

**Finance & Administration Committee
Agenda for 1:15 p.m. Monday, September 18, 2023**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on September 18, 2023**, in City Council Briefing Center, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2489 486 3168; meeting password 0320.

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 Finance & Administration Committee meeting is regularly held every 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and 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 ATTACHED

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 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

City Council Standing Committee - Finance & Administration

Team City Council Standing Committees

City of Spokane

Agenda - 18 September 2023

1 **Call to Order**

2 **Approval of Minutes**

3 **Discussion Items**

3.1 **Washington State Auditor's Audit Exit**

30 min
Murray, Michelle

3.2 **August Investment Report**

10 min
Johnson, Christopher E.

3.3 **Resolution Updating Council Boards and Commissions Assignments**

5 min
Byrd, Giacobbe

3.4 **Resolution Regarding Measure 1**

10 min
Zappone, Zack, Wilkerson, Betsy

3.5 **SBO-Community Center HVAC upgrades grant subaward (EPA)**

5 min
Nuss, Sarah

3.6 **Public Safety Uniform Overtime**

3.7 **Ordinance Pertaining to Language Access**

5 min
Gibilisco, Alexander

4

Consent Items

4.1 2024 Downtown Business Improvement District Special Assessment

Beck, Amanda

4.2 Council Sponsor: CP Kinnear MOU w/ Spokane County and JAG23 Grant

Lundgren, Justin

4.3 CM Wilkerson - Purchase of 3 Service Trucks for the Water Department

Giddings, Richard

4.4 2024 East Sprague Business Improvement District Special Assessment

Beck, Amanda

4.5 DSC Fee Study

Palmquist, Tami

4.6 Council Sponsor: CP Kinnear MOU regarding JAG Disparate Jurisdictions

Lundgren, Justin

4.7 Set Revenue Hearing for 10/23/2023

Boston, Matthew

4.8 Set CIP hearing for 11/6/2023

Boston, Matthew

4.9 Set Budget hearing for 11/13 & 11/20

4.10 Council Sponsor: Councilmember Cathcart Interlocal for repairs/mainten

MacConnell, Jacqui

4.11 SPD 2nd Quarter Forfeiture Report

Olsen, Eric

5 Executive Session

6 Adjournment

7 Next Meeting

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1 - Call to Order

2 - Approval of Minutes

Approval of August 21, 2023, meeting minutes

| For Decision

Attachments

[F_A Committee Minutes 21August_2023 Draft.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
21 August, 2023

I. Called to Order: 1:16 PM PST

Recording of the meeting may be viewed by at <https://vimeo.com/856571655>

Attendance

Committee Members Present:

Council President Lori Kinnear, CM Wilkerson, CM Michael Cathcart, CM Karen Stratton

Staff/Others Present:

Lynden Smithson, Jessica Stratton, Jenn Cerecedes, Kim McCollum, Mike Piccolo, Steve MacDonald, Michelle Murray, Alex Gibilisco, Luis Garcia, Rose Noble, Shae Blackwell, Nicolette Ocheltree, Giacobbe Byrd, Chris Wright, Mark Carlos, Mike McNab, Rick Giddings, David Steele, Sarah Thompson, Matt Boston, Trey George, Thomas Williams, Barry Barfield, Garrett Jones

Approval of Minutes:

- Action Taken Council President Kinnear moved to approve, Council Member Stratton seconded. Agenda and minutes were approved unanimously.

Discussion Items

1. Brian Falteisek Interview for Bicycle Advisory Board (5 mins)
 - This agenda item was deferred
2. Quarterly Financial Report – Jessica Stratton (10 mins)
 - No Action Taken, Presentation Only
3. July Investment Report - Chris Johnson - (15 mins)
 - No Action Taken, Presentation Only
4. Rate Increase Discussion – Luis Garcia (30 mins)
 - No Action Taken, Discussion Only
5. Business Registration Fee – Annual Review– Chris Johnson (5 minutes)
 - No Action Taken, Discussion Only

6. SIP Loan – Parks Department (5 mins)
 - Action Taken, Councilmember Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
7. SBO for Therapeutic Courts acceptance of AOC awards for Fiscal Year 2024 – Sarah Thompson (5 mins)
 - Action taken, Council President Kinnear and Council Member Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
8. SBO – Right of Way Funding – Jenn Cerecedes (5 minutes)
 - Action taken, Council Members Bingle and Cathcart agreed to sponsor this item to move forward for formal Council consideration
9. SBO - CHHS Consolidated Homeless Grant (5 mins)
 - Action taken, Council Members Bingle and Cathcart agreed to sponsor this item to move forward for formal Council consideration
10. Resolution Amending Type of Police Vehicle Purchases – Major Mike McNab, Rick Giddings (5 mins)
 - Action taken, Council President Kinnear agreed to sponsor this item to move forward for formal Council consideration
11. Emergency Ordinance Amending Type of Police Vehicle Purchases (5 mins)
 - Action taken, Council President Kinnear agreed to sponsor this item to move forward for formal Council consideration
12. SAFO TA (5 mins)
 - Action taken, Council Member Cathcart agreed to sponsor this item to move forward for formal Council consideration
13. City/County Interlocal Agreement to the Tourism Promotion Area – Mike Piccolo (5 mins)
 - Action taken, Council Member Zappone agreed to sponsor this item to move forward for formal Council consideration

Consent Items

1. MLK (ECCC) – Roof Restoration with WTI
2. Settlement Resolution
3. TRAC Warming Shelter A&E Contract Amendment
4. 4100 – Water Department Approval of Value Blanket Order for Gate Valves
5. Outside Counsel Contract Amendment

6. Outside Counsel Contract Amendment
7. Outside Counsel Contract Amendment 1
8. Council Sponsor CM Wilkerson – Contract Amend – Extension
9. Upriver Dam Contract Amendment and Extension #1
10. Contract to perform an Effectiveness Study
11. Assistance to Small Businesses Awards
12. Cultural Incentive Grant Awards

Executive session None.

IV. Adjournment The meeting adjourned at 2:15 PM PST, next meeting will be on the 18th of September, 2023 at 1:15 PM PST

Prepared by: Mark Carlos, Assistant to CM Betsy Wilkerson (Committee Chair)

Approved by:

CM Betsy Wilkerson, District 2, Position 2
Finance & Administration Committee Chair

3 - Discussion Items

3.1

30 min

3.1 - Washington State Auditor's Audit Exit

Murray, Michelle

This is a place holder for the Auditor's exit. They will provide paper packets at the time of presentation and bring their own power point. Information to come.

3.2 - August Investment Report

*Johnson, Christopher
E.*

The Monthly Investment Report is a standing topic presented by Treasury. The objective of this presentation is to inform Council of portfolio updates and Treasury Department developments.

| For Discussion

Attachments

[Treasury Services Briefing Paper F A Committee Sept2023.docx](#)

[August FY 2023 Presentation.pdf](#)

Committee Agenda Sheet Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Chris Johnson (509) 625-6074
Contact Email	cejohnson@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>
Agenda Item Name	Monthly Investment Report (August 2023).
Summary (Background)	<p>The Monthly Investment Report is a standing topic presented by Treasury. The objective of this presentation is to inform Council of portfolio updates and Treasury Department developments. Some of the items covered include:</p> <ul style="list-style-type: none"> • Portfolio Composition • Investment Transactions • Portfolio Liquidity • Portfolio Performance • City Treasury Department Developments
Proposed Council Action & Date:	N/A
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

City of Spokane

Investment Report

August – 2023



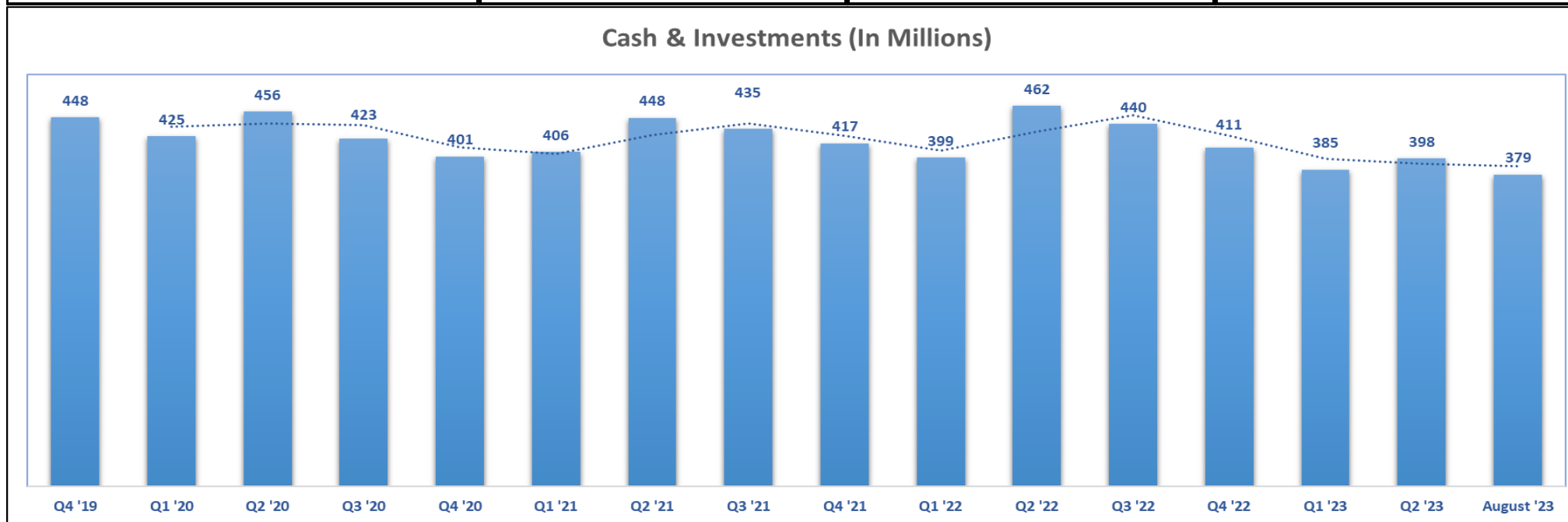
September 18, 2023

Topics

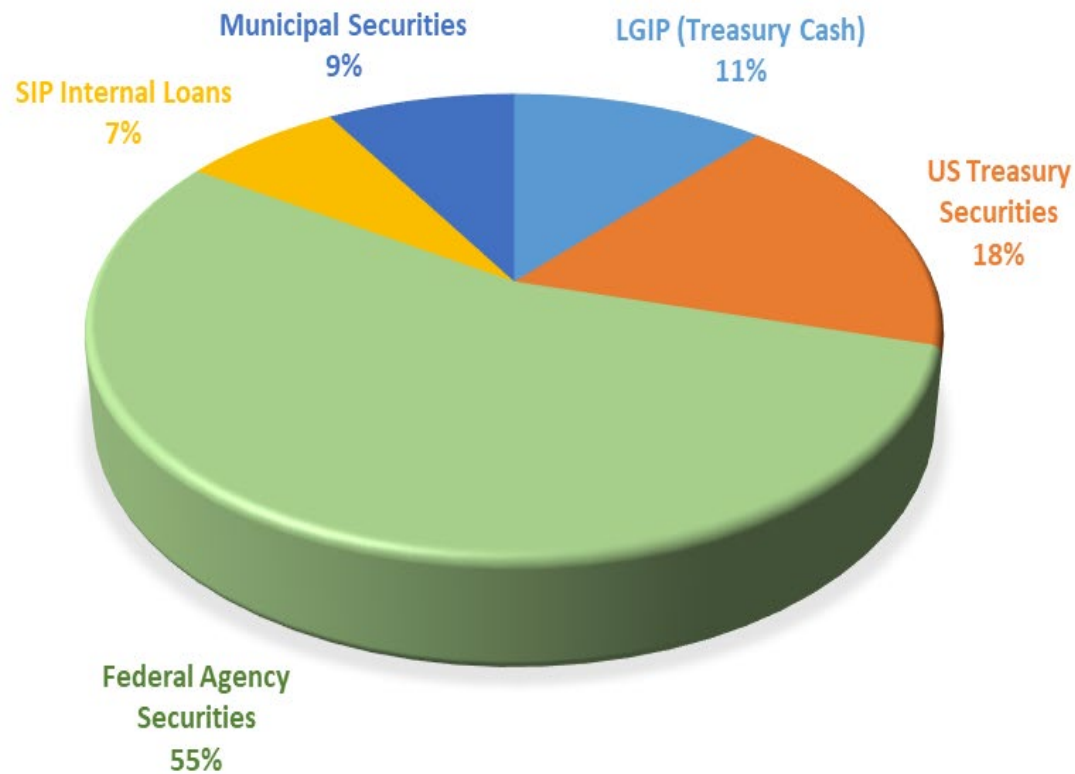
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance
- City Treasury Developments

Current Cash & Investment Balances

Portfolio Category	July 31, 2023	August 31, 2023	Percent of Total
Cash & Equivalents	58,872,447	50,537,372	13.32%
Fixed Income Investments	306,378,964	301,042,163	79.33%
SIP Internal Loans	27,907,830	27,900,747	7.35%
TOTAL	393,159,241	379,480,282	100.00%



Portfolio Composition (*positions*)



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	24%	40%	Complies
US Treasury Securities	18%	100%	Complies
Federal Farm Credit Bank	13%	40%	Complies
Federal Home Loan Bank	12%	40%	Complies
LGIP (Treasury Cash)	11%	100%	Complies
Municipal Securities	9%	10%	Complies
SIP Internal Loans	7%	15%	Complies
Private Export Funding Corp	4%	40%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies
Federal Agriculture Mortgage Corp	1%	40%	Complies

Portfolio Composition (*maturities & purchases*)

Maturities

Investment roll-off via security reaching maturity & principal returned to cash

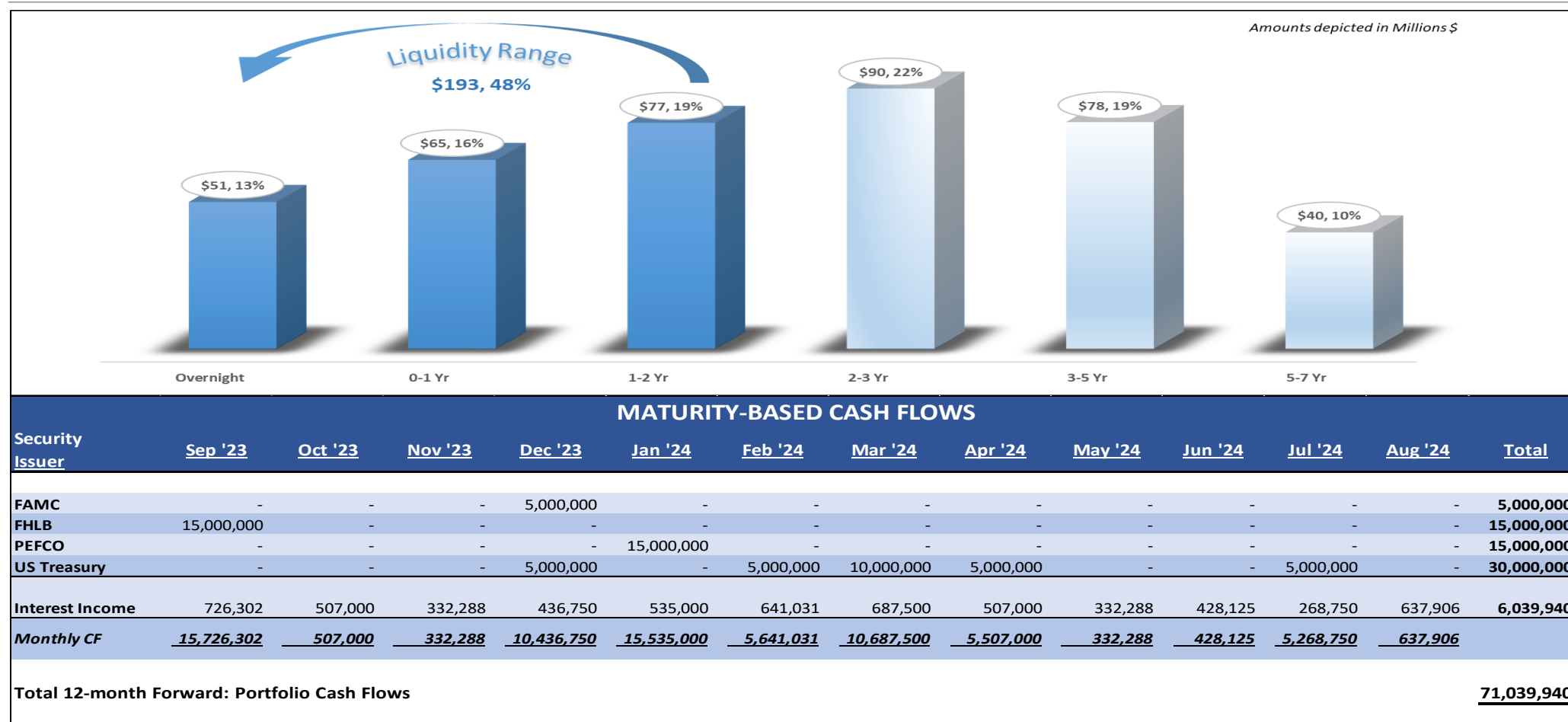
- \$5.71MM 7yr FHLB 5.22% @ 1.85%

Purchases

New Investments added to portfolio via market purchasing activity

- None; All Maturities held in LGIP (*Treasury Cash*)

Portfolio Composition (*liquidity*)



Portfolio Performance

Unrealized Gains/Losses

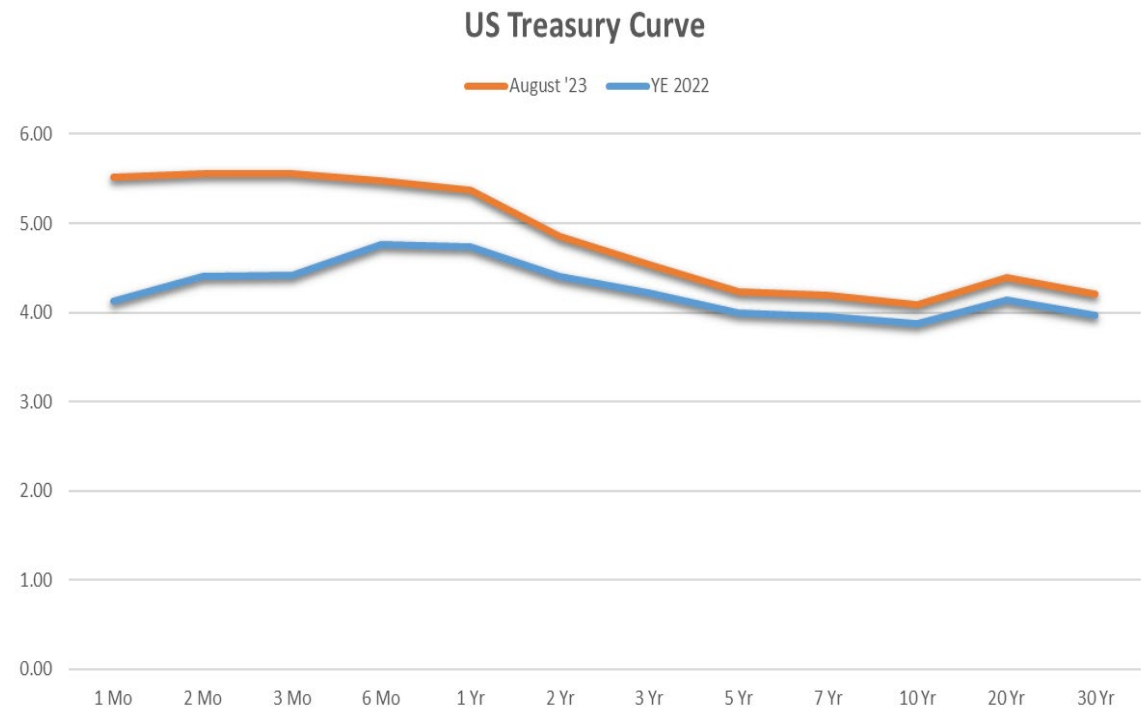
Impact of market-based interest rates on the value of the portfolio.

- \$12.43 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$7.51 Million Year-to-Date



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.3 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 2.2 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.48%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 3.13%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.1 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.8 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.37%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 5.02%

City Treasury Developments

Banking

City-wide Bank Efficiency Focus

- Implementing new banking technology for Consolidation & Streamlining of bank activity & cash pooling

Cash Outflow

Vendor- & Security-focused payments

- Virtual Card product payment technology
- Revenue accretive & cash management enhancements

Cash Inflow

City-wide Payment Processing Development

- Back-end payment processing consolidation
- New broad-based payment methods & channels
- Customer focused
- Keeping cash-based customers in mind



Questions?

3.3 - Resolution Updating Council Boards and Commissions Assignments

Byrd, Giacobbe

Council Sponsor: CM Kinnear

On August 28, Council Member Ryan Oelrich was appointed to the District 2, Position 1 Council Member seat vacated by Lori Kinnear when she was appointed Council President on July 17, 2023.

Council Member Oelrich will serve in the position until the current election for the District 2, Position 1 Council Member Seat is certified.

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.

This resolution amends the assignment of City Council members to the various boards, commissions, and committees to provide Council Member Oelrich with assignments.

| For Discussion

Attachments

[Briefing Paper Boards and Commissions Oelrich Updates RES.docx](#)

[2023 Boards and Commissions Oelrich Updates RES.docx](#)

[Boards and Commissions Appointments Oelrich Update 2023 V1.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Lori Kinnear
Contact Email & Phone	lkinnear@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Boards and Commissions Updates RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On August 28, Council Member Ryan Oelrich was appointed to the District 2, Position 1 Council Member seat vacated by Lori Kinnear when she was appointed Council President on July 17, 2023.</p> <p>Council Member Oelrich will serve in the position until the current election for the District 2, Position 1 Council Member Seat is certified.</p> <p>The City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution amends the assignment of City Council members to the various boards, commissions, and committees to provide Council Member Oelrich with assignments.</p>
Proposed Council Action	09/25/2023
Fiscal Impact	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This resolution complies with City Council Rules.

RESOLUTION NO. 2023-_____

A Resolution amending the appointments of Council Members to boards and commissions.

WHEREAS, the City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to amend the assignment of City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment ‘A’ to this resolution as the assignment of Council members to the various boards, commissions and committees for 2023.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council Member appointed shall serve the remainder of Lori Kinnear’s 3-year term, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees for 2023.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee/Board	2023	2023 Totals (inc. committee chairs/vice)	
Council President Pro-Tem	Michael Cathcart	Bingle	10
Standing Council Committees		Cathcart (incl. pro tem)	15
Urban Experience	Chair: Stratton; Vice: Zappone	Kinnear	13
Finance & Administration	Chair: Wilkerson; Vice: Cathcart	Stratton	10
Public Infrastructure, Environment & Sustainability	Chair: Kinnear; Vice: Bingle	Wilkerson	12
Public Safety & Community Health	Chair: Cathcart; Vice: Kinnear	Zappone	12
Boards and Commissions		Oelrich	6
911 Integrated Response Committee	N/A		
Aging and Long Term Care	Stratton		
Airport Board	Kinnear		
Association of Washington Cities Board	Wilkerson, Zappone		
Budget	Wilkerson, Cathcart, Zappone		
BROADLINC Governing Board	Cathcart		
Community Assembly	Rotates		
Community Health and Human Services	Stratton, Wilkerson		
C.O.P.S. Liaison	N/A		
Council Staff Lead/Liaison - Equity Subcommittee	Wilkerson		
Council Staff Lead/Liaison - Housing Action Subcommittee	Cathcart		
Council Staff Lead/Liaison - Sustainability Action Subcommittee	Kinnear		
Council Office Strategic Planning Working Group	Kinnear , Zappone, Cathcart, <u>Wilkerson</u>		
Docketing	N/A		
Downtown Spokane BID Board (Liaison Member)	Bingle		
Downtown Spokane Partnership (Liaison Member)	Cathcart		
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson		
Growth Management Act Steering Committee of Elected Officials	Cathcart, Kinnear, Stratton		
GMA SCEO Subcommittee	Kinnear		
Human Rights Commission	Stratton		
Investment Committee	<u>Wilkerson</u>		
Legislative Team	Zappone, Bingle, Wilkerson		
Library Board	Zappone <u>Oelrich</u>		
Lodging Tax Advisory Committee (PFD)	Zappone <u>Oelrich</u>		
Lodging Tax Advisory Committee (1.3%)	Zappone <u>Oelrich</u>		
Mayor's Economic Advisory Committee	Rotates		
MFTE Review & Update Committee	N/A		
Neighborhood Council Working Group	Cathcart, Zappone, Kinnear		
Park Board	Bingle		
Park Board Exec Committee	Bingle		
Parking Advisory Committee	Kinnear , Stratton, <u>Oelrich</u>		
Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone		
Plan Commission	Zappone <u>Oelrich</u>		
Plan Commission - Transportation Sub.	Bingle		
Priority Spokane	Stratton		
Police Advisory Committee	Cathcart		
Police Pension	Cathcart, Kinnear		
Recovery Plan Workgroup	Wilkerson, Zappone, Bingle		
Salmon Restoration Lead Entity Community Advisors	Stratton		
Spokane Arts	Stratton		
Spokane Employees Retirement Board	Bingle		
Spokane Regional Solid Waste Liaison Board	Bingle		
Spokane Regional Transportation Council	Wilkerson, Zappone		
Spokane Transit Authority (all members are alternates)	Kinnear, Stratton, Wilkerson, Zappone		
Strategic Planning Committee	Kinnear, Stratton, Cathcart <u>N/A</u>		
TPA Commission/Hotel Motel Commission	Zappone		
Traffic Calming/PhotoRed	Cathcart, Zappone, Kinnear		
University District PDA	Kinnear		
University District Development Association	Kinnear (or her proxy)		
Visit Spokane	Zappone <u>Oelrich</u>		
West Plains PDA/S3R3	Kinnear		
The Yard PDA	Cathcart		

3.4 - Resolution Regarding Measure 1

***Zappone, Zack,
Wilkerson, Betsy***

A Resolution stating the Spokane City Council's opposition to MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES," submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election.

Attachments

[Measure 1 BP.docx](#)

[Ballot Measure No. 1 Resolution Clean .docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Resolution Regarding Measure 1
Summary (Background)	Stating the Spokane City Council's position on Measure 1.
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	Vote to approve Oct. 2, 2023
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

RESOLUTION NO. 2023-_____

A Resolution stating the Spokane City Council's opposition to MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES," submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election.

WHEREAS, the Spokane County Board of Commissioners voted to approve adding Measure No. 1 to the November 7, 2023 General Election; and

WHEREAS, if passed, this ballot measure authorizes the county to levy a 0.2% sales tax from April 2024 through December 2054 and dedicating revenue to criminal justice, public safety, and behavioral health programs, including a new county jail and expansions to an existing county jail; and

WHEREAS, this ballot measure would bring in an estimated \$1.7 billion dollars; and

WHEREAS, 60% of the collected funds will be allocated to Spokane County government and 40% provided to cities and towns within Spokane County; and

WHEREAS, one-third of the revenue collected from this sales tax must be used for criminal justice purposes; and

WHEREAS, the remaining two-thirds of revenues collected may be spent on criminal justice, public safety, or behavioral health purposes; and

WHEREAS, the Spokane City Council believes we need to continue to invest in public safety; and

WHEREAS, the Spokane City Council believes the current Spokane County Detention Services Jail and the Geiger Corrections Center are inadequate; and

WHEREAS, the Spokane City Council has not had a public meeting on how we would plan to spend our share of the estimated \$680 million in dedicated funds; and

WHEREAS, on August 7, 2023, members of the Spokane City Council, in partnership with Local 492 Corrections Officers, sent a letter to the Spokane County Board of Commissioners requesting a deferral of the ballot measure to have more time to develop a comprehensive plan on how to spend the collected funds; and

WHEREAS, the City Council believe this plan should include the following:

- Expansion of therapeutic courts, such as the drug court
- Expansion of crisis stabilization center
- Additional judicial capacity for expedited case processing

- Equity assessment/screening for criminal justice policies
- Expansion of co-deployed teams, to include mental health responders
- Creation of an intake and release center to reduce unnecessary short jail stays
- Court rides program and supported release
- Re-entry support

WHEREAS, without a comprehensive plan in place, the Spokane City Council does not support Measure No. 1; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council formally opposes MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES."

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.5

5 min

3.5 - SBO-Community Center HVAC upgrades grant subaward (EPA)

Nuss, Sarah

The City is a sub-awardee on an EPA grant through Gonzaga University that updates the HVAC at NE Community Center.

| For Discussion

Attachments

[COS Briefing Paper_EPA Grant NECC HVAC.docx](#)

[SBO-EPA Grant for NECC HVAC.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Mayor's Office
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org , 509-435-7026
Council Sponsor(s)	CM Cathcart, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO-Community Center HVAC upgrades grant subaward (EPA)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City is a sub-awardee on an EPA grant through Gonzaga University. The sub-award project is to update the HVAC system at the Northeast Community Center. The EPA grant is focused on fortifying public buildings against wildfire smoke, through HVAC improvements or other facility hardening.
Proposed Council Action	Acceptance of Award & Approval of associated SBO
Fiscal Impact	
Total Annual Cost: \$455,985	
Total Cost Remaining This Year: \$455,985	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: EPA Grant; City is Sub-awardee, Gonzaga is primary	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <i>The public facility chosen for this project is located in the Hillyard neighborhood that is designated as disadvantaged by several indicators per the Climate and EPA's "Economic Justice Screening" Process.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>N/A; All work proposed in this project is related to improvements made to hard infrastructure (HVAC) within the community center facility. No work will involve programs or policies related to any people-based disparities.</i>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>Contractors will be used to ensure that the work plan is the most efficient, per grant requirements.</i>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>This project aligns with work under the sustainability action plan and neighborhood master plans, as this project improves the climate based preparedness capabilities in public facility located in a historically disadvantaged neighborhood.</i>	

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$455,985.
 - A) Of the increased revenue, \$455,985 is provided by the Environmental Protection Agency via a sub-award through Gonzaga University.
- 2) Increase appropriation by \$455,985.
 - A) Of the increased appropriation, \$455,985 is provided solely for equipment repair & maintenance.

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 accept the EPA sub-award for HVAC maintenance at the Northeast Community Center, 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

3.6

3.6 - Public Safety Uniform Overtime

Overtime actuals compared to net budget through pay period 17

| For Information

Attachments

[Briefing Paper - Monthly PS OT Report.docx](#)

[FY23 Finance OT Report September.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police/Fire
Contact Name	
Contact Email & Phone	
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Monthly Police & Fire Overtime Report
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.</p> <p>Actual overtime costs incurred through the period ended August 19th, 2023.</p> <p>Budget year-to-date is calculated by dividing annual budget by 26 even pay periods.</p>
Proposed Council Action	
<p>Fiscal Impact</p> <p>Total Cost: <u>0</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Uniform OT thru period ended August 19th

Fund	2023 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	7,244,515	4,736,798	4,229,180	507,618
Public Safety & Judicial Grants	469,398	306,914	78,275	228,639
Public Safety Personnel Fund	14,000	9,154	93,221	(84,067)
Police TOTAL	7,727,913	5,052,866	4,400,675	652,191
Fire/EMS	5,635,042	3,684,451	4,580,498	(896,048)
Public Safety Personnel Fund	123,600	80,815	107,812	(26,996)
Fire TOTAL	5,758,642	3,765,266	4,688,310	(923,044)

3.7

5 min

3.7 - Ordinance Pertaining to Language Access

Gibilisco, Alexander

An ordinance establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the SMC.

| For Discussion

Attachments

[BP - Language Access Ordinance 2023 FA Committee.docx](#)

[Ordinance Language Access \(v8\).pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council Office
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Language Access in Municipal Proceedings
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>An ordinance establishing a language access program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.</p> <p>For several years council has heard from community partners and residents about the difficulty of residents with limited English skills obtaining access City services. In 2022, City Council passed a resolution to encourage the City to adopt a language access plan. Since 2022 there has only been limited progress within the City in ensuring language access. It is now clear that only an ordinance imposing specific requirements and timelines for City departments will be effective in ensuring full language access for all City residents.</p> <p>The ordinance has several components. It requires all City departments to include language access planning in their budgeting commencing in 2024, and to have language access plans fully implemented by the end of 2025. City Council is to commence planning immediately for translation of council documents and interpretation of meetings. The ordinance identifies specific City documents that must be included in any language access plan for translation as well as council proceedings for which interpreter services might be made available. The ordinance includes exemptions for internal operations of the Mayor, City Attorney, City Engineer and City Clerk, as well exemptions for documents produced in response to a public records request.</p> <p>Commencing January 2024, the Office Civil Right, Equity, and Inclusion shall hire and designate a language access coordinator, who will be responsible for city-wide oversight of the City's Language Access Program. The OCREI role includes department support, training, and data collection.</p>
Proposed Council Action	Adopt the Ordinance Committee: Finance and Administration 9/18 First reading: 10/02 Final Reading / Council Action: 10/09

Fiscal Impact

Total Cost: Unknown

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: TBD

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

This ordinance is setting the foundation requirements to implement language access at the City of Spokane. There will be costs associated with the implementation of the ordinance and it asks departments to incorporate costs into their yearly budgets.

Operations Impacts (If N/A, please give a brief description as to why)

This ordinance is expected (and intended) to have substantial operational impacts City-wide. The actual cost is difficult to determine until department begin formal planning and budgeting for the requirements; but the operational impacts should be offset by increased efficiencies in providing city services to non-English-speaking members of the community.

What impacts would the proposal have on historically excluded communities?

Creates a language access plan to ensure translation and interpretation services are provided to residents that need it to access City programs and services. This directs all City department to create a plan to better facilitate and share out translating and interpreting plan for services provided by the City. The ordinance is designed to address barriers to civic participation that are inherent in the current system, which produces documents almost exclusively in English, to the detriment of limited English-speaking members of the community.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The ordinance directs the Office of Civil Rights, Equity, and Inclusion to assign a language access coordinator and for departments to report data to them to be included in a report to SHRC and city council.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Each department is required to report to the OCREI their plan and results, to update City Council, Human Rights Commission, and any compliance reporting to federal agency. The OCREI will assign a designated Language Access Coordinator to facilitate the process.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with Title VI plan requirements, including Chapter 10 (Social Health) and Chapter 13 (Local Governance and Citizenship).

Implements and codifies state and federal language access requirements.

Consistent with the City's recently adopted motto _"In Spokane We All belong."

DRAFT

ORDINANCE NO. _____

An ordinance establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

WHEREAS, The First Amendment of the U.S. Constitution unequivocally guarantees citizens the fundamental right to "petition the government for a redress of grievances." This encompasses the essential right to seek direct access to government officials, actively participate in public discourse, and freely articulate their concerns, with language barriers posing a substantial and often insurmountable obstacle for many individuals in exercising these rights;

WHEREAS, implementing language access safeguards the fundamental rights enshrined in the 14th Amendment, reinforcing the commitment to fairness, nondiscrimination, and equal treatment for all individuals, regardless of their English proficiency.

WHEREAS The United States Supreme Court has consistently emphasized the foundational principles of equal protection and access to government services, often shedding light on the substantial barriers that language proficiency can pose in the context of these principles.

WHEREAS The City of Spokane is committed to welcoming and creating a place of belonging for all that call the City of Spokane home; and

WHEREAS, equity and inclusion are essential to building relationships and improving outcomes in Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color who are among our most vulnerable residents; and

WHEREAS, language access helps all immigrant and refugee residents, regardless of their English proficiency, to have meaningful, independent, and equitable access to City programs, services, and stakeholder engagement; and

WHEREAS, Title VI of the federal Civil Rights Act of 1964 states that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" and requires federal grant recipients to provide language access; and

WHEREAS, in the City's Title VI plan, it outlines the responsibilities of Title VI Specialists including maintaining data of Limited English Proficiency (LEP) residents; and

WHEREAS, State law (RCW 38.52) requires each county, city and town in Washington that provide safety information in an emergency or disaster to provide public notices of public health, safety, and welfare in a language other than English; and

WHEREAS, according to a 2020 5-year community survey, there are 16,732 Spokane residents who speak a language other than English and Spokane’s immigrant population grew by 9% percent since 2010; and,

WHEREAS, according to Spokane Public School District, 80 languages are spoken in Spokane public schools; and

WHEREAS, the Office of Civil Rights, Equity and Inclusion is best equipped to assist City departments in creating a Language Access Program and determining how to advance its implementation; and

WHEREAS, on August 1, 2022, the City Council adopted Resolution 2022-0071, which resolution cited the foregoing as a basis for implementing a language access program in the City of Spokane, and further requested the City of Spokane’s Office of Civil Rights, Equity and Inclusion convene representatives of departments in the City of Spokane to prioritize updating and implementation of language access program, and set forth specific recommended actions to ensure all residents have equal access to the City’s services, information, and civic processes; and

WHEREAS, while a few City departments have incorporated a language access program into their operations and public-facing interaction, the City of Spokane as a whole lags behind other municipalities in the State of Washington in implementing a systemic and comprehensive language access program for its municipal operations; and

WHEREAS, the failure to implement the action requested in Resolution 2022-0071 continues to act as a barrier to full participation in municipal affairs for members of many Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color; and

WHEREAS, a systemic and comprehensive language access program in the City of Spokane’s municipal operations will not occur until, and unless, language access requirements are codified into the Spokane Municipal Code and incorporated into the budgets and standard operating procedures for City departments.

NOW, THEREFORE, the City of Spokane does ordain;

Section 1. There is enacted a new chapter 18.11 to Title 18 of the Spokane Municipal Code, titled “Language Access in Municipal Proceedings” and to read as follows:

- 18.11.010 Purpose, Language Access in Municipal Operations Program
- 18.11.020 Definitions.
- 18.11.030 Directive to create Language Access plan
- 18.11.040 Emergency Communications
- 18.11.050 Scope, Implementation and Milestones

- 18.11.060 Responsible Personnel / Language Access Coordinator
- 18.11.070 Exemptions

18.11.010 Purpose, Language Access in Municipal Operations Program

The City of Spokane considers the languages spoken by the Native Tribes and the languages spoken by its immigrants and refugees to be an essential element of the City's cultural heritages, and as such should be cherished and preserved. Full and meaningful access for all residents depends on a comprehensive and systematic implementation of a language access program across all city departments and functions. Legislation is necessary to standardize language access, interpretation, and translation services across all departments within the City of Spokane, and to ensure all residents have equal and direct access to City services, information, and civic processes, without reliance on outside intermediaries who may not provide residents all the required information adequately.

18.11.020 Definitions

- A. "Cultural and Linguistic Competency" means a set of behaviors, attributes and policies enabling a municipal agency or its employees to function effectively and appropriately in diverse and cross-cultural interactions and settings.
- B. "Cultural awareness" is an ongoing commitment to be respectful of other cultures as equally important and relevant to our vibrant community
- C. "Department" means all City of Spokane departments and divisions, and all city boards, commissions and committees established by the City Charter or by ordinance. Where an outside entity provides services on behalf of the City and for the direct benefit of City residents, the term "Department" includes the outside entity.
- D. "Language Access Program" or "LAP" means an implementation plan developed in accordance with this chapter to determine those language assistance services that are appropriate for the City of Spokane to address identified needs of the LEP populations served.
- E. "LEP" means "Limited English Proficiency" as defined in this section.
- F. "Limited English Proficiency" refers to the capability of an individual to speak English, and includes those who speak a language other than English or speak English less than 'very well' as classified by the U.S. Census.
- G. "Established Language" refers to a language spoken by individuals comprising 3.5% percent, or 700 residents, whichever is fewer, of the population of persons residing in the City of Spokane. Same evaluation applies when working in smaller

geographical footprints within the City or advised by Office of Civil Rights, Equity, and Inclusion.

- H. "Public Communication Materials" means digital, audio and/or hard-copy materials generated by the City of Spokane and that are intended for broad distribution to inform or educate people served by City of Spokane.
- I. "Target Audience" means the individuals to whom the translated document is intended. A target audience may be identified as "primary" (people to whom messages are targeted) or "secondary" (someone with a stake in a City program or project, including key community contacts).
- J. "Vital Documents" means materials that provide essential information for accessing basic city services and benefits or for which actual consequences could result if the information were not provided. Examples of vital documents include but are not limited to:
 - 1. Emergency messages and alerts;
 - 2. Spokane Municipal Code
 - 3. The Spokane City Charter
 - 4. Consent forms;
 - 5. Complaint forms;
 - 6. Spokane City Council Agendas and City Council Rules
 - 7. Business licensing or permitting forms;
 - 8. Applications for grant funds or other funding administered by the City;
 - 9. Notice of violation, infraction, or arrest, small claims documents, impound hearings, and similar documents otherwise directed to a party regarding civil or criminal proceedings;
 - 10. Notices of eligibility criteria, rights, denial, loss, or decreases in services,
 - 11. Descriptions of opportunities and applications to serve on volunteer boards, committees and workgroups;
 - 12. Notices of availability of free language assistance for City business;
 - 13. Formally adopted City administrative policies and procedures; and
 - 14. Summary explanations of a Department's services to the public.
 - 15. The Spokane Comprehensive Plan

18.11.030 Directive to Create Language Access Plan

All Departments shall develop and implement a Language Access Program as provided in this chapter. Each LAP shall include elements to ensure Cultural and Linguistic Competency and Cultural Humility, and shall consist of both translation of written materials and interpretation of proceedings, as follows:

- A. Written Translation Elements. Each LAP shall include the following elements to provide for written translation of City of Spokane documents:

1. A process to review all Vital Documents and Public Communication Materials intended for broad distribution to inform or educate residents of the City of Spokane, to ensure that communications are culturally and linguistically appropriate to the Target Audience.
 2. A process to identify Vital Documents suitable for written translation into the Established Languages and additional languages when requested.
 3. A summary document, available in at least Established Languages, that provides overview information about the Department and its services. This document will be incorporated into printed materials and will be posted on departmental website home pages.
 4. A process to timely translate Vital Documents and Public Communications Materials into Established Languages.
 5. A process for incorporating alternative forms of language assistance rather than translation when the alternative would be more effective or practical, including, but not limited to, technical, real-time translation via software, machine learning, or artificial intelligence.
 6. Implementing a training program for city employees, focusing on the proficient utilization of language access programs, software, and associated procedures, as well as developing initiatives aimed at enhancing cultural awareness among employees who regularly interact with the public.
 7. A plan to develop and implement emergency communications consistent with section 18.11.040 of this chapter.
- B. Interpretation Elements. Each LAP shall include the following elements to provide for interpretation of City of Spokane services and proceedings:
1. Procedures for notifying City residents of the availability of interpreter services for City of Spokane business and operations. Such information shall be prominently displayed using Established Languages in City Hall and in other City property serving the general public.
 2. A process for providing timely interpretation services for LEP residents when interacting with City employees who have regular contact with the public.
 3. A process for providing interpretation services that ensure meaningful civic participation in City council proceedings as well as proceedings of City boards, committees or commissions.

18.11.040 Emergency Communications

- A. During a crisis, emergency, or public safety situation, all city departments shall make it a priority to offer language access services and, ensure interpretation

and translation services are present and available to assist LEP residents with critical language needs, including, but not limited to, Marshallese and American Sign Language or alternative accommodations.

- B. If a crisis, emergency, or public safety situation requires posting of warning signs, the department would translate those signs into the appropriate significant population or Established languages according to neighborhood demographics, as identified by the City's Language Access Program.

18.11.050 Scope, Implementation and Milestones

- A. Except where earlier timelines are specified in this section or unless expressly exempted by SMC 18.11.080, all City departments shall have a fully implemented Language Access Program in place no later than January 1, 2026.
 - 1. Commencing with the 2024 Annual Budget of the City, City Council and Planning Department shall henceforth incorporate language access into any adopted departmental operating procedures and shall be included as a line-item appropriation within any proposed departmental budget.
 - 2. Commencing with the 2025 Annual Budget of the City, all affected departments shall henceforth incorporate language access into any adopted departmental operating procedures and shall be included as a line-item appropriation within any proposed departmental budget.
- B. Subject to allocated funding, the following milestones shall apply to specific operations and functions within the City of Spokane:
 - 1. Commencing January 1, 2024, City Council shall have drafted and implemented a Language Access Plan that assumes (a) translation of council-generated Public Communication Materials, which may include council ordinances, resolutions, proclamations, salutations, and further which may also include standing committee and subcommittee meeting agendas and materials; and (b) translation and/or interpretation services for council legislative sessions, briefing sessions, and standing committee meetings, commencing January 31, 2024.
 - 2. Commencing March 30, 2024, the Division of Innovation and Technology shall have drafted and implemented a limited Language Access Plan that assumes translation of digital Public Communication Materials, including but not limited to the City's official website and social media.

18.11.060 Responsible Personnel / Language Access Coordinator

- A. Commencing January 1, 2024, the Office of Civil Rights, Equity and Inclusion shall designate a “Language Access Coordinator,” who shall have responsibility for city-wide oversight of the City’s Language Access Program. The Language Access Coordinator shall report to, and take direction from, the Director of the Office of Civil Rights, Equity and Inclusion.
- B. Commencing January 1, 2024, each affected Department shall maintain data relative to the use of the language access tools, and no later than April 1 of each year transmit said data to the all individual councilmembers, and the Office of Civil Rights, Equity and Inclusion, which shall include the data and usage analysis in the City’s Title VI reports, in its regular report to the City Council and the Spokane Human Rights Commission, and for other budgeting and administrative needs.
- C. Annually, the Office of Civil Rights, Equity and Inclusion shall update the list of primary and established languages based on the best available data, including the American Community Survey from the U.S. Census Bureau.
- D. The Office of Civil Rights, Equity and Inclusion shall be responsible for the following Language Access Program oversight duties:
 - a. Work with departments to finalize Language Access Plans and related procedures before they are transmitted to the Mayor for approval.
 - b. Provide technical assistance for language services to all departments, including training department staff.
 - c. Provide strategic guidance about working with LEP residents to departments, the City Council, and the Mayor's Office.
 - d. Oversee, update, and maintain a web portal that includes a directory of qualified language service providers, sample interpretation service contracts, a repository of each department s' translated documents, and a Language Access Toolkit.
 - e. Collect ongoing input from any and all community stakeholders including the Spokane Human Rights Commission to improve processes, increase efficiency, and reduce budgetary impacts.
 - f. Provide departments with model Language Access Plans.
 - g. Biannually present to City Council with updates, data relevant to the program, including geographical use, and recommendations relating to the Language Access Program.

18.11.070 Exemptions

- A. Nothing in this Chapter 18.11 shall require translation or interpretation of documents requested under RCW 42.56; *provided*, the means of making a public

records request shall comply with any Language Access Plan prepared pursuant to 18.11.030.

- B. This Chapter 18.11 shall not apply to the office of the Mayor. Similarly, the offices of the City Engineer, City Clerk, and City Attorney, including their personnel and internal operations, shall be exempt from the provisions of this Chapter, except where their functions substantially intersect with public engagement activities or overlap with operations governed by this Chapter within affected City departments.
- C. Nothing in this Chapter 18.11 shall be deemed to require the translation or interpretation of documents deemed protected from disclosure under statutory or judicial privileges, or otherwise exempt from disclosure under RCW 42.56 or other state law, local ordinance or court rule.

PASSED by the City Council on September ____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

4 - Consent Items

4.1

4.1 - 2024 Downtown Business Improvement District Special Assessment

Beck, Amanda

Council Sponsors: CM Cathcart & Bingle
Annual assessment process for 2024 for DBID

| For Information

Attachments

[2023-09-18_Finance_DBID Special Assessment Resolution.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Planning Services, Community and Economic Development
Contact Name	Amanda Beck
Contact Email & Phone	abeck@spokanecity.org , x6414
Council Sponsor(s)	Council Members Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Downtown Business Improvement District Special Assessment
Summary (Background)	<p>The Downtown Spokane business improvement district (Downtown BID) was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from business and property owners within the district to provide funding for programs and services.</p> <p>Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor’s Office and formulas established in Chapter 04.31C SMC; • City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments.
Proposed Council Action	Approve Resolution setting date for assessment rolls ordinance public hearing
Fiscal Impact	
Total Cost: _____	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: BID special assessments from Downtown ratepayers	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: N/A	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well represented and guide decision making for the BID. This includes utilizing the Security Ambassadors to complete additional vehicle and e-bike patrols to monitor for possible mobility issues so that business owners, employees, and visitors are better able to access downtown.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

DSP, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown BID Ratepayer Board is one avenue through which both the City and DSP knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Hosted events, grants to new businesses, and response calls from Clean & Green and the Security Ambassadors teams, which are detailed in the BID management plan, provide data for effectiveness of the Downtown BID. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient and appropriately servicing ratepayers.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Programs administered by the DSP support several strategies in the recently updated [Spokane Downtown Plan](#), such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Welcome Back to Downtown) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial regional hub.

RESOLUTION NO. 2023-__

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2024 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 04.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 04.31 SMC, will be on file in the Office of the City Clerk on November 3, 2023, and are open for public inspection.
2. The City Council has fixed December 4, 2023 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 04.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this ____ day of September, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

4.2

4.2 - Council Sponsor: CP Kinnear MOU w/ Spokane County and JAG23 Grant

Lundgren, Justin

| For Information

Attachments

[Briefing Paper - MOU for JAG23 Grant.docx](#)

[JAG23 MOU between City of Spokane and Spokane County.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Justin Lundgren
Contact Email & Phone	jlundgren@spokanepolice.org 625-4115
Council Sponsor(s)	Council President Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MOU with Spokane County for JAG FY23 grant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department, in collaboration with the Spokane County Sheriff's Office, wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) FY23 Program. A grant application will be submitted in total for \$214,815, which will be split as follows: City - \$118,148 and County - \$96,667. County allocation is further split to the Prosecutors Office, SCSO, and City of Spokane Valley.</p> <p>The City of Spokane will be the designated applicant & fiscal agent in conjunction with this grant</p> <p>Upon award – the department will require a special budget ordinance to appropriate revenues and expenditures related to this grant.</p>
Proposed Council Action	Approval of MOU – October 2nd
Fiscal Impact	<p>Total Cost: <u>\$0</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

MEMORANDUM OF UNDERSTANDING BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE

2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the CITY OF SPOKANE ("CITY"), a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 and SPOKANE COUNTY ("COUNTY"), a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260 and, jointly referred to as the PARTIES.

WITNESSETH:

WHEREAS, the PARTIES are making a joint application for the 2023 Edward Byrne Memorial Justice Grant (JAG) Program hereinafter referred to as the "Grant"; and

WHEREAS, the PARTIES are required in conjunction with the grant application process to sign a Memorandum of Understanding indicating who will serve as the applicant/fiscal agent for the grant as well as to allocate among themselves the grant funds and identify the purposes for which the funds will be used; and

WHEREAS, pursuant to the requirements of the Grant, the PARTIES are desirous of reducing to writing their understanding as to who will serve as the applicant/fiscal agent for the Grant as well as the distribution to each of the PARTIES and the purposes for which the funds will be used; and

WHEREAS, each of the PARTIES finds that the performance of this MEMORANDUM OF UNDERSTANDING is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: DESIGNATION OF APPLICANT/FISCAL AGENT

The PARTIES hereby agree that the CITY shall be the designated applicant/fiscal agent in conjunction with the Grant.

SECTION NO. 2: ALLOCATION OF GRANT MONIES

The PARTIES agree that the Grant amount Two Hundred Fourteen Thousand Eight Hundred Fifteen Dollars (\$214,815.00) shall be split among the PARTIES as follows and in accordance with COUNTY Resolution No. XXXX-XXXX:

City of Spokane \$118,148.00 (including 10% administrative costs)
Spokane County \$96,667.00

SECTION NO. 3: USE OF GRANT FUNDS BY THE PARTIES

The CITY agrees to use the \$96,667.00 for law enforcement equipment to enhance the safety of the officers and community members. The CITY will also use \$21,481.00 allocated due to administrative duties to be used toward officer safety equipment.

The COUNTY agrees to use \$48,333.50 of the grant funding for the prosecution and court programs purpose areas of the grant. Funding will be used to fill a support staff position in the prosecution of property and drug crimes for an approximate 12-month time frame during the award period. The Spokane County Sheriff's Office will use \$24,166.75 of the grant funding for the purchase of law enforcement equipment. The purchase of equipment will be used to ensure the safety of the Spokane community. The Spokane County Sheriff's Office will use the remaining \$24,166.75 of the grant funding specifically for the purchase of law enforcement equipment for the City of Spokane Valley. The purchase of equipment will be used to ensure the safety of the Spokane Valley community.

SECTION NO. 4: LIABILITY FOR CLAIMS

Each PARTY to this MOU shall be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

SECTION NO. 5: THIRD PARTY RIGHTS

The PARTIES to this MOU do not intend for any third party to obtain a right by virtue of this MOU. This Memorandum shall not create any rights in any PARTY not a signatory hereto.

SECTION NO. 6: ENTIRE UNDERSTANDING

This MOU contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this MOU.

SECTION NO. 7: AGREEMENT

Upon award of the Grant, the PARTIES shall enter into an Agreement setting forth the final terms and conditions of the Grant allocation and management.

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

ATTEST:

Amber Waldref, Commissioner

Ginna Vasquez, Clerk of the Board

Chris Jordan, Commissioner

Dated: _____

SPOKANE COUNTY SHERIFF

By: _____
Spokane County Sheriff

Dated: _____

SPOKANE COUNTY PROSECUTOR

By: _____
Spokane County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

4.3

4.3 - CM Wilkerson - Purchase of 3 Service Trucks for the Water Department

Giddings, Richard

| For Information

Attachments

[Water F250 Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100- Purchase of Service Trucks for Water Department
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like pre-purchase approval for 3 Ford F250 or equivalent diesel service trucks for the Water Department. Vehicles will be purchased using the Washington State DES contract or other competitive bidding process as vehicle availability dictates. The cost per vehicle including upfitting and sales tax is not to exceed \$95,000. These vehicles will replace gasoline powered units that have reached the end of their economic lifecycle. Units will be fueled with renewable diesel which qualifies them as Clean Fuel vehicles by SMC 07.06.175A.
Proposed Council Action	Approval October 2, 2023
Fiscal Impact	
Total Cost: <u>285,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Water Department Budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects vehicle data to compare lifecycle costs with similar vehicles.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital Improvement Plan and Centralized Fleet Policy.	

4.4

4.4 - 2024 East Sprague Business Improvement District Special Assessment

Beck, Amanda

Council Sponsors: CP Kinnear and CM Wilkerson
Annual assessment process for ESBID

| For Information

Attachments

[2023-09-18_Finance_ESBID Special Assessment Resolution.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Planning Services, Community and Economic Development
Contact Name	Amanda Beck
Contact Email & Phone	abeck@spokanecity.org , x6414
Council Sponsor(s)	Council Members Kinnear and Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 East Sprague Business Improvement District Special Assessment
Summary (Background)	<p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC.</p> <p>Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor’s Office and formulas established in Chapter 04.31C SMC; • City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments.
Proposed Council Action	Approve Resolution setting date for assessment rolls ordinance public hearing
<p>Fiscal Impact</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: BID special assessments from Downtown and East Sprague ratepayers</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: N/A</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the ESBID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.

RESOLUTION NO. 2023-__

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2024 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C35377, as codified and amended in Chapter 04.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C35377, as codified and amended in Chapter 04.31C SMC, will be on file in the Office of the City Clerk on November 3, 2023, and are open for public inspection.
2. The City Council has fixed December 4, 2023 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C35377, as codified and amended in Chapter 04.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this ____ day of September, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

4.5

4.5 - DSC Fee Study

Palmquist, Tami

The DSC has selected FCS Group after completing an RFP. As the highest scoring firm FCS was selected to provide professional services for the development of a full cost allocation plan and a comprehensive fee study for our development related services.

| For Information

Attachments

[Fee Study_Briefing Paper 9-1-23.docx](#)

[..5867-23 RFP -Development Services Center Cost of Service-Fee Analysis.pdf](#)

[5867-23 FCS Group -Proposal.pdf](#)

[23-169 Financial Consulting Group Consultant Contract.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	DSC
Contact Name	Tami Palmquist
Contact Email & Phone	tpalmquist@spokanecity.org 625-6157
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for DSC Fee Study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The DSC is responsible for providing coordinated, fast, and predictable review and inspection services for building, permitting, construction and development activities. The last fee study was completed in 2007 with fees being adopted in 2008. Fees have not been increased since this time.</p> <p>The DSC has selected FCS Group after completing an RFP. As the highest scoring firm FCS was selected to provide professional services for the development of a full cost allocation plan and a comprehensive fee study for our development related services.</p>
Proposed Council Action	For information and future approval of Contract with FCS Group
Fiscal Impact Total Cost: <u>\$86,040</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: DSC Enterprise Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Building permit fees would be applied consistently to the entire City.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This level of data will not be collected through the fee study.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The scope of services within the contract will include outreach to local developers and a customer service questionnaire.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Charging adequate fees will ensure that the DSC is able to deliver services at the level citizens expect and deserve.	



CITY OF SPOKANE – PURCHASING
 & CONTRACTS
 915 N. Nelson St.
 Spokane, Washington 99202
 (509) 625-6400

REQUEST FOR PROPOSALS

<p><u>RFP NUMBER:</u> 5867-23</p> <p><u>RFP TITLE:</u> Development Services Center Cost of Service/Fee Analysis</p> <p><u>RFP COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</p> <p><u>PRE-PROPOSAL CONFERENCE:</u> None</p> <p><u>QUESTION DEADLINE:</u> MONDAY, JUNE 19, 2023 TIME: 1:00 P.M.</p>	<p><u>PROPOSAL DUE DATE:</u> MONDAY, JUNE 26, 2023 TIME: 1:00 P.M.</p> <p><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.</p>
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Development Services Center (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing a Development Services Center Cost of Service/Fee Analysis.

The purpose of this RFP is to select a Firm to provide professional services for the development of a full cost allocation plan and a comprehensive fee & rate study for its development related services.

The Development Services Center is a single line of business within the City responsible for providing coordinated, fast, and predictable review and inspections services for building, permitting, construction, and development activities. The last fee study was completed in 2007 with fees being adopted in 2008. Fees have not been raised since this time.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be two (2) years. Contract is renewable upon mutual agreement for an additional one (1) one-year option.

1.5 ADDENDA

It is the responsibility of Proposers to check the City's online procurement system <https://spokane.procurement.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	6/19/2023 – 1:00 p.m.
Proposals Due	6/26/2023 – 1:00 p.m.
Evaluation, Negotiation and Contract Award	July, 2023
Begin Contract Work	Late 3 rd – 4 th Quarter of 2023

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

2. SCOPE OF SERVICES

The selected Firm will conduct a comprehensive review of the City's Building and Permitting fee and rate structure. The City anticipates that the scope of services to be performed by the Firm will include, but not be limited to, any or all of the following:

- Create a full cost model for all fees, surcharges and hourly rates related directly or indirectly to the building, permitting, construction, and development activities of the City. This should include all fees, surcharges and hourly rates currently charged as well as fees, surcharges and hourly rates statutorily allowed by the City whether charged or not.
- Document the contributions of all City departments in the generation of fees analyzed as part of this study. This documentation should provide sufficient detail to support appropriate allocations of revenue from the charging department to the departments that assisted in the generation of such revenue.
- Conduct interviews with all relevant City staff to determine current policies and procedures, to define the purpose, uses and goals of the comprehensive user fee and rate structure, ensuring that the development of the calculations will be both accurate and appropriate for the City's current needs.
- Review the documentation supporting the current fee and rate structures for all building, permitting, construction, and development activities and services as necessary.
- Conduct a comparison survey of rates and fees with similar political jurisdictions and size including Spokane County, City of Tacoma, City of Vancouver and the City of Boise as well as other locations deemed appropriate by the Consultant and approved by the City.
- Build a fee structure that recovers the full cost of providing building review, permitting and inspection services related to construction and development that can be modified to accommodate variable cost recovery objectives. This structure should include direct and indirect costs, core staffing contingency, reserve for prepaid work, and reserves for future capital expenses. Strive to make the fee structure efficient to administer and familiar to clients

- Review existing fee levels compared to the full cost calculated in this study and assist the City in the modification of the existing "cost recovery policy".
- Review and discuss a customer service questionnaire prepared by City staff that may be sent to the development community and other users of services from building and permitting.
- Provide a best practices review and critique of the City's underlying activities within building and permitting.
- Conduct an approximate 2 hour on-site study session involving City Council, staff and other interested parties. The study session should address policy considerations for setting fees and rates. Discussion points should include the local markets capacity to absorb higher rates, competition with other jurisdictions and other relevant constraints and considerations.
- Provide input, if any, into fee structures that encourage development. This would include consideration of a modified fee structure that would allow for accelerated service delivery, and/or other flexibility in fee structure.
- Present and discuss results of the study to the Mayor, staff, and also to the City Council (Monday evening legislative session).
- Discuss and provide input, if any, on relationship or nexus of fees to building, permitting, construction and development activities (i.e. to assist in the ultimate rate setting).
- Prepare a draft Comprehensive User Fee and Rate Study with recommendations on options. Participate in the presentation to select City staff and City Council. Collect and document comments and concerns from staff and Council members.
- Prepare a final study, including draft ordinance language, and provide in electronic format to the City. The study and related reports created shall also be made available to the City electronically.
- Provide backup documentation of work products as appropriate to adequately record the Firm's work, including assumptions made, regulation interpretations, methodology used, calculations, rationale supporting recommendations, and meeting or conversation records.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.
- B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.
- C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as an hourly rate that includes all costs necessary to perform the work with a fully detailed budget and a total cost based on the scope provided in Section 2 "Scope of Services". Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 35% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	35 Points (Maximum) 35 Points (Maximum)	70 points
MANAGEMENT PROPOSAL – 30% Firm and Staff Experience/Capabilities/Qualifications	60 Points (Maximum)	60 points
COST PROPOSAL – 35% Reasonableness of Cost for Services Offered	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

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

Attachment 1 – Terms and Conditions



FCS GROUP

CELEBRATING 35 YEARS OF CLIENT SOLUTIONS



CITY OF SPOKANE

Development Services Center Cost of Service and Fee Analysis

REQUEST FOR PROPOSAL #5867-23 ♦ JUNE 26, 2023

June 26, 2023

Connie Wahl
City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, WA 99202

RE: Development Services Center Cost of Service/Fee Analysis (RFP # 5867-23)

Dear Ms. Wahl,

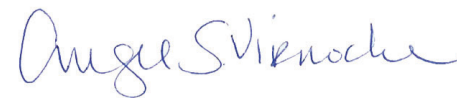
Financial Consulting Solutions Group, Inc., dba FCS GROUP, is pleased to present the attached comprehensive building review, permitting and inspection cost of services study for the City of Spokane (City). Our proposal will demonstrate that we have the requisite experience, local capacity, and familiarity with development fee issues in Washington needed to meet the City's objectives. We appreciate the opportunity to be of service and offer the following commitments that will be of direct benefit to the City – in short, we will:

- Facilitate sound decision-making and management by City staff, public officials, and the development community by applying a solutions-oriented analytical approach to the City's building review, permitting and inspection regulatory fees. Case law and guidance from the Washington State Auditor provides direction for determining the type of costs that can be recovered from a regulatory fee. FCS GROUP's approach is consistent with these guiding principles.
- Identify key policy issues and provide accessible end products from easy-to-interpret reports to easy-to-maintain financial models. Our analysis will include a comparison of fully loaded building and inspection fees to selected neighboring communities.
- Develop practical solutions and policy recommendations that can be implemented by elected officials and City management. Our disciplined technical approach identifies all costs and revenues associated with the aforementioned service fees.
- Draw from our depth and breadth of experience to ensure that the City has access to the best available methodologies. FCS GROUP has performed over 100 unique development cost of service and fee studies for local governments. We have also assisted the City for over two decades on various funding and planning projects.

Our proposed project team includes Angie Sanchez Virnoche (principal-in-charge), Jeff Swanson (project manager), Martin Chaw (technical advisor), Brooke Tacia (technical advisor), Evan Coughlan (senior analyst) and Devin Tryon (analyst). FCS GROUP is a privately-held S-corporation which operates from our principal place of business at 7525 166th Ave. NE, Ste. D-215, Redmond, WA 98052. None of our employees are or were employed by the City in the last 12 months. We confirm that FCS GROUP meets the minimum qualifications as a firm licensed to do business in the State of Washington, and that we have identified two exceptions to the terms and conditions that were uploaded as a separate file. We acknowledge receipt of one addendum to this RFP. Finally, I, Angie Sanchez Virnoche, am authorized to legally bind the firm to a contractual relationship with the City.

We look forward to the privilege of working with the City again. Please contact senior project manager and main contact Jeff Swanson at (360) 975-9466 or jeff@exigyconsulting.com with any questions.

Sincerely,



Angie Sanchez Virnoche
Principal-in-Charge

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TECHNICAL PROPOSAL

The City of Spokane Development Services Center (DSC) is a single line of business within the Community and Economic Development Division. The DSC is responsible for review and inspection services for building, permitting, construction, and development activities. The DSC is a self-sustaining enterprise and operates with a 2023 authorized budget of \$9.5 million and 61.4 FTEs. Its last fee study was in 2007 and fees have not been adjusted since this time. Per the City's RFP, the Department is seeking a comprehensive cost of service review of DSC fees. The City's scope of services will be addressed under three phases as follows:

TABLE 1: SCOPE OF SERVICES AND STUDY PHASING

CITY REQUESTED SCOPE OF SERVICES	PHASE 1 – TECHNICAL ANALYSIS	PHASE 2 – BUSINESS PROCESS ANALYSIS	PHASE 3 – DOCUMENTATION AND PRESENTATION
Create full cost model	X		
Document contributions	X		
Conduct staff interviews	X		
Review fee documentation	X		
Comparative fee survey	X		
Full cost fee schedule	X		
Cost recovery analysis	X		
Review customer service questionnaire		X	
Best practices review		X	
Council workshop		X	
Development encouragement		X	
Presentation of study results			X
Fee nexus and development			X
Draft report			X
Final report			X
Fees Ordinance			X
Document study methodology			X

TASK PLAN

PHASE 1 – COST OF SERVICE TECHNICAL ANALYSIS

TASK 1 | CONDUCT KICK-OFF MEETING

A common understanding of the study’s objectives and expectations is critical to a successful study process. At the beginning of the study, FCS Group will facilitate a remote 60-minute initial study kick-off meeting with the DSC project team to introduce the project team members, discuss the study goals, and review methodology, scope, expectations, schedule, and any specific concerns and issues the DSC project team wishes to investigate further.

Deliverables:

- One remote project kickoff meeting.
- Review detailed data request.

TASK 2 | DATA COLLECTION AND ANALYSIS

Prior to the kick-off meeting, we will provide an initial data request including financial budget and actual data and historical permit volumes. We will work with the DSC project team to determine staff fee-time information. Staffing time records play a critical role in the fee study. They form the basis for determining the hourly rates for DSC staff to provide full cost-based building inspection fee services. Additionally, labor costs typically comprise the largest share of costs to provide fee services. We will work with the DSC project team to develop detailed timesheet records, fee groups, and time categories.

Deliverables:

- Prepare and transmit an initial data request for review during task 1.

TASK 3 | IDENTIFY THE COST-OF-SERVICE

DSC operating costs will be itemized into direct, indirect, and overhead cost components to provide a transparent evaluation of the costs and cost drivers. The total recoverable costs components will be divided into total staff labor hours spent on recoverable activities to determine a DSC-wide loaded hourly rate.

Deliverables:

- Determine portion of DSC costs that are recoverable, consistent with legal and regulatory precedence
- Determine the estimated time spent for each fee service.
- Calculate and determine current cost recovery based on the DSC-wide loaded hourly rate.
- Calculate and determine the full cost-of-service for each fee service.

TASK 4 | DETERMINE LEVEL OF COST RECOVERY

Once the cost-of-service analysis is completed, a cost recovery analysis will be performed by comparing the costs to provide building inspection fee services with either the budgeted or actual revenues supporting the service. The calculated cost of service fees will also be used as a basis of comparison to neighboring jurisdictions, as outlined in the next task.

Deliverables:

- Calculate and determine the current cost recovery under existing fees.
- Review cost of service and cost recovery results with the DSC’s project team.

TASK 5 | FEE COMPARISON TO NEIGHBORING COMMUNITIES

FCS GROUP will work with DSC staff to identify up to four different residential, multi-family, and non-residential project types and their respective project fees. The portfolio of DSC project fees will be used to determine and compare permit fees for the communities of Spokane County, City of Tacoma, City of Vancouver and the City of Boise, ID. Additional communities may be added based on discussions with the DSC project team. The results will then be presented in a user-friendly matrix summarizing the project types and permit fees.

Deliverables:

- Compare project fees by project type for jurisdictions including Spokane County, City of Tacoma, City of Vancouver and the City of Boise, ID.
- Review results and fee comparison with the DSC project team.

PHASE 2 – BUSINESS PROCESS ANALYSIS

TASK 6 | BEST PRACTICES REVIEW

We will provide a best practices review and critique of the City’s underlying activities within building and permitting. Our review will include a review and critique of the DSC’s process for documenting and communicating with the applicant identified changes prior to permit approval and identify potential opportunities for streamlining the review process.

Deliverables:

- Review and critique of the general DSC process for reviewing and approving building and permit applications.



TASK 7 | FEE STRUCTURES AND DEVELOPMENT INCENTIVES

We will provide input, as appropriate, into any fee structures that may encourage development, allow for accelerated service delivery, and achieve overall operational flexibility. We will, through discussions with City staff and reviews of current processes, identify potential opportunities for improving processes and thus encouraging development.

Deliverables:

- Review current DSC processes and identify opportunities for encouraging development.

TASK 8 | TWO-HOUR COUNCIL STUDY SESSION

We will synthesize study findings and conclusions and facilitate one two-hour study session with the City Council, DSC staff, and other interested parties. The study session will include an overview of the overall study process, key findings observed, the significance of these findings to DSC operations and its customers, and potential changes to fees or the fee process.

Deliverables:

- Facilitated two-hour on-site presentation to the City Council, DSC staff, and other interested parties.

PHASE 3 – DOCUMENTATION AND PRESENTATION

TASK 9 | PRESENTATION OF RESULTS

We will prepare a draft executive level presentation summarizing study results from phases 1 and 2 for review with the DSC project team. Upon receipt of comments, the presentation will be finalized prior to presentation to the City Council.

Deliverables:

- Draft presentation of study results; on-site presentation to the City Council.

TASK 10 | DRAFT REPORT

A draft study report will be prepared documenting key findings and recommendations on cost-of-service based fee revisions. Transmit report to DSC project team for review and comment.

Deliverables:

- Written draft report for DSC project team review and comment.

TASK 11 | DSC REVIEW AND COMMENT

DSC project team to review and provide comments on draft report.

Deliverables:

- DSC project team review and comments to draft report.

TASK 12 | FINAL REPORT

We will prepare a final report incorporating any DSC project team comments, as appropriate.

Deliverables:

- Written final report, incorporating comments from DSC project team.

TASK 13 | FEES ORDINANCE

Based on direction from DSC staff, we will prepare a draft ordinance to implement the staff recommended cost-of-service based fees.

Deliverables:

- Draft fees ordinance.

PROJECT ADMINISTRATION

TASK 14 | PROJECT ADMINISTRATION

This task includes the various administrative efforts that will take place over the duration of the study and includes the following:

- Providing summaries or e-mails outlining follow up items, assigned tasks, and schedule milestones.
- Preparing a monthly invoice with a progress report on the activities performed during the billing period.

Deliverables:

- Provide project administration, contract administration and invoicing.

TASK 15 | MONTHLY CHECK IN MEETINGS

This task includes monthly 30-minute project check-ins with the DSC project team. These meetings will focus on project status, discuss any outstanding data needs or clarifications, confirm any upcoming deliverables, and discuss any issues that may impede study progress.

Deliverables:

- Monthly 30-minute project check-in meetings with the DSC project team. These meetings will recur over the duration of the study.

PRELIMINARY SCHEDULE

Tasks	Jul/23	Aug/23	Sep/23	Oct/23	Nov/23	Dec/23	Jan/24	Feb/24	Mar/24	Apr/24	May/24	Jun/24	Jul/24	Aug/24
Task 1 Conduct Kick-off Meeting	█													
Task 2 Data Collection and Analysis	█	█												
Task 3 Identify the Cost-of-Service			█	█	█	█	█							
Task 4 Determine Level of Cost Recovery							█							
Task 5 Fee Comparison to Neighboring Communities							█	█						
Task 6 Best Practices Review								█	█					
Task 7 Fee Structures and Development Incentives								█	█					
Task 8 Two-hour Council Study Session									█					
Task 9 Presentation of Results										█	█			
Task 10 Draft Report											█	█		
Task 11 DSC Review and Comment												█		
Task 12 Final Report													█	█
Task 13 Fees Ordinance													█	█
Task 14 Project Administration	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 15 Monthly Check in Meetings	█	█	█	█	█	█	█	█	█	█	█	█	█	█

Dates are approximate and the overall study schedule will be finalized in collaboration with the City during contracting.

MANAGEMENT PROPOSAL

FCS GROUP, ESTABLISHED IN 1988, IS ONE OF THE COUNTRY'S OLDEST AND MOST RESPECTED INDEPENDENT PROVIDERS OF FINANCIAL, ECONOMIC, AND PUBLIC AGENCY SERVICES IN THE PUBLIC SECTOR.

With over 4,000 engagements for more than 650 government clients, FCS GROUP provides best-in-class analytical solutions that offers our clients the clarity they need to solve their most complex issues in ways tailored specifically to their own communities. As a private practice dedicated exclusively to state and local government issues, we have accumulated the expertise and the perspective that makes a real difference for the clients we serve. Each engagement is a highly personalized, entirely customized experience led by one of our most senior principals who will be your partner in building the solutions and outcomes you need. Our management and technical staff of 35 professionals serve clients throughout the U.S. from four offices located in Spokane and Redmond, Washington, Lake Oswego, Oregon, and Boulder, Colorado.

Our Services

GENERAL GOVERNMENT FINANCIAL ANALYSIS

Our General Government Financial Analysis consultants specialize in helping local and state governments, regional agencies and public safety entities address and solve issues involving policy objectives, public finance, cost recovery, facility financing and long-term facility reinvestment funding, and organizational performance. We have a broad understanding and level of expertise in how local and state governments set and implement policies; how the many different governmental functions are performed; and what role elected officials, the public, community organizations and employees have in making government responsive to community needs.

Financial planning and specific financial analyses can help your elected officials understand what actions need to be taken to maintain or improve a jurisdiction's financial condition and sustainability. FCS GROUP's consultants perform financial forecasting, revenue trend analyses, capital funding analyses, and cost-of-service assessments to help fiscal managers, department heads and elected officials make informed financial and policy decisions.

USER FEES

By determining the full cost of service, we help local and state public agencies establish or update user fees for services ranging from libraries and health inspection to youth sports programs and community swimming pools. Our analyses include identifying direct and indirect costs; reviewing public versus private benefits; and developing policies on how much of the total cost might be subsidized by other revenues. In our experience, user fee studies can also be an essential management tool to help jurisdictions improve cost recovery.



Our Experience with You

FCS GROUP has performed 20 separate and distinct financial consulting and rate development engagements for the City of Spokane since 2005 inclusive of user fee studies, cost allocation planning, organizational assessments, utility rate studies, and expert witness testimony in support of the City. Most recently, FCS GROUP has been involved in a series of water, sewer, and stormwater rate and cost of service studies. Previously, FCS GROUP developed the City's user fees in 2008 and subsequently updated them in 2011. We have also completed projects for Spokane County, multiple special purpose districts within the County, in addition to the cities of Airway Heights, Cheney, Liberty Lake, and Spokane Valley.



COST ALLOCATION PLANNING

Cost allocation plans are often essential to ensuring overhead costs are properly allocated throughout your organization and among its various departments. FCS GROUP works with municipalities to analyze departmental data, allocation and cost factors, and financing strategies, and develop customized financial models to calculate indirect costs and properly allocate them in compliance with regulatory requirements, helping you equitably balance your interdepartmental transactions.

PERFORMANCE AND MANAGEMENT REVIEWS

FCS GROUP evaluates management approaches and practices to help your public agency improve its effectiveness and efficiency. Our consultants are skilled in helping agencies outline goals and objectives for improving performance and developing recommendations and solutions. We also objectively analyze your existing processes, practices, and systems and determine which, if any, best practice models can be applied to improve them.

PUBLIC SAFETY EVALUATIONS

Fire, police and ambulance services are vital to your community. FCS GROUP delivers a broad range of services focused on maintaining the long-term financial sustainability of your public safety departments including ambulance utility rates, fire and EMS service cost of service, and evaluating the feasibility of service contracts, consolidations, and regional fire authorities (RFA).

FACILITIES FINANCIAL PLANNING

Our facilities financial planning practice area focuses on evaluating funding options and alternatives for facility investments, facilities maintenance cost recovery and cost allocation. We can work directly with your community's staff or support a comprehensive facility condition assessment evaluation by partnering with an architectural and engineering firm.

Best Practices

Changes in construction activity, local land use review standards, and development industry trends can all affect the City's development fee revenue and cost recovery levels. Having completed over 100 related fee studies, we understand how each of these factors influence the cost and sustainable funding sources to provide development services.

Broad Experience. FCS GROUP staff have consulting experience in user fees and financial analysis not only for development services, but also for other services involving planning, engineering, transportation, water, sewer, fire, parks, and other functions. The FCS GROUP staff assigned to this study have experience in development fees, development reserve financial planning, and cost allocation plans.

Specific Experience. The FCS GROUP staff assigned to this study have experience in determining a complete profile of costs to deliver plan review, inspection, public hearing, and post-issuance services related to development. Our study methodology recognizes that development services are often provided by a cross-disciplinary team of planners, inspectors, engineers, and support staff. Study results capture direct, indirect, and overhead costs to provide a comprehensive cost estimate to deliver development services. Vancouver can draw from our depth and breadth of experience to ensure that the City has access to the best available methodologies and practices. Our staff has acted as expert witnesses concerning such costs and fees. We have also worked with a variety of departments that fund their development services through the General Fund as well as those that have separate special revenue or enterprise funds.

Policy Expertise. We have designed and executed analytical processes to develop cost recovery policies for clients. As part of developing cost recovery policies, we work with your staff to identify the key policy issues that concern their elected officials and community stakeholders.

Industry Leadership. Recognized as regional experts in cost recovery and user fees, FCS GROUP staff have led educational seminars on development services fees for the Oregon and Washington Finance Officers Associations and have addressed the joint conference of the Oregon and Washington State Associations of City, County and Regional Planning Directors. We have also made presentations to the Washington Association of Building Officials.

Practical Innovation. We have been recognized as pioneers in building fund reserve analysis to help clients avoid large one-time capital outlays for new permitting software and to mitigate the impacts of the development cycles associated with economic recessions. We have developed reserve analyses and financial forecasts for cities and counties throughout the Northwest and have assisted clients identify their deferred or prepaid liabilities as part of their fund balance to show that development fees did not over recover related costs.

Development Fees and Impact Fees. FCS GROUP assists local governments in determining equitable impact fees for land development and finding alternative solutions for cost recovery. Our consultants are knowledgeable of the most up-to-date legal and policy issues regarding impact fees, which vary widely by state and jurisdiction, and are experienced in performing technical analyses.



Project Team

FCS GROUP is promoting a local, focused team who will be available and committed to work on this engagement for its duration. Jeff Swanson, project manager, will have the prime responsibility for the project and will anchor your team throughout. He will be supported by technical advisor Martin Chaw, principal-in-charge Angie Sanchez Virnoche, technical advisor Brooke Tacia, senior analyst Evan Coughlan, and analyst Devin Tryon. With a staff that includes over 35 financial and management consulting experts, FCS GROUP maintains the necessary depth, breadth, and capacity to deliver this project on time and within budget. We commit that staff identified here will perform the work. FCS GROUP has not had a termination for default in the past five (5) years. A summary of each individual's experience is included with two-page resumes included in Appendix A.

We Are Part of Your Community

FCS GROUP is proud to be a Northwest small business. We rent space in three states including a Spokane, Washington office. We provide quality jobs to 30+ hard-working people. The collegiality our staff enjoy results in information and idea sharing both internally and externally – raising the level of the profession across our geographic footprint. FCS GROUP employees spend their earnings buying and renting houses and apartments, purchasing goods and services, paying federal, state, and local taxes, and adding more than \$5 million of economic value (GDP) to the region.



JEFF SWANSON PROJECT MANAGER

Jeff Swanson has over 25 years of professional experience in economic development, planning, land use, site selection logistics, and capital program and project management/delivery. Jeff has previously served as a City Manager for the cities of Battle Ground, WA and Camas, WA, and Director of Economic Development, Clark County, WA. He has extensive development experience from both public and private sector perspectives, understanding both the development and jurisdictional sides of process and entitlement issues. Jeff has led jurisdictional projects in the community development functional area addressing fees/cost of service, fee comparison/market analysis, organizational design/structure, strategic planning, budgeting/forecasting, process improvement/lean, ERP system executive sponsorship, and related stakeholder outreach. His work with SW Washington local government agencies has included Clark County and the cities of La Center, Camas, Washougal, and Vancouver.

Role: Jeff will provide overall project management, analytic guidance and policy direction, budget and schedule adherence, and serve as the City's main point of contact. He will reach out to the City within 4-8 hours regarding any project scope changes or issues. Jeff will be assigned 38% of the project.



Martin Chaw TECHNICAL ADVISOR

Martin Chaw is a senior project manager at FCS GROUP with over 34 years of professional experience in state, local and regional governmental finance and policy analysis. His current areas of practice include utility and general public sector management consulting, with a particular focus on fee development, budgeting, fiscal analysis, financial planning, and program evaluation. Martin regularly presents on government fee and charge topics at regional association conferences, most recently at the Washington Finance Officers Association on User Fees and Charges, in September 2021. Martin's recent, applicable experience includes eight development fee studies in the last two years, including a development and business services fee study for the Cities of Lynnwood and Olympia, Washington and the City of Bend, Oregon; fire impact fee study for the Camas-Washougal Fire Department; cost allocation plan for the City of Olympia; citywide facilities financial plan for the City of Kent; and fire services alternatives and funding options for the City of Black Diamond.

Role: Martin will provide technical advice as needed. Martin will be assigned 11% of the project.



Angie Sanchez Virnoche **PRINCIPAL-IN-CHARGE**

Angie Sanchez Virnoche is an FCS GROUP principal and shareholder with 30 years of experience providing financial and rate development services. Her project work includes policy development, multi-year financial plans and rate strategies, cost-of-service equity studies, rate design restructuring and modernization, capital funding prioritization, renewal and replacement funding evaluations, cost benefit analyses, reserve analysis, and community education and involvement.

In addition to her project management and technical proficiency, Angie routinely collaborates with bond advisors, attorneys, and engineering partners. She also frequently presents results to diverse audiences such as citizen rate advisory groups and boards, commissions and councils to engage and educate participants in the benefits, costs, and decision-making process to achieve consensus and move towards objective fulfillment. Angie has been actively involved in the rate setting industry through various Board and Committee roles throughout her career. Angie is based in our Spokane, WA office.

Role: Angie will provide QA/QC, contract management, and final technical review. Angie will be assigned 8% of the project.



Brooke Tacia **TECHNICAL ADVISOR**

Brooke Tacia is an FCS GROUP project manager with 17 years of financial analysis and modeling experience for jurisdictions in Washington, Oregon, Idaho, Iowa, as well as Washington Conservation Districts. She has performed numerous utility rate analyses, revenue requirement studies, cost-of-service assessments, and utility finance engagements throughout the Northwest. She has also performed in-depth analysis of rate structures, developed weather dependent demand forecasting tools, created purchased water cost predictors based on draught probabilities, crafted alternatives to help mitigate overall charge increases, and analyzed financial stability ratios to gauge utilities' financial health. Brooke is currently developing the City's water, sewer, and stormwater cost of service analysis and GFC updates.

Role: Brooke will provide technical advice as needed.



Evan Coughlan **SENIOR ANALYST**

Evan Coughlan is a senior analyst at FCS GROUP who specializes in rate modeling, research, and data analysis. Evan has assisted clients throughout the Pacific Northwest with cost-of-service studies, multi-year financial planning, and fee development. Evan will serve as technical lead in the development services fee study, and the parks user/operating fee update.

Role: Evan will support the data analysis and fee update. Evan will be assigned 11% of the project.



Devin Tryon **ANALYST**

Devin Tryon is an analyst at FCS GROUP who specializes in statistics and research. Devin has assisted clients with modeling for utility rates and fees and econometric evaluations. In this engagement, Devin will be responsible for overall financial modeling.

Role: Devin will support the data analysis and fee update. Devin will be assigned 30% of the project.



Similar Project Experience and References



“Thanks so much for the really clear presentation! It went very well and our council members seemed very pleased.”

LEONARD BAUER
COMMUNITY PLANNING AND
DEVELOPMENT DIRECTOR
CITY OF OLYMPIA



DEVELOPMENT COST OF SERVICE STUDY (2021)

CITY OF OLYMPIA, WA

The City of Olympia engaged FCS GROUP to prepare a comprehensive development services cost of services fee study. FCS GROUP previously prepared this study for the City in 2016.

Project highlights:

- Updated previous direct labor time needed to provide each permit service.

- Reviewed the direct and indirect labor estimates, non-labor and overhead cost allocations, and historical permit data that support the technical results of the study.
- Prepared an Excel-based financial toolset to assist City staff in forecasting annual permit revenue and expenses based on anticipated construction projects and development activity.
- Reviewed the cost of service and cost recovery for each permit service with City staff and presenting the 85% cost recovery cost of service results to the City Council.

- Evaluated the transition to a dedicated permit fee revenue account, including identifying budgetary changes for implementation.

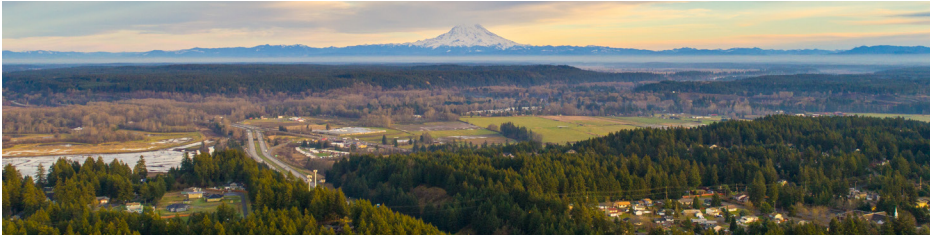
Key Personnel:

- Martin Chaw, Senior Project Manager

Reference:

Leonard Bauer, Director of Community Planning and Development
(360) 753-8206
lbauer@ci.olympia.wa.us





DEVELOPMENT SERVICES COST OF SERVICE STUDY (2023)

THURSTON COUNTY, WA

Thurston County engaged FCS GROUP to prepare a development services cost of service study for its Community Planning and Economic Development department, Public Works department, and Public Health department.

Project Highlights:

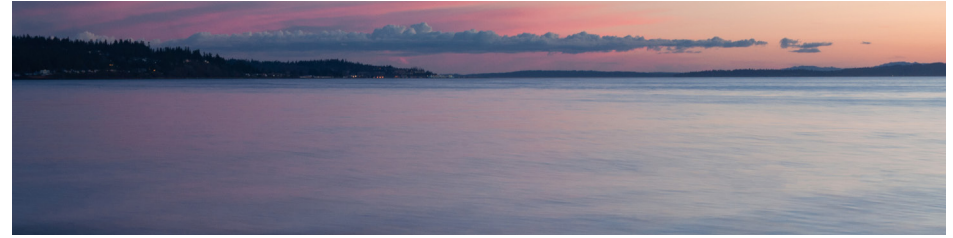
- Reviewed the direct and indirect labor estimates, non labor and overhead cost allocations, and historical permit data that support the technical results of the study.
- Prepared an Excel-based financial toolset to assist City staff in forecasting annual permit revenue and expenses based on anticipated construction projects and development activity.
- Reviewed the cost of service and cost recovery for the top 20% of fees that generate about 80% of revenue for the County (revenue risk mitigation and revenue maximization).
- Strategic focus on the top 20% of fees that generate about 80% of revenue for the County.

Key Personnel:

- Martin Chaw, Senior Project Manager
- Jeff Swanson, Technical Advisor
- Evan Couglan, Analyst
- Devin Tryon, Analyst

Reference:

Summer Miller, Fiscal Manager
(360) 867-2648
summer.miller@co.thurston.wa.us



DEVELOPMENT AND BUSINESS SERVICES FEE STUDY (2021)

CITY OF LYNNWOOD, WA

The City of Lynnwood engaged FCS GROUP to prepare a comprehensive cost of service fee analysis for the department’s land use, building, development engineering, and fire inspection permit fees.

Project highlights:

- Reviewed direct and indirect labor costs, non-labor and overhead cost allocations, and historical permit data.
- Prepared a customized Excel-based financial forecast toolset.
- Reviewed the cost of service and cost recovery for each permit service to achieve 100% cost recovery.

Key Personnel:

- Martin Chaw, Senior Project Manager

Reference:

Robert Mathias, Deputy Directory
Development and Business Services Department
(425.670.5415)
rmathias@lynnwoodwa.gov

Additional Building and Development Fee Experience

In addition to the previously referenced experience, the following table offers additional experience in performing building fee, development cost of service studies, and other cost recovery analyses for select cities and counties in Washington state.

Client	Planning Cost of Service	Building Cost of Service	Indirect and Overhead Cost Allocation	Development Fee Design	Cost Recovery and Program Funding	Comparable Cost and Fee Analysis	Reserve Funding	Stakeholder Outreach
Auburn, WA	•	•			•	•		
Bainbridge Island, WA	•	•		•	•	•		•
Bellevue, WA	•	•	•	•	•	•	•	•
Bellingham, WA	•	•		•	•	•	•	•
Bothell, WA	•	•		•	•	•		
Covington, WA	•	•			•	•	•	•
Cowlitz County, WA	•	•		•	•	•	•	
Issaquah, WA	•	•		•	•	•	•	
Jefferson County, WA	•	•			•	•	•	
Kenmore, WA	•	•		•	•	•	•	
Kennewick, WA	•	•	•		•	•	•	•
Kent, WA			•		•		•	
Kirkland, WA	•	•	•	•	•	•		
Kittitas County, WA	•	•			•	•	•	
Lynnwood, WA	•	•			•	•	•	
Marysville, WA	•	•			•	•	•	
Mercer Island, WA	•	•	•	•	•	•		•
Monroe, WA	•		•	•	•	•		
Mountlake Terrace, WA	•	•	•	•	•	•		
Newcastle, WA	•	•	•		•	•		
Port Angeles, WA	•	•		•	•	•		
Olympia, WA	•	•		•	•	•	•	•
Puyallup, WA	•	•	•	•	•	•		
Redmond, WA	•	•	•	•	•	•	•	•
Ridgefield, WA		•	•			•		
San Juan County, WA	•	•			•	•	•	
Seattle, WA	•	•		•	•	•	•	•
Snohomish County, WA	•	•		•	•	•	•	•
Shoreline, WA	•	•		•	•	•		
Spokane, WA	•	•	•		•	•	•	
Thurston County, WA		•		•	•	•	•	
Toppenish, WA	•	•	•	•	•	•		
Vancouver, WA	•	•	•	•	•	•	•	•
Walla Walla, WA	•	•	•	•	•	•		•
Woodinville, WA	•	•	•	•	•	•		



COST PROPOSAL

Tasks	Consultant Hours						Total Labor Hours	Expenses	Budget	Percentage of Total
	Principal A. Virnoche	Project Manager J. Swanson	Technical Advisor M. Chaw	Sr. Analyst E. Coughlan	Analyst D. Tryon	Admin. Support				
2023 Hourly Billing Rates:	\$295	\$275	\$230	\$170	\$155	\$95				
PHASE 1										
1 Conduct kickoff meeting	2	4	2	2	2	0	12		\$2,800	3.3%
2 Data collection and analysis	0	12	2	8	40	0	62		\$11,320	13.2%
3 Identify the cost of service	0	4	2	8	16	0	30		\$5,400	6.3%
4 Determine level of cost recovery	2	4	0	8	16	0	30		\$5,530	6.4%
5 Fee comparison to neighboring communities	2	4	0	8	16	0	30		\$5,530	6.4%
Phase Subtotal	6	28	6	34	90	0	164	\$0	\$30,580	35.5%
PHASE 2										
6 Best practices review of current business processes	2	24	2	4	4	0	36		\$8,950	10.4%
7 Review fee structures and incentives for development	2	16	2	4	4	0	28		\$6,750	7.8%
8 Council study session (on site)	2	8	8	0	0	0	18	\$500	\$5,130	6.0%
Phase Subtotal	6	48	12	8	8	0	82	\$500	\$20,830	24.2%
PHASE 3										
9 Presentation of study results (on site)	2	8	8	0	0	0	18	\$500	\$5,130	6.0%
10 Prepare draft report	2	16	4	8	48	0	78		\$14,710	17.1%
11 City review and comment	0	0	0	0	0	0	0		\$0	0.0%
12 Prepare final report	2	4	0	4	8	0	18		\$3,610	4.2%
13 Prepare draft fees ordinance	2	4	4	0	8	0	18		\$3,850	4.5%
Phase Subtotal	8	32	16	12	64	0	132	\$500	\$27,300	31.7%
14 Project administration	2	8	2	0	0	8	20		\$4,010	4.7%
15 Monthly check in meetings (30 mins ea)	0	4	4	4	4	0	16		\$3,320	3.9%
Administration Subtotal	2	12	6	4	4	8	36	\$0	\$7,330	8.5%
Total Project Budget	22	120	40	58	166	8	414	\$1,000	\$ 86,040	100%
	\$6,490	\$33,000	\$9,200	\$9,860	\$25,730	\$760		\$1,000	\$ 86,040	
	8%	38%	11%	11%	30%	1%		1%	100%	

APPENDIX A- RESUMES



Angie Sanchez Virnoche
Principal-in-Charge

Angie Sanchez Virnoche is an FCS GROUP principal and shareholder with 30 years of experience

providing financial and rate development services in a variety of capacities for water, wastewater, stormwater, solid waste and electric utilities.

Her project work includes policy development, multi-year financial plans and rate strategies, cost-of-service equity studies, rate design restructuring and modernization, capital funding prioritization, renewal and replacement funding evaluations, cost benefit analyses, reserve analysis, and community education and involvement.

Angie has been actively involved in the rate setting industry through various Board and Committee roles throughout her career including: Northwest Public Power Association Board of Trustees (2013-2019) and, NWPPA Education and Workforce Development Committee (current); lead Rate-Setting presenter for the Washington State Department of Commerce Infrastructure Academies and one-day Rate Setting Workshops; recognized technical rate and financial expert within the Washington Public Utility District Association offering technical and policy presentations, Environmental Protection Agency (EPA) Environmental Finance Advisory Board advising on issues related to fiscal sustainability, conservation, affordability and other issues brought forth to the Board from across the United States, covering all utilities; American Water Works Association National Rates and Charges Subcommittee and is a contributing author of the AWWA M1 manual on Principles of Water Rates, Fees and Charges.

EDUCATION

- BS, Business Administration and Finance, Oregon State University

CAREER SUMMARY

- 30 years (since 1993) professional municipal rate and fee consulting experience
- Joined FCS GROUP in 2006

EXPERTISE

- Cost-of-Service Utility Rate Studies (Water, Sewer, Stormwater, Solid Waste and Electric)
- System Development Charges (SDCs)/Connection Charges
- Development of Customer User Profiles
- Fiscal Policy Development
- Comprehensive and Master Plan Financial Chapters
- Rate Design Restructuring
- Utility Formations
- Multi-year Financial Planning
- Capital Infrastructure Planning
- Funding Alternatives
- Cost Benefit Analyses
- Reserve Analysis
- Community Education and Involvement

PROFESSIONAL AFFILIATIONS

- American Water Works Association - National, Rates and Charges Subcommittee; Standards Committee
- Washington Finance Officers Association
- Northwest Public Power Association
- Washington Association of Public Utility Districts
- EPA Environmental Finance Advisory Board

CONTACT

- AngieS@fcsgroup.com
(425) 336-4157

Washington

SPOKANE

- Rate Structure Analysis
- Water, Sewer, and Stormwater COSA and Rate Design

SPOKANE COUNTY

- Wastewater Management Plan Financial Chapter
- Wastewater Rate Consultation
- Wastewater Rate Study and Update
- Solid Waste Rate Study

CAMAS

- Water, Sewer, Storm, Sanitation Utility Rate Study
- Financial Consulting Services (On-Call)
- Water and Sewer Revenue Requirement
- Water System Plan

CHELAN

- Water and Sewer Cost of Service Rate Study and Connection Charge Update

CHENEY

- Electric Cost of Service Rate Study
- Water Cost of Service Study

CLE ELUM

- Upper Kittitas County Regional WWF Rate Assistance

DAYTON

- Water and Sewer Utility Financial Plan

ELLENSBURG

- Electric Utility Rate Development
- Consulting Services
- Water, Sewer, Electric, and Gas Cost of Service Rate Study

KENNEWICK

- Stormwater Rate Study
- Water and Wastewater Rate Study
- Strong Waste Surcharge Study
- On Call Rate Assistance

MOSES LAKE

- Water and Wastewater Rate Study
- Wastewater Plan Financial Analysis

NORTH BEND

- Retail Water GFC Update and Wholesale Rate and GFC Development
- Water and Wastewater Rate Study
- Wastewater Facilities Plan and Rate Study
- Sewer System GFC Study
- Parity Certification
- Water Rate Study and GFC Update

OLYMPIA

- Water Rate Study Update
- Wastewater Management Plan Financial Chapter
- Public Utility District Wholesale Water Rate Study Update
- Stormwater Rate Structure Review
- Water Plan Financial Analysis

PASCO

- Water, Sewer, Stormwater and Irrigation Water Rate Study
- Process Water Reuse Facility Utility Rate Study
- Process Water Reuse Facility Connection Charge Analysis
- Process Water Reuse Facility Capital Facilities Plan
- Fiscal Impact Analysis
- ICAP Update
- Water and Sewer Cost of Service Rate Study

RICHLAND

- Solid Waste Rate Study and Business Case Evaluation
- Water Comprehensive Plan and Rate Study
- Sewer Utility System Plan Financial Chapter and Rate Study
- Electric Cost-of-Service Review and Rate Design

ROSLYN

- Water and Wastewater Rate Study

TACOMA

- Water Cost of Service Rates
- Economic Development Fee Analysis
- Solid Waste Rate Development
- Water Rate Advisory Services

TOPPENISH

- Water, Wastewater and Solid Waste Cost of Service and Rate Study



Jeff Swanson
Project Manager

Jeff Swanson has over 25 years of professional experience in economic

development, planning, land use, site selection logistics, and capital program and project management/delivery. He has extensive development experience from both public and private sector perspectives, understanding both the development and jurisdictional sides of process and entitlement issues. Jeff has led jurisdictional projects in the community development functional area addressing fees/cost of service, fee comparison/market analysis, organizational design/structure, strategic planning, budgeting/forecasting, process improvement/lean, ERP system executive sponsorship, and related stakeholder outreach. Project experience includes the following.

Washington

VANCOUVER

- Community Task Force on Council Representation

CAMAS

- City Council/Staff Leadership Team Facilitation

CLARK COUNTY

- Land for Jobs Studies
- Charter Review Commission Facilitation

KELSO

- City Council/Staff Leadership Team Facilitation

LA CENTER

- Law enforcement Level of Service Policy and Appropriation Assessment
- City Hall Tenant Improvement
- Community Center Remodel
- City Council/Staff Leadership Team Facilitation

EDUCATION

- BS, Economics, Portland State University
- MS, Systems Science, Portland State University
- MS, Economics, Portland State University
- Ph.D (ABD status), Systems Science, Portland State University

PROFESSIONAL EXPERIENCE

- Managing Director, EXIGY LLC, (2018 – Present)
- Contract Interim City Administrator, City of Camas, WA (2021-present)
- Contract Community and Economic Development Director, City of La Center, WA (2018-present)
- City Manager, City of Battle Ground, WA, (2016 – 2018)
- Director of Economic Development, Clark County, WA, (2013 – 2016)
- Executive Director, Portland Working Waterfront Coalition (2012-2013)

EXPERTISE

- Economic Development
- Cost of Service
- Development Fees
- Planning, Land Use, Site Selection
- Government Administration
- Financial Consulting
- Stakeholder Engagement
- Non-Profit Management
- Capital Program and Project Management

CONTACT

- Jeff@exigyconsulting.com
(360) 975-9466

SHELTON

- City Council/Staff Leadership Team Facilitation

STEVENSON

- Diversity, Equity, and Inclusion Workshop

THURSTON COUNTY

- Development Services Cost of Service Study

WASHOUGAL

- City Council/Staff Leadership Team Facilitation

WORKFORCE SOUTHWEST WASHINGTON

- Business Cases

Oregon

PORTLAND

- Economic Opportunities Analysis and Comprehensive Plan
- Sellwood Bridge Replacement Project representing the Portland Business Alliance

PORTLAND HARBOR

- Intercept Studies and Analysis
- Fish Consumption Study
- Cost Benefit Analysis

METRO PORTLAND

- Value of Jobs Employment Land Readiness Study



Martin Chaw
Senior Project Manager

Martin Chaw is an FCS GROUP senior project manager with over 35 years of professional experience in state, local and regional governmental

finance and policy analysis. His areas of practice include utility and general public sector management consulting, with a particular focus on budgeting, financial planning, and program evaluation. Martin has received formal training in helping organizations implement the Balanced Scorecard from the Harvard Business School. He also serves as an adjunct professor at Seattle University’s Institute of Public Service, where he instructs graduate-level classes on Public Finance and Public Budgeting. Project experience includes the following.

Washington

VANCOUVER

- Water and Sewer Rate Study

BAINBRIDGE ISLAND

- Development and Cost Recovery Fee Study

BLACK DIAMOND

- Fiscal Impact Analysis

CASHMERE

- On-Call Financial Services

DES MOINES

- Indirect Cost Allocation Plan

EDGEWOOD

- Development Cost of Service Study

ISSAQUAH

- Development Services Fee Update

JEFFERSON COUNTY

- Development Services Fee Study

KENT

- Indirect Cost Allocation Plan Update

LACEY

EDUCATION

- MPA, Seattle University
- BA, University of Washington

CAREER SUMMARY

- 35 (since 1988) years professional and municipal experience
- Joined FCS GROUP in 2018. Prior work includes:
 - Budget Manager – WA State Employment Security Department
 - Fiscal Analyst – WA State Committee on Ways and Means
 - Senior Legislative Auditor – WA State Joint Legislative Audit and Review Committee
 - Financial Planning Manager – Cities of Redmond and Auburn
 - Fiscal Manager – City of Bellevue Utilities Department

EXPERTISE

- Government Finance and Budgeting
- Long-Range Financial Planning
- Performance Measurement and Benchmarking
- Program and Process Review and Improvement
- Legislative Research
- Utility Rate Studies

CONTACT

- MartinC@fcsgroup.com
(425) 274-2853

- Indirect Cost Allocation Plan Update

LYNNWOOD

- Development and Business Services Fee Study

MARYSVILLE

- Development Services Cost of Service and Fee Update

MCCLEARY

- Cost Allocation Plan

NEWCASTLE

- Development Services Full Cost Fee Review

NORTH BEND

- Financial and Budget Analysis

OLYMPIA

- Indirect Cost Allocation Plan
- Development Cost of Service Study

PACIFIC

- Connection Fee Study
- Citywide Fiscal Sustainability Plan

PASCO

- ICAP Update

PORT ANGELES

- Permitting Fee Study

REDMOND

- Financial Research and Forecasting
- Business Case Analysis

SHELTON

- Indirect Cost Allocation Plan Update

SHORELINE

- Development Impact Analysis

SNOHOMISH HEALTH DISTRICT

- CAP Update

STANWOOD

- Cost Allocation Plan

THURSTON COUNTY

- Development Services Fee Survey

TOPPENISH

- Indirect Cost Allocation Plan
- Development Service Fee Study

Oregon

ASHLAND

- Cost Allocation Plan

BEND

- Community Development Department Fee Study

HILLSBORO

- Indirect Cost Allocation Model

MANZANITA

- Building Fee Review
- Indirect Cost Allocation Plan
- General Financial Services and CAP Update

Idaho

COEUR D'ALENE

- Indirect Cost Allocation Plan Update
- Impact Fee Study

PUBLICATIONS/SEMINARS/SPEAKING ENGAGEMENTS

- *Financing City Of Boise Water Renewal Facilities: A Case Study On One City's Experience With Capital Funding Strategies And Options For The Community*, Pacific Northwest Clean Water Association, September 2022
- *Financial Forecasting in Uncertain Times*, Puget Sound Finance Officers Association, August 2022
- *Establishing Indirect Overhead Charges and User Fees*, Washington Finance Officers Association, September 2021
- *Establishing Indirect Overhead Charges and User Fees*, Washington Finance Officers Association, May 2021



Brooke Tacia
Project Manager

Brooke Tacia is an FCS GROUP project manager with 17 years of financial analysis and modeling experience for

jurisdictions in Washington, Oregon, Idaho, Iowa, as well as Washington Conservation Districts. She has performed numerous water, sewer, stormwater, solid waste, and electric utility rate analyses, revenue requirement studies, cost-of-service assessments, and utility finance engagements throughout the Northwest. She has also performed in-depth analysis of rate structures, developed weather dependent demand forecasting tools, created purchased water cost predictors based on draught probabilities, crafted alternatives to help mitigate overall charge increases, and analyzed financial stability ratios to gauge utilities’ financial health. Additionally, Brooke has presented “Rate Setting Fundamentals” for the American Water Works Association and Association of Washington Cities and most recently presented “COVID-19-Utility Responses and Impacts” for the Washington Finance Officers Association. Project experience includes the following.

Washington

SPOKANE

- Water, Sewer, and Stormwater Cost of Service Analysis and Rate Design
- Outside City Rate Litigation and Expert Witness Services

AIRWAY HEIGHTS

- Water and Sewer Rate Update and Transportation Impact Fee Study

CHELAN

- Water and Sewer Cost of Service Rate Study and Connection Charge Update

LONGVIEW

- Industrial Water Rate Analysis

EDUCATION

- BA, Economics, Western Washington University

CAREER SUMMARY

- 17 years (since 2006) professional experience
- Joined FCS GROUP in 2015

EXPERTISE

- Cost-of-Service Analysis and Rate Studies (Water, Sewer, Stormwater, Solid Waste, and Electric)
- System Development Charges (SDC) / Connection Charges
- Utility Revenue Requirement
- Utility Rate Modeling
- Conservation District Rate Development

PROFESSIONAL AFFILIATIONS

- Women in Public Finance Association

CONTACT

- BrookeT@fcsgroup.com
(425) 502-6225

LYNNWOOD

- Financial Consulting Services
- Water, Sewer and Stormwater Rate Study
- Sewer Plan Financial Analysis

NORTH BEND

- Water and Sewer Rate Study and GFC Update

OLYMPIA

- Water Master Plan – Financial Chapter
- Stormwater Rate Study

OTHELLO

- Water Revenue Requirement Study

PASCO

- Water, Sewer, Stormwater and Irrigation Cost of Service and Rate Study
- Process Water Reuse Facility Utility Rate Study
- Process Water Reuse Facility Capital Facilities Plan
- Process Water Connection Charge and Cost of Service Rate Model Update
- Water and Sewer Cost of Service Rate Study
- Water and Sewer Capital Expansion Fee Update
- Irrigation Utility Revenue Requirement & Connection Charge Update

POULSBO

- Sewer Master Plan Update

RICHLAND

- Water Master Plan – Financial Chapter and Rate Study
- Solid Waste Rate Study and Business Case Analysis
- Water and Sewer Revenue Requirement and Facility Fee Study
- Water and Irrigation Water Cost of Service Analysis

SNOHOMISH

- Water Cost of Service Rate Study

STEVENSON

- Water and Sewer Rate and SDC Study

WALLA WALLA

- Utility Rate Study

YELM

- Sewer Facilities Plan – Financial Chapter
- Water System Plan Update
- Sewer Surcharge Development
- Sewer Financial Services On-Call

Oregon

BEND

- Outside City Multiplier Analysis
- Water, Wastewater and Stormwater Rate Studies
- Sewer Cost of Service Analysis
- Sewer Utility Rate Model
- Stormwater Utility Rate Model
- Water Utility Rate Model
- Integrated Water Plan Financial Analysis
- Sewer Cost of Service Analysis

NEWPORT

- Water, Sewer and Stormwater and Infrastructure Rate Study

PORTLAND

- Solid Waste Reserve Fund Analysis

Arizona

PEORIA

- Water, Wastewater and Solid Waste Rate Study
- Water and Wastewater Rate Update and Drought Rate Surcharge

Idaho

COEUR D’ALENE

- Water Rate Study and Capitalization Fee

SANDPOINT

- Water and Sewer Cost of Service Study



Evan Coughlan
Senior Analyst

FCS GROUP

Evan Coughlan is an FCS GROUP senior analyst who specializes in rate modeling for water, sewer, stormwater, solid waste, and electric utilities. His previous experience includes financial analysis, economic services, public policy and data research. Project experience includes the following.

Washington

ALDERWOOD WATER AND WASTEWATER DISTRICT

- Water and Sewer Rate, GFC and Development Fee Study

BLAINE

- Wholesale Water Rate Update
- Wastewater Rate Update
- Water Rate Update

BOTHELL

- Rate Advisory Services
- Water, Sewer and Stormwater CFC Study

CARNATION

- Stormwater Formation and Rate Study

CHENEY

- Electric Cost of Service Rate Study

CONNELL

- Water and Sewer Rate Study

EDGEWOOD

- Sewer Plan Financial Analysis

JEFFERSON COUNTY

- Development Services Fee Study

LYNNWOOD

- Development and Business Services Fee Study
- Sewer Plan Financial Analysis

EDUCATION

- BA, Business Administration with a Finance concentration, University of Washington.

CAREER SUMMARY

- Two years (since 2021) professional experience
- Joined FCS GROUP in 2021

EXPERTISE

- Rate Study Development (Water, Sewer, Stormwater, Solid Waste, Electric)
- Fee and Charges Development
- Data Collection and Research
- Financial Consulting

CONTACT

- EvanC@fcsgroup.com
(425) 882-2242

MARYSVILLE

- Solid Waste Rate Study

MCCLEARY

- Cost Allocation Plan

OLYMPIA

- Wholesale Water Rate Update
- Indirect Cost Allocation Plan

PACIFIC

- Citywide Fiscal Sustainability Plan
- Water, Sewer, and Stormwater Rate and Connection Fee Study

PORT ANGELES

- Permitting Fee Study

SHELTON

- Equipment Maintenance and Repair Financial Study
- Sewer Financial Chapter
- Equipment Lease Analysis

SPOKANE VALLEY

- Stormwater Plan and Rate Study

TERRACE HEIGHTS SEWER DISTRICT

- COSA Rate Study

THURSTON COUNTY

- Land Use, Health, & Food Services Permitting Cost Study

WASHINGTON STATE DEPARTMENT OF ECOLOGY

- Local Government Solid Waste Management Funding Study

WHATCOM COUNTY PUD

- Water Rate Study and Analysis

Oregon

BEND

- Community Development Department Fee Study

HAPPY VALLEY

- Community Center Feasibility Study

MILWAUKIE

- Climate Action Financing

OREGON CITY

- Rate and SDC Benchmarking Study

Colorado

LOVELAND

- Water and Sewer Rate Study



Devin Tryon
Analyst
FCS GROUP

Devin Tryon is an FCS GROUP analyst who specializes in data collection and rate modeling. His previous experience includes financial analysis, economic services, and data research. Project experience includes the following.

Washington

AIRWAY HEIGHTS

- Water and Sewer Rate and GFC Update

ALDERWOOD WATER AND WASTEWATER DISTRICT

- Water and Sewer Rate, GFC and Development Fee Study

BENTON COUNTY

- Adair Park Funding Analysis

CANNON BEACH

- Water, Sewer, and Stormwater Rate Study

EDMONDS

- Water, Sewer and Stormwater Rates and GFCs
- Utility Policy Issue Analysis

JEFFERSON COUNTY

- Development Services Fee Study

KITSAP COUNTY

- Stormwater Rate Study

MARYSVILLE

- Development Services Cost of Service and Fee Update

OLYMPIA

- Indirect Cost Allocation Plan

SNOHOMISH CO PUD 1

- Water Rate & Connection Charge Update

SNOQUALMIE

- Capital Facilities Funding Plan

EDUCATION

- BS, Economics, Arizona State University

CAREER SUMMARY

- Joined FCS GROUP in 2023

EXPERTISE

- Rate Modeling
- Fee and Charges Development
- Data Collection and Research
- Financial Consulting

CONTACT

- DevinT@fcsgroup.com
(425) 361-0391

SPOKANE

- Water, Sewer and Stormwater COSA and Rate Design

THURSTON COUNTY

- Land Use, Health, & Food Services Permitting Cost Study

WASHOUGAL

- Water, Sewer, and Stormwater Rate Study

Oregon**CANBY**

- Economic Opportunity Analysis

WILSONVILLE

- Frog Pond East and South Master Plan

Arizona**MOHAVE COUNTY**

- Housing Study and Needs Assessment

Idaho**COEUR D'ALENE**

- Indirect Cost Allocation Plan Update

Florida**PEMBROKE PINES**

- Parks and Recreation Master Plan and Funding Strategy

APPENDIX B - SIGNED ACKNOWLEDGMENT OF ADDENDUM



June 21, 2023

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #5867-23 - Development Services Center Cost of Service/Fee Analysis

This Addendum 1 to the above identified Request for Proposals is being issued to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. **Q:** Would you like proposers to upload a single document containing the technical proposal, management proposal, and cost proposal? Or are you expecting three separate documents?

A: One Proposal document with all parts of Proposal is preferable. If multiple documents are used, the Proposer must make sure to use the extra document upload lines provided. Only one document can be uploaded per line item in ProcureWare. There are multiple lines provided for uploading a document. Uploading an additional document in one line item will replace the existing document with the new uploaded document.

2. **Q:** Would it be possible to obtain the current structure of the City's Cost Allocation Plan?

A: In 2006, The City recovered approximately 80% of permitting costs. The staff and consultant recommended to increase fees to recover 96%, which was a 16% increase of the existing fees.

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

Authorized Signature

Thank you for taking
the time to review
our qualifications.





7525 166th Ave. NE, Ste. D-215 / Redmond, WA 98052 / (425) 867-1802 / fcsgroup.com



City of Spokane
CONSULTANT AGREEMENT
Title: DEVELOPMENT SERVICE CENTER
COST OF SERVICE/FEE ANALYSIS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **FINANCIAL CONSULTING GROUP, INC.**, whose address is 7525 116th Avenue NW, Suite D-215, Redmond, Washington 98052 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to conduct the Development Service Center Cost of Service/Fee Analysis; and

WHEREAS, the Consultant was selected from RFP No. 5867-23.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on **September 1, 2023, and ends on August 31, 2025,** unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **EIGHTY-SIX THOUSAND FORTY AND NO/100 DOLLARS (\$86,040.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane, Development Services Center, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and

the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to

be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work

product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may

then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have

attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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 Agreement by having legally-binding representatives affix their signatures below.

FINANCIAL CONSULTING GROUP, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s Proposal

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

4.6

4.6 - Council Sponsor: CP Kinnear MOU regarding JAG Disparate Jurisdictions

Lundgren, Justin

| For Information

Attachments

[Briefing Paper - MOU for JAG Disparate Jurisdictions.docx](#)

[JAG Disparate Jurisdiction MOU FINAL.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Justin Lundgren
Contact Email & Phone	jclundgren@spokanepolice.org 625-4115
Council Sponsor(s)	Council President Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MOU with Spokane County over JAG Disparate Jurisdictions
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane and Spokane County are identified as disparate jurisdictions and have annually submitted a joint application to the Dept. of Justice for JAG grant funds. An existing MOU (OPR 2011-0729) provided guidelines and understanding of how each agency would allocate the awarded funds.</p> <p>Recently, the City of Spokane Valley was added as a disparate jurisdiction along with City & County for intents of the JAG award and a revised MOU is needed to include the Valley.</p> <p>The new MOU adds the Valley; who will receive half of what is allocated to the County and does not affect the City's allocation.</p>
Proposed Council Action	Approval of MOU – October 2nd
Fiscal Impact	
Total Cost: <u>\$0</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the CITY OF SPOKANE, THE CITY OF SPOKANE VALLEY and SPOKANE COUNTY, SPOKANE COUNTY SHERIFF AND SPOKANE COUNTY PROSECUTOR.

The parties agree as follows:

1. BACKGROUND

- A. Since the inaugural Edward Byrne Memorial Justice Assistance Grant (JAG) in 2005 (and the Local Law Enforcement Block Grant prior to 2005), the City of Spokane and Spokane County have met annually to determine how to re-allocate the disparate funding as defined by the Department of Justice. As a disparate jurisdiction, both entities are required to submit a joint application with one jurisdiction agreeing to serve as fiscal agent. In 2022, as a result of action by the Governor, the City of Spokane Valley was included in the disparate jurisdiction allocation.

2. GRANT ALLOCATION

- A. In order to streamline this process, effective in 2023 and to apply to future years, the City of Spokane and Spokane County agree to an equal allocation of the annual JAG (i.e., the total JAG allocation for the Spokane County region will be split at fifty percent (50%) each for the City of Spokane and Spokane County).
 - i. Spokane County's allocation will be split fifty percent (50%) each between the Spokane County Prosecutor's Office and the Spokane County Sheriff's Office.
 - ii. Effective October 1, 2022, the City of Spokane Valley will receive fifty percent (50%) of the Spokane County Sheriff's award. This will continue for each year unless the City of Spokane Valley is not considered a disparate jurisdiction.
- B. A condition of this equal allocation of funding will be the annual rotation of the fiscal agent between the two jurisdictions. The City of Spokane will act as fiscal agent in 2023 and odd years following. Spokane County will act as fiscal agent in 2024 and even years following. When serving as fiscal agent, that jurisdiction will be allowed up to ten percent (10%) of the award for the costs associated with administering the JAG.
 - i. The administrative costs each year will be taken by the fiscal agent for that year and will be calculated as ten percent (10%) of the total award.
 - ii. The City of Spokane Valley forgoes the option to take part in the annual rotation. As a result of this decision, it will receive fifty percent (50%) of the Spokane County Sheriff's Office JAG allocation each year.
 1. The City of Spokane Valley will collaborate with the Spokane County Sheriff's Office to ensure that all information required for reporting is available for entry each quarter.
- C. This allocation of funding will need to be revisited if other jurisdictions are added to the current City of Spokane/City of Spokane Valley/Spokane County disparity, nulling the

ability to split the balance at fifty percent (50%) between the City of Spokane and Spokane County. Furthermore, if circumstances change in the future and all parties are amenable, this agreement can be revisited.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

City Attorney

Dated: _____

CITY OF SPOKANE VALLEY

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

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

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

ATTEST:

Amber Waldref, Commissioner

Ginna Vasquez, Clerk of the Board

Chris Jordan, Commissioner

Dated: _____

SPOKANE COUNTY SHERIFF

By: _____
Spokane County Sheriff

Dated: _____

SPOKANE COUNTY PROSECUTOR

By: _____
Spokane County Prosecutor

4.7

4.7 - Set Revenue Hearing for 10/23/2023

Boston, Matthew

Setting public hearing on possible revenue sources for the 2024 Budget on October 23, 2023.

Attachments

[2024 Revenue Hearing Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org ; x6820
Council Sponsor(s)	CP Kinnear, CM Wilkerson,
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Set Revenue Hearing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Setting public hearing on possible revenue sources for the 2024 Budget on October 23, 2023.</p> <p>A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2024 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 13, 2023 agenda.</p>
Proposed Council Action	Setting the hearing date for 10/23/2023
<p>Fiscal Impact</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A - This is a hearing to gather response from community and required by RCW, no proposal made.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>This is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A - This is a hearing to gather response from community and required by RCW, no proposal made</p>	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A This is a hearing to gather response from community and required by RCW, no proposal made

4.8

4.8 - Set CIP hearing for 11/6/2023

Boston, Matthew

Set hearing for November 6, 2023, for the Citywide Capital Improvement Program 2024-2029.

Attachments

[2024 CIP Hearing Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org ; x6820
Council Sponsor(s)	CP Kinnear, CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Set Capital Improvement Program Hearing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Set hearing for November 6, 2023, for the Citywide Capital Improvement Program 2024-2029 for November 6, 2023. The first reading of the CIP ordinance will be held October 30, 2023, at which time public testimony will also be taken.</p> <p>In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2024 budget, the first year of the Capital Improvement Program reflects the 2024 budget.</p>
Proposed Council Action	Setting the hearing date for 11/6/2023
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A - This is a hearing to gather response from community and required by RCW, no proposal made.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A - This is a hearing to gather response from community and required by RCW, no proposal made	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A This is a hearing to gather response from community and required by RCW, no proposal made

4.9

4.9 - Set Budget hearing for 11/13 & 11/20

Setting the hearings for review of the 2024 Proposed Budget beginning Monday, November 13, 2023 and November 20, 2023.

Attachments

[2024 Budget Hearing Briefing Paper.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org ; x6820
Council Sponsor(s)	CP Kinnear, CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Set Budget Hearings
Summary (Background)	Setting the hearings for review of the 2024 Proposed Budget beginning Monday, November 13, 2023 and November 20, 2023.
*use the Fiscal Impact box below for relevant financial information	As part of the annual budget process, the City Council will hold public hearings on the 2024 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 13, 2023 and November 20, 2023. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.
Proposed Council Action	Setting the hearing date for 11/13/2023 & 11/20/2023
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A - This is a hearing to gather response from community and required by RCW, no proposal made.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A - This is a hearing to gather response from community and required by RCW, no proposal made	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

N/A This is a hearing to gather response from community and required by RCW, no proposal made

4.10

4.10 - Council Sponsor: Councilmember Cathcart *MacConnell, Jacqui*
Interlocal for repairs/mainten

| For Information

Attachments

[Briefing Paper - ILA with CJTC for vehicle maintenance.docx](#)

[IA24-057 Spokane CITY.Training.Vehicle.Maint.Repair with CJTC edits 08.14.-.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement with WSCJTC regarding vehicle repairs
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department hosts Basic Law Enforcement Academy (BLEA) for the Washington State Criminal Justice Training Commission (WSCJTC). BLEA training includes provisions of state owned training vehicles which need routine maintenance and periodic repair services.</p> <p>This interlocal agreement between WSCJTC and City of Spokane outlines the process of WSCJTC owned vehicles being serviced and repaired through the City's Fleet Department.</p> <p>WSCJTC is responsible for reimbursement of costs incurred by the City to repair and service CJTC owned vehicles.</p>
Proposed Council Action	Approval of ILA – Oct. 2 nd
Fiscal Impact	<p>Total Cost: <u>\$0</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the City of Spokane, a municipal corporation of the State of Washington (CITY), and the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (CJTC), each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, among other services, the CJTC provides law enforcement training services at various locations throughout the State of Washington for Washington State Certified Peace Officers through the CJTC’s Basic Law Enforcement Academy (BLEA); and

WHEREAS, these CJTC BLEA training site locations include a site in Spokane located at: Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212; and

WHEREAS, the CJTC provided BLEA training includes CJTC’s provision of state owned training vehicles which need routine maintenance and periodic repair services; and

WHEREAS, CJTC contracts with several City of Spokane Police Department (SPD) officers to act in the capacity of CJTC staff at the Spokane training site (“SPD CJTC Staff”); and

WHEREAS, the PARTIES have identified the need for routine preventative maintenance and periodic repair services of the CJTC training vehicles; and

WHEREAS, CITY utilizes its own City of Spokane Fleet Department (Spokane City Fleet) for preventative maintenance and periodic repair of Spokane City-owned vehicles, including SPD vehicles; and

WHEREAS, CJTC desires to have SPD CJTC Staff arrange for Spokane City Fleet to serve as a primary provider of preventative maintenance and repair services for the CJTC state-owned training vehicles; and

WHEREAS, CJTC also desires to have SPD CJTC Staff facilitate securing CJTC contracts with Spokane area private vendors to be available as backup service providers when Spokane City Fleet lacks capability to provide services; and

WHEREAS, CJTC is a state agency obligated to comply with state procurement laws applicable to private vendor contracts for these state owned CJTC training vehicles which laws are set forth in the Washington State Department of Enterprise Services Public Policy No. POL-DES-125-03 applicable to state Direct Buy contracts which policy is available at: <https://des.wa.gov/sites/default/files/policy-documents/POL-DES-125-03DirectBuy.pdf>;

NOW, THEREFORE, the Parties agree as follows:

A. PURPOSE.

The purpose of this Interlocal Agreement is to outline the mutual agreement and shared understanding of CITY and CJTC regarding vehicle routine maintenance and periodic repair of CJTC state-owned vehicles used for training at CJTC BLEA training conducted at the Spokane Police Training Center located at 2302 North Waterworks Street, Spokane, WA 99212.

B. BACKGROUND.

As of the date of execution of this Interlocal Agreement, the contemplated CJTC state-owned vehicles used for BLEA at the Spokane Police Training Center location number 12 in total (8 retired-from-other-agency police SUVs and an additional 4 soon to be forthcoming). This Agreement intends to cover all additional CJTC state-owned vehicles as they are added to the training inventory during the term of this Interlocal Agreement.

C. TERM.

This Agreement shall commence July 1, 2023, and continue through December 31, 2033, unless terminated earlier in accordance with Section I herein, and may thereafter be renewed by mutual decision of the parties.

D. RESPONSIBILITIES OF THE PARTIES.

CITY.

1. CITY, through Spokane City Fleet, will be the primary provider of CJTC vehicle maintenance and periodic repair services.
2. CITY, through Spokane City Fleet, will develop a system for segregating CJTC state-owned vehicles serviced by City Fleet from all other vehicles services by City Fleet to ensure CJTC is accurately billed for services provided only to its vehicles.
3. Upon delivery of CJTC vehicles to the Spokane City Fleet designated location, Spokane City Fleet will conduct the preventative maintenance and safety check services listed in the CJTC state Direct Buy private vendor contract attached as an Exhibit to this Interlocal Agreement.
4. CITY, through Spokane City Fleet, will additionally provide CJTC repair services when Spokane City Fleet has the capability of providing such services depending on a

variety of factors impacting such capability (i.e., make/model of vehicle and availability of parts, nature of the repair work needed, availability of skillset needed for repairs, etc.).

5. CITY, through Spokane City Fleet, will bill CJTC directly for the cost of services conducted on CJTC vehicles.

CJTC.

1. CJTC, through SPD CJTC hired officers, will transport CJTC vehicles to the Spokane City Fleet designated location for preventative maintenance and safety check services listed in the CJTC state Direct Buy private vendor contract attached as an Exhibit to this Interlocal Agreement.
2. CJTC, through SPD CJTC hired officers will communicate in advance with Spokane City Fleet to assess, on a case-by-case basis, City Fleet's capabilities for providing CJTC repair services (versus preventative maintenance) which the PARTIES recognize to be dependent upon a variety of factors (i.e., make/model of vehicle and availability of parts, nature of the repair work needed, availability of skillset needed for repairs, etc.).
3. CJTC, through CJTC hired officers, will pick up CJTC vehicles from City Fleet upon completion of maintenance and/or repair vehicle services and deliver back to the CJTC BLEA training site located at Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212.
4. CJTC shall pay City of Spokane for Spokane City Fleet vehicle maintenance/repair services upon city Fleet invoicing CJTC with invoice identifying hours worked, work completed and rates.
5. CJTC shall finalize a version of the Direct Buy contract form compliant with state procurement law to be used in securing Direct Buy state contracts with Spokane area vendors for vehicle maintenance and repair services Spokane City Fleet may not be able to provide.
6. CJTC, through SPD CJTC hired officers, will facilitate securing CJTC private vendor contracts, utilizing a state approved Direct Buy contract form for such services, with Spokane area vendors to address the continued need for CJTC vehicle maintenance and repair services when Spokane City Fleet cannot perform such services (backup service provider contracts). Selected vendors will be named as the "Contractor" on the contract form and the CJTC Administrator identified in Section E will formally execute these contracts.

E. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

Spokane Police Department	WA. Criminal Justice Training Commission
Sergeant Dave Adams Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: dladams@spokanepolice.org P: (509) 742-8117	Commander Dave Miller CJTC Regional Academies Commander 19010 1 st Avenue S Burien, WA 98148 E: dave.miller@cjtc.wa.gov P: (206) 945-5872

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	WA. Criminal Justice Training Commission
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Monica Alexander Executive Director, WA CJTC 19010 1 st Avenue S Burien, WA 98148 E: monica.alexander@cjtc.wa.gov P: (206) 835-7291

G. INSURANCE.

During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

WA CRIMINAL JUSTICE TRAINING COMMISSION.

CJTC is self-funded for its liability exposures including General Liability and Automobile Liability (\$5 Million) as well as Workers' Compensation (WC - Statutory). WSCJTC also carries excess General Liability Insurance to \$5 Million and excess Workers' Compensation Insurance. Should a covered loss occur in the fulfillment of this Agreement, the CJTC shall provide payment under the terms of its self-funded insurance program.

H. INDEMNIFICATION.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any CJTC or CITY employees or agents while performing work authorized under this Agreement, the parties agree as follows:

The CITY shall protect, defend, indemnify, and hold harmless the CJTC, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the CJTC if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CJTC. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CJTC agrees to protect, defend, indemnify, and hold harmless the CITY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CJTC will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

For this purpose, the CITY and CJTC, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the Cjty shall be personally liable for any act, or failure to act, in connection with this Agreement. It is understood that in such matters they are acting solely as agents of their respective agencies.

I. TERMINATION.

This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section F herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

J. COMPLIANCE WITH LAWS.

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

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

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

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties, shall be valid until put in writing and signed with the same formalities as this Agreement.

O. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

P. NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

Q. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

R. COUNTERPARTS.

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

S. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section I above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties. See provisions in Section III above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the Spokane County Sheriff shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts to the CITY arising from this Agreement.
- G. Termination. See Section I above.

T. SIGNATURES.

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

[signatures on the following page]

SPOKANE POLICE DEPARTMENT

**WA. STATE CRIMINAL JUSTICE
TRAINING COMMISSION**

By: Craig Meidl
Title: Chief of Police

Date: _____

By: Monica Alexander
Title: CJTC Executive Director

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

By:
Title: Clerk of the Authority

Date: _____

Approved as to form:

Approved as to form:

By: Lynden Smithson
Title: City Attorney

Date: _____

By:
Title: Assistant State Attorney General

Date: _____

4.11

4.11 - SPD 2nd Quarter Forfeiture Report

Olsen, Eric

| For Information

Attachments

[Briefing Paper - Quarterly Forfeiture Report.docx](#)

[2023 Q2 Quarterly Forfeiture Report.pdf](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Eric Olsen
Contact Email & Phone	eolsen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Quarterly Forfeiture Report
Summary (Background) *use the Fiscal Impact box below for relevant financial information	As required under SMC 08.19.040 – the Spokane Police Department shall provide City Council quarterly reporting on the receipt of proceeds from all civil forfeiture funds as well as all expenditures of forfeiture funds. This report is submitted to capture activity during the 2 nd quarter of 2023, period ended June 30, 2023.
Proposed Council Action	
Fiscal Impact	
Total Cost: <u>0</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2023 Asset Forfeiture Report

Updated 7/27/2023

2023 Forfeiture Proceeds by Quarter

1st Quarter

Federal Net Proceeds		\$3,574.64
State Net Proceeds		\$10,628.66
Gross Proceeds	\$15,251.39	
Auction Costs/Commissions	(\$3,441.77)	
State 10% Share	(\$1,180.96)	

2nd Quarter

Federal Net Proceeds		\$126,567.68
State Net Proceeds		\$21,754.64
Gross Proceeds	\$25,620.61	
Auction Costs/Commissions	(\$1,448.75)	
State 10% Share	(\$2,417.22)	

3rd Quarter

Federal Net Proceeds		
State Net Proceeds		
Gross Proceeds		
Auction Costs/Commissions		
State 10% Share		

4th Quarter

Federal Net Proceeds		
State Net Proceeds		
Gross Proceeds		
Auction Costs/Commissions		
State 10% Share		

2023 TOTALS

Federal Net Proceeds		\$130,142.32
State Net Proceeds		\$32,383.30

Total \$162,525.62



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2023 Forfeiture Expenditures by Quarter

1st Quarter

Federal Funds		\$4,865.76
Gardner Furniture	\$4,865.76	
State Funds		\$9,062.98
CI Funds	\$4,910.00	
Retained Vehicles	\$3,132.98	
Training & Travel	\$1,020.00	

2nd Quarter

Federal Funds		\$0.00
State Funds		\$45,206.92
CI Funds	\$21,145.00	
Retained Vehicles	\$9,935.66	
Training & Travel	\$14,126.26	

3rd Quarter

Federal Funds
State Funds

4th Quarter

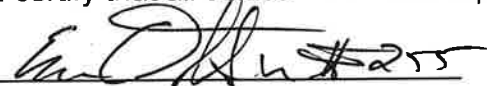
Federal Funds
State Funds

2023 TOTALS

Federal Funds **\$4,865.76**
State Funds **\$54,269.90**

Total Expenditures: **\$59,135.66**

I certify that all seized funds were spent consistent with federal and state laws.


Major Eric Olsen

8-28-23
Date

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the Finance & Administration Committee will be held at 1:15 p.m. on October 16, 2023.