placement of Warning Devices	CFR 392.22(b)	\$136
mm.	46.37.120 – Operating CMV with Lamps/Reflectors Obscured	CFR 392.33	\$136
nn.	46.32.010 – Fueling a CMV with the Engine Running	CFR 392.50	\$191
oo.	46.32.010 – Unauthorized Passenger on Board CMV	CFR 392.60	\$191
pp.	46.61.375 – Unsafe Bus Operation	CFR 392.62	\$136
qq.	46.61.375 – Pushing/Towing a Loaded Bus	CFR 392.63	\$136
rr.	46.32.010 – Using or Equipping a CMV with Radar Detector	CFR 392.71(a)	\$191
ss.	46.61.672.1 Personal Electronic Device While Driving		\$136
tt.	46.61.672.4 Personal Electronic Device While Driving – 2 nd		\$234

7. HOURS OF SERVICE - Title 49 Subtitle B Chapter III Subchapter B CFR Part 395

a.	46.32.020 – Violation of 16 Hour Rule – Property	Possible OOSV	CFR 395.3(o)	\$191
b.	46.32.020 – Violation of 10 Hour Rule – Property	Possible OOSV	CFR 395.3(a)(1)	\$191
c.	46.32.020 – Violation of 14 Hour Rule – Property	Possible OOSV	CFR 395.3(a)(2)	\$191
d.	46.32.020 – Violation of 60/70 Hour Rule – Property	Possible OOSV	CFR 395.3(b)	\$191
e.	46.32.020 – Violation of 34 Hour Restart	Possible OOSV	CFR 395.5(c)	\$191
f.	46.32.020 – Violation of 60/70 Hour Rule – Passenger	Possible OOSV	CFR 395.5(b)	\$191

g.	46.32.020 – Violation of 10 Hour Rule – Passenger Possible OOSV	CFR 395.5(a)(1)	\$191
h.	46.32.020 – Violation of 15 Hour Rule – Passenger Possible OOSV	CFR 395.5(a)(2)	\$191
i.	46.32.020 – False Report of Driver's Record of Duty Status	CFR 395.8(a)	\$191
j.	46.32.020 – No Driver's Record of Duty Status	CFR 395.8(a)	\$191
k.	46.32.020 – Driver's Record of Duty Status Not Current	CFR 395.8(f)(1)	\$191
l.	46.32.020 – No Previous 7 days Records of Duty Status	CFR 395.8(k)(2)	\$191
m.	46.32.020 – Violation of HOS out-of-service order for HOS	CFR 395.13(d)	\$191
n.	46.32.020 – On-Board Recording Device Failure	CFR 395.15(f)	\$191
o.	46.32.020 – On-Board Recording Device Info Not Available	CFR 395.15(g)	\$191

8. EQUIPMENT VIOLATIONS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 393

a. Brakes

1)	46.37.340 – No or defective parking brake system on CMV	CFR 393.41	\$136
2)	46.37.340 – No Brakes as Required	CFR 393.42	\$136
3)	46.37.340 – All Wheels not Equipped with Brakes	CFR 393.42(a)	\$136
4)	46.37.351 – No or Improper breakaway or emergency braking	CFR 393.43	\$136
5)	46.37.351 – No or improper tractor protection valve	CFR 393.43(a)	\$136
6)	46.37.351 – No or defective automatic trailer brake	CFR 393.43(d)	\$136
7)	46.37.351 – Airlines Rubbing on Deck	CFR 393.45(b)	\$136
8)	46.37.360 – Brake Hose or Tubing Chafing and/or Kinking	CFR 393.45(b)(2)	\$136
9)	46.37.360 – Brake Hose or Tubing Contacting Exhaust System	CFR 393.45(b)(3)	\$136
10)	46.37.351 – Defective/Mismatched Brake Chambers	CFR 393.47(b)	\$136
11)	46.37.351 – Defective/Mismatched Slack Adjuster	CFR 393.47(c)	\$136
12)	46.37.351 – Defective/Insufficient Brake Linings	CFR 393.47(d)	\$136
13)	46.37.351 – Clamp or Roto-Type Brake(s) Out of Adjustment	CFR 393.47(e)	\$136
14)	46.37.351 – Wedge type brake(s) out of adjustment	CFR 393.47(f)	\$136
15)	46.37.351 – Insufficient Brake Drum	CFR 393.47(g)	\$136
16)	46.37.351 – Inoperative Brakes	CFR 393.48(a)	\$136
17)	46.37.351 – Brakes – Missing or Broken Components	CFR 383.48(a)	\$136
18)	46.37.351 – Inadequate Air/Vacuum	CFR 393.50	\$136
19)	46.37.351 – Defective/Inoperative Low Air Warning Device	CFR 393.51	\$136
20)	46.37.351 – No Automatic Brake Adjuster	CFR 393.53	\$136
21)	46.37.360 – No ABS as required on CMV w/Air Brakes – 02/98	CFR 393.55(c)	\$136
22)	46.37.351 – No or Defective ABS Indicator on Trailer	CFR 393.55(d)(3)	\$136
23)	46.37.360 – No ABS as required on CMV w/Hydraulic Brakes – 1999	CFR 393.55(a)	\$136
24)	46.37.360 – ABS Indicator Malfunction	CFR 393.55(d)	\$136
25)	46.37.351 – BRAKES OUT OF SERVICE – 20% of Defective	CFR 396.3(a)(1)	\$136
26)	46.37.351 – General Brake Violations	CFR 396.3(a)(1)B	\$136

27) 46.37.351 – Brakes Out of Adjustment	CFR 396.3(a)(1)BA	\$136
28) 46.37.351 – Compressor Violation	CFR 396.3(a)(1)BC	\$136
29) 46.37.351 – Brake Drum Violations	CFR 396.3(a)(1)BD	\$136
30) 46.37.351 – Brake Reserve System Pressure Loss	CFR 396.3(a)(1)BL	\$136
b. Coupling Devices		
1) 46.32.010.1 – Fifth Wheel Violations	CFR 393.70	\$136
2) 46.32.010.1 – Defective Coupling Device	CFR 393.70(a)	\$136
3) 46.32.010.1 – Defective Fifth Wheel Locking Mechanism	CFR 393.70(b)(2)	\$136
4) 46.32.010.1 – Defective/Improper Fifth Wheel Assembly	CFR 393.70(b)	\$136
5) 46.32.010.1 – Defective Coupling Devices for Full Trailer	CFR 393.70(c)	\$136
6) 46.37.495 – No/Improper Safety Chains or Cables	CFR 393.70(d)	\$550
7) 46.37.495 – Improper Safety Chain Attachment	CFR 393.70(d)(8)	\$550
8) 46.32.010.1 – Improper Coupling Driveaway/Towaway Operation	CFR 393.71	\$136
9) 46.32.010.1 – Improper Weight Distribution Driveway/Towaway	CFR 393.71(b)(3)	\$136
10) 46.32.010.1 – Prohibited Towing Connection/Device	CFR 393.71(g)	\$136
11) 46.32.010.1 – Towbar Requirement Violations	CFR 393.71(h)	\$136
12) 46.37.495 – No or Improper Safety Chains for Towbar	CFR 393.71(h)(10)	\$550
c. Emergency Equipment		
1) 46.32.010.1 – No/Discharged/Unsecured Fire Extinguisher	CFR 393.95(a)	\$136
2) 46.32.010.1 – Failure to Equip Hazardous Material Vehicle with A Fire Extinguisher With a Minimum UL Rating of 10 B:C	CFR 393.95(a)(1)	\$136
3) 46.32.010.1 – No spare fuses as required	CFR 393.95(b)	\$136
4) 46.32.010.1 – No/Insufficient Warning devices	CFR 393.95(f)	\$136
5) 46.32.010.1 – HM Restricted Emergency Warning Device	CFR 393.95(g)	\$136
d. Exhaust		
1) 46.32.010.1 – Exhaust System Location	CFR 393.83(a)	\$136
2) 46.32.010.1 – Exhaust Discharge Fuel Tank/Filler Tube	CFR 393.83(b)	\$136
3) 46.32.010.1 – Improper Exhaust-Bus (gasoline)	CFR 393.83(c)	\$136
4) 46.32.010.1 – Improper Exhaust-Bus (diesel)	CFR 393.83(d)	\$136
5) 46.32.010.1 – Improper Exhaust Discharge (Not Rear of Cab)	CFR 393.83(e)	\$136
6) 46.32.010.1 – Improper Exhaust System Repair (Patch/Wrap)	CFR 393.83(f)	\$136
7) 46.32.010.1 – Exhaust Leak Under Truck Cab and/or sleeper	CFR 393.83(g)	\$136
8) 46.32.010.1 – Exhaust System Not Securely Fastened	CFR 393.83(h)	\$136

e. Frame Violations

1) WAC 204.10.022.8 – Frame Cracked/Loose/Sagging/Broken	CFR 393.201(a)	Rpt-FMCSA
2) 46.32.010.1 – Bolts Securing Cab Broken/Loose/Missing	CFR 393.201(b)	\$136
3) 46.32.010.1 – Frame Rail Flange Improperly Bent/Cut/Notched	CFR 393.201(c)	\$136
4) 46.32.010.1 – Frame Accessories Improperly Attached	CFR 393.201(d)	\$136
5) 46.32.010.1 – Prohibited Holes Drilled in Frame Rail Flange	CFR 393.201(e)	\$136
6) 46.32.010.1 – Cab/Body Improperly Secured to Frame	CFR 393.203(b)	\$136
7) 46.32.010.1 – Cab Front Bumper Missing/Unsecured/Protrude	CFR 393.203(e)	\$136

f. Fuel System Violations

1) 46.37.465 – Fuel System Requirement Violations	CFR 393.65	\$136
2) 46.37.465 – Improper Location of Fuel System	CFR 393.65(b)	\$136
3) 46.37.465 – Improper Securement of Fuel Tank	CFR 393.65(c)	\$136
4) 46.37.465 – No/Improper Fuel Line Protection	CFR 393.65(f)	\$136
5) 46.37.465 – Fuel Tank Requirement Violations	CFR 393.67	\$136
6) 46.37.465 – Fuel Tank Fill Cap Missing/Defective	CFR 393.67(c)(7)	\$136
7) 46.37.465 – Improper Fuel Tank Safety Vent	CFR 393.67(c)(8)	\$136

g. Lighting & Reflective Devices

1) 47.37.090 – No/Defective Identification/Side Marker/ Clearance Lamps	CFR 393.9(a)	\$136
2) 47.37.090 – No/Inoperative License Plate Lamp	CFR 393.9(a)	\$136
3) 46.37.120 – Obscured Lamps or Reflection Devices	CFR 393.9(b)	\$136
4) 46.37.040 – Inoperable Head Lamps	CFR 393.9(h)	\$136
5) 46.37.050 – Inoperable Tail Lamps	CFR 393.9T	\$136
6) 46.37.070 – Inoperable Turn Signals	CFR 393.9TS	\$136
7) 46.37.140 – No or Inoperable Lamps on Projecting Load	CFR 393.11	\$136
8) WAC 204-21-220 – No or Inoperable Trailer Tongue Lamps	CFR 393.1	Rpt-FMCSA
9) 46.32.010.1 – No Lower Rear Retro-Reflective Sheeting – Veh Aft 12/1993	CFR 393.11LR	\$136
10) 46.32.010.1 – No Retro-Reflective Sheeting – Vehicle Built after 12/93	CFR 393.11N	\$136
11) 46.32.010.1 – No Retro-Reflective Sheeting – Vehicle Built after 12/93	CFR 393.11N	\$136
12) 46.32.010.1 – No Retro-Reflective Sheeting – Trailers Built after 12/93	CFR 393.11RT	\$136
13) 46.32.010.1 – No Side Retro-Reflecting Sheeting – Vehicle Built after 12/93	CFR 393.11S	\$136
14) 46.32.010.1 – No Mud Flaps Retro-Reflective Sheeting – Tractors after 1993	CFR 393.11TL	\$136
15) 46.32.010.1 – No Retro-Reflective Sheeting – Tractor Built after 7/97	CFR 393.11TT	\$136
16) 46.32.010.1 – No Upper Corner Retro-Reflective Sheeting – Tractors after 97	CFR 393.11TU	\$136
17) 46.32.010.1 – No Upper Rear Retro-Reflective Sheeting – Veh after 7/97	CFR 393.11UR	\$136

18) 46.32.010.1 – Retro-Reflective Tape Not Affixed as Required	CFR 393.13(a)	\$136
19) 46.32.010.1 – No Retro-Reflective Sheeting – Trailers Built before 12/93	CFR 393.13(b)	\$136
20) 46.32.010.1 – No Side Retro-Reflective Sheeting as Required	CFR 393.13(c)(1)	\$136
21) 46.32.010.1 – No Lower Rear Retro-Reflective Sheeting as required	CFR 393.13(c)(2)	\$136
22) 46.32.010.1 – No Upper Rear Retro-Reflective Sheeting as required	CFR 393.13(c)(3)	\$136
23) 46.32.010.1 – Improper Side Placement of Retro-Reflective Sheeting	CFR 393.13(d)(1)	\$136
24) 46.32.010.1 – Improper Rear Placement of Retro-Reflective Sheeting	CFR 393.13(d)(2)	\$136
25) 46.32.010.1 – No/Defective Lamp/Reflector-Towaway Operation	CFR 393.17	\$136
26) 46.32.010.1 – No/Defective Lamps-Towing Unit-Towaway Operation	CFR 393.17(a)	\$136
27) 46.32.010.1 – No/Defective Towaway Lamps On rear Unit	CFR 393.17(b)	\$136
28) 46.37.215 – Inoperative/Defective Hazard Warning Lamps	CFR 393.19	\$136
29) 46.32.010.1 – Inoperative Clearance Lamps	CFR 393.20	\$136
30) 46.32.010.1 – Required Lamp Not Powered by Vehicle Electric	CFR 393.23	\$136
31) 46.37.040 – Inoperable High Beam Headlamps	CFR 393.24(a)	\$136
32) 46.37.210 – Non-Compliant Auxiliary / Driving / Fog Lamps	CFR 393.24(b)	\$136
33) 46.37.040 – Improper Headlamp Aiming	CFR 393.24(c)	\$136
34) 46.37.040 – Lamps Not Visible as Required	CFR 393.25(b)	\$136
35) 46.37.070 – Inoperative Stop/Brake Lamps	CFR 393.25(f)	\$136
36) 46.32.010.1 – Reflector Requirements	CFR 393.26	\$136

h. Load Securement

1) 46.37.490 – No or Improper Load Securement	CFR 393.100(a)	\$136
2) 46.37.490 – Leaking/Spilling/Blowing/Falling Cargo	CFR 393.100(b)	\$136
3) 46.37.490 – Failure to Prevent Cargo Shifting	CFR 393.100(c)	\$136
4) 46.37.490 – Improper Securement Systems (Tiedowns Assemblies)	CFR 393.102(a)	\$136
5) 46.37.490 – Insufficient Means to Prevent Forward Movement	CFR 393.102(a)(1)(i)	\$136
6) 46.37.490 – Insufficient Means to Prevent Rearward Movement	CFR 393.102(a)(1)(ii)	\$136
7) 46.37.490 – Insufficient Means to Prevent Lateral Movement	CFR 393.102(a)(1)(iii)	\$136
8) 46.37.490 – Insufficient Means to Prevent Vertical Movement	CFR 393.102(b)	\$136
9) 46.37.490 – Exceeding Working Load Limit for Tiedowns	CFR 393.102(c)	\$136
10) 46.37.490 – Inadequate/Damaged Securement Device	CFR 393.104(a)	\$136
11) 46.37.490 – Damaged Securement Tiedowns	CFR 393.104(b)	\$136
12) 46.37.490 – Damaged Vehicle Structures/Anchor Points	CFR 393.104.(c)	\$136
13) 46.37.490 – Damaged Dunnage, Chocks, Cradles, Shoring Bars Blocking and Bracing	CFR 393.104(d)	\$136
14) 46.37.490 – Knotted Tiedown	CFR 393.104(f)(1)	\$136
15) 46.37.490 – Use of Tiedown with Improper Repair	CFR 393.104(f)(2)	\$136
16) 46.37.490 – Loose or Unfastened Tiedown	CFR 393.104(f)(3)	\$136
17) 46.37.490 – No/Improper Front End Structure/Headerboard	CFR 393.106(a)	\$136

18) 46.37.490 – Cargo Not Immobilized or Secured	CFR 393.106(b)	\$136
19) 46.37.490 – Insufficient Aggregate Working Load Limit	CFR 393.106(d)	\$136
20) 46.37.490 – No Means to Prevent Cargo from Rolling	CFR 393.106(c)(1)	\$136
21) 46.37.490 – Cargo W/out Direct Contact Not Prevented from Shifting	CFR 393.106(c)(2)	\$136
22) 46.37.490 – Insufficient Aggregate Working Load Limit	CFR 393.106(d)	\$136
23) 46.37.490 – Failing to Meet Tiedown Requirements	CFR 393.110	\$136
24) 46.37.490 – Insufficient Tiedowns to Prevent Forward Movement Not Blocked by Headerboard, Cargo, Bulkhead or other Cargo	CFR 393.110(b)	\$136
25) 46.37.490 – Insufficient Tiedowns for an Article Blocked with a Headerboard, Bulkhead or other Cargo	CFR 393.110(c)	\$136
26) 46.37.490 – Large/Odd-shaped Cargo Not Adequately Secured	CFR 393.110(d)	\$136
27) 46.37.490 – Tiedown Not Adjustable by Driver	CFR 393.112	\$136
28) 46.37.490 – No or Improper Front End Structure	CFR 393.114	\$136
29) 46.37.490 – Insufficient Height for Front End Structure	CFR 393.114(b)(1)	\$136
30) 46.37.490 – Insufficient Width for Front End Structure	CFR 393.114(b)(2)	\$136
31) 46.37.490 – Front End Structure Insufficient to Prevent Cargo to Pass	CFR 393.114(d)	\$136
32) 46.37.490 – No or Improper Securement of Logs	CFR 393.116	\$136
33) 46.37.490 – Shortwood Log Extends More Than 1/3 of Logs Total Length Beyond Supporting Structure	CFR 393.116(d)(1)	\$136
34) 46.37.490 – Insufficient Tiedowns for Shortwood Loaded Crosswise	CFR 393.116(d)(2)	\$136
35) 46.37.490 – Tiedowns Improperly Positioned On Load of Shortwood	CFR 393.116(d)(3)	\$136
36) 46.37.490 – No Center Stakes and/or High Log Not Secured on Shortwood Vehicles more than 10m (33 ft) long	CFR 393.116(d)(4)	\$136
37) 46.37.490 – Improper Securement of Shortwood Logs Loaded Lengthwise	CFR 393.116(e)	\$136
38) 46.37.490 – No/Improper Lumber/Building Materials Securement	CFR 393.118	\$136
39) 46.37.490 – Improper Placement of Bundles	CFR 393.118(b)	\$136
40) 46.37.490 – Insufficient Protection Against Lateral Movement of Lumber or Building Materials	CFR 393.118(d)	\$136
41) 46.37.490 – Insufficient or Improper Arrangement of Tiedowns For Lumber or Building Materials	CFR 393.118(d)(3)	\$136
42) 46.37.490 – No or Improper Securement of Metal Coils	CFR 393.120	\$136
43) 46.37.490 – Improper Securement of Metal Coils Transported Vertically	CFR 393.120(b)(1)	\$136
44) 46.37.490 – Improper Securement of Metal Coils Transported in Rows with the Eyes Vertical	CFR 393.120(b)(2)	\$136
45) 46.37.490 – Improper Securement of Metal Coils Transported with Eyes Crosswise	CFR 393.120(c)(1)	\$136

46) 46.37.490 – Prohibited Load Securement – Crossing Tie-downs In a X Pattern Through the Eye of a Metal Coil Transported Crosswise	CFR 393.120(c)(2)	\$136
47) 46.37.490 – Improper Securement of Metal Coil Transported with Eye Lengthwise	CFR 393.120(d)(1)	\$136
48) 46.37.490 – Improper Securement of Metal Coils Transported in Rows, Eyes Lengthwise to the Vehicle	CFR 393.120(d)(4)	\$136
49) 46.37.490 – No Protection Against Shifting or Tipping of Metal Coils Transported in Sided Vehicle or Intermodal Container Without Anchor Points	CFR 393.120(e)	\$136
50) 46.37.490 – No/Improper Securement of Paper Rolls	CFR 393.122	\$136
51) 46.37.490 – Improper Securement of Paper Rolls Transported With Eyes Vertical in a Sided Vehicle	CFR 393.122(b)	\$136
52) 46.37.490 – Improper Securement of Split Loads of Paper Rolls Transported with the Eyes Vertical in a Sided Vehicle	CFR 393.122(c)	\$136
53) 46.37.490 – Improper Securement of Stacked Loads of Paper Rolls Transported with the Eyes Vertical in a Sided Vehicle	CFR 393.122(d)	\$136
54) 46.37.490 – Improper Securement of Paper Rolls Transported With the Eyes Crosswise In a Sided Vehicle	CFR 393.122(e)	\$136
55) 46.37.490 – Securement of stacked loads of Paper Rolls Transported with Eyes Crosswise in a Sided Vehicle	CFR 393.122(f)	\$136
56) 46.37.490 – Securement of Paper Rolls Transported With Eyes Lengthwise in a Sided Vehicle	CFR 393.122(g)	\$136
57) 46.37.490 – Securement of Stacked Loads of Paper Rolls Transported with the Eyes Lengthwise in a Other than Container Chassis Vehicle	CFR 393.122(h)	\$136
58) 46.37.490 – Securement of paper Rolls Transported on a Flatbed Vehicle or in a Curtain-Sided Vehicle	CFR 393.122(i)	\$136
59) 46.37.490 – No or Improper Securement of Concrete Pipe	CFR 393.124	\$136
60) 46.37.490 – Insufficient Working Load Limits for Tiedowns on a Group of Concrete Pipes	CFR 393.124(b)	\$136
61) 46.37.490 – Improper Blocking of Concrete Pipe	CFR 393.124(c)	\$136
62) 46.37.490 – Improper Arrangement of Concrete Pipe	CFR 393.124(d)	\$136
63) 46.37.490 – Improper Securement of Concrete Pipe with an Inside Diameter up to 45 inches (1143 mm)	CFR 393.124(e)	\$136
64) 46.37.490 – Improper Securement of Concrete Pipe with an Inside Diameter Greater than 45 inches	CFR 393.124(f)	\$136
65) 46.37.490 – Failure to Ensure Intermodal Container Securement	CFR 393.126	\$136

66) 46.37.490 – Damaged or Missing Tiedown or Securement device for Intermodal Containers Transported on Container Chassis Vehicle	CFR 393.126(b)	\$136
67) 46.37.490 – Lower Corners of Loaded Intermodal Container Not Resting on Surface of Transporting Vehicle (Non Container Chassis)	CFR 393.126(c)(1)	\$136
68) 46.37.490 – All Corners of Loaded Intermodal Container Not Secured When Transported on Vehicle other than Container Chassis Vehicle	CFR 393.126(c)(2)	\$136
69) 46.37.490 – Front and Rear of Loaded Intermodal Container Not Secured Independently When Transported On Vehicle Other Than Chassis Vehicle	CFR 393.126(c)(3)	\$136
70) 46.37.490 – Empty Intermodal Container Not Properly Positioned When Transported on Vehicle Other than Container Chassis Vehicle	CFR 393.126(d)(1)	\$136
71) 46.37.490 – Empty Intermodal Container With More Than 5 ft Overhang When Transported on Vehicle Other than Container Chassis Vehicle	CFR 393.126(d)(2)	\$136
72) 46.37.490 – Empty Intermodal Container Not Properly Secured to Prevent Shifting When Transported on Vehicle Sided Vehicle	CFR 393.126(d)(4)	\$136
73) 46.37.490 – No/Improper Securement of Vehicles	CFR 393.128	\$136
74) 46.37.490 – Vehicle Not Secured, Front and Rear	CFR 393.128(b)(1)	\$136
75) 46.37.490 – Tiedown(s) Not Affixed to Mounting Points	CFR 393.128(b)(2)	\$136
76) 46.37.490 – Tiedown(s) Not Over/Around Wheels	CFR 393.1218(b)(3)	\$136
77) 46.37.490 – No/Improper Heavy Vehicle/Machine Securement	CFR 393.130	\$136
78) 46.37.490 – Item Not Properly Prepared for Transport	CFR 393.130(b)	\$136
79) 46.37.490 – Improper Restraint/Securement of Item	CFR 393.130(c)	\$136
80) 46.37.490 – No/Improper Securement of Crushed Vehicles	CFR 393.132	\$136
81) 46.37.490 – Prohibited Use of Synthetic Webbing	CFR 393.132(b)	\$136
82) 46.37.490 – Insufficient Tiedowns Per Stack Cars	CFR 393.132(c)	\$136
83) 46.37.490 – Insufficient Means to Retain Loose Parts	CFR 393.132(c)(5)	\$136
84) 46.37.490 – No/Improper Securement of Roll/Hook Container	CFR 393.134	\$136
85) 46.37.490 – No Blocking Against Forward Movement	CFR 393.134(b)(1)	\$136
86) 46.37.490 – Container Not Secured to Front of Vehicle	CFR 393.134(b)(2)	\$136
87) 46.37.490 – Rear of Container Not Properly Secured	CFR 393.134(b)(3)	\$136
88) 46.37.490 – No/Improper Securement of Large Boulders	CFR 393.136	\$136
89) 46.37.490 – Improper Placement/Positioning for Boulder	CFR 393.136(b)	\$136
90) 46.37.490 – Use of Synthetic Webbing to Secure Boulder	CFR 393.136(c)(1)	\$136
91) 46.37.490 – Improper Secure: Cubic Boulder	CFR 393.136(d)	\$136

92) 46.37.490 – Improper Secure: Non-Cubic Boulder with Base	CFR 393.136(e)	\$136
93) 46.37.490 – Improper Secure: Non-Cubic Boulder Without Base	CFR 393.136(f)	\$136
i. Marking Requirements		
1) 46.32.010.1 – Motor Carrier Identification Report (USDOT Required)	CFR 390.19	\$136
2) 46.32.010.1 – Marking of Commercial Motor Vehicles (Interstate)	CFR 390.21	\$136
3) 81.80.305 – Marking of Commercial Motor Vehicles (Intrastate)	CFR 390.21	\$1000
4) 46.32.080 – Department of Trans Number Violation		\$136
5) 46.32.080(4)(c) – Commercial Vehicle Not Marked as Prescribed.		\$136
j. Miscellaneous CMV Equipment Violations		
1) 46.32.010.1 – Improper Battery Installation - No Cover	CFR 393.30	\$136
2) 46.37.380 – No or Inoperative Horn	CFR 393.81	\$136
3) 46.37.400 – No or Defective Mirrors	CFR 393.80	\$136
4) 46.37.500 – No Covers / Flaps or Splash Aprons		\$136
k. Steering Violations		
1) 46.37.375 – Steering Wheel Not Secure/Broken	CFR 393.209(a)	\$136
2) 46.37.375 – Excessive Steering Wheel Lash	CFR 393.209(b)	\$136
3) 46.37.375 – Loose Steering Column	CFR 393.209(c)	\$136
4) 46.37.375 – Steering System Components Worn/Welded/Missing	CFR 393.209(d)	\$136
5) 46.37.375 – Power Steering Violations	CFR 393.209(e)	\$136
l. Suspension Violations		
1) 46.37.369 – Axle Positioning Parts Defective/Missing	CFR 393.207(a)	\$136
2) 46.37.369 – Adjustable Axle Locking Pins Missing or Not Engaged	CFR 393.207(b)	\$136
3) 46.37.369 – Leaf Spring Assembly Defective/Missing	CFR 393.207(c)	\$136
4) 46.37.369 – Coil Spring Cracked and/or Broken	CFR 393.207(d)	\$136
5) 46.37.369 – Torsion Bar Cracked and/or Broken	CFR 393.207(e)	\$136
6) 46.37.369 – Air Suspension Pressure Loss	CFR 393.207(f)	\$136
7) 46.37.369 – No/Defective Air Suspension Exhaust Control	CFR 393.207(g)	\$136
m. Tire Violations		
1) 46.37.425 – Flat Tire or Fabric Exposed	CFR 393.75(a)	\$136
2) 46.37.425 – Tire-Ply or Belt Material Exposed	CFR 393.75(a)(1)	\$136

3) 46.37.425 – Tire-Tread and/or Sidewall Separation	CFR 393.75(a)(2)	\$136
4) 46.37.425 – Tire-Flat and/or Audible Air Leak	CFR 393.75(a)(3)	\$136
5) 46.37.425 – Tire-Cut Exposing Ply and/or Belt Material	CFR 393.75(a)(4)	\$136
6) 46.37.425 – Steer Axle Tire Less Than 4/32" Tread Depth	CFR 393.75(b)	\$136
7) 46.37.425 – Steer Axle Tire Less Than 2/32" Tread Depth	CFR 393.75(c)	\$136
8) 46.37.425 – Regrooved or Recapped Tire on Bus Steer Axle	CFR 393.75(d)	\$136
9) 46.37.425 – Regrooved or Recapped Tire on Truck/Tractor Steer Axle	CFR 393.75(e)	\$136
10) 46.37.425 – Tire Load Weight Rating Violation/Under Inflated	CFR 393.75(f)	\$136
11) 46.37.425 – Under-Inflated Tire	CFR 393.75(h)	\$136
12) 46.37.425 – All Other General Tire Violations	CFR 396.3(a)(1)	\$136

n. Wheel Violations

1) 46.37.369 – Wheel/Rim Cracked or Broken	CFR 393.205(a)	\$136
2) 46.37.369 – Stud/Bolt Holes Elongated on Wheels	CFR 393.205(b)	\$136
3) 46.37.369 – Wheel Fasteners Loose and/or Missing	CFR 393.205(c)	\$136

o. Windshield

1) 46.32.010.1 – Each Bus and Truck Shall Be Equipped With a Windshield	CFR 393.60(b)	\$136
2) 46.32.010.1 – Damaged or Discolored Windshield	CFR 393.60(c)	\$136
3) 46.32.010.1 – Glazing Permits <70% of Light	CFR 393.60(d)	\$136
4) 46.32.010.1 – Windshield Wipers Inoperative/Defective	CFR 393.78	\$136
5) 46.32.010.1 – No Required Windshield Washer Fluid	CFR 393.78	\$136
6) 46.32.010.1 – Defroster/Defogger Inoperative	CFR 393.79	\$136

9. HAZARDOUS MATERIAL VIOLATIONS - 49 C.F.R. Parts 100 through 199

a. Cargo Tanks

1) 46.48.175 – Metal Certification Plate	CFR 178.340(1)(b)	\$500
2) 46.48.175 – Appurtenances	CFR 178.340(8)(a)	\$500
3) 46.48.175 – Rear End Protection	CFR 178.340(8)(b)	\$500
4) 46.48.175 – Overturn Protection	CFR 178.340(8)(c)	\$500
5) 46.48.175 – Shear Section	CFR 178.340(8)(d)(1)	\$500
6) 46.48.175 – Piping Protection	CFR 178.340(8)(d)(1)	\$500
7) 46.48.175 – Discharge Outlets Not Capped	CFR 178.340(8)(d)(1)	\$500

b. Labeling

1) 46.48.175 – No Label on Package	CFR 172.400(a)	\$500
2) 46.48.175 – Placarding Violations	CFR 172.401	\$500
3) 46.48.175 – Subsidiary Hazard labeling	CFR 172.402(a)	\$500
4) 46.48.175 – RAM Labeling Requirement	CFR 172.403(a)	\$500
5) 46.48.175 – Mixed Label Placement	CFR 172.404(a)	\$500
6) 46.48.175 – Placement Requirement	CFR 172.406(a)(1)	\$500
7) 46.48.175 – Multiple Label Placement	CFR 172.406(c)	\$500

c. Marking

1) 46.48.175 – No Shipping Name	CFR 172.203(d)(2)	\$500
2) 46.48.175 – Marking Obscured	CFR 172.304(a)(3)	\$500
3) 46.48.175 – Unauthorized Abbreviations	CFR 172.308(a)	\$500
4) 46.48.175 – No/Missing Package Orientation	CFR 172.312(a)(2)	\$500
5) 46.48.175 – Hazardous Substance	CFR 172.324	\$500
6) 46.48.175 – Portable Tank: No Shipping Name	CFR 172.326(a)	\$500
7) 46.48.175 – Portable Tank: No Identification Number	CFR 172.326(a)	\$500
8) 46.48.175 – Portable Tank: No Owner's Name	CFR 172.326(b)	\$500
9) 46.48.175 – Cargo Tank: No Shipping Name/ID Number	CFR 172.328(a)	\$500
10) 46.48.175 – QT/NQT Marking	CFR 172.328(c)	\$500
11) 46.48.175 – Bulk Packaging: No ID Number	CFR 172.331	\$500
12) 46.48.175 – ID Number Marking for (b) Panel (c) Placards	CFR 172.332	\$500

d. MC 306

1) 46.48.175 – Improper Manhole	CFR 178.341(3)(a)	\$500
2) 46.48.175 – Internal Valve	CFR 178.341(5)(a)	\$500
3) 46.48.175 – Fusible Link	CFR 178.341(3)(a)(1)	\$500
4) 46.48.175 – Remote Shutoff	CFR 178.341(5)(a)(2)	\$500
5) 46.48.175 – Shear Protection	CFR 178.341(8)(d)(1)	\$500

e. MC 307

1) 46.48.175 – Leaky Closure	CFR 178.342(3)	\$500
2) 46.48.175 – Internal Valve	CFR 178.342(5)(a)	\$500
3) 46.48.175 – Fusible Link	CFR 178.342(5)(a)(1)	\$500

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|-------------------------------|----------------------|-------|
| 4) 46.48.175 – Remote Shutoff | CFR 178.342(5)(a)(2) | \$500 |
|-------------------------------|----------------------|-------|
- f. MC 312
- | | | |
|---|----------------------|-------|
| 1) 46.48.175 – Manhole Closures | CFR 178.343(3) | \$500 |
| 2) 46.48.175 – Internal Valve/Top Outlet | CFR 178.343(5)(a) | \$500 |
| 3) 46.48.175 – Bottom Valve Piping Protection | CFR 178.343(5)(b)(1) | \$500 |
- g. MC 331
- | | | |
|---|--------------------------|-------|
| 1) 46.48.175 – Fitting Protection | CFR 178.337(10)(a) | \$500 |
| 2) 46.48.175 – Rear End Protection | CFR 178.337(10)(d) | \$500 |
| 3) 46.48.175 – Internal Valve | CFR 178.337(11)(a)(2) | \$500 |
| 4) 46.48.175 – Remote Control > 3500 Capacity | CFR 178.337(1)(a)(2)(i) | \$500 |
| 5) 46.48.175 – Remote Control < 3500 Capacity | CFR 178.337(1)(a)(2)(ii) | \$500 |
| 6) 46.48.175 – Metal Identification Plate | CFR 178.337(17)(a) | \$500 |
| 7) 46.48.175 – Marking Inlets/Outlets | CFR 178.337(9)(c) | \$500 |
- h. MC 338
- | | | |
|--|-----------------------|-------|
| 1) 46.48.175 – Fitting Protection | CFR 178.338(10)(a) | \$500 |
| 2) 46.48.175 – Rear End Protection | CFR 178.338(10)(c) | \$500 |
| 3) 46.48.175 – Manual Shutoff Valve | CFR 178.338(11)(b) | \$500 |
| 4) 46.48.175 – Fusible Control > 3500 Capacity | CFR 178.338(11)(c)(1) | \$500 |
| 5) 46.48.175 – Fusible Control < 3500 Capacity | CFR 178.338(11)(c)(2) | \$500 |
| 6) 46.48.175 – Shear Protection | CFR 178.338(12) | \$500 |
| 7) 46.48.175 – Name Plate | CFR 178.338(18) | \$500 |
- i. Packaging
- | | | |
|---|---------------|-------|
| 1) 46.48.175 – Non-Specific Package Requirement | CFR 172.24(b) | \$500 |
| 2) 46.48.175 – Reuse of Packaging | CFR 172.28(a) | \$500 |
| 3) 46.48.175 – Empty (MT) Packages | CFR 172.29(a) | \$500 |
| 4) 46.48.175 – IM Portable Tank Testing | CFR 172.32(a) | \$500 |
| 5) 46.48.175 – Unauthorized Cargo Tank | CFR 172.33(a) | \$500 |
| 6) 46.48.175 – Unlawful Cargo Tank Holding | CFR 172.33(b) | \$500 |
| 7) 46.48.175 – Cylinder Violations | CFR 172.34(e) | \$500 |
- j. Placarding Requirements for the Transportation of Hazardous Material – 49 CFR 172

1) 46.48.175 – Prohibited Placarding	CFR 172.502(a)(1)	\$500
2) 46.48.175 – Sign or Device Could be Confused with HM Placard	CFR 172.502(a)(2)	\$500
3) 46.48.175 – Vehicle Not Placarded as Required	CFR 172.504(a)	\$500
4) 46.48.175 – Dangerous Placard Violation	CFR 172.504(b)	\$500
5) 46.48.175 – No Placard for Poison Inhalation Hazard	CFR 172.505(a)	\$500
6) 46.48.175 – Not Placarded for RAM and Corrosive When Required	CFR 172.505(b)	\$500
7) 46.48.175 – No Placard for Subsidiary DANGEROUS WHEN WET	CFR 172.505(c)	\$500
8) 46.48.175 – Failed to Provide Placards Shipper	CFR 172.506(a)	\$500
9) 46.48.175 – Placards Not Affixed to Vehicle	CFR 172.506(a)(1)	\$500
10) 46.48.175 – Not Placarded for RAM Highway Route	CFR 172.507	\$500
11) 46.48.175 – Freight Container Not Placarded	CFR 172.512(a)	\$500
12) 46.48.175 – Bulk Package Offered Without Placard	CFR 172.514(a)	\$500
13) 46.48.175 – Bulk Package with Residue of HM Not Placarded	CFR 172.514(b)	\$500
14) 46.48.175 – Placard Not Visible from Direction it Faces	CFR 172.516(a)	\$500
15) 46.48.175 – Placard Not Securely Affixed or Attached	CFR 172.516(c)(1)	\$500
16) 46.48.175 – Placard Not Clear of Appurtenance	CFR 172.516(c)(2)	\$500
17) 46.48.175 – Placard Improper Location	CFR 172.516(c)(4)	\$500
18) 46.48.175 – Placard Not Reading Horizontally	CFR 172.516(c)(5)	\$500
19) 46.48.175 – Placard Damaged, Deteriorated or Obscured	CFR 172.516(c)(6)	\$500
20) 46.48.175 – Placard Not on Contrasting Background or Border	CFR 172.516(c)(7)	\$500
21) 46.48.175 – Placard Does Not Meet Specifications	CFR 172.519	\$500
22) 46.48.175 – No Placards and/or Markings When Required	CFR 177.823(a)	\$500

k. Shipping Papers for the Transportation of Hazardous Material – 49 CFR 172

1) 46.48.175 – No Shipping Paper Provided or Offered	CFR 172.200(a)	\$500
2) 46.48.175 – Hazmat Not Distinguished From Non-Hazmat	CFR 172.201(a)(1)	\$500
3) 46.48.174 – Hazmat Not Printed Legibly in English	CFR 172.201(a)(2)	\$500
4) 46.48.175 – Hazmat Description Contains Abbreviation or Code	CFR 172.201(a)(3)	\$500
5) 46.48.175 – Additional Information Not After Hazardous Materials	CFR 172.201(a)(4)	\$500
6) 46.48.175 – Failure to List Page Number of Pages	CFR 172.201(c)	\$500
7) 46.48.175 – Emergency Response Phone Number Not Listed	CFR 172.201(d)	\$500
8) 46.48.175 – Improper Shipping Name	CFR 172.202(a)(1)	\$500
9) 46.48.175 – Improper Hazard Class	CFR 172.202(a)(2)	\$500
10) 46.48.175 – Wrong or No ID Number	CFR 172.202(a)(3)	\$500
11) 46.48.175 – No Packing Group Listed	CFR 172.202(a)(4)	\$500
12) 46.48.175 – Total Quantity Not Listed	CFR 172.202(a)(5)	\$500
13) 46.48.175 – Basic Description Not In Proper Sequence	CFR 172.202(b)	\$500
14) 46.48.175 – Total Quantity Improper Location	CFR 172.202(c)	\$500

15) 46.48.175 – Non Hazardous Material Entered With Class or ID # CFR 172.202(e) \$500

I. General Requirements For Shipments And Packagings – 49 CFR 173-177

1) 46.48.175 – Exemption Number Not Listed	CFR 173.203(a)	\$500
2) 46.48.175 – Limited Quantity Not Shown	CFR 173.203(b)	\$500
3) 46.48.175 – Hazardous Substance Entry Missing	CFR 173.203(c)(1)	\$500
4) 46.48.175 – RQ Not On Shipping Paper	CFR 173.203(c)(2)	\$500
5) 46.48.175 – No QT / NQT for Anhydrous Ammonia	CFR 173.203 (h)(1)	\$500
6) 46.48.175 – No Notation for QT / NQT for Liquefied Petroleum Gas	CFR 173.203 (h)(2)	\$500
7) 46.48.175 – No Technical Name for “nos” Entry	CFR 173.203 (k)	\$500
8) 46.48.175 – No Poison Inhalation Hazard and/or Hazard Zone	CFR 173.203 (m)	\$500
9) 46.48.175 – No “hot” on Shipping Paper	CFR 173.203 (n)	\$500
10) 46.48.175 – No Temperature Controls Noted for Class 4.1 or 5.2	CFR 173.203 (o)	\$500
11) 46.48.175 – Hazardous Waste Manifest Not as Required	CFR 173.205	\$500
12) 46.48.175 – No Instructions for Exclusive Use Packaging: Low Specific Activity (LSA)	CFR 173.427(a)(6)(iv)	\$500
13) 46.48.175 – Exclusive Use Low Specific Activity (LSA) Radioactive Material Not Marked “Radioactive-LSA”	CFR 173. 427(a)(6)(iv)	\$500
14) 46.48.175 – Failure to Provide Exclusive Use Instructions to Carrier	CFR 173.441(c)	\$500
15) 46.48.175 – No Shipping Papers (Carrier)	CFR 177.817(a)	\$500
16) 46.48.175 – Shipper Certification Missing (When Required)	CFR 177.817(b)	\$500
17) 46.48.175 – Shipping Paper Accessibility	CFR 177.817(e)	\$500

m. Transportation of Hazardous Materials – 49 CFR 177

1) 46.48.175 – No Shipping Papers	CFR 177.817(a)	\$500
2) 46.48.175 – Shipping Paper Accessibility	CFR 177.817(e)	\$500
3) 46.48.175 – Improper/No Placard/Marking	CFR 177.817(a)	\$500
4) 46.48.175 – Hazmat Packages Not Secured	CFR 177.817(a)	\$500
5) 46.48.175 – Fail To Prevent Relative	CFR 177.817(a)	\$500
6) 46.48.175 – Manholes/Values Not Closed or Leak Free	CFR 177.817(a)	\$500
7) 46.48.175 – Poison/Foodstuff Violation	CFR 177.817(a)	\$500
8) 46.48.175 – Segregation, Load Combination	CFR 177.817(a)	\$500

B. The following parts of Title 49 Code of Federal Regulations (C.F.R.), as set forth in WAC 446-65-010, are hereby adopted by reference as if fully set forth herein:

1. “Transportation Requirements”

- a. Part 40 Procedures for transportation workplace drug and alcohol testing programs.
- b. Part 325 Compliance with interstate motor carrier noise emission standards.
- c. Part 350 Commercial motor carrier safety assistance program.
- d. Part 355 Compatibility of state laws and regulations affecting interstate motor carrier operations.
- e. Part 365 Rules governing applications for operating authority.
- f. Part 367 Standards for registration with states.
- g. Part 372 Exemptions, commercial zones and terminal areas.
- h. Part 373 Receipts and bills.
- i. Part 376 Lease and interchange of vehicles.
- j. Part 379 Preservation of records.
- k. Part 380 Special training requirements.
- l. Part 381 Waivers, exemptions, and pilot programs.
- m. Part 382 Controlled substances and alcohol use and testing.
- n. Part 383 Compliance with commercial driver's license program.
- o. Part 385 Safety fitness procedures.
- p. Part 387 Minimum levels of financial responsibility for motor carriers.
- q. Part 390 General.
- r. Part 391 Qualification of drivers. Provided that 49 C.F.R. 391 subpart D (Tests), and E (Physical Qualifications and Examinations) do not apply to motor carriers operating vehicles with gross vehicle weight rating between 10,001 lbs. and 26,000 lbs. operating intrastate, and not used to transport hazardous materials in a quantity requiring placarding.
- s. Part 392 Driving of motor vehicles.
- t. Part 393 Parts and accessories necessary for safe operation.
- u. Part 395 Hours of service of drivers: Except if a company has drivers of commercial motor vehicle of any size, hauling logs from the point of production or driving in dump truck operations in intrastate commerce provided that:
 - 1) The driver must:
 - a) Operate within a one hundred air-mile radius of the location where the driver reports to work and the driver must return to the work reporting location at the end of each duty tour;
 - b) Have at least ten consecutive hours off duty separating each on-duty period;
 - c) Not drive:
 - i. More than twelve hours following at least ten hours off duty; or
 - ii. After the fourteenth hour after coming on duty on at least five days of any period of seven consecutive days; and
 - iii. After the sixteenth hour after coming on duty on no more than two days of any period of seven consecutive days; and
 - iv. After having been on duty for eighty hours in seven consecutive days if the employing motor carrier does not operate commercial motor vehicle every day of the week; or
 - v. After having been on duty for ninety hours in eight consecutive days if the employing motor carrier operates commercial motor vehicle every day of the week; in any period of seven or eight consecutive days may end with the beginning of any off-duty period of twenty-four or more consecutive hours.
 - 2) The motor carrier that employs the driver must maintain and retain for a period of twelve months accurate and true time recordings showing:

- a) The time the driver reports for duty each day;
 - b) The total number of hours the driver is on duty each day;
 - c) The total number of hours the driver drives each day;
 - d) The time the driver is released from duty each day; and
 - e) The total time the driver is driving and on duty for the preceding seven days.
 - v. Part 396 Inspection, repair, and maintenance.
 - w. Part 397 Transportation of hazardous materials; driving and parking rules.
2. As provided in Part 395, exemption for agricultural transporters, the harvest dates are defined as starting February 1 and ending November 30 of each year.
3. Links to the C.F.Rs. are available on the Washington state patrol web site at www.wsp.wa.gov. Copies of the C.F.Rs. may also be ordered through the United States Government Printing Office, 732 N. Capitol Street N.W., Washington, D.C. 20401.

Briefing Paper

(Finance & Administration Committee)

Division & Department:	Spokane Police Department
Subject:	Approval to apply for DOJ-Law Enforcement-Based Victim Specialist Program Grant
Date:	July 3, 2019
Contact (email & phone):	Jennifer Hammond, 625-4056
City Council Sponsor:	
Executive Sponsor:	Chief Meidl
Committee(s) Impacted:	Public Safety & Finance
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 and Budget Revenue
Strategic Initiative:	Safe & Healthy
Deadline:	July 25, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	The total grant application is \$450,000 over three years (\$150,000 per year). The grant will provide the salary & benefits for one law-enforcement based victim advocate. The grant does not require a match.
Background/History: SPD does not currently have access to a law-enforcement victim advocate to assist with victims of human trafficking and major crimes. While SPD has utilized the services of the regional FBI advocate in the past, that one position covers multiple areas throughout eastern Washington, northern Idaho, and western Montana; the advocate is rarely available when needed. While detectives have been successful in making human trafficking arrests, they do not have the time or expertise needed to assist the victims and connect them to the resources they need, as well as stay in touch with them for court proceedings to ensure the perpetrator is convicted. This advocate position will allow detectives to focus on their law enforcement duties and ensure SPD is offering needed services to victims.	
Executive Summary: <ul style="list-style-type: none"> Request permission to submit a grant for a total of \$450,000 over three years to fund one law-enforcement based victim advocate. 	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Grant Funds Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating, no match	
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: None	

ORDINANCE C- _____

An Ordinance relating to the Salary Review Commission; amending

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 2.05.010 of the Spokane Municipal Code is amended to read as follows:

2.05.010 Salary Review Commission Creation

There is created a salary review commission ("commission") which shall be charged with reviewing and establishing the salaries of the mayor, council president, ~~((and))~~ city council members, and City employees who are Exempt Confidential employees under state law (identified as those in City pay plans A07)

Section 2. That section 2.05.030 of the Spokane Municipal Code is amended to read as follows:

Section 2.05.030 Definitions

- A. "Elected officials" means the positions of mayor, council president and all council members.
- B. "Appointed officials" means those City employees who are Exempt Confidential employees under state law
- C. "Salary" or "salaries", as used in this chapter, means any fixed compensation paid periodically for work or services.

1. As applied to the positions of mayor, council president, and all council members, this ((This)) definition expressly excludes shall mean the total cost of compensation, including medical, retirement and all other benefits provided to the elected official any medical or other benefits provided to any elected official, as well as any expenses paid or reimbursed on behalf of an elected official in compliance with the City policies and procedures for expense reimbursements.

2. As applied to appointed officials, “salary” or “salaries” shall mean the total cost of compensation, including medical, retirement and all other benefits provided to the employee.

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- D. “Compensation philosophy” means the total compensation program described in SMC 2.05.080.

Section 3. That section 2.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 2.05.040 Duties

- A. It is the goal of the commission to base salaries of the mayor, council president and council members, and City employees who are -Exempt Confidential employees under state law on realistic standards so that both the elected officials and the appointed officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and either approve or not approve the recommendation of the Human Resources Director the salary of -and- of all appointed officials. The commission shall study the relationship of salaries-total cost of compensation to the duties of the mayor, council president and council members as well as the relationship of the total cost of compensation to the duties of the appointed officials, utilizing the compensation philosophy as a guide.

- B. A decision by the commission to change the salary of the mayor, council president or city council members, or of any appointed officials, shall be filed by the commission with the city clerk by May 31st, City Clerk in time to be included within the next years budget and shall be final and shall become effective and incorporated into the city budget without further action of the city council or salary commission. As deemed necessary by the Human Resources Director, the commission may be convened, not more than 4 times per year, to approve or not approve recommendations of Human Resources on change in salary for appointed officials.

1. Any change of salary by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.

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C. Salary increases established by the commission shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president and all city council members regardless of their terms of office. ~~and, for~~ For appointed officials, salary changes shall be effective commencing the first pay period after the commission has approved the action. of the next calendar year.

~~D.~~ Salary decreases established by the commission shall become effective as to an incumbent mayor, council president or council member at the commencement of their next subsequent terms of office. Salary decreases established by the commission for appointed officials shall become effective when that position is vacated. at the start of the next calendar year.

Section 4. That Section 2.050.050 of the Spokane Municipal Code is amended to read as follows:

- A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.
- B. The commission shall annually elect a chair and vice chair from its members.
- C. All meetings of the commission shall be open to the public.
 - 1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected and appointed officials to address the commission.
- D. The commission shall meet to review the salary schedules of the mayor, council president and council members, and the appointed officials, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.
 - 1. Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.

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- E. In determining the salaries for the mayor, council president and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. ~~duties and responsibilities. In determining the salaries for the and~~ In approving or not approving salary levels for appointed officials, the commission shall ~~solicit~~ be provided by City of Spokane Human Resources information regarding the ~~appointed officials'~~ appointed ~~duties and responsibilities~~ and shall base salary ~~decisions~~ approvals utilizing best-practice methodology for determining the employees' total cost of compensation, giving consideration to data and other information gathered by the City's Human Resources Department and presented to the commission, using the compensation philosophy as a guide. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate city department.
- F. Three members of the commission shall constitute a quorum and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president and council members, and for appointed officials, as well as all other matters of the commission.
- G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.
1. The commission shall provide written documentation forming the basis for the salary schedule.
- H. The commission shall be assisted in performing its duties by staff assigned by the city administration and the City Council.

Section 5. That Section 2.05.080 is added to the Spokane Municipal Code as follows:

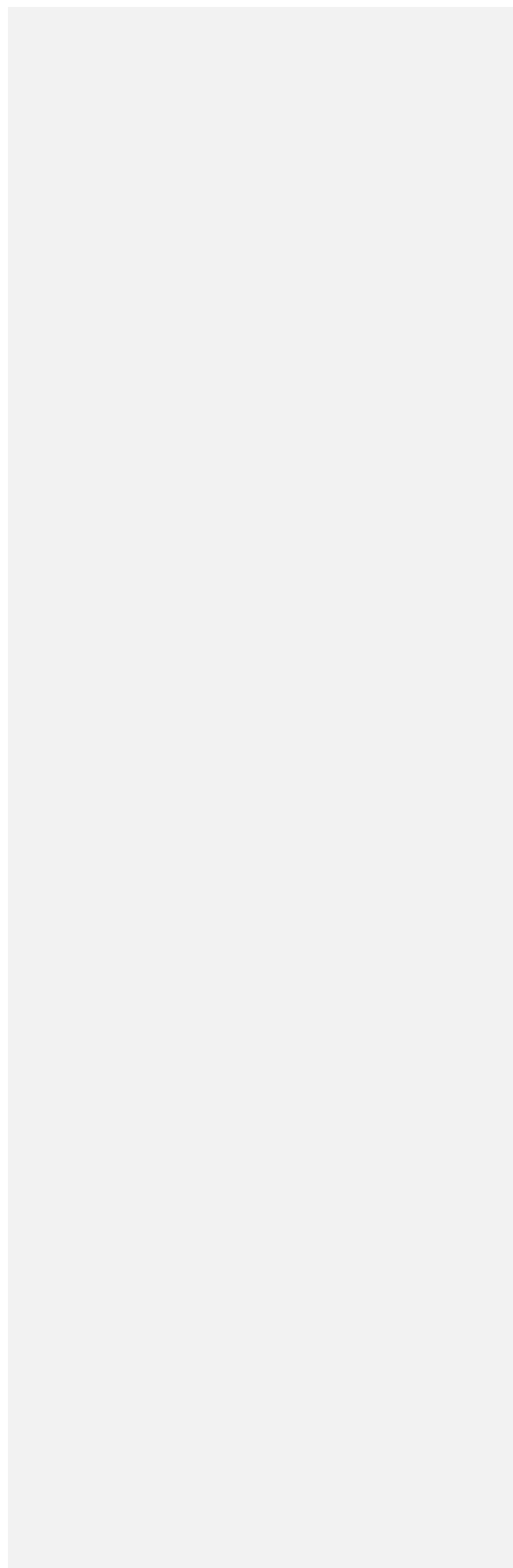
2.05.080 Compensation Philosophy

[Add philosophy statement here]

PASSED by the City Council on _____

Etc.

DRAFT



Briefing Paper

Sustainable Resources Committee

Division & Department:	Human Resources
Subject:	Salary Review Commission & Compensation Philosophy
Date:	June
Contact (email & phone):	Christine Cavanaugh, ccavanaugh@spokanecity.org , 625-6383
City Council Sponsor:	C.M. Lori Kinnear
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Sustainable Resources
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This amendment to the Municipal Code would provide support as the City moves towards a 21 st Century Workforce
Strategic Initiative:	Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Revisions to language in Chapter 2.05 of the SMC <ul style="list-style-type: none"> • Including the addition of Exempt/Confidential employees (pay plan A07) • Defining “salary” as Total Compensation • Allowing non-represented employees the choice to opt into either the City of Spokane Retirement System (SERS) or into a City of Spokane 401(a) • A Compensation Philosophy statement is added
<p><u>Background/History:</u></p> <p>On May 11, 2018 a meeting with Mayor Condon, Council President Stuckart, Councilmember Mumm, and Councilmember Kinnear was held to discuss potential changes to the Salary Review Commission. During that meeting CM Mumm (as Chair of the Sustainable Resources Committee) committed to reviewing Chapter 02.05 of the SMC (Salary Review Commission) and the following:</p> <ul style="list-style-type: none"> • Addition of all non-exempt employees • Salary being defined as Total Compensation • Data being used by the SRC to be gathered and presented by City of Spokane Human Resources • Non-Represented Employees being allowed the choice to opt into either the City of Spokane Retirement System (SERS) or into a City of Spokane 401(a) • Including a Compensation Philosophy statement <p>A letter from Mayor Condon to Spokane City Council, dated May 23, 2018, summarized the meeting held on May 11, 2018.</p> <p>In October 2018 a Salary Task Force was convened to discuss, create, review, and then submit a recommendation to Mayor Condon and the Spokane City Council of language to be added to Chapter 02.05 of the SMC. Members of the Task Force were:</p> <ul style="list-style-type: none"> • Mayor David Condon • Councilmember Lori Kinnear • Julie Honekamp, CEO, SNAP • Linda McDermott, SRC Member 	

- Melissa Wittstruck, M&P Representative
- Carly Cortright, M&P Representative
- Pat Dalton – Legal Advisor
- Christine Cavanaugh & Pamela Bergin – Human Resources support

The Salary Task Force does recommend the attached language changes be made in 02.05 of the SMC.
The Salary Task Force does also recommend inclusion of the attached Compensation Philosophy in Chapter 02.05 of the SMC.

Executive Summary:

- *Inclusion of all Exempt/Confidential employees (pay plan A07) in SMC 02.05.010*
- *Inclusion of a definition of “salary” as the “total cost of compensation, including medical, retirement and all other benefits provided to the elected officials and the appointed officials in SMC 02.05.030, Definitions*
- *Inclusion of language requiring the SRC to either approve or not approve salary recommendations made by City of Spokane Human Resources for appointed officials in SMC 02.05.040, Duties*
- *Inclusion of language requiring the SRC may be convened by the City of Spokane Human Resources Director not more than 4 times per year to approve or not approve recommendations on change in salary for appointed officials in SMC 02.05.040, Duties*
- *Inclusion of language establishing salary increases for appointed officials may be made commencing the first pay period after the SRC has approved the action in SMC 02.05.040, Duties*
- *Inclusion of language establishing salary decreases for appointed officials may be made when that position is vacated in SMC 02.05.040, Duties*
- *Inclusion of language establishing the commission shall be provided by City of Spokane Human Resources regarding the duties and responsibilities of appointed officials and shall base salary approvals utilizing best-practice methodology for determining the employees’ total cost of compensation, using the compensation philosophy as a guide in SMC 02.050.050, E-*
- *Addition of a Compensation Philosophy in the SMC as 02.05.080.*

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:

Briefing Paper (Finance & Administration Committee)

Division & Department:	Spokane Police Department
Subject:	Approval to apply as a sub-recipient for WASPC Mental Health Field Response Teams Grant
Date:	July 10, 2019
Contact (email & phone):	Jennifer Hammond, 625-4056
City Council Sponsor:	
Executive Sponsor:	Chief Meidl
Committee(s) Impacted:	Public Safety & Finance
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 and Budget Revenue
Strategic Initiative:	Safe & Healthy
Deadline:	July 19, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	The total sub recipient grant application is \$415,919.62 over two years. The grant will provide the salary & benefits for one officer and one sergeant dedicated to specialized co-deployed mental health teams with Frontier Behavioral Health. SPD would use a second officer funded by the Public Safety levy as a match for the grant.

Background/History:

In July 2018, Frontier Behavioral Health was successful in obtaining a Phase III: Trueblood Jail Diversion grant from the contempt fines from the Trueblood class action lawsuit. This grant resulted in a collaborative partnership with the Spokane Police Department where patrol officers were co-deployed with a mental health professional from Frontier Behavioral Health.

Frontier Behavioral Health and the Spokane Police Department focused their efforts on linking individuals to the right resource(s) at the right time and diverting individuals from incarceration and admission to emergency departments. Data from July 1, 2018, to June 30, 2019, indicates the following:

- 1,049 individuals served;
- 733 (70%) individuals were diverted from jail, emergency departments;
- 129 (12%) individuals were incarcerated;
- 187 (17%) individuals were transported to an emergency department.

Law enforcement officers are currently not funded under the contempt fines for Phase III of Trueblood nor were they funded under the WASPC grant that ended on June 30, 2019. Frontier Behavioral Health, the Spokane Police Department, and Spokane County Sheriff's Office are proposing to expand their current co-deployed teams by adding more mental health professionals and dedicated law enforcement officers whose primary focus would be mental health calls with less emphasis on other calls for service. This specialized team would have the skill set, knowledge base and training to divert individuals from jail and emergency departments by accessing timely and appropriate community resources. This expansion aligns with HB 2892 which emphasizes improving the mental health field response and diversion from incarceration through modifying or expanding law enforcement practices in partnership with mental health professionals.

The development of specialized co-deployed teams would enhance the expansion of services by creating a “boundaryless” concept where law enforcement officers would respond to any location within Spokane County where the need is regardless of the location of the individual. As such, officers would be dressed in the same uniforms that identify them as being a member of the specialized co-deployed team. The mental health professionals would also be dressed in a uniform that is distinctive from the officer’s uniform but also identify them as a member of the specialized co-deployed team. Teams would travel in vehicles that indicate they are with the specialized co-deployed teams to dispel the notion that a contact equates to an arrest. We believe it is imperative to have specialized co-deployed teams to meet the requirements of the mental health field response program.

Executive Summary:

- Request permission to submit a grant as a sub-recipient for a total of \$415, 919.62 over two years to fund one officer and one sergeant for a Mental Health Field Response Unit.
- Spokane County is the applicant and fiscal agent, with SPD and Frontier Behavioral Health as sub-recipients.
- SPD would utilize one of the Public Safety levy officers in 2020 as a match for the grant.

Budget Impact:

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

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

If new, specify funding source: Grant Funds

Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating, no match

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: None