

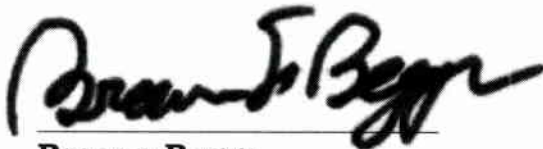
**SPECIAL MEETING NOTICE OF THE  
FINANCE & ADMINISTRATION COMMITTEE**

**A special meeting of the Finance & Administration Committee will be held  
virtually on February 22, 2021 at 10:00 a.m.**

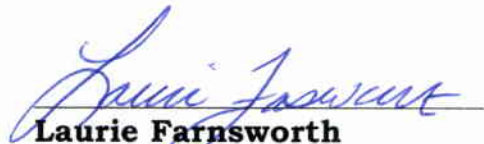
The Spokane City Council's Finance & Administration Committee meeting will be held virtually via WebEx at **10:00 a.m. on Monday, February 22, 2021.**

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 meeting of the whole City Council. The Finance & Administration Committee meeting is regularly held every 3<sup>rd</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The public will be able to tune into the meeting by viewing the meeting live at Channel 5, or at <https://my.spokanecity.org/citycable5/live>, or by calling 1-408-418-9388 and entering the access code #146 770 6527.



**Breean Beggs**  
**Council President**



**Laurie Farnsworth**  
**Acting Spokane City Clerk**

**FINANCE & ADMINISTRATION**  
**COMMITTEE MEETING AGENDA FOR**  
**February 22, 2021**  
**10:00 a.m. – 12:00 p.m.**

The Spokane City Council's Finance & Administration Committee meeting will be held at **10:00 a.m. on February 22, 2021** as a Webex Meeting, 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 January 25, 2021 Meeting**

**III. Consent Items**

- A. Oracle's PeopleSoft and Database Annual Software Maintenance and Support
- B. Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
- C. Hyland Software, Inc. Annual Software Maintenance and Support
- D. DFast (NBS Gov) Annual Licensing Fee and Maintenance Extension
- E. KSPS PEG Reimbursement Contract
- F. CME Cable Channel Agreement with Community Minded Enterprises
- G. Resolution for SIP Loan to fund East Sprague Project according to ILA with UDPDA
- H. SBO for SIP Loan Proceeds of East Sprague Project in the U District
- I. Renewal of Contract for Insurance Brokerage Services
- J. Approve SBO for Spenddown of Normandie Proceeds

**IV. Discussion Requests**

- A. Police Guild Contract (15 min) Mayor/Staff
- B. SBO for Emergency Rental Assistance Funding (5 min) Michelle Hughes
- C. Resolution for SIP Loan to fund Parking Meter Replacement (5 min) Tonya W./Michelle H.
- D. SBO for SIP Loan Proceeds Parking Meter Replacement (5 min) Tonya W./Michelle H.
- E. SBO for New Senior Business Systems Analyst Position (5 min) Mike Sloon/Dusty Fredrickson

**V. Committee Briefs**

- A. Redistricting Process (15 min) Mike Piccolo
- B. 2020 COVID 19 Expenditure Summary (5 min) Sally Stopher
- C. Minor Contract Threshold Update (5 min) Sally Stopher
- D. Budget Survey Results (1 min) Tonya Wallace
- E. Windstorm Cost Report (10 min) Michelle Hughes/Sarah Nuss

**VI. Standing Topic Discussions**

- A. COVID Monthly Update (10 min) Amber Richards
- B. General Fund Monthly Budget Report (5 min) Paul Ingiosi
- C. Intrafund Budget Transfer Report (5 min) Paul Ingiosi

## **VII. Adjournment**

Next Finance & Administration meeting will be on **Monday, March 15, 2021 at 1:15 p.m.**

*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](mailto: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*

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance & Administration Committee**  
**01/25/2021 – DRAFT**

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**Attendance**

Council Member Becky Wilkerson, Council Member Candace Mumm, Council President Breean Beggs, Council Member Lori Kinnear, Council Member Michael Cathcart, Council Member Karen Stratton, Council Member Kate Burke, Tonya Wallace, Hannahlee Allers, Amber Richards, Amie Blain, Brandon Meiers, Brenda Schreiber, Brian McClatchey, David Paine, David Steele, Dustin Fredrickson, Eric Finch, Garrett Jones, Mary Muramatsu, Melissa Morrison, Michael Lowdon, Michael Piccolo, Michelle Hughes, Paul Ingiosi, Stephen Williams, Terri Pfister, Theresa Pellham.

**I. Call to Order**

This meeting started at 10:04 a.m. and was conducted through Webex.

**II. Approval of Minutes**

Meeting Minutes for November 16, 2020 were approved.

**III. Consent Items approved without discussion:**

- A. Floyd and Kane Contract Extension
- B. PMWeb – Annual Software Maintenance and Support
- C. SBO for Historic Preservation Specialist Position
- D. Annual Encumbrance Carryover
- E. Loomis Term Extension Agreement

**IV. Discussion Items**

- A. **Under I-90 Draft 5 Year Capital Plan – Dave Steele**  
Dave Steele provided information regarding parking lots for which we are under a 50-year lease with WA State. CM Cathcart asked what would happen if we do not renew the lease. Dave advised that there is no incentive for the City to maintain it, and it is difficult to maintain. He said that he is not certain, but he believes WA DOT may maintain it, and the City could forward all calls regarding the lots to them. CM Mumm mentioned a previous conversation regarding lighting or projections. Dave advised he is not certain if this idea remained in the project, but he can check on it. CM Mumm also recommended a collage like she has seen in other communities. CM Kinnear recommended researching an artist of whose work she is familiar. Please see the agenda packet for submitted documents to the committee.
- B. **Parking Meter Replacement SIP Loan - Tonya W./Michelle H./Kris B.**  
Kris Becker advised meters are aging and are outdated. She provided details regarding the meters and replacement recommendations. Tonya Wallace provided details regarding the SIP loan. CP Beggs asked about a map showing the meters, and Kris Becker advised she can provide a map. Please see the agenda packet for submitted documents to the committee.
- C. **Strategic Reserve and Intrafund Transfers Ordinance Changes - Tim Dunivant**  
Tim Dunivant and Tonya Wallace explained the details regarding reserves and their purposes. Tonya advised reports will be revised to provide more clarifications regarding the budget. Please see the agenda packet for submitted documents to the committee.

**D. Ordinance for Emergency Rental Assistance Fund - Michelle Hughes**

Please see the agenda packet for submitted documents to the committee.

**E. US Treasury Contract for Emergency Rental Assistance Funding - Sally Stopher**

Sally explained this is complicated funding with restrictions, and the goal is to get this money to the community. She advised there will be additional outreach to the Council going forward regarding spending these dollars. CP Beggs recommended utilizing a combination of Council and the Administration to make the decisions on this funding. Please see the agenda packet for submitted documents to the committee.

**V. Standing Topic Items**

**A. COVID Monthly Update - Amber Richards**

Please see the presentation attached to this document.

**B. Quarterly Overtime Updates for Uniform - Fire/Police Admin**

Please see the presentation attached to this document.

**C. General Fund Monthly Budget Report - Paul Ingiosi**

Please see the agenda packet for submitted documents to the committee.

**D. Intrafund Budget Transfer Report - Paul Ingiosi**

Please see the agenda packet for submitted documents to the committee.

**E. Quarterly Investment Report - Jake Hensley**

Please see the agenda packet for submitted documents to the committee.

**F. SIP Loan Update - Jake Hensley**

CP Beggs requested to add more information for future reports to capture future potential ideas. Please see the agenda packet for submitted documents to the committee.

**G. 2021 Audit Plan - Tyler Benner**

CP Beggs requested the option to make requests of the auditors to incorporate other types of reviews into their roles. Tyler advised they are happy to collaborate on all fronts. Please see the agenda packet for submitted documents to the committee.

**VI. Adjournment**

The meeting was adjourned at 11:28 a.m. The next meeting is scheduled for February 22, 2021 at 10:00 a.m.

Prepared by:

Amie Blain

Approved by:

---

Chair

Council Member Betsy Wilkerson

For further information contact: Amie Blain, 509-625-6585

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Oracle's PeopleSoft and Database Annual Software Maintenance and Support
<b>Date:</b>	February 22, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Oracle Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	April 20, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuation for Oracle Ongoing annual maintenance and support for PeopleSoft HCM and Cstar database.
<b>Background/History:</b>  Oracle America, Inc supports the City's PeopleSoft Human Capital Management (HCM) System and Cstar Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. This contract includes software assurance for PeopleSoft Software. 2020 contracted amount was \$199,483.50 including tax.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with Oracle America, Inc. for Annual Software Maintenance and Support of the City's PeopleSoft HCM system and Oracle Databases.</li> <li>Requesting \$207,462.82 including tax for the renewal of this contract. Per Kathleen Mesch, North America Premier Support Advisor, the City is subject to Oracle's annual Inflationary Adjustment Rate which is 4%.</li> <li>Term is April 21, 2021 – April 20, 2022</li> </ul>	
<b>Budget Impact:</b> 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
<b>Date:</b>	February 22, 2021
<b>Author (email &amp; phone):</b>	Bill Myers, <a href="mailto:wmyers@spokanecity.org">wmyers@spokanecity.org</a> , 625-6418
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Cityworks Annual Software Maintenance and Support  Utilizing Budget Account #: 5300-41630-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	03/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones)	Ongoing annual maintenance and support
<b>Background/History:</b> Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables City departments to inventory assets, issue and track service requests and work orders, and manage labor, material and equipment. Cityworks was selected and implemented in 2011 to manage the City's water distribution infrastructure. In 2014 it was also implemented by the Wastewater department to manage sanitary and storm sewer infrastructure assets. There is an increase in cost from the previous year (2020) reflecting the amendment of adding Cityworks Work Order API. 2020 contracted amount was \$114,345.00 including tax, amendment adding Work Order API pro-rated at \$18,967.11 including tax.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Azteca Systems, LLC for Cityworks Software Annual Software Maintenance and Support.</li> <li>Cityworks is a GIS-based Asset Maintenance Management System used by the Water and Wastewater departments to manage public works infrastructure.</li> <li>The Street department, and Parks and Recreation are in the process of implementing Cityworks MMS.</li> <li>Requesting \$135,036.00 including tax for the renewal of this contract.</li> <li>Term is April 1, 2021 – March 31, 2022</li> </ul>	
<b>Budget Impact:</b> 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Hyland Software, Inc. Annual Software Maintenance and Support
<b>Date:</b>	February 22, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – OnBase Annual Software Maintenance and Support  Utilizing Budget Account # 5300-73300-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	March 31, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<b>Background/History:</b>  Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. 2020 contracted amount was \$68,348.90.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with Hyland Software, Inc. for Annual Software Maintenance and Support of the City's OnBase document imaging system.</li> <li>Requesting \$68,041.67 including tax for the renewal of this contract.</li> <li>Term is April 1, 2021 – March 31, 2022</li> </ul>	
<b>Budget Impact:</b> 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance - Treasury
<b>Subject:</b>	DFAST (NBS Gov) Annual Licensing Fee and Maintenance Extension
<b>Date:</b>	2/22/2021
<b>Contact (email &amp; phone):</b>	<a href="mailto:jahensley@spokanecity.org">jahensley@spokanecity.org</a> ; 625-6074 (Jake Hensley, Treasury Manager)
<b>City Council Sponsor:</b>	Betsy Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	License and extension applies to year 2021
<b>Background/History:</b>	
<ul style="list-style-type: none"> <li>DFAST is the software used for local improvement district assessments and billing.</li> </ul>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>This extension exceeds the \$130,000 Minor Contract limit (for the term of the contract).</li> <li>Cost of this year's renewal: \$12,232.61.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input 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: Other budget impacts: revenue generating	
<b>Operations Impact:</b>	
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: n/a Known challenges/barriers: n/a	



STATE OF  
WASHINGTON

Profit Corporation

# BUSINESS LICENSE

NBS GOVERNMENT FINANCE GROUP  
NBS  
32605 TEMECULA PKWY STE 100  
TEMECULA, CA 92592-6838

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

Issue Date: Jun 19, 2020  
Unified Business ID #: 602411904  
Business ID #: 001  
Location: 0001  
Expires: Jul 31, 2021

INDUSTRIAL INSURANCE - ACTIVE

## CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12041077BUS - ACTIVE

## LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

## REGISTERED TRADE NAMES:

N B S

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602411904 001 0001

NBS GOVERNMENT FINANCE  
GROUP  
NBS  
32605 TEMECULA PKWY STE 100  
TEMECULA, CA 92592-6838

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T12041077BUS -  
ACTIVE

Expires: Jul 31, 2021



32605 Temecula Parkway, Suite 100  
Temecula, CA 92592

Toll free: 800.676.7516 (P) 951.296.1997

[nbsgov.com](http://nbsgov.com)

City of Spokane  
E mail invoices to Jacob Hensley  
[jahensley@spokanecity.org](mailto:jahensley@spokanecity.org)

January 19, 2021

Project No: SPOKANE.DFAST

Invoice No: 1120000570

D-FAST 3

2020 Annual Licensing fee was \$11,045.11 + 1.7% CPI as (full year 2020 published rate for the Seattle, WA area) = \$11,232.88 for the 2021 Annual fee.

(License fees are subject to Sales and Use Tax)

<b>Fee</b>				<b>11,232.88</b>
<b>Taxes</b>				
Spokane Sales and Use	8.90 % of 11,232.88		999.73	
			<b>999.73</b>	<b>999.73</b>
<b>Total Taxes</b>				
<b>TOTAL THIS INVOICE</b>				<b>\$12,232.61</b>

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Communications – Cable Franchise
<b>Subject:</b>	KSPS PEG Reimbursement Contract
<b>Date:</b>	2-4-21
<b>Author (email &amp; phone):</b>	John Delay <a href="mailto:jdelay@spokancity.org">jdelay@spokancity.org</a> 6355
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Brian Coddington
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City of Spokane Cable Franchise – PEG Requirement  Utilizing Budget Account #1940-37330-18900-54201
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	3/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of this contract to fulfill Comcast Cable Franchise Requirements.
<b>Background/History:</b> The City of Spokane designates KSPS as the administrator of C.A.B.L.E. PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the C.A.B.L.E then relays those requests on to the City for funding.	
<b>Executive Summary:</b> As part of the Franchise, KSPS ensures that the (E) Educational Channels of the PEG Channels are provided to any subscriber, at no additional charge, and viewable by Comcast Subscribers without the need for additional equipment beyond that required to receive the Basic Cable Tier.	
<b>Budget Impact:</b> 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Communication
<b>Subject:</b>	CME Cable Channel Agreement with Community Minded Enterprises
<b>Date:</b>	2-4-21
<b>Author (email &amp; phone):</b>	John Delay <a href="mailto:jdelay@spokancity.org">jdelay@spokancity.org</a> 6355
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Brian Coddington
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This contract fulfills a subsection of the City's Cable Franchise with Comcast to provide for Public Access Television.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	3/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	As part of the Franchise, CME operates CMTV at no additional charge, and viewable by Comcast Subscribers without the need for additional equipment beyond that required to receive the Basic Cable Tier.
<b>Background/History:</b> The City of Spokane Contracts with Community Minded Enterprises to operate CMTV 14, the City of Spokane's Community access Television Channel as part of the City's Cable Franchise with Comcast Cable.	
<b>Executive Summary:</b> approval of this contract allows the City to fulfill Comcast Cable Franchise Requirements	
<b>Budget Impact:</b> 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>Resolution for SIP Loan to fund East Sprague Project according to ILA with UDPDA</b>
<b>Date:</b>	2/3/201
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution to fund a \$2 a million dollar SIP Loan for the East Sprague project in the U District as established by the ILA with the UDPDA.
<u>Background/History:</u> Resolution for SIP a loan to finance \$2 million of the East Sprague project in the U District.	
<u>Executive Summary:</u> Resolution for SIP Loan to finance the East Sprague Project in regards to ILA with U District PDA. Debt service payments to be guaranteed by future sales tax revenue earned in the U District PDA and currently owed from the General Fund. Project cost is 4 million, with \$1,925,713 from sales tax earned by the PDA and \$2,000,000 SIP loan with 5 yr term and estimated interest rate of .95%. Payments staggered to match sales tax revenue projections.	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: 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:	

CITY OF SPOKANE, WASHINGTON

SPRAGUE PHASE 2 STREETS PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 202\_\_ (TAXABLE)

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RESOLUTION NO. 202\_\_ - \_\_\_\_

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED \_\_\_\_\_, 202\_\_

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON  
SPRAGUE PHASE 2 STREETS PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 202\_\_ (TAXABLE)  
RESOLUTION NO. 202\_\_ - \_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 202\_\_-\_\_\_\_

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the City desires to authorize an interfund loan from the Spokane Investment Pool (“SIP”) in the amount of not to exceed \$2,000,000 to temporarily finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project (as defined below); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project (as defined below); and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1.      Definitions. As used in this resolution the following words shall have the following meanings:

***Annual Debt Service*** for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay a portion of the costs of the Sprague Phase 2 Streets Project.

***Bond*** means the City of Spokane Sprague Phase 2 Streets Project Limited Tax General Obligation Bond, Series 202\_\_ (Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,000,000 to establish and secure the interfund loan facility authorized herein.

***Bond Owner or Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***Bond Year*** means the twelve (12) month period beginning on the date of issuance of the Bond.

***City*** means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

***City Council*** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

***Maturity Date*** means a date not to exceed five years from the date of issuance of the Bond.

***Permitted Investments*** means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

***Sprague Phase 2 Streets Project*** means the acquisition, construction and installation of a full depth reconstruction of Sprague Avenue roadway between Scott Street and Division Street, consisting of: (a) extension of the three-lane section from Sherman to Pine Street; (b) retaining of parking on both side of the roadway, except for the area between Brown and Division Streets; and (c) repairing and widening of sidewalks.

***Treasurer*** means the Treasurer of the City, or any successor to the functions of the Treasurer.

**Rules of Interpretation.** In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience

of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Plan of Capital Acquisitions. The Sprague Phase 2 Streets Project will be undertaken in accordance with specifications, contracts and agreements approved by the Mayor and the City Council or their designees from time to time.

It is hereby provided that the Sprague Phase 2 Streets Project shall be subject to such changes and additions as may be authorized by the City Council during the annual budget process. Presently, the total estimated cost of the Sprague Phase 2 Streets Project does not exceed \$8,000,000 over the five year scheduled acquisition period. The City has received the commitment of approximately equal cost-sharing in the total estimated cost of the Sprague Phase 2 Streets Project from the University District Public Development Authority, up to a maximum cost-sharing contribution of \$4,000,000. The balance of costs will be paid by the City from legally available funds.

Section 3. Authorization and Description of Bond. To finance a portion of the costs of the Sprague Phase 2 Streets Project, the City shall issue a taxable limited tax general obligation bond of the City to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$2,000,000 (the “Bond”) to establish and secure an interfund loan facility with the SIP of not to exceed \$2,000,000. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$2,000,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing December 1, 2021. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4.      Sale of Bond.

(a)      *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the Sprague Phase 2 Streets Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b)      *Option for Early Call.* At its sole discretion, the SIP may call the Bond on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2021, if it intends to call the Bond on the succeeding August 1 (the "Early Call Date"). The Bond may be paid in full on the Early Call Date in cash or with proceeds of a refunding bond.

(c)      *Prepayment.* The Bond may be prepaid, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5.      Application of Bond Proceeds. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the Sprague Phase 2 Streets Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the "Project Fund"). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of a portion of the costs of the Sprague Phase 2 Streets Project and the payment of

expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the Sprague Phase 2 Streets Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6.      Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the SIP from the Asset Management Fund and other legally-available funds of the City in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7.      Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8.      Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9.      Form of Bond. The Bond shall be in substantially the following form:

NO. R-__	UNITED STATES OF AMERICA	\$2,000,000
	STATE OF WASHINGTON	
	CITY OF SPOKANE	
	SPRAGUE PHASE 2 STREETS PROJECT	
	LIMITED TAX GENERAL OBLIGATION BOND, SERIES 202__ (TAXABLE)	
INTEREST RATE:	Variable, as described herein	
MATURITY DATE:	[December 1, 20__]	
REGISTERED OWNER:	CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL	
TAX IDENTIFICATION #:	91-6001280	
PRINCIPAL AMOUNT:	TWO MILLION AND NO/100 DOLLARS	

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 202\_\_ (the "Bond Resolution"), to establish and secure an interfund loan to pay a portion of the costs of acquiring and constructing the Sprague Phase 2 Streets Project. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Sprague Phase 2 Streets Project Limited Tax General Obligation Bond, Series 202\_\_ (Taxable) of the City dated \_\_\_\_\_, 20\_\_ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Section 10.    Ongoing Disclosure.    The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11.    Prior Acts.    All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12.    Severability.    If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13.    Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, Clerk

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel

## East Sprague 2 M SIP Loan

Compounding Period: Semiannual

Nominal Annual Rate: 0.950%

## Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	03/19/2021	2,000,000.00	1		
2 Payment	12/01/2021	149,183.00	1		
3 Payment	06/01/2022	149,183.00	1		
4 Payment	12/01/2022	172,787.00	1		
5 Payment	06/01/2023	172,787.00	1		
6 Payment	12/01/2023	199,506.00	1		
7 Payment	06/01/2024	199,506.00	1		
8 Payment	12/01/2024	230,731.00	1		
9 Payment	06/01/2025	230,731.00	1		
10 Payment	12/01/2025	276,676.00	1		
11 Payment	06/01/2026	281,570.38	1		

## TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 03/19/2021				2,000,000.00
1 12/01/2021	149,183.00	13,424.11	135,758.89	1,864,241.11
<b>2021 Totals</b>	<b>149,183.00</b>	<b>13,424.11</b>	<b>135,758.89</b>	
2 06/01/2022	149,183.00	8,855.15	140,327.85	1,723,913.26
3 12/01/2022	172,787.00	8,188.59	164,598.41	1,559,314.85
<b>2022 Totals</b>	<b>321,970.00</b>	<b>17,043.74</b>	<b>304,926.26</b>	
4 06/01/2023	172,787.00	7,406.75	165,380.25	1,393,934.60
5 12/01/2023	199,506.00	6,621.19	192,884.81	1,201,049.79
<b>2023 Totals</b>	<b>372,293.00</b>	<b>14,027.94</b>	<b>358,265.06</b>	
6 06/01/2024	199,506.00	5,704.99	193,801.01	1,007,248.78
7 12/01/2024	230,731.00	4,784.43	225,946.57	781,302.21
<b>2024 Totals</b>	<b>430,237.00</b>	<b>10,489.42</b>	<b>419,747.58</b>	
8 06/01/2025	230,731.00	3,711.19	227,019.81	554,282.40
9 12/01/2025	276,676.00	2,632.84	274,043.16	280,239.24
<b>2025 Totals</b>	<b>507,407.00</b>	<b>6,344.03</b>	<b>501,062.97</b>	
10 06/01/2026	281,570.38	1,331.14	280,239.24	0.00
<b>2026 Totals</b>	<b>281,570.38</b>	<b>1,331.14</b>	<b>280,239.24</b>	
<b>Grand Totals</b>	<b>2,062,660.38</b>	<b>62,660.38</b>	<b>2,000,000.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>0.950%</b>	<b>\$62,660.38</b>	<b>\$2,000,000.00</b>	<b>\$2,062,660.38</b>

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>SBO for SIP Loan proceeds of East Sprague Project in the U District</b>
<b>Date:</b>	2/3/201
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to establish budget for SIP Loan proceeds, capital expenses and transfer of GF dollars to fund the East Sprague Project in the U District.
<u>Background/History:</u> SBO to establish budget for the East Sprague Project in the U District.	
<u>Executive Summary:</u> <p>During 2018, the City embarked on an integrated capital project to rebuild Sprague Avenue from Scott to Division. The funding to complete this \$8 million estimated project was provided by \$4 million from the City's Street levy funds (Arterial Streets Fund) and \$4 million from funding committed by the UDPDA. A portion of the project (Phase 2A) was completed in 2019 using the \$4 million committed City street levy funds. The final portion of the project (Phase 2B) was anticipated to utilize an SIP loan for \$4 million which would be repaid using incremental tax revenue sharing proceeds under the UDPDA agreement.</p> <p>During the 2021 budget process, the strategy identified for disbursing this relatively large amount owed to the UDPDA was for the City's General Fund directly cash funding to pay \$1,925,713 and a SIP Loan for the approximately remaining \$2 million. Annual debt service on the SIP loan for the construction of Sprague Phase 2B will be paid with future sales tax and property tax revenues earned in the U-District Area.</p>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: 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:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0020-99999 99999	General Fund Unappropriated Reserves	<u>\$ 225,713</u>
TO:	0020-88100 97140-80101	General Fund Transfers Out to Arterial Streets	<u>\$ 225,713</u>

Section 2. That in the budget of the U District Capital Fund, and the budget annexed thereto with reference to the U District Capital Fund, the following changes be made:

FROM:	3502-99999 99999	U District Capital Fund Unappropriated Reserves	<u>\$1,700,000</u>
TO:	3502-36320 97140-80101	U District Capital Fund Transfers to Arterial Streets	<u>\$1,700,000</u>

Section 3. That in the budget of the Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

FROM:	5901-79219 99999-38271	Asset Management Capital Fund Other Long Term Debt Proceeds	<u>\$2,000,000</u>
TO:	5901-79219 97140-80101	U District Capital Fund Transfers to Arterial Streets	<u>\$2,000,000</u>

Section 5. 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 record to record loan proceeds and the transfer of funds to Arterial Streets for the construction of the East Sprague project in the U District, 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

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	Legal and Risk Management Department
<b>Subject:</b>	Renewal of Contract for Insurance Brokerage Services
<b>Date:</b>	February 22, 2021
<b>Author (email &amp; phone):</b>	Mike Ormsby
<b>City Council Sponsor:</b>	Councilwoman Wilkerson
<b>Executive Sponsor:</b>	Mike Ormsby
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Continued City Operations
<b>Deadline:</b>	March 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Assist the City in review of insurance policy options and have the insurance renewal process completed and insurance in place by September 1, 2021.
<b><u>Executive Summary:</u></b> The contract with the current insurance broker for the City expires on March 31 <sup>st</sup> . It is felt that an RFP process may be advisable for this contract, but the COVID situation makes such a process difficult to accomplish in a timely manner. This one year extension continues this necessary service and reserves the ability to do the RFP next year.	
<b><u>Budget Impact:</u></b> 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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT AMENDMENT / EXTENSION**

Title: **INSURANCE SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC.**, whose address is P.O. Box 34201, 505 5<sup>th</sup> Avenue, Suite 200, Seattle, Washington 98124 as ("Broker"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Broker agreed to provide Insurance Brokerage Services for the City; and*

*WHEREAS, the Contract time for performance needs to be extended to allow for an RFP to be issued in 2021, and additional funds are necessary to continue the work for the extension of time, thus the original Contract needs to be formally Amended and Extended by this written document; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 10, 2016 and March 14, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on April 1, 2021 and shall extend to March 31, 2022.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment / Extension by having legally-binding representatives affix their signatures below.

**WILLIS TOWERS WATSON  
INSURANCE SERVICES WEST, INC.**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

21-018

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	Asset Management Capital Fund; Finance, Treasury, & Administration
<b>Subject:</b>	Approve SBO for Spenddown of Normandie Proceeds
<b>Date:</b>	January 25, 2021
<b>Contact (email &amp; phone):</b>	Tonya Wallace (twallace@spokanecity.org, 625-6845)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Safe & Healthy, Urban Experience
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	South Gorge Trail, and Sportsplex environmental work
<p><u>Background/History:</u> July 23, 2018 Council approved ORD C35659, which established a \$2M budget for River Connections with funds coming from the future sales of surplus property as part of the one-time funding for the Community Investment Plan. In 2019, the Normandie Complex was sold and proceeds were deposited into the Asset Management Capital fund. The proceeds are committed to fund the Sportsplex environmental work and for the South Gorge Trail as part of the City's Community Investment Plan. The original budget was not carried over from 2018 so this SBO re-establishes the necessary budget for these projects.</p>	
<p><u>Executive Summary:</u></p> <p>The proceeds from the sale of the Normandie Complex are committed as follows according to the City's Community Investment Plan:</p> <ul style="list-style-type: none"> <li>• \$800,000 – Northbank Environmental work with PFD</li> <li>• \$500,000 – South Gorge Trail Connection (Final phase of South Gorge Trail): The section will continue the section of the trail that was constructed with CSO 26 and runs along the north side of the tank and head to the west underneath the Monroe St Bridge and connect to the widened sidewalk that is the South Gorge Trail heading into Peaceful Valley along Main Avenue.</li> <li>• </li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Asset Management Capital Fund and Arterial Streets 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

FROM:	5901-99999	Asset Management Capital Fund	
	99999-	Undesignated Reserves	<u>\$ 1,300,000</u>
TO:	5901-49854	Asset Management Capital Fund	
	97140-80101	Operating Transfer to Arterial Streets	<u>\$ 1,300,000</u>

Section 2. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Arterial Street Fund, the following changes be made:

FROM:	3200-49854	Arterial Street Fund	
	99999-39787	Operating Transfer In from Asset Mgmt	<u>\$ 1,300,000</u>
TO:	3200-49854	Arterial Street Fund	
	75201-54201	Contractual Services	<u>\$ 800,000</u>
	3200-95141	Arterial Street Fund	
	95300-56501	Construction of Fixed Assets	\$500,000

Section 3. 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 create the necessary budget to expend the proceeds from the Sale of the Normandie Property, 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



**Agenda Sheet for City Council Meeting of:**  
07/23/2018

<b>Date Rec'd</b>	7/3/2018
<b>Clerk's File #</b>	ORD C35659
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	RICK ROMERO X6361
<b>Contact E-Mail</b>	RROMERO@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	5600-SBO-COMMUNITY INVESTMENT PLAN - URBAN EXPERIENCE

**Agenda Wording**

Budget one-time funding for Community Investment Plan - Urban Experience.

**Summary (Background)**

Budget one-time funding for Urban Experience from the Community Investment Plan. These include the North Bank Complex, River Connection Utilities, Bosch/Power District/Suspension Bridge, South Gorge Trail-Peaceful Valley, South Gorge Trail-Main to CSO 26, and Post Street and Bridge Avenue.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	YES		
Expense	\$	2,000,000		#	Various
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		HUGHES, MICHELLE		<b><u>Study Session</u></b>	7/9/18
<b><u>Division Director</u></b>		MARCHAND, CRYSTAL		<b><u>Other</u></b>	
<b><u>Finance</u></b>		ALBIN-MOORE, ANGELA		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		DALTON, PAT		korlob@spokanecity.org	
<b><u>For the Mayor</u></b>		CODDINGTON, BRIAN		aalbinmoore@spokanecity.org	
<b><u>Additional Approvals</u></b>			rromero@spokanecity.org		
<b><u>Purchasing</u></b>			kheatherly@spokanecity.org		
<b><u>CITY COUNCIL</u></b>		MCDANIEL, ADAM			

PASSED BY  
SPOKANE CITY COUNCIL:

7/23/2018  
  
CITY CLERK

ORDINANCE NO C35659

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Arterial Street and Asset Management 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

FROM:	5901-99999	Asset Management Capital Fund	
	99999	Unappropriated Reserves	\$ 2,000,000
TO:	5901-49854	Asset Management Capital Fund	
	97140-80101	Operating Transfer to Arterial Streets	\$ 2,000,000

Section 2. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Arterial Street Fund, the following changes be made:

FROM:	3200-99999	Arterial Street Fund	
	99999-39787	Asset Management	\$ 2,000,000
TO:	3200-49854	Arterial Street Fund	
	95300-56501	Construction of Fixed Assets	\$2,000,000

Section 3. 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 one-time funding for Urban Experience Trail and River Connection improvements – unidentified projects related to Bosch Lot, Power District, and suspension Bridge 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

July 23, 2018

Attest:

[Signature]  
City Clerk

[Signature]  
Council President

Approved as to form:

[Signature]  
Assistant City Attorney

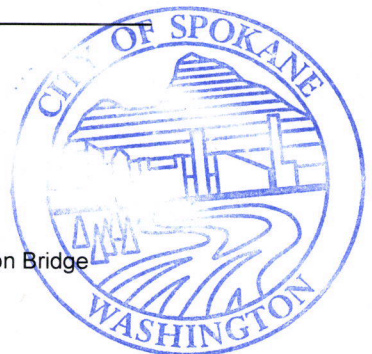
[Signature]

Mayor

8-8-18

Date

August 8, 2018  
Effective Date



# URBAN EXPERIENCE

SBO#5	3200	49854	95100	56592	99999	300000
SBO#5	3200	49854	95300	56501	99999	630000
SBO#5	3200	49854	95300	56592	99999	70000
SBO#5	3200	49854	99999	39734	99999	-1000000
SBO#5	1610	49854	97140	80101	99999	1000000

SBO#5	3200	49854	95100	56592	99999	270000
SBO#5	3200	49854	95300	56501	99999	957000
SBO#5	3200	49854	95300	56592	99999	273000
SBO#5	3200	49854	99999	39734	99999	-1500000
SBO#5	1610	49854	97140	80101	99999	1500000

3200	99999	99999	39734	99999	-500000
3200	95136	95300	56501	99999	500000
1610	99999	99999	28260	99999	-500000
1610	49854	97140	80101	99999	500000

SBO#5	4100	99999	99999	99999	99999	-50000
SBO#5	4250	99999	99999	99999	99999	-20000
SBO#5	4320	99999	99999	99999	99999	-155000
SBO#5	4340	99999	99999	99999	99999	-75000

SBO#6	5901	99999	99999	99999	99999	2000000
SBO#6	5901	49854	97140	80101	99999	-2000000
SBO#6	3200	49854	99999	39787	99999	-2000000
SBO#6	3200	49854	95300	56501	99999	2000000

SBO#7	1610	49854	58700	54201	99999	5000000
SBO#7	1610	99999	99999	28260	99999	-5000000

SBO#8	5901	99999	99999	99999	99999	1000000
SBO#8	5901	49854	58700	54201	99999	-1000000

SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave  
 SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave  
 SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave  
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SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26  
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 SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26

SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount)  
 SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount)  
 SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount)  
 SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount)

SIUE-River Connection (Utilities) - unidentified project  
 SIUE-River Connection (Utilities) - unidentified project  
 SIUE-River Connection (Utilities) - unidentified project  
 SIUE-River Connection (Utilities) - unidentified project

SIUE - River Connection Surplus Property - Bosch, Power Dist, suspension bridge (OT Art St from Normandie Proceeds)  
 Proceeds from sale of Normandie  
 SIUE - River Connection Surplus Property - Bosch, Power Dist, suspension bridge OT from Asset Mgmt from Normandie Proceeds  
 SIUE - River Connection Surplus Property - Bosch, Power Dist, suspension bridge

SIUE-North Bank/Sportsplex  
 SIUE-North Bank/Sportsplex

SIUE - Arts/Culture/Diversity strategic investments; \$700K Proceeds from sale Normandie - \$300K from other surplus property  
 SIUE - Arts/Culture/Diversity strategic investments; \$700K Proceeds from sale Normandie - \$300K from other surplus property

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

03/01/2021

**Date Rec'd**

2/18/2021

**Clerk's File #**

OPR 2021-0135

**Renews #****Submitting Dept**

HUMAN RESOURCES

**Cross Ref #****Contact Name/Phone**

AMBER RICHARDS 6383

**Project #****Contact E-Mail**

ARICHARDS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0620 GUILD CONTRACT

**Agenda Wording**

2017-2021 Police Guild Tentative Agreement

**Summary (Background)**

The Police Guild contract expired on December 31, 2016. The parties first entered into negotiations with the Police Guild on a successor contract in August 2017. The City met five times with the Police Guild through January 2018. On April 11, 2018 the parties jointly filed for mediation through PERC. The PERC mediator facilitated negotiations through counsel for the Union and City throughout 2019, although no agreement could be reached. In June 2020 a Tentative Agreement (TA) was reached an

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 9,500,000

# 0680-XXXXX-XXXXX-XXXXX

Select \$

#

Select \$

#

Select \$

#

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

RICHARDS, AMBER

**Study Session\Other**

Finance 2/22

**Division Director**

RICHARDS, AMBER

**Council Sponsor**Council President Beggs  
Councilmember Mumm**Finance**

HUGHES, MICHELLE

**Distribution List**

Councilmember Kinnear

**Legal**

ODLE, MARI

Councilmember Wilkerson

**For the Mayor**

ORMSBY, MICHAEL

Councilmember Cathcart

**Additional Approvals****Purchasing**

**BRIEFING PAPER**  
**City of Spokane**  
**Tentative Agreement on Police Guild Contract**  
**2017-2021**

---

**Subject**

Tentative Agreement (TA) for 5-year contract with Police Guild (2017-2021)

**Background**

The labor agreement between the City of Spokane and the Spokane Police Guild expired on December 31, 2016. The parties first entered into negotiations on a successor contract in August 2017. The City met five times with the Police Guild through January 2018 before jointly filing for mediation through PERC, who facilitated negotiations between the Guild and City throughout 2019. In 2020, the Police Guild, City Administration, and City Council collaborated further, leading to this TA before the City Council.

Members of the Police Guild will vote on the TA by early March and Guild leadership recommends approval.

**Discussion**

The proposed TA provides for the average total cost of compensation (TCC) increase of approximately **3.5% annually**. Details by year are below.

The contract also makes significant additions to the section covering independent oversight. Notably, the contract:

- Extends the authority of the ombudsperson to the assistant ombudsperson, including the ability to participate in internal affairs interviews, request further investigation, recommend mediation, make the determination that an investigation is thorough and objective, review and provide input on internal affairs case summaries, and attend review board meetings for uses of force, collisions, and deadly force
- Expands ombudsperson access to body camera footage
- Provides that the ombudsperson may appeal the classification of a complaint and type of investigation selected by the police chief
- Clarifies that all complaints may be independently investigated by the ombudsperson
- Establishes that the ombudsperson may request further investigation of major complaints and request that the police ombudsperson commission direct further investigation by the ombudsperson or a third-party independent investigator
- Adds the authority for the ombudsperson to issue a closing report after the completion of a full department investigation, chief's determination, and/or a third-party investigation that may opine on what happened

The total cost of the contract, estimated to be \$9.5 million, will be paid for out of both the 2021 operating budget approved by the City Council in December and General Fund unappropriated reserves. Compensation for 2021 is within the 2021 budgeted amount the City Council approved in December and will be paid out of the current operating budget. Retroactive pay for years 2017

through 2020 will come from reserve funds that have been set aside from previous year's budgets in anticipation of a contract agreement.

## **Details**

*TA's by year:*

### 2017

1. 2.25% COLA
2. Article 1 – Recognition: include exclusion of “Directors” from the bargaining unit.
3. Article 5 – Grievance Procedure/Permanent Umpire: Housekeeping
4. Article 11 – Wages: Incorporate 2013 Supplemental Agreement for Special Events Supervisor and Coordinator Specialty Pay (3%); Incorporate 2016 Supplemental Agreement for Major Crimes Unit and Dignitary Protection Team Specialty Pay (2%); Incorporate 2016 Supplemental Agreement for Field Training Officer Specialty Pay (3%); Eliminate Meth Team Specialty Pay (4%)

### 2018

1. 3% COLA

### 2019

1. 3% COLA
2. Article 16 – Leaves of Absence: New Section J for “Paid Family Medical Leave (PFML)” is added. Section J states: Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020 is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. The City will pay the entire premium. Premium collection began January 1, 2019.

### 2020

1. 3% COLA

### 2021

1. 2.5% COLA
2. Article 10 – Contract Personnel: Section B Park Rangers is added. Section B outlines the agreement for the City to use limited commission Park Rangers to enforce identified laws and infractions within all City Parks.
3. Article 23 – Deferred Compensation: the City will establish a Health Reimbursement/Retirement Account for each member, with a \$75 monthly contribution. The current \$50/month VEBA contribution will cease at this time.
4. Article 27 – Civilian Review: Multiple changes, which include:
  - a. “Office of the Police Ombudsman (OPO)” is defined to include the OPO, Assistant OPO and full-time/regular part-time employees.
  - b. OPO Assistant granted authority previously vested exclusively with Ombuds to include, inter alia: participation in IA interviews, ability to request further investigation, ability to recommend mediation, ability to make the “thorough and objective” determination after an investigation, ability to review and provide input on IA case summaries.
  - c. The OPO is granted access to all information in possession of the Police Department that is relevant to the complaint. This is expanded to include body camera footage, IA

Pro and Blue Team, and allows Ombuds and Assistant Ombuds to attend meetings of Use of Force Review Board, Collision Review Board and Deadly Force Review Board as non-participating observer.

- d. Expands authority of OPO to review all complaints and not just those that may result in a suspension or termination.
- e. Adds language that the Ombuds and Assistant Ombuds may appeal the classification of the complaint and type of investigation selected by the Police Chief; however, the Police Chief's decision is final.
- f. Adds language providing that all complaints may be independently investigated by the Ombuds or Assistant Ombuds if the Police Department elects not to investigate the complaint.
- g. Adds language allowing the Ombuds and Assistant Ombuds the ability to request further investigation be performed of a minor complaint. Police Chief's determination of need for further investigation or supplemental investigation of minor complaint is final. The Ombuds and Assistant Ombuds also may request further investigation of major complaint. If the Chief declines, Ombuds and Assistant Ombuds may submit request to OPOC and OPOC may direct further investigation by department, OPO or third party independent investigation.
- h. New language is added to provide that where the Department has investigated the complaint, the Department will prepare a case summary. The Ombuds and Assistant Ombuds may provide input into the case summary, although the decision as to the final version of the case summary lies with the Department. OPO also may publish a policy and procedure report that identifies recommended policy and procedure changes.
- i. New language is added to provide the OPO or OPOC to prepare a closing report. The closing report may include the OPO's perspective of the factual information obtained as a result of the IA investigation. Prior to releasing the closing report, the Police Guild will be provided a copy for review in consideration of potential contract violations. The Police Guild has ten (10) business days to disclose any potential contract violations in writing to the Mayor with a copy to the OPO and OPOC. The OPO or OPOC has ten (10) days to respond to the Guild's grievance. If the grievance is not resolved within thirty (30) days, the Guild may requested Expedited Arbitration.
- j. New language is added to provide an enforcement mechanism in the event the OPO or OPO violate their authority.

#### Action

Approve TA at March 1, 2021 meeting.

**AGREEMENT**

**between**

**CITY OF SPOKANE**

**and**

**SPOKANE POLICE GUILD**

**(2017-2021)**

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## **PREAMBLE**

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

## **EMBODIMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

## **LABOR MANAGEMENT MEETINGS**

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

## **ARTICLE 1 – RECOGNITION**

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

## **ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION**

This Agreement shall be in effect as of the first day of January 2017 and shall remain in full force and effect through the thirty-first day of December 2021.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

## **ARTICLE 3 - EMPLOYER RESPONSIBILITIES**

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.

4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.
5. To take whatever actions may be necessary to carry out police functions in emergency situations.
6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.
7. To maintain efficiency of government operations entrusted to management.
8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.
9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

#### **ARTICLE 4 – CHECKOFF**

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE**

##### **Section A - Grievance Procedure Steps**

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.
2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this

Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

#### **Step 1**

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

#### **Step 2**

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

#### **Step 3**

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

#### **Step 4**

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period,

the grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

#### **Step 5**

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

#### **Section B - Arbitration**

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

### **Section C - Time Limits**

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

## **ARTICLE 6 - CITY SECURITY**

### **Section A**

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption of or interference with the normal work routine of any law enforcement activities or agencies.

### **Section B**

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

### **Section C**

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

### **Section D**

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage

and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

#### **Section E**

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

#### **Section F**

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

### **ARTICLE 7 – HOLIDAYS**

#### **Section A**

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. Forty hours of Floating Holidays

9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

#### **Section B - Work on a Non-Floating Holiday**

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a holiday. The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

## **ARTICLE 8 - COURT TIME**

### **Section A**

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½ ) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

### **Section B**

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular shift and extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

## **Section C**

Employees shall have the option of selecting court time pay or compensatory time off.

## **ARTICLE 9 – OVERTIME**

### **Section A - Miscellaneous**

**Temporary Schedule Adjustment** – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

**Availability of Special Overtime Assignments** – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if

the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

**Mutual Schedule Adjustment** – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

**Unscheduled Overtime** - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

**Exception** - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

### **Section B - Overtime Rate**

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.

### **Section C - Compensatory Time Off**

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1<sup>st</sup> of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

#### **Section D - On Call**

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

### **ARTICLE 10 - CONTRACT PERSONNEL**

#### **Section A – Other Law Enforcement Agencies**

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those

agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

### **Section B - Park Rangers**

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

Public Parks - Prohibited Acts	Infraction	10.10.040
Littering \$113 \$1035 Lit Material [Cigarettes]	Infraction	10.08.010
Open/Consume Alcohol In A Public Place	Infraction	10.08.200
Open Possession/Consumption of Marijuana	Infraction	10.15.220
No Helmet Law - Non-Motorized	Infraction	10.17.030
Liquor In A Public Park	Misdemeanor	10.10.040
Second Degree Criminal Trespass	Misdemeanor	10.12.050
Third Degree Malicious Mischief	Misdemeanor	10.12.025
Lewd Conduct	Misdemeanor	10.06.020
Urinating in Public	Misdemeanor	10.06.015
Disorderly Conduct	Misdemeanor	10.10.020
Graffiti Vandalism	Misdemeanor	10.10.070
Third Degree Theft	Misdemeanor	10.05.100
Making a False Statement to a Public Servant; False Reporting	Misdemeanor	10.07.020A
Disorderly Conduct	Misdemeanor	10.10.020
Minor in Possession of Alcohol (MIP)	Misdemeanor	10.08.210A1
Unauthorized Camping on Public Property	Misdemeanor	12.02.1010
Injury to Tree on Public Property	Infraction	12.02.1004
Unlawful Burning on Public Property	Infraction	12.02.1006
Unlawful Disposal of Litter on Public Property	Infraction	12.02.1008

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park.

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC

proceeding or any litigation, except that the City may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

## **ARTICLE 11 – WAGES**

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective January 1, 2017, wages of all classifications covered by the Guild will be increased by 2.25%. Such wage increase(s) shall be retroactive to January 1, 2017 for all individuals who worked any time after January 1, 2017, for all time worked.

Effective January 1, 2018, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2018 for all individuals who worked any time after January 1, 2018 for all time worked.

Effective January 1, 2019, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2019 for all individuals who worked any time after January 1, 2019 for all time worked.

Effective January 1, 2020, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2020 for all individuals who worked any time after January 1, 2020, for all time worked.

Effective January 1, 2021, wages of all classifications covered by the Guild will be increased by 2.5%. Such wage increase shall be retroactive to January 1, 2021 for all individuals who worked any time after January 1, 2021, for all time worked.

### **Service Advancement**

All police officers with five (5) or more years of service as commissioned officers in the department will be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

### **Acting Sergeant**

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

### **Specialty Pay**

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%
Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%

Bomb Squad	6%
Major Crime Detective	2%
Dignitary Protection	2%
Special Events Supervisor and Coordinator	3%
Assistant Range Master	3% (if a rank below Sergeant is assigned)

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.

### **Longevity**

<b><u>Years of Service</u></b>	<b><u>Percent</u></b>
After 5 Years	2%
After 10 Years	4%
After 15 Years	6%
After 20 Years	8%
After 25 Years	10%
After 30 Years	12% (effective January 1, 2015)

### **Education**

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

<b><u>Degree</u></b>	<b><u>Percent</u></b>
AA or AS	.5%
BA or BS	1%

Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	1%
BA or BS	2%

### **Shift Premium**

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	2.25%

### **Extra Duty Wages**

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

### **Basic Law Enforcement Training (BLET)**

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other

than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

## **ARTICLE 12 – VACATION**

Vacation shall accrue on a bi-weekly basis as follows:

<b><u>Years of Service</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Hours of Vacation</u></b>
At the beginning of the 1 <sup>st</sup> year through completion of the 4 <sup>th</sup> year	5.69 hours	148 hours
At the beginning of the 5 <sup>th</sup> year through completion of the 10 <sup>th</sup> year	7.23 hours	188 hours
At the beginning of the 11 <sup>th</sup> year through completion of the 17 <sup>th</sup> year	8.76 hours	228 hours
At the beginning of the 18 <sup>th</sup> year and over	10.30 hours	268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

### **ARTICLE 13 – UNIFORMS**

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

3 pairs of trousers (1 pair for det. & special units)

3 winter shirts (1 winter shirt for det. & special units)

2 winter jumpsuits

3 summer shirts (1 summer shirt for det. & special units)

2 summer jumpsuits

3 white shirts if required (motors, bike unit, etc.)

1 Uniform Tie

1 water resistant coat

1 badge

1 service weapon with 3 magazines

1 duty belt with 4 keepers

1 holster

1 set of handcuffs with case and key

1 OC 10 canister and holder

1 approved baton and holder

1 department radio and holder

1 rubber glove holder

1 protective vest

1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

## **ARTICLE 14 - SPECIAL EQUIPMENT**

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a

change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

## **ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

## **ARTICLE 16 - LEAVES OF ABSENCE**

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

### **Section A - Family Emergency Leave (LEOFF I and LEOFF II)**

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may

request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

### **Section B – Family Leave**

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

### **Section C-Washington Paid Family Leave**

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2020, premiums will total four-tenths of one percent (.4%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .4 percent of employees' wages.

### **Section D - Funeral Leave (LEOFF I and LEOFF II)**

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or

to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

#### **Section E - Illness Leave (LEOFF II)**

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.
3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

#### **Section F - Disability Leave (LEOFF II Officers Only)**

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation

entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

#### **Section G - Application for Leave**

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered within ten (10) days.

#### **Section H – Maternity Leave**

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. "Authorized maternity leave" means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

#### **Section I – Active Duty Call Up**

1. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and

C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.

2. Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.

3. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

#### **Section J - Care for Minor Children**

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

##### **Limits on Leave for Minor Children**

1. Sick leave must be previously accrued.

2. The leave must be used to care for the employees child under the age of 18; and

3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.

4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

## **ARTICLE 17 - GENERAL PROVISIONS**

### **Section A - Pledge Against Discrimination**

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

### **Section B - Guild Bulletin Board**

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

### **Section C - Guild Activities on City's Time and Premises**

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

### **Section D - Guild Business - Paid Leaves**

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative

conventions, and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

## **Section E - Seniority**

### **1) Definitions**

**Department Seniority** - The total length of unbroken service within the Police Department.

**Job Classification Seniority** - Based on the date of appointment to that classification and shall apply throughout the department.

**Non-Supervisory Personnel** - All personnel below the rank of Sergeant.

**Bureaus** - There are two bureaus in the Police Department structure, which are: Operations Bureau and Investigations Bureau

**Transfer** - The reassignment from one bureau to another.

### **2) Shifts**

a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.

b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the

years of experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10 hours of leave used.

#### **Section F - Seniority Lists**

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

#### **Section G - Annual Bid for Shifts**

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift

assignment. Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

## **Section H - Transfers**

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

## **Section I - Special Assignments**

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)
2. Special Investigative Unit
3. K-9 Officer
4. Traffic Unit
5. Neighborhood Resource Officer
6. Field Training Officer
7. Special Weapons & Tactics Officer
8. Hostage Negotiator
9. Bomb Squad
10. Tactical Team
11. Dignitary Protection Team
12. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
13. Patrol Anti-Crime Team
14. Chronic Offender Unit
15. Community Outreach
16. Domestic Violence Unit
17. TARU
18. FTO Coordinator
19. PIO
20. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent

from the Unit Commander notifying the employee of their official change of status. This form will serve as formal notice for payroll to begin or suspend specialty pay.

#### **Section J - VEBA Medical Savings Trust**

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

#### **Section K - Duplication of Benefits**

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

#### **Section L - LEOFF II Light Duty**

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

##### **Non-duty related temporary disability**

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.

6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

**ARTICLE 18 – SUPPLEMENTAL AGREEMENTS**

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or

those which have otherwise been reserved to the City by the express terms of this Agreement.

## **ARTICLE 19 - SAVING CLAUSE**

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

## **ARTICLE 20 - JURY DUTY**

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

## **ARTICLE 21 – MISCELLANEOUS**

### **Section A - Negotiations**

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

### **Section B - Mileage Allowance**

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

### **Section C - Tuition Reimbursement**

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for

books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

#### **Section D - Joint Committee**

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

#### **Section E – SWAT Team**

1. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor.

SWAT team members will submit a signature card to the unit supervisor for approval. The unit

supervisor will forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

2. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

5. Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

7. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

#### **Section F – On Duty Physical Fitness Training**

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.
3. Training time may not be carried over if not used during a given week.
4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.
5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).
6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

#### **Section G – Leave Sharing**

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

1. Eligibility to Receive Shared Leave
  - a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
  - b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
  - d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
  - e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
  - f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
  - g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
  - h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.
2. Lifetime Maximums
- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
  - b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

### 3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

### 4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

#### 5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from

their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

#### 6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

### **Section H – Swing Shift Parking**

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

## **ARTICLE 22 - SALARY COMPUTATIONS**

### **Section A - Regular Hourly Rate**

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

### **Section B - Pay Periods and Pay Checks**

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

## **ARTICLE 23 - DEFERRED COMPENSATION**

### **Section A - Deferred comp.**

The City agrees to make a qualified deferred compensation plan available to Guild represented employees.

The City shall contribute 2.2% of each employee's base pay including longevity and education, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

### **Section B – Health reimbursement agreement/account.**

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute \$75 per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

### **Section C - VEBA Alternative.**

The City will contribute \$50.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution. Upon ratification, the City will contribute \$75.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

## **ARTICLE 24 – DISCIPLINE**

### **Section A - General**

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section,

shall not be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

### **Section B - Forms of Discipline**

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

### **Section C - Right of Appeal**

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

### **Section D(1) - Probationary Periods**

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

### **Section D(2) - Right of Petition**

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

## **Section E - Police Officer Rights in Discipline**

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
  - a. Committing a criminal offense; and/or
  - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
  - c. Of their right to Guild representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.

4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any

reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional

sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

## **ARTICLE 25 - DRUG TESTING**

### **Section A**

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said

agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

### **Section B**

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

### **Section C**

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	Nanograms per milliliter (ng/ml)
	Test Level
Amphetamines .....	1000
Barbiturates .....	300
Benzodiazepines .....	300
Cannabinoids .....	100

Cocaine metabolites .....	300
Methadone .....	300
Methaqualone .....	300
Opiates (Codeine) .....	300
Opiates (Morphine) .....	300
Phencyclidine (PCP) .....	25
Propoxyphene .....	300
Level of the positive result for alcohol.....	0.04 blood alcohol

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.
4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.
5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

#### **Section D**

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
3. The Employer may request urine and/or blood samples.

4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml

Opiates:

Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines:

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

### **Section E**

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

### **Section F**

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

## **ARTICLE 26 – HEALTH AND WELFARE**

### **Section A - Insurance**

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1,

2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.

2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.

3. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

- (a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.
- (b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.
- (c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

## **ARTICLE 27 - CIVILIAN REVIEW**

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent

investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or

Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the

OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action, except that a summary of the mediation without identification of the names of the participants may be disclosed in an OPO closing report. The OPO shall publish a closing report at the end of any mediation services provided, including any agreements reached between the parties.

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the

officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all

documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions

and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the

OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a

summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the

Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to

decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

(l) All disciplinary decisions will be made by the Chief (or designee).

(m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(n) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

(o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(p) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information

expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(q) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guild's right to require the City to engage in collective bargaining as authorized by law.

(t) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(u) Prior to the release of any closing report by the OPO or OPOC, the Guild will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In

lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(w) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(x) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(y) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation

for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to

whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(aa) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(bb) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(cc) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that

includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(ee) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

## **ARTICLE 28 – SALARY SAVINGS PLAN**

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

### **A. Eligibility and Payment Terms**

	<b>Minimum Age</b>	<b>Age + Years of Service</b>	<b>Monthly Payment</b>	<b>Duration</b>
<b>LEOFF II</b>	53	78	\$500	8 years (96 months)
<b>LEOFF I</b>	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

### **B. Limits and Deadlines**

	<b>2010</b>	<b>Subsequent years</b>
<b>Number eligible</b>	10	10
<b>Deadline to apply for the incentive</b>	March 1, 2010	Dec. 31 of the prior year
<b>Deadline to retire</b>	August 30, 2010	Between January 1 and June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given

to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

**C. Disqualifications**

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

**D. COLA**

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

**E. Discontinuance/Reinstatement of Plan**

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE CITY OF SPOKANE:

\_\_\_\_\_  
Nadine Woodward  
Mayor

\_\_\_\_\_  
Scott Simmons  
Interim City Administrator

\_\_\_\_\_  
Craig Meidl  
Police Chief

\_\_\_\_\_  
Justin Lundgren  
Assistant Police Chief

\_\_\_\_\_  
Amber Richards  
Human Resources Director

\_\_\_\_\_  
Meghann Steinolfson  
Labor Relations Manager

Approved as to form:

\_\_\_\_\_  
Mike Ormsby  
City Attorney

FOR THE SPOKANE POLICE GUILD:

\_\_\_\_\_  
Kristopher Honaker  
President

\_\_\_\_\_  
David Dunkin  
Vice-President

\_\_\_\_\_  
Timothy Schwering  
Vice-President

\_\_\_\_\_  
Ty Snider  
Secretary

\_\_\_\_\_  
Ben Greer  
Treasurer

Attest:

\_\_\_\_\_  
Terri Pfister  
City Clerk

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	SBO for Emergency Rental Assistance Funding
<b>Date:</b>	1-20-2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<u>Executive Summary:</u>  To create a fund to deposit and contract funds received from the Department of Treasury for Emergency Rental Assistance.	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Emergency Rental Assistance 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 Emergency Rental Assistance Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Fund, the following changes be made:

FROM:	1760-95596	Emergency Rental Assistance Fund	
	99999-33121	Grant Revenue	<u>\$ 6,695,536.90</u>
TO:	1760-95596	Emergency Rental Assistance Fund	
	51040-54201	Contractual Services	<u>\$ 6,695,536.90</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 create a fund to deposit and contract funds received from the Department of Treasury for Emergency Rental Assistance, 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

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>Resolution for SIP Loan to fund Parking Meter Replacement</b>
<b>Date:</b>	2/4/2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution to approve a 5yr SIP Program to replace parking meter through the City.
<b>Background/History:</b> The Community and Economic Development Department has roughly 5,000 on-street spaces that need new Paid Parking Equipment.	
<b>Executive Summary:</b> The City of Spokane put out RFP 5207-19 Paid Parking Equipment and selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations. The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks. Subsequently, the remaining meters will be replaced over the next 3-4 years and the City will expand the parking management areas.  Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.	
<b>Financing Plan:</b> The Parking Meter Project will cost a total of approximately \$3,350,000 to replace 800 Duncan meters and 3,500 stalls over the course of 5 years. In addition to the \$3.35 million needed for the project, there will be a lump sum of \$2,656,623 due in 2025 for the balloon debt service payment on the LTGO 2016 bonds used to refund the Riverpark Square bonds. Combined, Parking Services will need a total of approximately \$6,156,622 financed over the next 5 years.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	

# Memo

To: Council President Beggs and City Council Members

From: Tonya Wallace, CFO

Cc: Mayor Woodward  
Tonya Wallace, CFO  
Kris Becker, Interim Community & Development Services Director  
Michelle Hughes, Accounting Director

Date: February 15, 2021

Re: Parking Meter SIP Loan Projections

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**Request:** Approve the first series as part of a SIP Loan strategy to replace the City's parking meters and provide a sinking fund for the LTGO 2016 Bonds.

**Background:** During 2019, the City issued an RFP to replace the parking equipment owned and managed by the City. As such, the City selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations. The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks. Subsequently, the remaining meters will be replaced over the next 3-4 years and the City will expand the parking management areas. Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

On Jan. 25<sup>th</sup>, staff introduced the financial strategy of utilizing internal funding, ie. a SIP loan, over a 5-year period to support the planned project. This was carefully considered after reviewing other options, cash funding from reserves or vendor financing, and updated financial projections. After COVID-19 impacted parking revenues, by an estimated \$3.3 million, cash funding was not a viable option. Vendor financing was reviewed but would have resulted in a higher cost *external* borrowing scenario.

The first 3 proposed series, issued in 2021, 2022, and 2023, will fund the necessary parking equipment and installation project. The final series, issued in 2025, will be to support, in part, the final debt service payment of the LTGO Bonds, Series 2016. This bond series requires a significant balloon payment in which it is projected that funding will not be sufficient at that time largely due to lost revenues caused by COVID-19.

<b>Downtown Parking</b>	<b>Actual 2019</b>	<b>Estimate 2020</b>	<b>Projections</b>					
			<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<i>Funding Sources:</i>								
Operating Revenue	\$ 3,948,389	\$ 2,449,618	\$ 3,195,181	\$ 4,066,841	\$ 4,148,178	\$ 4,189,660	\$ 4,231,556	\$ 4,273,872
GF Transfer	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
SIP Proceeds			\$ 1,200,000	\$ 1,200,000	\$ 1,200,000		\$ 2,600,000	\$ -
Sinking Fund								
<b>Total Sources</b>	<b>\$ 5,198,389</b>	<b>\$ 3,699,618</b>	<b>\$ 5,645,181</b>	<b>\$ 6,516,841</b>	<b>\$ 6,598,178</b>	<b>\$ 5,439,660</b>	<b>\$ 8,081,556</b>	<b>\$ 5,523,872</b>
<i>Funding Use:</i>								
Parking Operations	\$ 2,222,302	\$ 2,163,478	\$ 2,242,527	\$ 2,162,282	\$ 2,222,074	\$ 2,283,658	\$ 2,347,090	\$ 2,417,503
Capital Outlay	\$ 11,390	\$ -	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -
Interfund Services	\$ 443,687	\$ 286,398	\$ 526,209	\$ 531,196	\$ 547,132	\$ 563,546	\$ 580,452	\$ 597,866
Annual Debt Service	\$ 1,980,934	\$ 1,564,906	\$ 2,121,808	\$ 2,314,317	\$ 2,638,505	\$ 2,889,889	\$ 5,686,997	\$ 1,300,375
<b>Total Use</b>	<b>\$ 4,658,312</b>	<b>\$ 4,014,782</b>	<b>\$ 6,090,544</b>	<b>\$ 6,207,795</b>	<b>\$ 6,607,711</b>	<b>\$ 5,737,093</b>	<b>\$ 8,614,539</b>	<b>\$ 4,315,743</b>
Sinking Fund	\$ -	\$ -	\$ -	\$ -	\$ -			
Unappropriated Retained Earnings	\$ 1,339,596	\$ 1,024,432	\$ 579,069	\$ 888,115	\$ 878,582	\$ 581,148	\$ 48,165	\$ 1,256,294

**Notes:**

- \* Parking Fund lost an estimated \$2.3 million in 2020 and \$1.0 million in 2021 due to COVID-19. General Fund Revenue Stabilization Reserves may be required until the fund has fully recovered.
- \* Assumes five (5) years of SIP Loans to replace parking meters and install kiosks.
- \* A strategy needs to be implemented to incrementally increase certain parking fees to promote churn and cover the cost of the parking operations and capital expenditures.

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>SBO for SIP Loan proceeds Parking Meter Replacement</b>
<b>Date:</b>	2/4/2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to establish budget for SIP Loan proceeds, capital expenses and debt service in the in the Asset Management Fund and transfers to the Asset Management fund for the debt service as related to such SIP Loan for replacement of the parking meters.
<b>Background/History:</b> SBO to establish budget for loan proceeds, capital expenses and debt service related to replacement of Parking Meters	
<b>Executive Summary:</b> The Parking Meter Project will cost a total of approximately \$3,350,000 to replace 800 Duncan meters and 3,500 stalls over the course of 5 years. This SBO will establish budget for the 1 <sup>st</sup> of 5 years of installments. Future year's capital expenses related to this project will be adopted during the budget process.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Various Funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	5901-79221	Asset Management Fund	
	99999-38271	Other Long Term Debt Proceeds	\$1,200,000
	5901-79221	Asset Management Fund	
	39755-99999	Transfer in from Parking Meters	\$123,376
			<u>\$1,323,375</u>
TO:	5901-79221	Asset Management Fund	
	94000-56401	Machinery/Equipment	\$1,200,000
	5901-99999	Asset Management Fund	
	81200-57900	Other Debt	\$115,544
	5901-99999	Asset Management Fund	
	92000-58200	Interest on IF Debt	\$ 7,832
			<u>\$1,323,376</u>

Section 2. That in the budget of the Parking Meter Fund, and the budget annexed thereto with reference to the Parking Meter Fund, the following changes be made:

FROM:	1460-99999	Parking Meter Fund	
	99999	Unappropriated Reserves	<u>\$ 123,376</u>
TO:	1460-79221	Parking Meter Fund	
	97185-80102	Transfer to Asset Management Fund	<u>\$ 123,376</u>

Section 3. 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 establish budget for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement, 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

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation & Technology Service Department (ITSD)
<b>Subject:</b>	SBO for New Senior Business Systems Analyst Position
<b>Date:</b>	02/10/2021
<b>Author (email &amp; phone):</b>	Mike Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Eric Finch, CITO
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve SBO
<b>Background/History:</b> The City desires to make an investment to implement the next generation of the Legal Case Management platform (Justware to eSeries) for the Municipal Criminal Justice system  eSeries provides advanced solution configuration, system integration, and reporting capabilities that will advance Municipal Court's ability to improve operating efficiencies and outcomes. However, the cost of this advancement is a sharp increase in the technical and business management complexities that require a senior-level skill set and leadership abilities to navigate.  Estimated first year costs (6 months) are \$55,100, which will allow for the recruitment process.	
<b>Executive Summary:</b> Seeking approval for a new Senior Business Systems Analyst position to support the remaining eSeries implementation and maturity of the eSeries platform once implemented. The position will reside in the IT Fund and will be funded by a transfer in from the Criminal Justice Assistance Fund.	
<b>Budget Impact:</b> 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: Operating Xfer In from Criminal Justice Assistance Fund Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Criminal Justice Assistance Fund and Information Technology Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Criminal Justice Assistance Fund and Information Technology Fund, and the budget annexed thereto with reference to the Criminal Justice Assistance Fund and Information Technology Fund, the following changes be made:

**FROM:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1910	Criminal Justice Assistance Fund	1910-18100-23100-59951	Reserve for Budget Adjustment	\$55,100

**TO**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1910	Criminal Justice Assistance Fund	1910-18100-23100-80101	Operating Transfer Out	\$55,100

**FROM:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
5300	Innovation & Technology (IT) Fund	5300-73300-99999-39732	Operating Transfer In-Criminal Justice Fund	\$55,100

**TO:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
5300	IT Fund	5300-73300-18880-01620	Senior Business Systems Analyst	\$38,763
5300	IT Fund	5300-73300-18880-52110	Social Security	\$3,637
5300	IT Fund	5300-73300-18880-52210	Retirement	\$4,752
5300	IT Fund	5300-73300-18880-52310	Medical Insurance	\$6,774
5300	IT Fund	5300-73300-18880-52320	Dental Insurance	\$768
5300	IT Fund	5300-73300-18880-52330	Life Insurance	\$195
5300	IT Fund	5300-73300-18880-52340	Disability Insurance	\$147
5300	IT Fund	5300-73300-18880-52400	Industrial Insurance	\$64
				\$55,100

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 create a new position for long term support of the eSeries [criminal justice] solution, 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

*City Project Management Office*

# Senior Business System Analyst Justification

Legal Case Management System Support  
(eSeries)



# Purpose

Justify the approval of a full-time Senior Business Systems Analyst position for long-term support the eSeries platform.

*How am I going to do that?*

By highlighting the rise in both the technical and agency complexities emerging as the integrated eSeries solution takes shape.



*City Project Management Office*



# Agenda

- Municipal Criminal Justice Operating Landscape
- Legal Case Management System Overview
  - JustWare (Current State)
  - eSeries (Future State)
- Business Management Complexity
- Summary



*City Project Management Office*



# Municipal CrimJ Operating Landscape

## **Dynamic**

Ever-changing operational requirements:

- Court Rule Changes
- Supreme Court Rulings
- Legislative Changes (State or Local)
- State AOC Procedural Changes

*(Administrative Office of the Courts)*

Evolving reporting requests & requirements from Federal, State and Local agencies.

## **High-Volume\***

Case Creation & Management

- Criminal = 10,409
- Infraction = 13,647

*Does not include percentage of contested Parking and Photo Red cases*

Warrants Issuance & Management

- 5,476

*\*Based on 2019 volumes*

## **Complex**

300 = Approx. number of business processes.

*(Agency-Specific, Inter-Agency, External)*

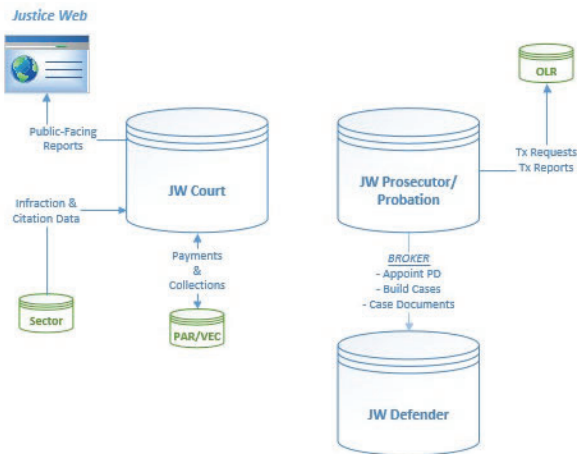
175 = Est. number of manual processes



*City Project Management Office*



# JustWare Environment – Current State



## Minimal Technical Footprint

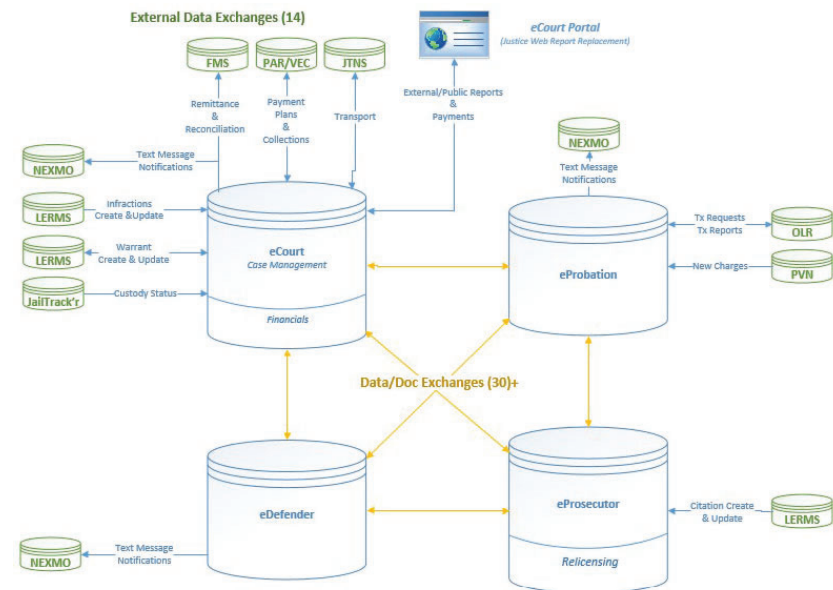
Requires 2 FTEs to support:

- Technical Care-Feeding
- Configuration Changes (Evolving Court Requirements)

## High Volume of Manual Processes (To Name a Few)

- Inter-Agency:
  - Case and Document Filing
  - Motions
  - Court Docket Scheduling
- External Agencies/Systems:
  - County Law Enforcement Records Management System
  - SPD Records (Warrants)
  - Detention Services (Custody Information)
  - City Accounting (FMS)

# eSeries Environment – Future State



## Significant Technical Footprint Expansion

### Internal/External Workflow Automation:

- 14 Integrations with County and State
- 30+ Inter-Agency Integrations (Just to get started)

**\*More tech to support (Lights On Doors Open)**

### Advanced Platform Capabilities for:

- Process Automation
- Reporting

**\*More enhancement requests to manage**



City Project Management Office



# Business Management Complexity

In its initial launch, eSeries will automate more than 30 inter-agency and 20 external-agency business processes.

*The demand for additional automation will continue to grow as the benefits are realized.*

## So What?

Process automation requires stakeholders to agree on standards for:

- Legal Document Format & Content
- Data Elements & Meaning
- Business Process Steps, Roles and Responsibilities

This is a new, and complicated, challenge as competing Agency priorities often work against standardization and automation.

*This dynamic requires senior-level agency and eSeries understanding to navigate competing agency interests and negotiate agreements.*

Data/Doc Exchanges (32)

#	Exchange name	Courts	Pros	Defenders	Prob
1	Statutes	From	To	To	To
2	Supervision Condition Updates	From	To	To	To
3	Judgment & Sentence	From	To	To	To
4	Court Calendar	From	To	To	To
5	Inmate Status	From	To	To	To
6	Warrants	From	To	To	To
7	Warrant Updates	From	To	To	To
8	I-CAOS Update	From	To	To	To
9	Specialty Court Assignment	From	To	To	To
10	Deceased Persons	From	To	To	To
11	Criminal: 001 - Court Shell Case	From	To		
12	Infraction: 001 - Contested	From	To		
13	PD Appointment of Counsel	From		To	
14	Court Case Document Update	From		To	
15	Supervision Initiation	From			To
16	I-CAOS	From			To
17	Alias Updates	To	From	From	From
18	Prosecution Assignment Update	To	From	To	
19	Criminal: 002 - Prosecute Case Filing	To	From		
20	Criminal: 002.5 - Prosecutor Case Filing	To	From		
21	Criminal: 003 - Decline	To	From		
22	PD Assignments	To	To	From	
23	Probation Assignments & Updates	To	To	To	From
24	Inter-Agency Documents for Signatures	To	To/From	To/From	
25	Probation Violation Notices	To		To	From
26	Probation Compliance	To			From
27	Public Defender Discovery Demand		From	To	
28	Prosecution Discovery Response		From	To	
29	Police Report for Probation		From		To
30	Plea Offers		From/to	To/From	
31	Public Defender Discovery Response		To	From	
32	Prosecution Discovery Demand		To	From	

City Project Management Office



Safer  
Smarter  
Healthier

# In Summary

*In the long-term support of the eSeries platform, this position provides the following:*

- Capacity to sustain the larger eSeries footprint (*Incident Response, System Upgrades, etc*)
- SR-level leadership that align Agency needs with eSeries capabilities that result in better outcomes for our Agencies, Defendants and Citizens through solutions such as:
  - Municipal Criminal Justice Agency Performance Measures
  - Continued Process Automation (Internal & External)
  - Blueprint for Reform Initiatives
    - Data/system integration (internal agencies, State AOC, County)
    - Pretrial release and RNR probation efforts
    - Quantify and evaluate programmatic efforts
- eSeries Product Improvement Roadmap (e.g. Integration w/ State)

*Without this position, the City will be challenged to realize the:*

- *ROI on this investment*
- *Benefit-potential the eSeries platform provides*

## **Position Information**

Title: Senior Business System Analyst (162)

Annual Salary (2021 Pay Plan Step 2): \$77,527

Estimated 2021 Salary Cost: \$38,763  
(Assumes 6 Months to allow for hiring process)

Potential Funding Source: Criminal Justice Fund

City Project Management Office



Building the  
City of Choice

Safer  
Smarter  
Healthier

# Memo

To: Members of the City Council  
From: Sally Stopher, Director of Grants, Contracts and Purchasing  
Date: February 10, 2021  
Re: Summary of 2020 COVID 19 Response Costs

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The City of Spokane responded to the COVID 19 pandemic in numerous ways in 2020. These responses included activities such as:

- Emergency response activities by our first responders
- Participation in the regional EOC
- Activities to create COVID-19 compliant shelter solutions for those experiencing homelessness
- Creating telecommuting options for staff able to work from home
- Purchasing personal protective equipment (PPE) for the safety of employees
- Providing funding to help mitigate the negative economic impacts to our businesses and community members

The attached spreadsheet shows a summary of costs related to this response by category as well as the funding that supported each cost. It is important to note that program-specific pass through funding and expenditures such as CDBG-CV and ESG-CV are not included in this report.

2020 COVID 19 Response Expenditures*	Total Cumulative CARES Expenditures	Total Cumulative FEMA	Total Cumulative City Paid Expenditures	TOTAL
<b>Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ 48,762.04			
B. Medical and protective supplies, including sanitation and PPE	\$ 112,875.66	\$ 214,125.10		
C. Disinfecting public areas and other facilities	\$ 41,513.62	\$ 31,070.09		
D. Technical assistance on COVID-19 threat mitigation	\$ -			
E. Public safety measures undertaken	\$ 66,937.99	\$ 26,984.67		
F. Quarantining individuals	\$ 1,627.06			
G. Other:	\$ 3,997.29			
<b>Sub-Total:</b>	<b>\$ 275,713.65</b>	<b>\$ 272,179.86</b>		<b>\$ 547,893.51</b>
<b>Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ 122,571.28			
B. Public Health	\$ 596,548.77	\$ 479,638.65		
C. Health Care	\$ -			
D. Human Services	\$ -			
E. Economic Development	\$ -			
F. Other:	\$ -		\$ 1,479,365.30	
<b>Sub-Total:</b>	<b>\$ 719,120.05</b>	<b>\$ 479,638.65</b>	<b>\$ 1,479,365.30</b>	<b>\$ 2,678,124.00</b>
<b>Expenses to facilitate compliance with COVID-19-measures</b>				
A. Food access and delivery to residents	\$ -			
B. Distance learning tied to school closings	\$ -			
C. Telework capabilities of public employees	\$ 174,739.28		\$ 71,973.00	
D. Paid sick and paid family and medical leave to public employees	\$ 489,793.62		\$ 170,366.59	
E. COVID-19-related expenses in county jails	\$ -			
F. Care and mitigation services for homeless populations	\$ 1,349,863.80			
G. Other:	\$ 209,583.04			
<b>Sub-Total:</b>	<b>\$ 2,223,979.74</b>		<b>\$ 242,339.59</b>	<b>\$ 2,466,319.33</b>
<b>Economic Supports</b>				
A. Community Economic Support	\$ 6,771,186.57			
B. Payroll Support Programs	\$ -			
C. Other:	\$ -			
<b>Sub-Total:</b>	<b>\$ 6,771,186.57</b>			<b>\$ 6,771,186.57</b>
<b>TOTAL:</b>	<b>\$ 9,990,000.00</b>	<b>\$ 751,818.51</b>	<b>\$ 1,721,704.89</b>	<b>\$ 12,463,523.40</b>

\* City CARES and FEMA funding only. Other pass through funding and expenditures not shown

# 2021 Budget Survey

Finance and Administration Committee

Feb. 22, 2021

# 2021 Budget Survey - Results

- Most responses from Managers and Executives in the General Fund.
- Average rating of all questions (scale of 0-4, 0 being not at all satisfied and 4 being very satisfied) was 2.57.
  - Highest was 2.86 regarding information and getting answers to questions.
  - Lowest was 2.34 regarding public involvement.

What was the best part of the 2021 budget process? *The collaboration and a focus more on priorities and policy, less stressful.*

- “Shift to priority-based budgeting philosophy.”
- “Early and frequent collaboration between Council and Administration.”
- “Paul has made the budget process much better.”

What would you like to see changed for 2022? *Communication! And visibility into the decision-making process.*

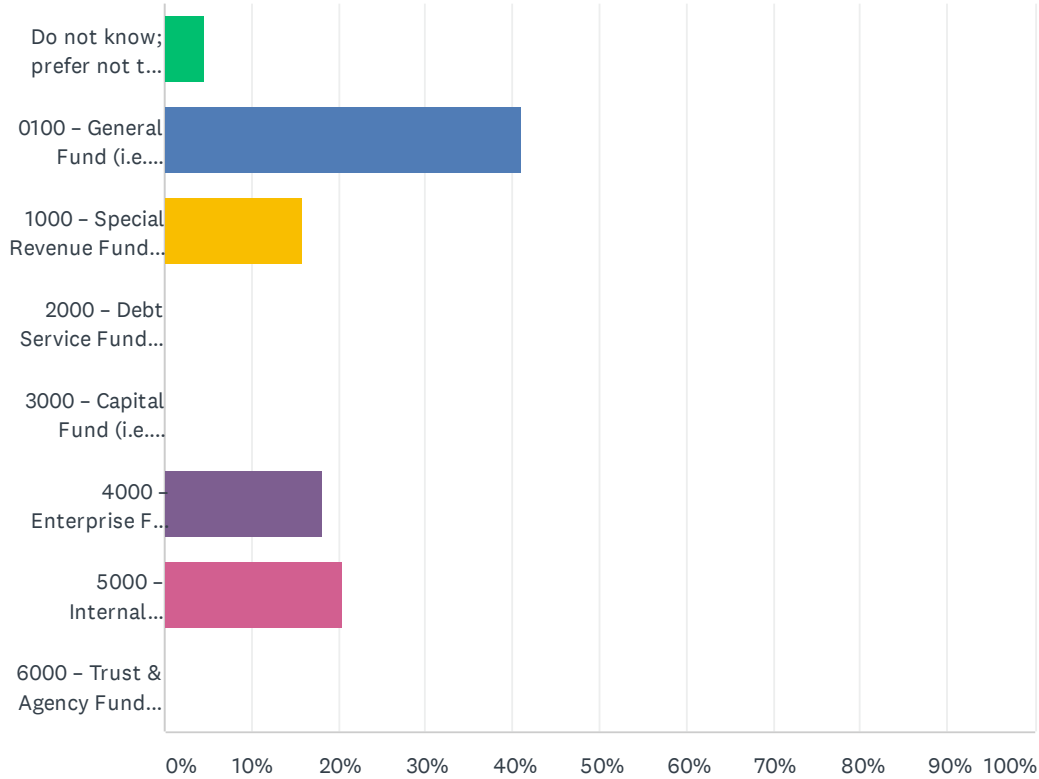
- “Communication!!!”
- “Need better visibility with Council and Administration...”
- “More transparency from leadership.”

What should be the highest priority for the 2022 budget process? *Planning, communication, and funding essential services first.”*

- “Aligning budget decisions with strategic objectives...”
- “Full planning process...” and “Fiscal responsibility...provide critical services at a reasonable price.”
- “...basing our budget decisions on actual revenues instead of the previous year’s budget.”

## Q1 I. Which fund group is your department?

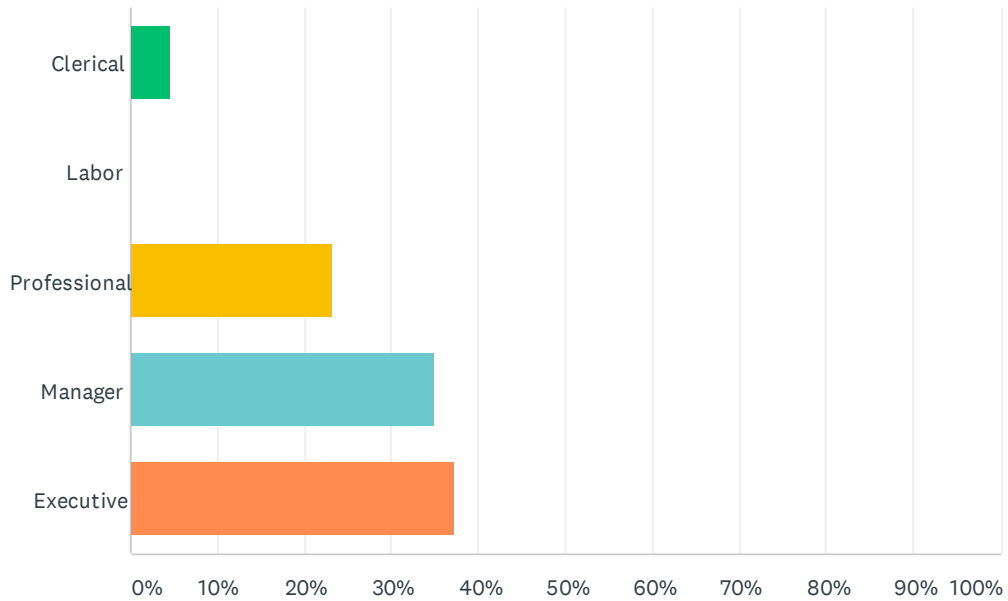
Answered: 44   Skipped: 1



ANSWER CHOICES	RESPONSES	
Do not know; prefer not to answer	4.55%	2
0100 – General Fund (i.e. 0230-Civil Service, 0410-Finance, 0680-Police)	40.91%	18
1000 – Special Revenue Fund (i.e. 1100-Street, 1300-Library, 1970-Fire/EMS)	15.91%	7
2000 – Debt Service Fund (i.e. 2100-GO Bond Redemption Fund)	0.00%	0
3000 – Capital Fund (i.e. 3200-Arterial Street Fund)	0.00%	0
4000 – Enterprise Fund (i.e. 4100-Water, 4250-ICM, 4500-Solid Waste)	18.18%	8
5000 – Internal Service Fund (i.e. 5100-Fleet, 5300-ITSD, 5600-Accounting)	20.45%	9
6000 – Trust & Agency Fund (i.e. 6100-Retirement)	0.00%	0
<b>TOTAL</b>		<b>44</b>

## Q2 What level are you in your department?

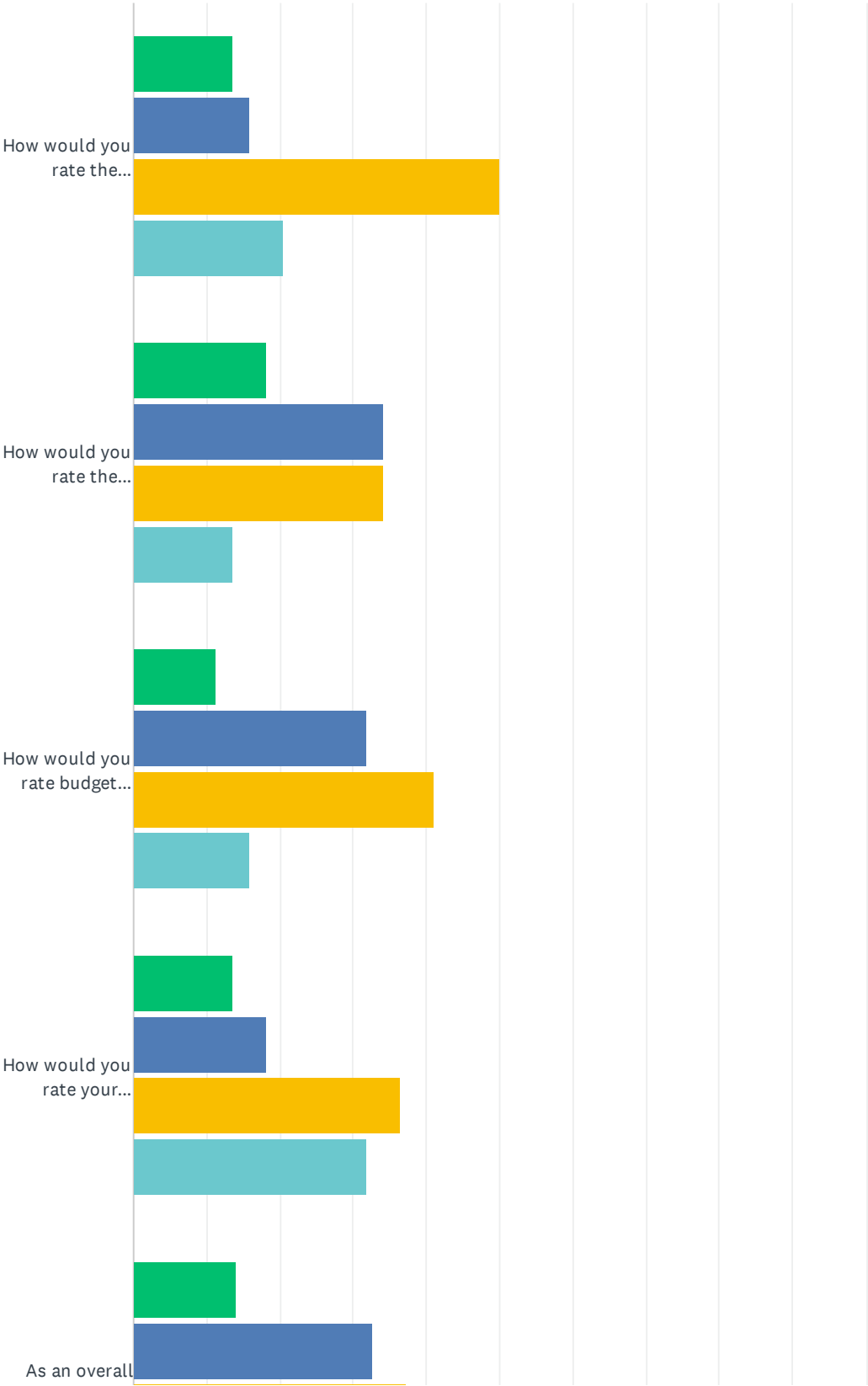
Answered: 43 Skipped: 2



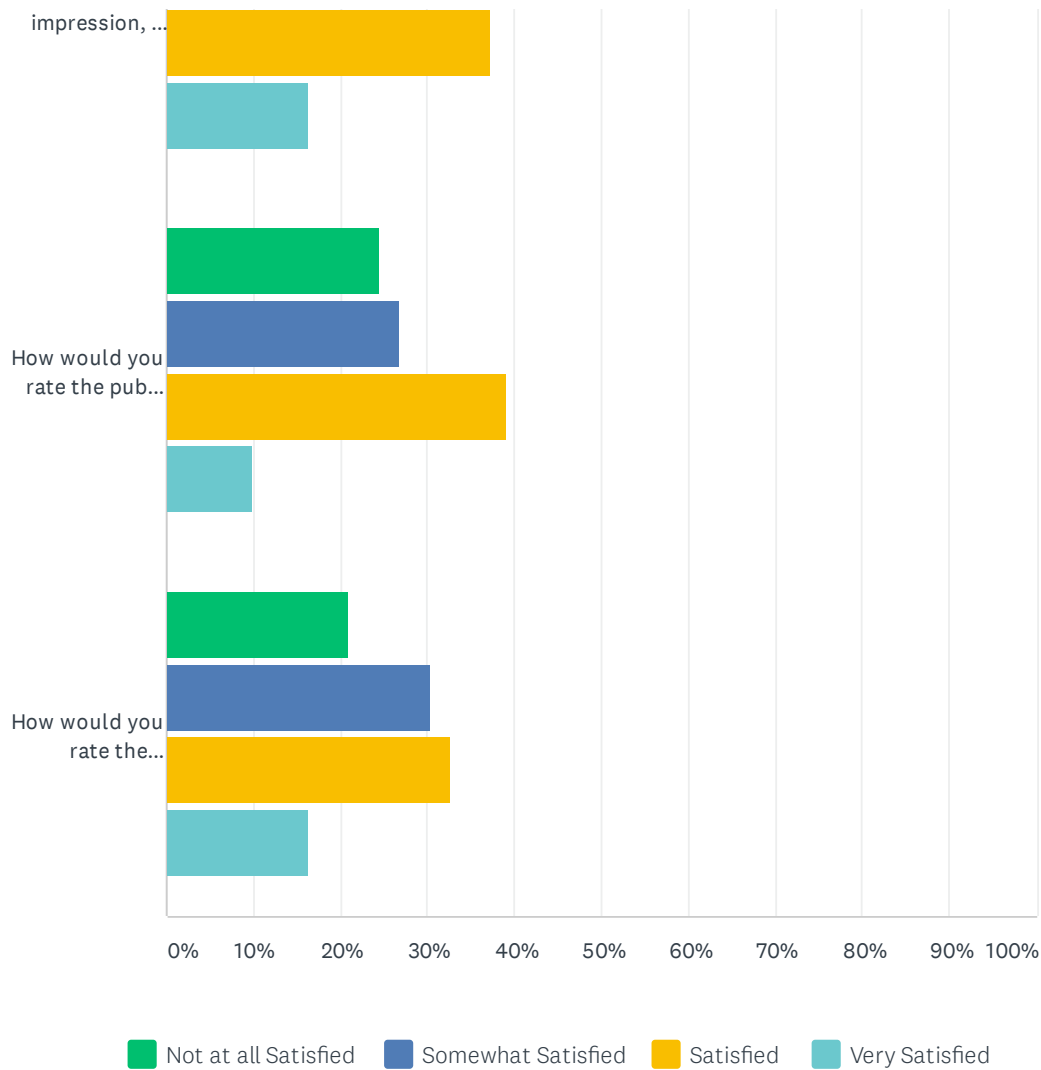
ANSWER CHOICES	RESPONSES	
Clerical	4.65%	2
Labor	0.00%	0
Professional	23.26%	10
Manager	34.88%	15
Executive	37.21%	16
TOTAL		43

Q3 On a scale of 1-Not at all Satisfied to 4-Very Satisfied, please respond to the following questions:

Answered: 44   Skipped: 1



## Budget Survey



	NOT AT ALL SATISFIED	SOMEWHAT SATISFIED	SATISFIED	VERY SATISFIED	TOTAL	WEIGHTED AVERAGE
How would you rate the outcome of the 2021 Budget process?	13.64% 6	15.91% 7	50.00% 22	20.45% 9	44	2.77
How would you rate the overall communication regarding budget priorities and process?	18.18% 8	34.09% 15	34.09% 15	13.64% 6	44	2.43
How would you rate budget instructions and budget information from the budget office?	11.36% 5	31.82% 14	40.91% 18	15.91% 7	44	2.61
How would you rate your ability to obtain information or get answers to your questions in a timely manner?	13.64% 6	18.18% 8	36.36% 16	31.82% 14	44	2.86
As an overall impression, how would you rate the 2021 budget process compared to historical processes?	13.95% 6	32.56% 14	37.21% 16	16.28% 7	43	2.56
How would you rate the public involvement?	24.39% 10	26.83% 11	39.02% 16	9.76% 4	41	2.34
How would you rate the transparency of the budget and the budget process?	20.93% 9	30.23% 13	32.56% 14	16.28% 7	43	2.44

## Q4 What was the best part of the 2021 budget process?

Answered: 38   Skipped: 7

## Budget Survey

#	RESPONSES	DATE
1	It's always enlightening to know the totals, percentages of the pie, and whether or not it reflects the balances of responsibility	2/15/2021 9:42 AM
2	Pretty simple for our department	2/12/2021 1:02 PM
3	Shift to priority based budgeting philosophy.	2/12/2021 10:42 AM
4	Paul, and his demeanor	2/11/2021 10:46 AM
5	collaboration between Council and Administration	2/11/2021 9:44 AM
6	It appeared to be more policy driven and it was a bit more hands-off in regard to the actual budget system inputs and specific numbers compared to past years.	2/11/2021 9:36 AM
7	No layoffs; ability to utilize reserves	2/11/2021 9:27 AM
8	Having a CFO that was involved.	2/11/2021 9:15 AM
9	It moved relatively smoothly; didn't require a lot of duplicate work.	2/11/2021 8:40 AM
10	Early and frequent collaboration between Council and Administration. My frustration was that it took a bit of time for the Administration to acknowledge that the Council makes the final choices on the budget.	2/11/2021 8:36 AM
11	I was able to get our budget white paper approved	2/10/2021 8:36 PM
12	Preparation with management and executives within my department.	2/9/2021 11:15 AM
13	Attempt to make initiative based	2/9/2021 9:57 AM
14	Communication, education and support provided by my accountants (Angela's group)	2/8/2021 1:59 PM
15	Early Approval	2/8/2021 8:42 AM
16	There wasn't a public and contentious fight between the Administration and City Council. For the most part there seemed to be alignment in priorities - however, some council members voiced their frustration at being left out of the negotiations. I do appreciate the Mayor's collaborative philosophy.	2/5/2021 1:06 PM
17	Nothing comes to mind	2/5/2021 10:50 AM
18	Not presenting to City Council	2/5/2021 9:36 AM
19	i am familiar with PBB and like that we are moving in that direction	2/5/2021 7:29 AM
20	I think the city did a great job of taking the stress and worry out of the process and outcomes. 2020 was stressful enough for many people so I appreciate the big heart approach.	2/4/2021 7:05 PM
21	The successful effort to get it approved	2/4/2021 2:59 PM
22	It was shorter than usual, which was a good thing.	2/4/2021 2:36 PM
23	Finishing it	2/4/2021 2:11 PM
24	My budget accountant, Yan Wang.	2/4/2021 1:33 PM
25	That it appears to be finished.	2/4/2021 1:20 PM
26	In our case, the FD Admin's involvement was really hampered with COVID and the organizations focus on that problem. We weren't involved as much as years prior, however realistically everything was bare bones and we understand that we're all in a zero-growth reality.	2/4/2021 1:10 PM
27	Paul has made the budget process much better.	2/4/2021 12:19 PM
28	Not having to use the budget planner!	2/4/2021 12:13 PM
29	Being in accounting, it was nice to have it later in 2020 so we had of an idea of needs for 2021	2/4/2021 12:11 PM
30	It was balanced	2/4/2021 12:11 PM
31	Tanya used small words and spoke slowly when explaining the material. Exactly what I	2/4/2021 12:06 PM

## Budget Survey

	needed.	
32	Finishing it!	2/4/2021 12:03 PM
33	Paul Ingiosi was always gracious and very helpful.	2/4/2021 11:55 AM
34	The best part is that my Accounting Team took care of taking my budget through the process because I don't know how it works. I provided the input, and they made the updates and moved it through.	2/4/2021 11:45 AM
35	Not having to manually do the budget planner reports.	2/4/2021 11:43 AM
36	Paul Ingiosi, is very easy to work with and gets things taken care of	2/4/2021 11:43 AM
37	More time was allowed for hopefully a more accurate outcome	2/4/2021 11:41 AM
38	The best part of the budget process was the transparency with which it was planned and executed.	2/4/2021 11:12 AM

## Q5 What would you like to see changed for 2022?

Answered: 38   Skipped: 7

## Budget Survey

#	RESPONSES	DATE
1	Need better visibility with Council and administration for positions and program priorities. The budget process was too short to fully understand how the budget would be utilized in 2021.	2/17/2021 9:57 AM
2	Pure budget is just numbers. Relating how responsibility, access to information, and influence are attached is what I'm interested in.	2/15/2021 9:42 AM
3	less last minute changes by council	2/12/2021 1:02 PM
4	Build on the priorities and ensure that funds are appropriated to priorities first.	2/12/2021 10:42 AM
5	Process needs to begin sooner for 2022. It felt rushed for 2021	2/11/2021 10:46 AM
6	Making sure Administration defers to Council in policy matters	2/11/2021 9:44 AM
7	I worked for another jurisdiction for many years and I was surprised at the minimal staffing and attention that Spokane gave to the policy side of the budget process. There was a great amount of attention given to balancing and actual budget data input but there seemed to be little centralized attention to actual budget policy. I feel this may be changing, and as Spokane becomes larger and more complex this policy analysis will become more important.	2/11/2021 9:36 AM
8	Adequate funding for existing statutorily mandated functions	2/11/2021 9:27 AM
9	Let departments submit actual realistic budgets based on their needs.	2/11/2021 9:15 AM
10	Greater transparency into proposed changes from the City Council--rather than through resolutions distributed over a weekend and voted on the next day.	2/11/2021 8:40 AM
11	Even earlier collaboration between Council and Administration. I would also like to utilize an online budget interactive tool for the public.	2/11/2021 8:36 AM
12	It was difficult to know the status of our request at any point. I was actually surprised when I heard the mayor's brief that it had made the final proposed budget. Then I didn't hear anything at all after that. I did not know if it made it through the public process. We had to enquire about the status after the City Council vote to find out it had made the cut.	2/10/2021 8:36 PM
13	Some type of calendar, maybe not as detailed as prior years, just an expected date for presenting to council by fund type.	2/9/2021 11:15 AM
14	Full planning process, retreat, executive reviews, integration with strategic plan, comp plan, CIP, and department initiatives so we can prioritize and resource.	2/9/2021 9:57 AM
15	I was not aware of changes in the public processes, and would like to learn more about that portion, and more about Mayor's priorities as well.	2/8/2021 1:59 PM
16	More direct involvement by the Department Managers	2/8/2021 8:42 AM
17	Communication!!! There were significant changes that were only ever talked about at a very high level and the details and impacts of those changes never made their way down to even the Department head level. We rely on our Accountants to navigate the budget process for us, but Accounting staff didn't have any more information than we did. We knew there were changes, but we didn't know what they were. So we all relied on the way we've always done things - only to find out that we weren't allowed to use those tools anymore after the fact. The lack of staffing in the budget office and accounting meant that things got missed. There were significant operational impacts based on these mistakes. Staff did not have direct access to the Mayor or City Administrator - we were told to funnel requests through the CFO who would make the request on our behalf. But the CFO was brand new and did not have all of the information or background to appropriately represent the requests. It would appear that the CFO took on duties that are outside of her area of responsibility and expertise. There were so many new people on the 7th floor, it probably would have been helpful to include some people with institutional knowledge of the City's operations.	2/5/2021 1:06 PM
18	Communication	2/5/2021 10:50 AM
19	Much better communication. I had no idea what was going on with my budget. The budget "exercise" in May was never communicated that was going to be a reality and we were unprepared for the cuts made. I actually manage an internal services fund as well as two general fund accounts and it was really frustrating. In the actual 2021 budget process, changes made after we submitted but before Council approved were also not communicated, resulting in	2/5/2021 9:36 AM

## Budget Survey

quite a bit of frustration and clean-up after the fact. I've been involved with the budget process since 2008 and this was the worst experience in that time.

20	more clarity around the process, much more communication and time to respond to requests for our departments	2/5/2021 7:29 AM
21	I don't feel like we had much interaction with Council. 5 minutes isn't much time to tell a story. Ultimately, the library board (via RCW) should be making the recommendation to City Council and I feel we were able to better engage in this relationship in past years.	2/4/2021 7:05 PM
22	Increased planning with departments and Budget Office to identify IT needs, prioritize them, and confirm funding.	2/4/2021 2:59 PM
23	Salary control for Police and Fire and adequate funding of uniform overtime.	2/4/2021 2:36 PM
24	More proactivity and transparency	2/4/2021 2:11 PM
25	An ability to restore pre-pandemic line items that had to be eliminated due to the resulting budget crisis.	2/4/2021 1:33 PM
26	Understanding of what the process is supposed to be like.	2/4/2021 1:20 PM
27	Our capital needs have been urgently growing for 5 years. The SIP was a bandaid at first, but the needs are dramatically larger than what is funded (e.g. Stations 7, 15, and Station 5 bay were purposefully removed from CIP prior). We need to develop a better way to plan to identify everything that needs critical attention.	2/4/2021 1:10 PM
28	I missed seeing the budget calendar we have been provided in prior years.	2/4/2021 12:19 PM
29	Allocation spreadsheet need to be done in June at the earliest. We need to know all of the changes that will take place in the department before we prepare the allocation spreadsheet.	2/4/2021 12:13 PM
30	Better communication regarding due dates and ability to plan ahead by knowing dates would be great. 2021 process was obviously due to COVID, but was still a bit of confusion on the process.	2/4/2021 12:11 PM
31	Not an overall across the board % cut. When you are a smaller general fund department that has given over the years. There is nothing to give. We now have no education, travel, no employee reimbursement for required expenditures, etc.	2/4/2021 12:11 PM
32	Another zero added to the end of my total authorized budget.	2/4/2021 12:06 PM
33	Better comparative with YTD expenditures and expected revenues. Stated differently (how close were we on projecting last year's budget? Helps us tweak it if we guessed wrong.	2/4/2021 12:03 PM
34	Much better communication. Most years, the budget process starts in July with lots of info and plenty of time to work on our budgets. 2020 had no info, poor communication, just three weeks to complete a budget and then it was locked and didn't allow for any changes. A completely different process than normal and felt rushed, and last minute. The accounting team assigned to my department was unhelpful and never had any real information nor any suggestions, tips, or any real interest in assisting us through the process.	2/4/2021 11:55 AM
35	I would like to learn more about how the budgeting process works. And, as a Department Head, I would like to learn 'what' I'm responsible for within the process and 'how' to accomplish those tasks. I lean heavily on my Accounting Team to get me through it.	2/4/2021 11:45 AM
36	When we start too early in the year we end up having to redo it numerous times as (more/new) information becomes available.	2/4/2021 11:43 AM
37	More transparency from leadership	2/4/2021 11:43 AM
38	For 2022, I believe positive changes are being implemented in order to ensure adequate business planning takes place prior to finalizing the budget.	2/4/2021 11:12 AM

## Budget Survey

#	RESPONSES	DATE
1	Starting early and understanding from the administration and council how the City departments have historically used the budget process not only in development but also in operating.	2/17/2021 9:57 AM
2	Recognizing that budgeting and accounting are not just numbers. Those are how the city's accountability and responsibility are reflected. Surveying the public may not be as useful as it may feel to some budget executives.	2/15/2021 9:42 AM
3	not sure	2/12/2021 1:02 PM
4	Sustainable funding for ongoing commitments	2/12/2021 10:42 AM
5	All City Departments should have to present to Council--including internal services departments	2/11/2021 10:46 AM
6	Keeping reserves intact	2/11/2021 9:44 AM
7	As in every jurisdiction in the country it will be dealing with reduced revenues from the Covid pandemic and maintaining adequate service levels.	2/11/2021 9:36 AM
8	Public Safety	2/11/2021 9:27 AM
9	Having a budget based in reality, rather than funding the council's priorities.	2/11/2021 9:15 AM
10	Ensuring that the City is in a good financial position as we come out of the pandemic. We need to make sure that we support our most critical services for citizens before making new investments.	2/11/2021 8:40 AM
11	Alignment with the soon to be updated City Strategic Plan.	2/11/2021 8:36 AM
12	I think that coming out of COVID, we should focus on opportunities for people to be out (such as parks). Public Safety and Streets are also high on my list. you did a great job taking care of employees despite the pandemic...keep that up!	2/10/2021 8:36 PM
13	Not sure.	2/9/2021 11:15 AM
14	Full planning process, incremental steps will not get us to the integrated plan, resource strategy, or strategic outcomes we need as a City	2/9/2021 9:57 AM
15	Fiscal responsibility: We have a duty to our citizens to provide critical services at a reasonable price. I love the concept of Priority Based Budgeting as well, it respects the public's right to transparency and gives decision-making power to the leaders they elected to represent them.	2/8/2021 1:59 PM
16	Communications between the Department Managers and the Accounting Team. Specifically in regards to the Operating needs of the Departments	2/8/2021 8:42 AM
17	Communication!!! The CFO made several presentations to Department Heads, but they were at such a high level, they didn't really provide any information. When we had questions and took them to the budget/accounting team, they didn't have any more information than we did (sometimes we had more than them)! It was frustrating that all communication was funneled through one person (the CFO). In the past, we have been allowed to present to Council and the Administration and have thoughtful conversations about our operations, challenges, and successes. The Council needs that operational input directly from the departments, because when they don't have it, they fill in the blanks with rumor and conjecture. And a brand new CFO was in no place to be able to offer any of that information (and when she tried, she was often wrong). The CFO removed all of those opportunities from us. The CFO should also insure that any changes she makes does not have unintended impacts - and she should do this by talking to people who have institutional knowledge. I am not saying change is bad - we definitely need it! - but the CFO was operating in a bubble without all of the facts.	2/5/2021 1:06 PM
18	Allow enough time to work through the budget	2/5/2021 10:50 AM
19	More clear communication about timelines and process, and involving department heads and their accounting manager (who also seemed out of the loop).	2/5/2021 9:36 AM
20	aligning budget decisions with strategic priorities, re-evaluating how we fund support services within the organization to allow for improved organizational health	2/5/2021 7:29 AM
21	Refinement and adding in new layers. I think a decent baseline was established given the circumstances of covid and new leadership...so building on what was good.	2/4/2021 7:05 PM

Q6 What should be the highest priority for the 2022 budget process?

Answered: 37   Skipped: 8

## Budget Survey

22	Resources to meet the required business needs of each Division and then prioritize the expectations/wants of each Division	2/4/2021 2:59 PM
23	Curtailing spending on homeless initiatives, revenue maximization, facility repairs, and a review of internal service fund reserves.	2/4/2021 2:36 PM
24	Proactive and innovative solutions	2/4/2021 2:11 PM
25	If possible, restoring pre-pandemic budget amounts.	2/4/2021 1:33 PM
26	Communication and sharing of information	2/4/2021 1:20 PM
27	For us, it is rightsizing the overtime budget and building a solution to our capital problems.	2/4/2021 1:10 PM
28	I feel Paul is fantastic at answering questions in a timely manner. Would love to see that continue.	2/4/2021 12:19 PM
29	Being in accounting, open and clear communication would be my highest priority to ensure everyone is on the same page.	2/4/2021 12:11 PM
30	Emergency Services	2/4/2021 12:11 PM
31	Take care of the essentials first, don't drain our "rainy day fund" for special projects, limit special projects that only a few may want (but don't benefit the whole community).	2/4/2021 12:06 PM
32	Encourage every employee to get the Covid Vaccination	2/4/2021 12:03 PM
33	A well organized process that starts early with plenty of good communication along the way.	2/4/2021 11:55 AM
34	De-mystify the process. Make the decision making and outcomes more transparent.	2/4/2021 11:45 AM
35	Capital; then Maintenance.	2/4/2021 11:43 AM
36	Let the accountants etc. know from the top what the goal post are, and have Integrated Capital Management create a sustainable plan	2/4/2021 11:43 AM
37	The highest priority for the budget process should be to ensure we are basing our budget decisions on actual revenues instead of the previous year's budget.	2/4/2021 11:12 AM

# Memo

**To:** Council President Beggs and City Council Members

**From:** Michelle Hughes, Accounting Director

**Cc:** Mayor Woodward  
Tonya Wallace, CFO  
Scott Simmons, Interim City Administrator  
Sarah Nuss, EM Director

**Date:** February 11, 2021

**Re:** 2021 Windstorm Event

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On January 11, 2021, a 71-mph gust recorded at the Spokane International Airport making the 2021 windstorm as strong as the historic storm in 2015 that led Washington Gov. Jay Inslee to declare a state of emergency. As a result, the City incurred an estimated \$2.7 million in costs in property damage, cleanup, and subsequent consequences.

The City submitted the projected costs to the Department of Emergency Management for consideration of FEMA reimbursement. However, Spokane did not meet the criteria or threshold for consideration.

Thus, of the estimated \$2.7 million, more than \$2.4 million would need to be funded from the General Fund Contingency Reserve. The highest costs are related to park tree damage and removal, amounting to nearly \$165,000, and damage to the historical butterfly exhibit and other park assets, totaling nearly \$735,000. And, while indirectly related to the windstorm, the Pleasant Valley hillside erosion project will cost an estimated to be up to \$1,000,000. This was caused by significant rain that eroded much of the hillside and was then further impacted when the wind gusts from the storm toppled trees.

Expenses to other funds total about \$356,000. These costs will be covered from relevant fund balance or retained earnings.

# Windstorm 2021

Projected costs

# Overview

- ▶ On January 11, 2021 a 71-mph gust recorded at the Spokane International Airport making the 2021 windstorm as strong as the [historic storm in 2015](#) that led Washington Gov. Jay Inslee to declare a state of emergency.
- ▶ The City of Spokane compiled projected costs of the storm and submitted them to the Department of Emergency Management for the consideration of FEMA reimbursement.
- ▶ Spokane did not make the list of eligible candidates for FEMA Reimbursement.
- ▶ Various Departments incurred windstorm cleanup costs that were not budgeted in 2021
- ▶ As of today the City of Spokane has projected additional costs of the 2021 Windstorm to be reaching approximately \$1.7 million dollars.
- ▶ Related event of landslide approximately costing \$1 million dollars.

# General Fund

Category	Cost Estimate *
Fire personnel	\$ 8,381
General Property Damage	\$ 14,568
Vehicle Loss	\$ 26,246
Tree removal	\$ 164,913
Park Asset Damage	\$ 732,995
Peaceful Valley Hillside	\$1,000,000
Contingency	\$ 250,000
<b>TOTAL GENERAL FUND</b>	<b>\$2,397,103</b>

\* Funded from the General Fund Contingency Reserve

# Other Funds

Category	Cost Estimate *
Downed power lines, poles, cleanup	\$270,869
Wastewater lift station	\$1,200
Tree removal	\$84,885
<b>TOTAL OTHER FUNDS</b>	<b>\$356,954</b>

\* Funded from the fund balance and retained earnings from the Streets Fund and Solid Waste Funds.

## 2021 Windstorm Cost Estimates

	COST ESTIMATE
<b>General Fund Impacted</b>	
Asset Management	
Rental Property Damages and Tree Removal	\$4,465
Fire Department	
Vehicle loss and cost of driver extrication	\$26,246
Additional staff costs for dispatch and Fire Dept. support	\$8,381
Parks and Recreation	
Removal of hazardous trees, mitigation to restore safety	\$164,913
Damages to various parks, golf courses, buildings and historic features	\$732,995
Non-Departmental	
Building damage Monroe/Mallon	\$10,103
Pleasant Valley landslide - geotechnical emergency support	\$170,000
Pleasant Valley landslide - public works contract to remedy & repair	\$1,170,000
Contingency	\$250,000
<b>TOTAL FOR GENERAL FUND</b>	<b>\$2,397,103</b>
<b>Other Funds Impacted</b>	
Solid Waste Collection	
Downed power lines, blocked streets, and damaged homes	\$26,648
Solid Waste Disposal	
Downed power lines, blocked streets, and damaged homes	\$54,030
Wastewater	
Failure of wastewater lift station	\$1,200
Tree removal from right of way	\$84,885
Streets	
Damage to Roads, signs, traffic signals, and poles	\$190,191
<b>TOTAL FOR OTHER FUNDS</b>	<b>\$356,954</b>
<b>TOTAL FOR WINDSTORM</b>	<b>\$2,754,057</b>

## 55 W. Mission and 527 S. Cannon Funding Requirements

County CRF	\$2,000,000
Additional County CRF (up to)	\$900,000
Additional Spokane CRF (up to)	\$200,000
Spokane CRF (up to)	\$750,000
<b>Total Funding Committed</b>	<b>\$3,850,000</b>

Expended Amount	\$0
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<b>Remaining Committed Funding Balance</b>	<b>\$3,850,000</b>
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\$3,850,000

\$1,225,000

# MEMO



**Finance Division**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3313  
(509) 625-6845

**Tonya Wallace**  
Chief Financial Officer

*JW*  
To: Mayor Woodward, Council President Beggs, & City Council Members  
From: Tonya Wallace, Chief Financial Officer  
Date: February 15, 2021  
Subject: General Fund Update

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Attached for your information is an update of changes in the General Fund through January 2021.

Please let us know if you have any questions.

2021 Budget as of 1/31/21	\$212,742,791
2021 Adopted Budget	<u>\$208,569,897</u>
Net Addition to Budget	\$ 4,172,894

TW: ab  
pc: Acting City Administrator Scott Simmons

Attachment

**ALL CHANGES INCREASING OR DECREASING THE GENERAL FUND AS OF January 31, 2021**


<b>Date</b>	<b>Department</b>	<b>Reason</b>	<b>Additional Expenditure</b>	<b>From Unapp. Reserves</b>	<b>From Add'tl Revenue</b>	<b>Encumbrance Carryover</b>	<b>Operating Transfer In</b>	<b>Reference Document</b>
1/13/2021	Public Defender	Washington State Office of Public Defense Grant	\$50,000.00		\$ 50,000.00			C36002
1/31/2021	General Fund	Encumbrance Carryover	\$4,122,894.00			\$ 4,122,894.00		C36007
		<b>Total</b>	<b>\$4,172,894.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$4,122,894.00</b>		

# MEMO



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808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3313  
(509) 625-6845

**Tonya Wallace**  
Chief Financial Officer

To: Mayor Woodward, Council President Beggs, & City Council Members  
From:  Tonya Wallace, Chief Financial Officer  
Date: February 15, 2021  
Subject: Intrafund Budget Transfer Report for January 2021

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In accordance with SMC 7.09 – Intrafund Budget Transfers, Section 7.09.020 - Report required, attached please find the report for January 2021.

Please let us know if you have any questions.

TW/ab

pc: Acting City Administrator Scott Simmons

Attachment

<b>Intrafund Budget Transfers</b>				
Per SMC 7.09.020				
Report for January 2021				
FUND/DEPT	FROM	TO	AMOUNT	PURPOSE
0330 - Communications	Public Information	Public Information	\$67,840.00	Position reclassification
0680 - Police	Police Officer	Corporal	\$101,547.00	Position reclassification
0680 - Police	Senior Police Officer	Sergeant	\$119,384.00	Position reclassification
0680 - Police	Senior Police Officer	Sergeant	\$117,510.00	Position reclassification
0680 - Police	Police Officer (5)	Senior Police Officer (5)	\$438,675.00	Position reclassification
0680 - Police	Major	Sergeant	\$191,119.00	Position reclassification
0680 - Police	Police Evidence Tech I	Police Evidence Tech II	\$63,210.00	Progressive promotion
0680 - Police	Laborer I	Fleet Administrator	\$60,469.00	Position reclassification
0680 - Police	Police Radio	Police Radio Dispatcher	\$71,005.00	Progressive promotion
0700 - Public Defender	Public Defender II	Public Defender I	\$52,847.00	Downgrade of a vacant position for hiring
1100 - Street	Bridge Maintainer I	Concrete Finisher	\$41,851.00	Position reclassification
1400 - Parks and Recreation	LIDS	Operating Assessments	\$50,000.00	Annual DSP BID payments
1510 - SREC	CAD/RMS Project	Contractual Services	\$50,000.00	Utilize salary savings for contractual services
1780 - UDAG/1540 - Human Services Grants	Contractual Services - 1780	Contractual Services - 1540	\$200,000.00	Move budget for Emergency Housing Grant (EHG) payments
4100 - Water	Water Service Specialist	Certified Water Service Specialist	\$63,000.00	Certification promotion
4100 - Water	Certified Water Service Specialist	Water Service Specialist	\$38,960.00	Downgrade of a vacant position for hiring
4330 - Stormwater	Laborer II	Laborer I	\$35,323.00	Downgrade of a vacant position for hiring
4600 - Golf	Reserve for Capital	Other	\$8,000.00	Valve backflow repair
4700 - Development Services Center	Clerk II	Clerk III	\$41,860.00	Position reclassification
5300 - ITSD	Project Employee	Temporary Seasonal	\$20,000.00	To hire temp/seasonal help
5700 - My Spokane	Customer Service	Customer Service	\$32,595.00	Downgrade of a vacant position for hiring
5700 - My Spokane	Customer Service Assistant (2)	Customer Service Specialist (2)	\$12,738.00	Progressive promotion