

**Public Infrastructure, Environment, and Sustainability (PIES) Committee
Agenda for 1:15 p.m. Monday, October 24, 2022**

The Spokane City Council's PIES Committee meeting will be held at **1:15 p.m. October 24, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; 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 Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 4th 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

I. Call to Order

II. Approval of Minutes

- [September 26, 2022 PIES Meeting](#)

III. Discussion Items

- [Managerial & Professional Association Collective Bargaining Agreement 2022-2026 – Garrett Jones \(10 minutes\)](#)
- [Lieutenants and Captains Association Collective Bargaining Agreement 2022 – Mike Piccolo \(5 minutes\)](#)
- [Resolution Affirming the Use and Importance of Dams – CM Bingle \(5 minutes\)](#)
- [SREC Dispatch Ordinance – CP Beggs \(10 minutes\)](#)
- [Police SBO for 8 Police Radio Dispatcher I FTE Positions – Justin Lundgren \(10 minutes\)](#)
- [Police Academy Restroom ADA Upgrade & Remodel – David Steele \(5 minutes\)](#)
- [SBO for Hotel/Motel Tax Fund – Michelle Murray \(5 minutes\)](#)
- [Report on breakdown of Street Maintenance Projects Accomplished by City Employees and those Accomplished by Outside Contractors – Katherine Miller and Clint Harris \(5 minutes\)](#)
- [SREC Local 29 Letter of Agreement & SBO for Fire Dispatch Transitional Costs –Mike Piccolo \(5 minutes\)](#)
- [Contract for Trent Street Shelter – Restrooms, Showers, Laundry, and Pod Design –David Steele \(5 minutes\)](#)
- [MOU between City of Spokane and SREC – Tom Williams \(5 minutes\)](#)

IV. Consent Items

1. [Contract for Water Department – Campus Master Plan, Schematic Building Layout \(Facilities\)](#)
2. [Riverside Sidewalk – Grant to Sherman Admin Reservoir Increase \(Engineering\)](#)
3. [Contract for City Hall Roof Removal and Replacement \(Facilities\)](#)
4. [Registered Sex Offender FY22 Grant & SBO \(SPD\)](#)
5. [Fleet Services Interfund Fuel SBO \(Fleet\)](#)

7. Onsite Chlorine Feasibility Study (Integrated Capital Management)
8. Consolidated Homeless Contract Amendment (CHHS)
9. Council Confirmation of Mayoral Appointee – Director of Neighborhood, Housing and Human Services (NHHSD)
10. SBO - Treasury Emergency Rental Assistance 1.0 Reallocation (CHHS)
11. ERAP 2.0 Contract Amendments for Additional Funding (CHHS)
12. SBO - Eviction Rent Assistance Program 2.0 (CHHS)
13. Ice Kicker Purchase (Streets)
14. Road Salt Value Blanket Renewal (Streets)
15. Local 270 Labor Agreement – Retroactive Wages & Wage Increase SBO (Finance)
16. 2022 Comprehensive Plan Amendments (Planning)
17. Contract Amendment/Extension for Transportation and Disposal of Ash and Bypass Waste from the WTE (Solid Waste Disposal)
18. Desiccant Air Dryer Purchase for the WTE (Solid Waste Disposal)
19. Purchase of a Rotary Screw Compressor for the WTE (Solid Waste Disposal)
20. Value Blanket Renewal for Compressor Rentals at the WTE (Solid Waste Disposal)
21. Value Blanket Renewal for OEM Bridge Crane Replacement Parts (Solid Waste Disposal)
22. Contract Renewal for Preventative Maintenance/Inspections on the Bridge Cranes at the WTE (Solid Waste Disposal)
23. Contract Renewal for Crane, Hoist, Trolley and Lifeline Preventative Maintenance and Inspections at the WTE (Solid Waste Disposal)
24. Contract Renewal for Offsite Grapple Repairs for the WTE (Solid Waste Disposal)
25. Contract Renewal for Offsite Rebuild of Hydraulic and Pneumatic Cylinders for the WTE (Solid Waste Disposal)
26. Value Blanket Renewal for the Purchase of Hydrochloric Acid (Solid Waste Disposal)
27. Contract Renewal for Boiler Blasting Services at the WTE (Solid Waste Disposal)

V. **Executive Session**

Executive Session may be held or reconvened during any PIES Committee meeting.

VI. **Adjournment**

Next PIES Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. November 28, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
September 26, 2022

Call to Order: 1:16pm

Recording of the meeting may be viewed here: <https://vimeo.com/754041113>

Attendance

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs, CM Stratton, CM Cathcart, CM Wilkerson and CM Zappone.

Staff/Others Present:

Marlene Feist, Hannahlee Allers, Garrett Jones, Katherine Miller, Melanie Rose, Dave James, Juliet Sinisterra, Corin Morse, Chris Averyt, Lauren Beattie, Kirstin Davis, Mike Sloon, Steve MacDonald, Tim Szambelan, Lynden Smithson, Jennifer Cerecedes, Layne Pavey, John Hall, Collin Tracy, Amanda Beck, Kara Odegard, Alex Gibilisco, Matt Boston, Kelly Thomas, Giacobbe Byrd, Elizabeth Van Den Berg, Kelly Thomas, Mark Carlos, Jeff Gunn, Jacqui MacConnell, and Nicolette Ocheltree.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the August 22, 2022 meeting; the motion was seconded by CM Wilkerson. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Avista Presentation on Wildfire Resiliency in Urban Wildland Interface – Melanie
 - Action taken
Presentation and discussion only, no action was taken.
2. UDPDA Update – Juliet Sinisterra
 - Action taken
Presentation and discussion only, no action was taken.
3. 2022 Amendment to Airway Heights Emergency Water Agreement – Marlene Feist
 - Action taken
CM Bingle and CP Beggs agreed to sponsor this item to move forward for formal Council consideration.
4. Utility Billing System Update – Corin Morse
 - Action taken

Presentation and discussion only, no action was taken.

5. SBOs Addressing Solid Waste Financial Needs – Chris Averyt

➤ Action taken

CM Wilkerson and CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.

6. RCW Incorporation Ordinance – Lauren Beattie

➤ Action taken

CM Zappone and CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.

7. Trent Shelter Service Provider Contract – Jenn Cerecedes

➤ Action taken

CP Beggs and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.

8. Regional Law Enforcement Training Facility Resolution – CM Zappone

➤ Action taken

CM Zappone and CP Beggs agreed to sponsor this item to move forward for formal Council consideration.

Consent items

1. Parametrix On-call Contract Amount Increase (Engineering)

2. Value Blanket for SA Premier Crack Sealant (Streets)

3. Contract for Stormwater Wastewater Analysis (Riverside Park Water Reclamation Facility)

4. Intermountain Infrastructure Franchise Agreement (Legal)

5. Ecology Stormwater Grants Applications (ICM)

6. Hiring a Consultant for Project Design (Engineering)

7. Agreement with Spokane Arts for Street Mural and Community Crosswalk Programs (ONS)

8. 2023 Downtown Business Improvement District Special Assessment (Planning)

9. 2023 East Sprague Business Improvement District Special Assessment (Planning)

10. Install Remote Controls and Monitoring at CSO 24, 26, & Springfield Lift Station (Engineering)

11. Tofsrud – Wrongful Termination (Legal)

12. Cedar Road Speed Reduction (Streets)

13. Contract for Emergency Tipping Floor Repairs at the WTE (Solid Waste Disposal)

14. Contract for Air Quality Emissions Testing at the WTE (Solid Waste Disposal)

15. VB Renewal for the Purchase of Boiler Tubes at the WTE (Solid Waste Disposal)

16. Contract Renewal for Mechanical Repairs at the WTE (Solid Waste Disposal)

17. Contract Renewal for On-site Valve Repair Services at the WTE (Solid Waste Disposal)

18. RPWRF Hypo Tanks Repair and Modification (Riverside Park Water Reclamation Facility)

Executive session

None.

Adjournment

The meeting adjourned at 2:43 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

CM Lori Kinnear
PIES Committee Chair

Committee Agenda Sheet

PIES

Submitting Department	Parks & Recreation and Human Resources
Contact Name & Phone	Garrett Jones 509-795-9936
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	Council Members Lori Kinnear and Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Managerial & Professional Association Collective Bargaining Agreement (A and B) 2022-2026
Summary (Background)	<p>The City and the Managerial & Professional Association have an existing collective bargaining agreement (CBA), which expired in December of 2021. The parties have negotiated a CBA for 2022-2026 with modifications, including:</p> <p>Tentative Agreement Wages A</p> <ul style="list-style-type: none"> • 2022: 5% • 2023: 5% • 2024: 4% • 2025: 2.5-4% CPI Bracketing • 2026: 1-3% CPI Bracketing <p>Tentative Agreement Wages B</p> <ul style="list-style-type: none"> • 2022: 5% • 2023: 5% • 2024: 2.75% (1.25% Wage Give Back for Return of Personal Leave) • 2025: 2.5-4% CPI Bracketing • 2026: 1-3% CPI Bracketing <p>Agreement to Wage and Compensation Study</p> <ul style="list-style-type: none"> • Mutual agreement to wage study and implementation during 2023-2026; • Wage adjustments prospective only; and • Details of study to be shared with M&P in labor management. <p>Maintain Existing Management Rights Language</p> <p>Juneteenth as a Floating Holiday</p> <p>Agreement to Discuss Outstanding Issues in Labor/Management Meetings</p> <ul style="list-style-type: none"> • Teleworking and Telecommuting • Complaint Disclosures • Temporary Workers • On-Call Pay • Vacation and Illness Leave Banks – New Hire PTO • Health and Wellness Hours/Program • Working Out of Class and Project Pay • Overtime Eligible Employees

Proposed Council Action & Date:	Approval of M&P Association CBA at the November 7,2022 City Council meeting
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 Specify funding source: Golf fund Balance Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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

**MANAGERIAL & PROFESSIONAL
ASSOCIATION**

EXEMPT - A

2022-2026

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To be updated upon final non-substantive revision of CBA.

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CONTRACT
between
THE CITY OF SPOKANE
and
CITY OF SPOKANE
MANAGERIAL & PROFESSIONAL ASSOCIATION

EXEMPT – A
2022-2026

This Agreement is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (hereinafter referred to as the "City") and the **CITY OF SPOKANE MANAGERIAL & PROFESSIONAL ASSOCIATION**, (hereinafter referred to as the "Association").

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain its right to operate the City government effectively in a responsible and efficient manner consistent with law; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire understanding covering wages, hours, and working conditions of employment; without any interruption of or other interference with City operations.

The parties agree as follows:

EMBODIMENT

The Agreement expresses the entire written understanding of the parties. Oral statements shall not explain, vary, or contradict its express terms. Any amendment to this Agreement must be in writing and signed by both parties.

Each party had the unlimited right and opportunity to make demands and proposals during the negotiations which preceded the Agreement, with respect to any topic not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the term of the Agreement, the parties voluntarily and unqualifiedly waive such right and agree that they are not obligated to bargain collectively with respect to any matter specifically referred to or settled during the course of these negotiations. Should any Article, section, or portion of this Agreement conflict

with any City policy, rule, or regulation, this Agreement shall take precedence.

In the event any provision of the Agreement is made invalid by applicable legislation, or declared unenforceable by a court of competent jurisdiction, such action shall not invalidate the entire Agreement and all other provisions shall remain in full force and effect. The parties shall immediately attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

ARTICLE I – TERM OF AGREEMENT

Section A – Term of Agreement

This Agreement shall become effective on January 1, 2022 and continue in full force and effect through December 31, 2026.

Section B – Contract Negotiations

Negotiations for a successor Agreement shall begin by written notice by either party.

Section C – Conduct of Negotiations

Negotiations will be conducted at a time and place mutually agreeable to the parties. The City and the Association mutually agree to set up a bargaining calendar. The City and the Association shall endeavor at the end of each negotiation session to set up a time and place for the next meeting.

If no agreement is reached, either party may petition the Public Employment Relations Commission to provide an unbiased third-party mediator.

It is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts or other interruptions of work while the dispute is being considered by the mediator. The parties agree to continue bargaining in good faith with the mediator's assistance to reach a resolution of the impasse. Any opinions given by the mediator shall be given due consideration but will not be final and binding on either party.

ARTICLE II – RECOGNITION

Section A – Bargaining Representative

For purpose of administration, this Agreement shall pertain to the positions of all exempt managers, civil attorneys, and City Prosecutor, excluding elected officials, confidential employees, and all other employees of the City. The City recognizes the Association as the sole and exclusive bargaining representative for the purpose of establishing wages, hours, and working conditions of employment for all positions in the bargaining unit listed in the Appendix "A" (hereinafter referred to as the "employees").

Section B – Confidential Employees

The parties recognize the following positions as confidential employees who are excluded from the bargaining unit. List to be updated in Labor-Management.

Accounting Director
Administrative Assistant – Exempt
Assistant Fire Chief
Assistant Police Chief
Assistant to Police Ombudsman
Assistant Utilities Director
Business and Developer Services Director
CAD/RMS Project Manager
Chief Assistant City Attorney
Chief Financial Officer
Chief Information and Technology Officer
Chief Labor Assistant City Attorney
Chief of Police
City Administrator
City Attorney
City Council Assistant
City Council Policy Analyst
Communications and Marketing Director
Constituent Services Coordinator
Deputy Fire Chief
Director, Community & Neighborhood Services
Director, Fleet Services
Director, Investigations
Director, Local Government and Multicultural Affairs
Director, Management Information Services
Director, Office of the Mayor
Director, Parks & Recreation
Director, Regional Emergency Communications Systems
Director, Solid Waste Management
Director, Strategic Initiatives
Executive Assistant
Fire Chief
Grants Management and Financial Assistant Manager
Human Resources Director
Labor Relations Manager
Integrated Capital Management Director
Internal Auditor/Budget Analyst
Investigations Director
Management and Budget Director

Mayor's Office Policy Advisor
Police Commander
Police Major
Police Ombudsman
Retirement Director
Senior Executive Assistant to the Council President
Senior Research and Policy Analyst
Staff Assistant
Strategic Business Analyst
Streets Director
Utilities Director
Utilities Facilities Director

Section C – Dues

1. The City shall deduct, twice each month, dues from the pay of those employees who have opted-in to membership with the Association. The amounts to be deducted shall be certified to the City by the Association Treasurer. The aggregate deduction of all employees will be remitted monthly together with an itemized statement to the Association Treasurer.
2. **Collective Support.** Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Association to improve wages and working conditions generally. Unit employees collectively agree that financial support of the Association is fair, necessary, and integral to the success of this Agreement.

Section D – Association Representatives

The names of persons selected as Association representatives shall be provided in writing to the City by the Association.

Section E – New & Terminated Employees

1. The City shall furnish the Association with a monthly listing of promoted, hired, or terminated employees covered by the Agreement. The listing shall contain the employees' names, job classifications, and work locations.
2. **Employment Information** – The City agrees to supply the Association the names of all new hires, persons entering the bargaining unit, and/or persons performing work covered by this Agreement the individual's start date performing work covered by the Agreement. This list will include the employee's name, date of employment, job classification, department, work location, direct supervisor, and phone number.
3. **Access to New Members** – The City will facilitate Association access to all newly hired employees and/or persons entering the bargaining unit within ninety (90) calendar days of such hire or entry eligibility into the unit. The City will allow the Association at least thirty (30) minutes to meet with such individuals during the employee's normal working hours at their usual worksite or a mutually agreed upon location.

ARTICLE III – PRODUCTIVITY

City management and employees shall work together individually and collectively to meet the production requirements of each City department, to provide the public with efficient and courteous service, to encourage good employee attendance, and to promote a climate of labor relations that will aid and achieve a high level of efficiency in all aspects of City government.

ARTICLE IV – ASSOCIATION MEMBERSHIP

Section A – Membership

The City shall make each new employee eligible for membership in the bargaining unit aware that the Association is the exclusive bargaining representative for the Employee's position. Employees may choose to become a voting (dues-paying) member of the Association. The City agrees to make payroll deductions for regular dues and assessments and/or agency fees upon receipt of signed opt-in from the employee on the form supplied by the Association. All employees covered by this agreement who opt to become voting members of the Association shall remain members in good standing unless they complete the Association's opt-out form indicating their decision to opt-out of the Association and cease dues and/or deductions. Only dues-paying members in good standing may run for and be elected to seats on the Association's Executive Board.

New employees shall default to opt-out status if an opt-in form is not completed within thirty (30) calendar days of employment or within five (5) business days of the employee's New Employee Orientation, whichever is longer. Opt-out by existing employees must be verified by a signed opt-out form as provided by the Association. Within five (5) business days of receipt of a signed opt-out form, the Association will notify the City to cease monthly deductions for that employee. Resignations submitted only to the City will be considered valid and will operate to terminate dues deductions with notice from the City to the Association.

Section B – Indemnification

The Association agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article if the City's action or inaction was pursuant to the Association's improper request.

ARTICLE V – MANAGEMENT RIGHTS

- A. The City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights

include, but are not limited to, the right:

1. to determine the City's mission and policy and to set forth all standards of service offered to the public;
 2. to plan, direct, control and determine the operation of services to be conducted by the employees of the City;
 3. to determine the methods, means, and number of personnel needed to carry out the departments' missions;
 4. to direct the work force;
 5. to hire, assign, transfer, promote, suspend, discipline, or discharge at will, exempt employees;
 6. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
 7. to move work in or out of the bargaining unit;
 8. to make, publish and enforce rules and regulations;
 9. to introduce new or improved methods, equipment, or facilities;
 10. to contract out for goods and services;
 11. to take any and all actions necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City.
- B. The parties recognize that this listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the Association by agreement. The parties acknowledge that the City may take unilateral action in any area as long as such action is not contrary to a provision in this Agreement.
- C. The Mayor and City Council at all times maintain the sole authority to determine the purpose and mission of the City and the amount and allocation of the City's budget.

ARTICLE VI – WAGES

Section A – Salary Schedule/Direct Deposit

Employees shall be compensated in accordance with the salary schedule adopted by the City Council, which shall reflect the terms of this Agreement.

Payroll checks shall be issued exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

Section B – New or Revised Positions

The City shall designate a salary range for new and revised positions in the bargaining unit. The parties recognize that due to the nature and level of these positions, the City has the unilateral responsibility to establish salary levels. Provided, however, that prior to establishment of the new

or revised salary or the decision to not change the existing salary for a revised position, notification of the wage rate shall be sent to the Association for review and the City shall meet with the Association to obtain its input into the salary. But the City shall make the final decision.

When an exempt position is established or revised, the City will develop a job description for the position, in accordance with Human Resources Department procedures. A copy of the job description shall be provided to the Association.

Section C – Established Positions

If an employee, the Association, or management believes the salary range for a classification is not appropriate, they may submit a written request for review, accompanied by supporting documentation, to the Human Resources Director.

The Human Resources Director shall, as appropriate, initiate the Salary Review Process to evaluate requests.

Section D – CDL Premium Pay

A premium of ten cents (\$.10) per hour will be paid to those employees who are in the random selection eligible drug testing pool due to having a CDL endorsement.

Section E – Holiday Pay

1. Employees shall receive eight (8) hours of holiday pay for each of the fixed holidays:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Native American Heritage Day – Day after Thanksgiving
- g. Christmas

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

In order to qualify for holiday pay, the members shall be in a paid status the normally scheduled shift of work immediately following the holiday. Employees who work other than a regular five (5) – eight (8) hour work schedule shall be granted up to ten (10) hours holiday pay for each fixed holiday.

2. Floating Holidays:

- 2.1 Employees hired prior to January 1st of a calendar year will receive six (6) floating holidays (total 48 hours) that may be used at any time during that

calendar year.

All new employees hired between January 1st and the 3rd Monday in January shall receive six (6) floating holidays for that year.

All new employees hired from the 3rd Monday in January and June 30th shall receive four (5) floating holidays for that year.

All new employees hired from July 1st and the end of the year shall receive two (3) floating holidays for that year.

- 2.2 Until the City declares the birthday of Martin Luther King Jr. as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.
- 2.4 Floating holidays may not be carried into the next year, and unused floating holidays will not be paid out at termination.
- 2.5 Employees shall be allowed to use floating holiday time in the same manner as other leave except as otherwise stated.

Section F – All-Risk Mobilizations (*MOBEs*)

The participation of City employees in All Risk Mobilizations is in the best interest of the City, region, and state. When Association employees in the Fire Department are mobilized to an All Risk Mobilization, the City will compensate those employees based on the compensation factors the City is reimbursed for by the mobilizing agency (e.g.) National Forest Service, Department of Natural Resources, Bureau of Land Management, etc). If the mobilized employee is overtime exempt, they could become overtime eligible under the governing rules of reimbursement by the mobilizing agency. In cases where the City bills the agency for personnel time, the wages earned and subsequently reimbursed by the agency will be distributed to the employee.

Section G – Absences from Work

The City of Spokane and the Association agree to adopt the "salary basis" regulations adopted by the Washington State Department of Labor and Industries. It is generally understood that for salaried employees whose duties meet the independent judgment and discretion of the "duties" test under the Fair Labor Standards Act, it may often be necessary to work more than forty (40) hours per week to complete their tasks. With respect to instances in which a salaried employee's pay may be reduced if fewer hours are worked, the parties have agreed to the following:

1. If an employee performs no work at all in a particular workweek and the absence is not charged to an appropriate leave bank, the employee's salary will be deducted for the entire week.
2. If an employee takes time off for personal reasons other than sickness, accident, or the partial leave authorized in subsection 4 below, then the employee's available floating holiday, personal leave, vacation or compensatory time banks will be deducted for the time taken.
3. If an employee has exhausted all paid illness leave, and takes a whole day off for illness (except for industrial injury or disability) the employee's salary will be deducted for the entire day unless the absence is charged to an appropriate leave bank.
4. A salaried employee shall not have their leave banks reduced for scheduled and approved absences of less than four hours per day, except that if an employee is eligible for intermittent leave under the Family and Medical Leave Act, leave banks as appropriate will be deducted for partial day absences.
5. In the first and final weeks of employment, an employee's salary may be prorated for actual days worked.
6. Definitions and procedures will be administered per City policies and the appropriate collective bargaining agreements.

Section H – Working Out of Classification

1. In some instances when an employee is off work temporarily it is necessary to fill in behind that employee to efficiently accomplish the work of the City. Usually the employee called upon to fill in is in a different classification and a lower grade. The City benefits by having continuity in the work of the higher level position; the employee filling in benefits by gaining experience in a more responsible position.
2. When an employee is called upon to fill a temporary vacancy of at least one week in a higher level position and that employee performs the key duties of that higher level position, the City will pay that employee at the appropriate step of the salary range of the higher level position. Out-of-classification pay will apply beginning the first day of any one-week or longer out-of-classification assignment. In the case of unplanned out-of-classification assignments or those that unexpectedly extend to at least one week, out-of-classification pay will be provided retroactively to the first day of the assignment.
3. Selection for Out-of-Classification Assignments

- 3.1 An employee may work out-of-classification only when notified in advance by their supervisor to fill a vacancy in a higher level position or for special advanced approved projects.
- 3.2 Selections for out-of-classification assignments are to be made from the appropriate work group. In some cases the work group will be the entire department; in others, a division. And in still others, the work group will be a unit of a division. The guiding factors should be how discretely each work group functions and what the selection practice has been. To facilitate continuity of operations, out-of-classification assignments of less than a full shift shall be handled within the smallest work unit.
- 4. Out-of-classification assignments require the prior written approval of the Human Resources Director.
- 5. Payment for Out-of-Classification Assignments
 - 5.1 With the exception of employees being trained in a higher-level classification, an employee working in a higher classification for less than a full shift shall be paid on an hour-for-hour basis; an employee working at least half a shift in the higher classification shall receive the higher-level pay for the entire shift.
 - 5.2 An employee working out of classification shall be paid at the step of the salary range for the higher-level position that provides a one (1) step increase (figured at the higher salary range) over their permanent salary; however, if after computing a one (1) step increase the amount falls between two (2) steps, the employee will be paid at the higher step. In no event will an employee working out-of-classification be paid more than the top step for the higher-level position. For example, if the out-of-classification assignment is to a position that has \$1.10 per hour difference between the first two (2) steps, the employee would be placed in the lowest step that provides a \$1.10 increase, but not to exceed the top step.
 - 5.3 An employee working out-of-classification for six (6) consecutive workweeks or more will receive out-of-classification pay for all compensable time (e.g., vacation leave, sick leave) during the remainder of the higher level assignment (without retroactive adjustment for the first six weeks). An employee working out-of-classification for less than six (6) consecutive workweeks will receive out-of-classification pay only for hours worked in the higher-level classification.

- 5.4 No adjustment to an employee's salary shall be made while the employee receives training in a higher-level position.
6. The Association shall be provided a copy of all out-of-classifications requests for M&P employees approved by the Human Resources Director.

Section I – Range Changes

Employees whose job classification pay range has changed will be placed at the same step of the new range as they are in the current range.

ARTICLE VII – AT-WILL EMPLOYMENT

Employees exempt from Civil Service are at-will employees under the City Charter. This Agreement is not a contract of employment and creates no "cause" standard.

ARTICLE VIII – CONTINUITY OF CONDITIONS

Except as otherwise provided, all matters contained in written personnel policies, ordinances and applicable law that relate to wages, hours, and working conditions of employees, shall remain in effect through the term of this Agreement.

The City is not limited, confined or restricted by past practice, rule, custom, or regulation in carrying out its mission.

This Agreement shall not be interpreted to restrict the Association's right under state law to bargain the decision and impact of changes in subjects of bargaining where required by state law.

ARTICLE IX – HEALTH & WELFARE

Section A – Insurance Information

The parties shall work together to control future costs in employee medical, dental, life, and disability insurance coverage. The City shall provide, experience information concerning premiums and claims paid on a quarterly basis and arrange for carrier representatives to meet with the Association. The City shall provide the Association with copies of received quotes and proposed insurance rates within ten (10) business days of receipt and prior to the determination of the rates by the City, no later than one month prior to open enrollment.

The City will maintain the existing status quo on insurance for 2022 and 2023. The Parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

Section B – Medical Insurance

Agreed-upon medical insurance contributions affecting employees is contained in Attachment B.

Section C – Dental Insurance

Agreed-upon dental insurance covering employees is contained in Attachment B.

Section D – Life Insurance

Agreed-upon life insurance covering employees is contained in Attachment B.

Section E – Long-Term Disability Insurance

Agreed-upon long-term disability insurance covering employees is contained in Attachment B.

Section F – Leave Sharing

Personnel Policy ADMIN-0620-09-28 will be applicable to employees represented by the Association with the following clarifications:

1. It is the policy of the City to permit non-uniformed employees (exempt, non-represented management and represented) to donate vacation time, sick leave and/or compensatory time to a non-uniformed co-worker who is suffering from or has an immediate family member suffering from a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, sick leave, compensatory time, and floating holidays, and who will imminently go on leave without pay or terminate City employment. "Immediate family" will be defined as spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.
2. An employee may receive leave under this program if the employee or immediate family member suffers from an illness, non-job-related injury or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

An employee may receive leave under this program if the employee has an immediate family member living within the employee's immediate household that suffers from a severe or extraordinary non-job-related illness or injury; which has caused or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment. Provided, however, that a doctor's certification is provided to the City in a timely manner.

3. An employee receiving the leave-sharing benefit shall receive no more than a total of one-hundred twenty (120) days of such leave during each ten (10) years of service beginning with the date of employment, which shall be non-cumulative, at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit as mutually agreed by the Association and the City on a case-by-case basis.
4. Vacation and Sick Leave accrued while a member is in paid leave status due to the use of shared leave must be used as it is earned.

Section G – Illness Leave

1. An employee may use illness leave whenever they:
 - Cannot report to work due to personal illness or injury;
 - Have a personal or immediate family member's doctor or dentist appointment, if the family member is incapable of transporting self.
 - Have an emergency or illness involving a member of the employee's immediate family, if the family member is incapable of caring for self.

"Immediate family" for purposes of this section means spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.

Requests to use leave for other relatives shall be submitted to a committee composed of one (1) person from Human Resources, one (1) person from the department from which the request originated, and one (1) Association representative. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

2. Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, child, spouse, parent-in-law or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave-Sharing benefits is subject to the existing requirements and approval process as stated in Article IX, Section F. Leave covered by the Family Medical Leave Act (FMLA) will continue to be governed by City policy.
3. The bi-weekly accrual will be maintained at six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. The reserve account may only be accessed for absences protected under the FMLA or absences resulting from on-the-job (OJI) injuries. For employees new to the City, during the first three (3) full years of their employment, no paperwork will be required to access the reserve FMLA/OJI account, only the exhaustion of their regular account. For purposes of payouts at separation, the two accounts will be merged and considered as one account.
4. As of January 1, 2023, the bi-weekly accrual will be combined to six (6) total hours and the split leave banks will be merged into a new, single account. Access to the single account will continue as is, and be used for absences protected under the FMLA or absences resulting from OJI.

5. Forty percent (40%) of an employee's accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employee upon retirement or to the employee's estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee's rate of pay at the time of retirement or death. The maximum illness leave payment shall be $960 \text{ hrs.} \times 40\% = 384 \text{ hrs.}$
6. If an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, then the payout in subsection 4 will be increased to sixty percent (60%). The maximum leave payment would then become $960 \text{ hrs.} \times 60\% = 576 \text{ hrs.}$
7. An employee with a minimum of five (5) years of service with the City who terminates service in good standing (i.e. layoff, two (2) weeks' notice from employee) will receive a twenty-five percent (25%) payout of sick leave balance up to a maximum accrual of nine hundred sixty (960) hours.
8. Employees who suffer from severe or extraordinary non-job-related illnesses, injuries, or impairments will be eligible for an additional 960 hours (120 days) of paid leave every ten (10) years in accordance with the City's leave-share program, as described in the City's Administrative Policy and Procedure 0620-09-28.

2. Illness Leave Payout:

- 5.1 Forty percent (40%) of an employee's accrued illness leave, to a maximum accrual of 960 hours, shall be paid to an employee at time of retirement, or to the employee's estate in the event of death. Payment shall be made at the employee's current hourly rate of pay at the time of retirement or death. The maximum illness leave payout shall be based upon $384 \text{ hours} (960 \text{ hrs.} \times 40\% = 384 \text{ hrs.})$.
- 5.2 Twenty-five percent (25%) of an employee's accrued illness leave, to a maximum accrual of 960 hours, shall be paid to an employee who separates in good standing for reasons other than retirement after five or more years of service. Payment shall be made at the employee's current hourly rate of pay at the time of voluntary separation. The maximum illness leave payout shall be based upon $240 \text{ hours} (960 \text{ hrs.} \times 25\% = 240 \text{ hrs.})$.
- 5.3 Fifty percent (50%) of an employee's accrued illness leave, to a maximum accrual of 960 hours, shall be paid to an employee who is involuntarily separated. Payment shall be made at the employee's current hourly rate of pay at the time of involuntary separation. The maximum illness leave payout shall be based upon $480 \text{ hours} (960 \text{ hrs.} \times 50\% = 480 \text{ hrs.})$.

- 5.4 Effective January 1, 2019, if an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, then the payout in subsection 5.1 will be increased to sixty percent (60%). The maximum illness leave payout shall be based upon 576 hrs. (960 hrs. x 60% = 576 hrs.)

Section H – Bereavement Leave

Employees shall be permitted to use up to and including five (5) days of any available paid leave, including illness leave, in the event of death in the immediate family. Two (2) additional days of paid leave may be used when the one-way travel is two-hundred fifty (250) miles or more. Additional leave may be granted upon request to Human Resources by an employee.

For this section only, "immediate family" shall be defined as spouse, domestic partner, parent, stepparent, child or stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household. Requests to receive leave for other persons may be submitted to Human Resources for approval.

Section I – Paid Family Medical Leave

General – The City and the Association mutually agree that paid medical and family leave will be administered in compliance with State and Federal regulations.

Dependent Care Leave – An employee shall be permitted up to four weeks (160 hours) of illness leave to take care of a newborn child, recently adopted child, foster child, or a relative otherwise needing care. Upon employee request, the City and the Association shall bargain a Memorandum of Understanding to permit an employee to telework or work a modified schedule in lieu of using leave.

Section J – Personal Leave

1. GENERAL

All M&P-A members are considered "salaried" employees exempt from the Fair Labor Standards Act. Under the Fair Labor Standards Act, salaried employees are defined as executive, administrative or professional employees who are paid on a regular salary basis. As salaried employees, they are paid for a product and not for the hours required to accomplish their work. The City of Spokane offers personal leave to these employees in recognition of the fact that they typically put in more than forty (40) hours of work a week.

2. PERSONAL LEAVE

Each calendar year, employees will be credited with:

- a. forty (40) hours if hired by January 15;
- b. thirty (30) hours if hired between January 16 and March 31;
- c. twenty (20) hours if hired between April 1 and June 30;
- d. ten (10) hours if hired between July 1 and September 30;
- e. zero (0) hours if hired after September 30.

Permanent part-time employees receive personal leave on a pro-rata basis.

3. USE OF PERSONAL LEAVE

- 3.1 Employees are eligible to use personal leave from the date of hire when approved in advance by their supervisor or the person authorized to grant such leave.
- 3.2 Personal leave shall be scheduled so as not to interfere with the essential operating requirements of the City. Whenever practicable, personal leave shall be granted at the preference of the employee.
- 3.3 Employees may take personal leave in the same manner as other leave.
- 3.4 Personal leave shall not be carried over from one year to the next. Payment shall not be granted at the time of termination, retirement, or death in lieu of using personal leave.

4. PROJECT PAY

The Mayor or designee may authorize a flat biweekly payment to an employee who is required to perform a function or project that may or may not be outside of his/her normal work responsibilities and which requires the employee to work a substantial amount of extra work time. This sum will be paid each pay period during the work assignment. Requests for approval for the payment shall be in writing and state the circumstances that warrant the payment. The authorization shall require the prior written approval of the department head and the Human Resources Director, who will set the amount of additional compensation, subject to negotiations with the Association, for the function or project. The project will state a beginning and ending timeframe and must not exceed six (6) months. If an extension of time is needed, a new request must be submitted.

5. The Association shall be provided a copy of all out-of-classifications and project pay requests for M&P employees approved by the Human Resources Director.

Section K – Vacation Leave

Employees earn a number of paid vacation hours each pay period. The number of hours earned depends upon the employee's length of employment and the number of hours in a pay status. Vacation hours earned cannot exceed the maximum accrual listed below.

A new employee must first work a minimum of six (6) months before they become eligible to use paid vacation leave, unless approval is obtained by a supervisor to use it before six (6) months. Employees who leave City employment after six (6) months are entitled to cash payment for vacation leave up to the time of separation. Employees who leave City employment before the completion of six (6) months shall forfeit all vacation time accrued and are not eligible for cash payment.

Prior approval to use vacation leave must be obtained from the employee's supervisor so that proper scheduling of work can be accomplished.

Vacation is accrued at the following rates for Association employees:

Years of Service	Biweekly Accrual	Maximum Accrual
First 4 years	3.70	200
Begin 5 th year	5.24	273.52
Begin 11 th year	5.55	289.72
Begin 12 th year	5.85	305.38
Begin 13 th year	6.16	321.56
Begin 14 th year	6.47	337.74
Begin 15 th year	6.78	353.92
Begin 20 th year	8.32	434.30
Begin 25 th year	9.00	434.30
Begin 30 th year	9.50	434.30

The first pay period in December, employees may elect to cash out up to 40 accrued vacation hours (so long as such cash out does not drop the employee's vacation bank below 80 hours).

Section L – Vacation & Illness Leave Banks

When negotiating with a highly qualified applicant it is allowed to offer up to eighty (80) hours of vacation leave and/or up to forty (40) hours of illness leave as an initial drop into an employee leave bank. Approval for such additional leave must be secured from the Human Resources Director before being offered to the candidate.

ARTICLE X - GENERAL PROVISIONS

Section A – Contract Administration

This Agreement will be administered by individuals designated in writing by the City Administrator and the Association President.

Section B – Association Activities

1. Association officers, board members and staff representatives who need time away from their work to conduct Association business related to grievances, negotiations, or other related activities shall be afforded the necessary amount of time to conduct such business without loss of pay or any leave bank charged.
2. Association delegates who attend conferences or other training shall be specifically identified by letter at least ten (10) days prior to the proposed absence. The employees shall be granted paid leave for the period required to attend such functions, subject to supervisor and Human Resources Director approval, which shall not be unreasonably withheld. Such leave shall not be charged against the employee's leave banks. This leave would not exceed more than five (5) days per employee per calendar year.
3. Electronic Devices – The City will permit Association representatives the use of electronic mail, fax machines, copiers, telephones, computers, cell phones, and video conference equipment to communicate regarding Association business. In no circumstances shall use of the City's equipment or systems interfere with the City's operations or result in additional expense to the City. The parties understand and agree that there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Relations Act.
4. Bulletin Boards – The City agrees to provide bulletin boards in areas accessible to employees for the use of Association representatives to post announcements of meetings, elections, and other materials.
5. The time spent on Association activities shall not adversely affect the employee's primary City position.

Section C – Non-Discrimination

The City shall not discriminate against any employee on the basis of permissible activity on behalf of, or membership in, the Association. The Association recognizes its responsibility as bargaining

representative and shall represent all employees without discrimination, interference, restraint, or coercion. The parties shall comply with federal, state, and city discrimination laws and policies.

Section D – City Policies/Work Rules/Ethics Code

City policies/work rules approved by the Mayor or their designee shall apply to employees. Except as otherwise provided, policies/work rules in effect at the start of the contract term shall remain in effect for the term of this Agreement. Copies of new or modified policies/work rules that relate to wages, hours, and other working conditions of employment for employees shall be sent to the Association and are subject to negotiation pursuant to Article VII of this Agreement if requested. Policies/work rules that have been agreed to by the Association that directly contradict any Article, section or portion of this Agreement must become part of this Agreement by Supplemental Agreement to be enforceable.

The Code of Ethics contained in the Spokane Municipal Code shall apply to Association members.

Section E – Layoffs

Employees will be given four (4) weeks notice prior to the effective date of the layoff for lack of work or lack of funds.

Section F –Supplemental Agreements

1. During the term of the Agreement, maintenance of contract items shall be through the use of Memoranda of Understanding. Supplemental Agreements shall be used to discuss items of cost. Memoranda of Understanding and Supplemental Agreements may only become part of this Agreement through a written document signed by representatives of the City and Association.
2. During negotiations for the next collective bargaining agreement the Parties shall determine whether to incorporate Memoranda of Understanding or Supplemental Agreements into the collective bargaining agreement or extend the Memorandum of Understanding or Supplemental Agreement. Any Memorandum of Understanding or Supplemental Agreement that is not included in the collective bargaining agreement or extended by the mutual agreement of the parties shall expire.

Section G – City Required Licenses/Certifications

With the exception of the basic driver's license, the City shall pay for licenses or certifications required by the City. When the employee has paid for the license or certification, the City shall reimburse the employee within 60 calendar days from the date of the receipt of the request to the employee's supervisor.

Section H – Natural Disasters

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives from the Association and the Human Resources Department will negotiate the matter and their decision will be final.

An employee wishing to receive administrative leave due to a natural disaster must, within 48 hours of returning to work, submit a written request on the appropriate form to the department head, furnishing all relevant details. The department head or designee shall investigate the circumstances and decide upon the request. The decision may be to approve all, part, or none of the request. Approved administrative leave shall be hour for hour. A copy of the request, whether approved in full or in part or disapproved, shall be sent to the Human Resources Department.

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director who will negotiate the matter with the Association. That decision will be final.

Section I – Project Employees

1. Project Employees are defined as employees hired to perform a specific project or work which is non-recurring in nature or is created by an unforeseen event which will not exceed two (2) calendar years from the date of hire without review by the City and the Association.
2. Department requests for a Project Employee should be directed to the Human Resources Director. Upon receipt of a request, a meeting will be scheduled between representatives from the Association and the City, hereinafter "Project Committee". The Project Committee will evaluate the request and determine if the position is a Project Employee.
3. If a position is approved, the Project Committee will determine if an existing M&P classification best identifies the project position and the corresponding salary range in the M&P pay plan. If an existing M&P classification does not exist, the Project Committee will agree upon an appropriate M&P salary range. The Project Committee shall determine which step within the agreed-upon salary range to place the Project Employee.
3. M&P Project Employees will pay union dues as determined by M&P.
5. M&P Project Employees shall receive annual cost of living salary adjustments at the same time and in the same level as regular M&P employees.
6. M&P Project Employees may receive one step increase on the anniversary date of the

person being hired (or placed in HRS classification #850). The step increase is contingent upon a one-year progress report being provided by the manager of the Project Employee to the Project Committee.

7. M&P Project Employees shall receive holiday pay for the same holidays as regular Association members as identified in Artc. VI, Section E (1). In order to qualify for holiday pay, the Project Employee must be in a paid status the normally scheduled shift of work immediately following the holiday.
8. Except as provided above, Project Employees shall have all other rights and responsibilities afforded M&P temporary seasonal employees.

Section J – Employees’ Retirement System

The Spokane Employees’ Retirement System (SERS) exists for the benefit of the employees/retirees. The Association agrees to all of the Spokane Municipal Code, Chapter 03.05, provisions regarding SERS.

SERS Contributions: The contribution rate to the retirement system as of the effective date of this contract is 8.25%, paid by each employee and matched by the City. Effective the first pay period following agreement by all other impacted bargaining units and adoption by the City Council, the contribution rate for employees and the City will be increased to 9%.

Effective upon agreement by all other impacted bargaining units, the contribution rate may be adjusted further as follows:

Subject to approval by the Retirement Board and the City Council, in the event that an official actuarial report prepared at the direction of the Retirement Board indicates that the current total contributions are less than the employee contributions plus the Actuarially Determined Employer Contribution Rate, the City may increase employee and City retirement contributions by up to 1% of annual pay without further negotiation. Increases pursuant to this section are limited to one increase per calendar year.

Additionally, subject to approval by the Retirement Board and the City Council, in the event that an actuarial report indicates that the Plan has reached 100% funded status, the City may decrease employee and City contributions by up to 1% of annual pay without further negotiations. Decreases pursuant to this section are limited to one decrease per calendar year.

SERS Benefit Tiers:

Tier 1: Employees hired prior to January 1, 2009, shall be entitled to elect at the time of retirement whether to receive the Tier 1, Tier 2, Tier 3, or Tier 4 benefit. The Tier 1 benefit is described in full in the Spokane Municipal Code, Section 03.05.160, and the key provisions are as follows:

1. Retirement benefit of 2.15% of the employee’s highest consecutive two-year

average compensation for each year of creditable service, up to a maximum of 64.5% (30 years).

2. Employees are vested after 5 years.
3. Employees may retire at age 50, with 5 years of creditable service, or at age 62.

Tier 2 (Rule of 75): Employees hired on or after January 1, 2009, but before January 1, 2015, shall be entitled to elect at the time of retirement whether to receive the Tier 2, Tier 3, or Tier 4 benefit. The Tier 2 benefit is described in full in the Spokane Municipal Code, Section 03.05.165, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 75, or at age 62.

Tier 3 (Rule of 80): Employees hired on or after January 1, 2015, but before January 1, 2018, shall be entitled to elect at the time of retirement whether to receive the Tier 3 or Tier 4 benefit. The Tier 3 benefit is described in full in the Spokane Municipal Code, Section 03.05.166, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 80, or at age 65.

Tier 4 (Rule of 90): Employees hired on or after January 1, 2018, shall receive the Tier 4 benefit, assuming all other impacted bargaining units have agreed to adopt Tier 4 by that date. The key provisions of the Tier 4 benefit are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50 with the employee's age plus years of creditable service equaling at least 90 or at age 65.
4. If an employee retires with less than 30 years of service, an Early Retirement Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

Section K – Tuition Reimbursement

The City and Association agree to follow the City's personnel policy on Tuition Reimbursement, subject to the following modification:

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

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

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

ARTICLE XI – LABOR-MANAGEMENT

Section A - Labor-Management Meetings

Association and City representatives shall conduct labor-management meetings for the purpose of resolving issues that arise, including but not limited to:

1. Application and interpretation of the collective bargaining agreement; and
2. Claims that a party has violated the collective bargaining agreement or any law related to public employment or collective bargaining..

Meetings will be scheduled on a monthly basis or additionally as-needed.

All labor-management meetings may be conducted virtually or in-person, according to the needs and preferences of both parties.

Labor-Management Issues

In furtherance of the Parties' ongoing efforts to resolve outstanding Labor-Management issues and backlog, the Parties commit to continue utilizing the Labor-Management process to resolve matters during the term of the collective bargaining agreement. Accordingly, the

Parties agree to table the following topics and proposals from the bargaining of this collective bargaining agreement for continued discussion and bargaining in monthly Labor-Management meetings:

- Teleworking and Telecommuting
- Complaint Disclosures
- Temporary Workers
- On-Call Pay
- Vacation and Illness Leave Banks – New Hire PTO
- Health and Wellness Hours/Program
- Working Out of Class and Project Pay
- Overtime Eligible Employees
- Reclassified Employees Process and Pay

Section B – Grievance Procedure

A grievance is a claim by an employee covered by this Agreement, or by the Association, that the City has violated an express provision of this Agreement or an existing working condition covered by the terms of this Agreement, including discipline.

Step 1

The grievance shall first be presented in writing by the employee or the Association to the immediate supervisor or Human Resources within twenty-one (21) working days of the alleged violation. Every effort will be made to resolve the grievance at this step. The immediate supervisor or Human Resources shall have ten (10) working days to issue a written decision.

A written grievance must contain the following:

- a. The nature of the grievance;
- b. A statement of the alleged facts upon which the grievance is based, including dates and times if known;
- c. The specific Article(s) of the contract alleged to be violated; and
- d. The specific requested relief.

Step 2

If the grievance is not resolved in Step 1, the Association may submit the grievance in writing to the Human Resources Director within twenty-one (21) working days after receipt of the Step 1 response. The Human Resources Director shall investigate, consider the grievance, and provide a written response to the Association within twenty-one (21) working days after submission by the Association. The Step 2 response shall grant the grievance or deny it in whole or in part. If the grievance is denied in whole or in part, the written response shall specify the reasons for the denial (in whole or in part) of the grievance.

If the matter is not resolved in its entirety at Step 3, it may be moved to Step 3.

Step 3

If resolution is not reached at Step 2, the grievance may be moved to Step 3 by the Association, in writing, within fifteen (15) working days after receipt of the Step 3 response. Step 3 is to be filed with the City Administrator, who may call for and require a meeting of the parties if they deem it advisable to do so.

Within fifteen (15) working days after submission of the Step 3 grievance to the City Administrator (twenty (20) working days if the City Administrator requires a meeting of the parties), the City Administrator shall provide a written response to the Step 3 grievance, granting the grievance or denying it in whole or in part. If the grievance is denied in whole or in part, the specific reasons for the denial (in whole or in part) must be clearly set forth in the Step 3 response. No amendments to the grievance shall be permitted after Step 3, unless by mutual agreement by the Association and City, in writing.

The processing of the grievance shall follow the steps in the order written above, provided, however, by mutual agreement of the parties, that any of the above steps may be skipped to expedite the process to resolution.

Step 4

If the matter remains unresolved and the Association desires to submit the grievance to arbitration, the Association must submit a written demand for arbitration to the City Administrator within thirty (30) calendar days after receipt of the Step 4 response.

Within ten (10) working days of the City's receipt of the Association's demand for arbitration, representatives of the Association and the City shall begin the selection process of an arbitrator. The parties shall first attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree on an arbitrator, then the Association shall request a list of seven (7) names of northwest arbitrators from the Public Employment Relations Commission. The parties shall alternately strike names from the list until one (1) name remains. That person shall be selected as the arbitrator to hear the grievance. The arbitrator's decision will be final and binding upon the parties.

All costs of the arbitrator will be split equally between the Association and the City.

2. City of Spokane Grievance Procedure

Step 1

The Human Resources Director on behalf of the City may file a grievance with the Association President or Staff Representative within fifteen (15) days of occurrence or the date on which they first became aware of it. The Association President or Staff Representative shall within fifteen (15) working days provide a written response to the Human Resources Director. Before going to Step 2, the parties shall discuss the grievance at a meeting and review all pertinent facts and information in an effort to resolve the grievance through conciliation.

Step 2

If the grievance is not settled at Step 2, it shall be submitted in writing by the Human Resources Director within ten (10) working days after the date of the conciliation meeting to the City Administrator or his/her designee. The City Administrator shall provide a written answer within fifteen (15) working days of receipt of the grievance.

Step 3

If the grievance is not settled at Step 2, either party may pursue any civil remedies available to it.

3. Failure to Comply With Time Limits

Failure of the employee/Association to comply with the time limits and other requirements set forth will serve to move the grievance to the next step. Failure of the City to comply with the time limits set forth above will allow the employee/Association to move the grievance to the next step. The time limits specified at any step may be extended by mutual agreement of the parties.

4. Release Time

All grievances shall be heard during the employees' normal workday. Association representatives may investigate and process grievances on City time. However, they shall obtain permission of their immediate supervisor before leaving their place or station of work to do so. Association representatives shall use judgment in deferring action or investigation on grievances when the progress of work is critical.

ARTICLE XII - DEFERRED COMPENSATION

The City will match up to two hundred dollars (\$200) per month to an employee's contribution to deferred compensation.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

ATTACHMENT A

WAGES

Base Pay

Wage and Compensation Study – Both parties agree that the City shall perform a wage and compensation study, and that both Parties shall bargain and carry out the plan for implementation of the results of such study during the remaining term of this collective bargaining agreement. The study will be implemented prospectively upon completion. Additional details relative to the study, including but not limited to, the consultant selected, the timeline for completion of the study, and the methodology of the compensation study and analysis shall be shared with M&P and discussed in Labor Management.

Wages:

- a. 2022 Wages: Effective the pay period that includes 01/01/2022 – five percent (5%) increase for all steps and ranges.
- b. 2023 Wages: Effective the pay period that includes 01/01/2023 – five percent (5%) increase for all steps and ranges.
- c. 2024 Wages: Effective the pay period that includes 01/01/2024 – four percent (4%) increase for all steps and ranges.
- d. 2025 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2023 – August 2024 CPI-U (Seattle/Tacoma/Bellevue) and the August 2023 – August 2024 CPI-W (West B/C), subject to a minimum wage increase of two and one half percent (2.5%) and a maximum wage increase of four (4%).
- e. 2026 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2024 – August 2025 CPI-U (Seattle/Tacoma/Bellevue) and the August 2024 – August 2025 CPI-W (West B/C), subject to a minimum wage increase of one percent (1%) and a maximum wage increase of three (3%).

Longevity Pay

Longevity Pay will be paid as follows:

Years of Service	Longevity Pay
5 years	\$.10 per hour
10 years	\$.15 per hour
15 years	\$.20 per hour
20 years	\$.25 per hour
25 years	\$.30 per hour
30 years	\$.35 per hour
35 years	\$.40 per hour
40 years	\$.50 per hour

Longevity pay shall be paid bi-weekly as it is earned. Longevity pay shall be applied to all hours in a base pay status, including vacation and sick leave hours, but excluding on-call pay, and shall be included in the “regular rate” for overtime purposes.

Eligibility for longevity pay is based on the length of service with the City. Employees separating from City service will be paid longevity pay to their date of separation.

ATTACHMENT B

INSURANCE

To be updated with current plan design and updates.

Medical Insurance

Permanent part-time employees who work at least twenty (20) hours per week but less than thirty (30) hours per week and who have worked for the City at least six (6) consecutive months shall have access to medical and dental insurance at one-hundred percent (100%) employee cost plus a medical and/or dental administration fee (currently \$25/month and subject to change annually). If an employee drops coverage they are not eligible for re-enrollment until the re-enrollment period during the following calendar year. Full-time employees are eligible for medical insurance under the payment terms described below, beginning the first day of the month following 30 days of employment.

Domestic Partner coverage will be available to employees meeting the definitions and following the affidavit procedures outlined in Spokane Municipal Code Chapter 03.09.

2017-2018

Employees will have the following medical plan options:

1. Employees who start work for the City on or after January 1, 2013, will have only City Plan IV and Group Health II as options. City contributions for City Plan IV and Group Health II will be capped at a 6% increase over the prior year's City contributions. If the total cost of medical benefits increases by less than 6% over the prior year, the difference will be contributed in a one-time payment to employees' deferred compensation accounts (employees must be enrolled in City Plan IV or Group Health II and participating in deferred compensation to receive this contribution).
2. Employees who start work on or before December 31, 2012, will continue to have City Plan III and Group Health I as options, in addition to City Plan IV and Group Health II. City contributions for City Plan III and Group Health I will be capped at a 4% increase over the prior year's City contributions. If the total cost of medical benefits increases by less than 4% over the prior year, the difference will be contributed in a one-time payment to employees' deferred compensation accounts (employees must be enrolled in City Plan III or Group Health I and participating in deferred compensation to receive this contribution).

2019

Employees will have the following medical plan options:

1. All employees will have only City Plan VII (Prime Network) and Kaiser/Group Health Plan V as options. The Association will determine the premium re-alignment. The premium re-alignment will result in no net impact on the total City contribution, per confirmation by the Broker.

2020-2021

1. City contributions for City Plan VII and Kaiser/Group Health Plan V will be capped at a 6% increase over the prior year's City contributions.
2. If total medical costs are projected to increase by more than 10% in 2020 or future years, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the Association membership does not ratify the changes, the members will pay any increase over the City cap to contributions.

Health Risk Assessment

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year's monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2017, will be charged the monthly fee January – December 2018.

Health Risk Assessments for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

Retirees' Medical Insurance

Effective January 1, 2018, retirees will have the option of City Plan I and a Kaiser Permanente Retiree plan. The City will blend retirees and active employees to determine rates for the retiree medical plans.

Association retirees who are on the retiree medical plans will no longer receive the subsidy after the existing fund is depleted.

Dental Insurance

Employee pays \$5.00 of Dental premium per month.

Employees will participate in the Washington Dental Service Preferred Provider Option (PPO)

plan, keeping the current level of coverage at \$1,500 per year.

Life Insurance

The City will provide employee life insurance coverage equal to one and one-half times the employee's annual salary to a maximum of \$150,000. The City will provide \$7,500 life insurance for spouses and \$3,000 for dependent children.

Long-Term Disability Insurance

The City will provide long-term disability insurance for employees.

APPENDIX A

City of Spokane Managerial & Professional Association – Exempt A

TITLE

ASSET MANAGEMENT DIRECTOR
ASSISTANT CITY ATTORNEY I
ASSISTANT CITY ATTORNEY II
ASSISTANT CITY ATTORNEY III
ASSISTANT CITY ATTORNEY IV
ASSISTANT FLEET SERVICES DIRECTOR
ASSISTANT RETIREMENT DIRECTOR
BUSINESS AND DEVELOPMENT PROGRAM MANAGER
CAPITAL PROGRAMS COORDINATOR
CHANNEL 5 DIRECTOR
CHIEF ACCOUNTANT
CHIEF ASSISTANT CITY PROSECUTOR
CHIEF PROBATION OFFICER
CITY CLERK
CITY ENGINEER
CITY PROSECUTOR
COMMUNITY, HOUSING, AND HUMAN SERVICES DIRECTOR
CUSTOMER SERVICE PROGRAM DIRECTOR
DEPUTY CITY CLERK
DEPUTY DIRECTOR, POLICE RECORDS AND EVIDENCE FACILITY
DEVELOPMENT SERVICES CENTER MANAGER
DIRECTOR, NEIGHBORHOOD SERVICES AND CODE ENFORCEMENT
DIVISION COMMUNICATIONS MANAGER
ENGINEERING OPERATIONS MANAGER
ETHICS COMPLIANCE AND OVERSIGHT OFFICER
HEARING EXAMINER
HISTORIC PRESERVATION OFFICER
PARKS BUDGET AND FINANCE DIRECTOR
PARKS EXECUTIVE OFFICER
PLANNING OPERATIONS MANAGER
PLANNING SERVICES DIRECTOR
PROJECT AND CONSTRUCTION MANAGER
PUBLIC DEFENDER
RECREATION DIRECTOR
RIVERFRONT PARK DIRECTOR

SENIOR COMMUNITY, HOUSING AND HUMAN SERVICES MANAGER
STRATEGIC DEVELOPMENT DIRECTOR
UTILITIES DIVISION CUSTOMER SERVICE PROGRAM MANAGER
WATER AND HYDROELECTRIC SERVICES DIRECTOR
WATER OPERATIONS AND HYDROELECTRIC FACILITY SUPERINTENDENT

SIGNATURE PAGE

DATED THIS ____ DAY OF _____, 2022.

CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
City Administrator

Terri Pfister
City Clerk

Tonya Wallace
Director, Finance and Administration

Approved as to Form:

Lynden Smithson
City Attorney

CITY OF SPOKANE MANAGERIAL AND PROFESSIONAL ASSOCIATION:

Samantha Johnson
President

Jon Klapp
Vice President

CITY OF SPOKANE

**MANAGERIAL & PROFESSIONAL
ASSOCIATION**

MANAGERIAL - B

2022-2026

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To be updated upon final non-substantive revision of CBA.

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CONTRACT
between
THE CITY OF SPOKANE
and
CITY OF SPOKANE
MANAGERIAL & PROFESSIONAL ASSOCIATION

MANAGERIAL - B
2022-2026

This Agreement is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (hereinafter referred to as the "City") and the **CITY OF SPOKANE MANAGERIAL & PROFESSIONAL ASSOCIATION**, (hereinafter referred to as the "Association").

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain its right to operate the City government effectively in a responsible and efficient manner consistent with law; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire understanding covering wages, hours, and working conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with City operations.

The parties agree as follows:

EMBODIMENT

The Agreement expresses the entire written understanding of the parties. Oral statements shall not explain, vary or contradict its express terms. Any amendments to this Agreement must be in writing and signed by both parties.

Each party had the unlimited right and opportunity to make demands and proposals during the negotiations which preceded the Agreement, with respect to any topic not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the term of the Agreement, the parties voluntarily and unqualifiedly waive such right and agree that they are not obligated to bargain collectively with respect to any matter specifically referred to or settled during the course of these negotiations. Should any Article, section, or portion of this Agreement conflict with any City policy, rule, or regulation, this Agreement shall take precedence.

In the event any provision of the Agreement is made invalid by applicable legislation, or declared unenforceable by a court of competent jurisdiction, such action shall not invalidate the entire

Agreement and all other provisions shall remain in full force and effect. The parties shall immediately attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

ARTICLE I – TERM OF AGREEMENT

Section A – Term of Agreement

This Agreement shall become effective on January 1, 2022 and continue in full force and effect through December 31, 2026.

Section B – Contract Negotiations

Negotiations for a successor Agreement shall begin by written notice by either party.

Section C – Conduct of Negotiations

Negotiations will be conducted at a time and place mutually agreeable to the parties. The City and the Association mutually agree to set up a bargaining calendar. The City and the Association shall endeavor at the end of each negotiation session to set up a time and place for the next meeting.

If no agreement is reached, either party may petition the Public Employment Relations Commission to provide an unbiased third party mediator.

It is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts or other interruptions of work while the dispute is being considered by the mediator. The parties agree to continue bargaining in good faith with the mediator's assistance to reach a resolution of the impasse. Any opinions given by the mediator shall be given due consideration but will not be final and binding on either party.

ARTICLE II – RECOGNITION

Section A – Bargaining Representative

For purpose of administration, this Agreement shall pertain to the positions of all classified managers and classified professionals, excluding the Mayor's clerical staff, elected officials, confidential employees per state law (as determined by the Public Employment Relations Commission or by mutual agreement of the City and Association), and all other employees of the City. The City recognizes the Association as the sole and exclusive bargaining representative for the purpose of establishing wages, hours, and working conditions of employment for all positions in the bargaining unit listed in the Appendix "A" (hereinafter referred to as the "employees").

Section B – Confidential Employees

The parties recognize the following employees as confidential in nature and excluded from the bargaining unit:

All tiers of Human Resources Analyst
All tiers of Benefits Specialists
Administrative Secretary/Clerk IV (Human Resources)
Chief Examiner (Civil Service)

All other employees in Human Resources and Civil Service will remain in the bargaining unit.

Section C – Dues

1. The City shall deduct, twice each month, dues from the pay of those employees who have opted-in to membership with the Association. The amounts to be deducted shall be certified to the City by the Association Treasurer. The aggregate deduction of all employees will be remitted monthly together with an itemized statement to the Association Treasurer.
2. **Collective Support.** Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Association to improve wages and working conditions generally. Unit employees collectively agree that financial support of the Association is fair, necessary, and integral to the success of this Agreement.

Section D – Association Representatives

The names of persons selected as Association representatives shall be provided in writing to the City by the Association.

Section E – New & Terminated Employees

1. The City shall furnish the Association with a monthly listing of promoted, hired, or terminated employees covered by the Agreement. The listing shall contain the employees' names, job classifications, and work locations.
2. **Employment Information** – The City agrees to supply the Association the names of all new hires, persons entering the bargaining unit, and/or persons performing work covered by this Agreement the individual's start date performing work covered by the Agreement. This list will include the employee's name, date of employment, job classification, department, work location, direct supervisor, and phone number.
3. **Access to New Members** – The City will facilitate Association access to all newly hired employees and/or persons entering the bargaining unit within ninety (90) calendar days of such hire or entry eligibility into the unit. The City will allow the Association at least thirty (30) minutes to meet with such individuals during the employee's normal working hours at their usual worksite or a mutually agreed upon location.

ARTICLE III – PRODUCTIVITY

City management and employees shall work together individually and collectively to meet the production requirements of each City department, to provide the public with efficient and courteous service, to encourage good employee attendance, and to promote a climate of labor relations that

will aid and achieve a high level of efficiency in all aspects of City government.

ARTICLE IV – ASSOCIATION SECURITY

Section A – Membership

The City shall make each new employee eligible for membership in the bargaining unit aware that the Association is the exclusive bargaining representative for the Employee's position. Employees may choose to become a voting (dues-paying) member of the Association. The City agrees to make payroll deductions for regular dues and assessments and/or agency fees upon receipt of signed opt-in from the employee on the form supplied by the Association. All employees covered by this agreement who opt to become voting members of the Association shall remain members in good standing unless they complete the Association's opt-out form indicating their decision to opt-out of the Association and cease dues and/or deductions. Only dues-paying members in good standing may run for and be elected to seats on the Association's Executive Board.

New employees shall default to opt-out status if an opt-in form is not completed within thirty (30) calendar days of employment or within five (5) business days of the employee's New Employee Orientation, whichever is longer. Opt-out by existing employees must be verified by a signed opt-out form as provided by the Association. Within five (5) business days of receipt of a signed opt-out form, the Association will notify the City to cease monthly deductions for that employee. Resignations submitted only to the City will be considered valid and will operate to terminate dues deductions with notice from the City to the Association.

Section B – Indemnification

The Association agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article if the City's action or inaction was pursuant to the Association's improper request.

ARTICLE V – MANAGEMENT RIGHTS

Section A –The City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights include, but are not limited to, the right:

1. to determine the City's mission and policy and to set forth all standards of service offered to the public;
2. to plan, direct, control and determine the operation of services to be conducted by the employees of the City;
3. to determine the methods, means, and number of personnel needed to carry out the departments' missions;
4. to direct the work force;

5. to hire, assign, transfer, promote, suspend, discipline, or discharge at will, exempt employees;
6. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
7. to move work in or out of the bargaining unit;
8. to make, publish and enforce rules and regulations;
9. to introduce new or improved methods, equipment, or facilities;
10. to contract out for goods and services;
11. to take any and all actions necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City.

Section B – The parties recognize that this listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the Association by agreement. The parties acknowledge that the City may take unilateral action in any area as long as such action is not contrary to a provision in this Agreement.

Section C – The Mayor and City Council at all times maintain the sole authority to determine the purpose and mission of the City and the amount and allocation of the City's budget.

ARTICLE VI - WAGES

Section A – Salary Schedule / Direct Deposit

Employees shall be compensated in accordance with the salary schedule adopted by the City Council, which shall reflect the terms of this Agreement.

Payroll checks shall be issued exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

Section B – New or Revised Positions

The City shall designate wage rates for new and revised positions within thirty (30) days of that occurrence. Notification of the wage rate shall be sent to the Association. If the Association disagrees with the wage rate and wishes to negotiate, they shall advise the Human Resources Director within ten (10) working days after receipt of notification.

If the two parties cannot reach an agreement within ten (10) working days, the matter will be referred to the Salary Review Committee composed of two (2) appointees of the Association and two (2) appointees of the City Administrator. These four (4) will appoint the fifth member of the committee.

When an exempt position is established or revised, the City will develop a job description for the position, in accordance with Human Resources Department procedures. A copy of the job description will be provided to the Association.

Section C – Established Positions

If an employee, the Association, or management believes that a classification specification does not accurately reflect the duties and responsibilities of the classification, a Classification Review and/or Job Survey may be requested as provided in Civil Service Rule III, Sections 2 and 3. If such Classification Review and/or Job Survey results in a revised classification specification, Human Resources shall automatically conduct a point factor analysis on the revised classification. The point factor analysis shall be submitted to the Association for concurrence. If the City and Association cannot reach agreement on the appropriate salary for the classification, the issue shall be submitted to mediation per the contractual impasse procedure.

Section D – CDL Premium Pay

A premium of ten cents (\$.10) per hour will be paid those employees who are in the random selection eligible drug testing pool due to having a CDL endorsement.

Section E – Holiday Pay

1. Employees shall receive eight (8) hours of holiday pay for each of the fixed holidays:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Native American Heritage Day – Day after Thanksgiving
- g. Christmas

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

In order to qualify for holiday pay, the members shall be in a paid status the normally scheduled shift of work immediately following the holiday. Employees who work other than a regular five (5) – eight (8) hour work schedule shall be granted up to ten (10) hours holiday pay for each fixed holiday.

2. Floating Holidays:

2.1 Employees hired prior to January 1st of a calendar year will receive six (6) floating holidays (total 48 hours) that may be used at any time during that calendar year.

All new employees hired between January 1st and the 3rd Monday in January shall receive six (6) floating holidays for that year.

All new employees hired from the 3rd Monday in January and June 30th shall receive four (5) floating holidays for that year.

All new employees hired from July 1st and the end of the year shall receive two (3) floating holidays for that year.

- 2.2 Until the City declares the birthday of Martin Luther King Jr. as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.
- 2.4 Floating holidays may not be carried into the next year, and unused floating holidays will not be paid out at termination.
- 2.5 Employees shall be allowed to use floating holiday time in the same manner as other leave except as otherwise stated.

Section F – All-Risk Mobilizations (*MOBEs*)

The participation of City employees in All Risk Mobilizations is in the best interest of the City, region, and state. When Association employees in the Fire Department are mobilized to an All Risk Mobilization, the City will compensate those employees based on the compensation factors the City is reimbursed for by the mobilizing agency (e.g.) National Forest Service, Department of Natural Resources, Bureau of Land Management, etc). If the mobilized employee is overtime exempt, they could become overtime eligible under the governing rules of reimbursement by the mobilizing agency. In cases where the City bills the agency for personnel time, the wages earned and subsequently reimbursed by the agency will be distributed to the employee.

Section G – Working Out of Classification

- 1. In some instances when an employee is off work temporarily it is necessary to fill in behind that employee to efficiently accomplish the work of the City. Usually the employee called upon to fill in is in a different classification and a lower grade. The City benefits by having continuity in the work of the higher level position; the employee filling in benefits by gaining experience in a more responsible position.
- 2. When an employee is called upon to fill a temporary vacancy of at least one week in a higher level position and that employee performs the key duties of that higher level position, the City will pay that employee at the appropriate step of the salary range of the higher-level position. Out-of-classification pay will apply beginning the first day of any one-week or longer out-of-classification assignment. In the case of unplanned out-of-classification assignments or those that unexpectedly extend to at least one week, out-of-classification pay will be provided retroactively to the first day of the assignment.
- 3. Selection for Out-of-Classification Assignments

- 3.1 An employee may work out-of-classification only when notified in advance by their supervisor to fill a vacancy in a higher-level position or for special advanced approved projects. Selection for out-of-classification assignments shall be made in the following order:
 - a. The employee who has passed and is currently on the Civil Service promotion list for the position to be filled. If more than one (1) employee in the work group is on the Civil Service promotion list, selection shall be made in order of standing on the promotion list.
 - b. If no employee in the work group is on the Civil Service promotion list for the position to be filled, the employee who has the seniority for the position and is fully qualified to perform the duties of that position.
- 3.2 Selections for out-of-classification assignments are to be made from the appropriate work group. In some cases the work group will be the entire department; in others, a division. And in still others, the work group will be a unit of a division. The guiding factors should be how discretely each work group functions and what the selection practice has been. To facilitate continuity of operations, out-of-classification assignments of less than a full shift shall be handled within the smallest work unit.
4. Out-of-classification assignments require the prior written approval of the Human Resources Director.
5. Payment for Out-of-Classification Assignments
 - 5.1 With the exception of employees being trained in a higher-level classification, an employee working in a higher classification for less than a full shift shall be paid on an hour-for-hour basis; an employee working at least half a shift in the higher classification shall receive the higher level pay for the entire shift.
 - 5.2 An employee working out-of-classification shall be paid at the step of the salary range for the higher level position that provides a one (1) step increase (figured at the higher salary range) over their permanent salary; however, if after computing a one (1) step increase the amount falls between two (2) steps, the employee will be paid at the higher step. In no event will an employee working out-of-classification be paid more than the top step for the higher-level position. For example, if the out-of-classification assignment is to a position that has \$1.10 per hour difference between the first two (2) steps, the employee would be placed in the lowest step that provides a \$1.10 increase, but not to exceed the top step.

- 5.3 An employee working out-of-classification for six (6) consecutive workweeks or more will receive out-of-classification pay for all compensable time (e.g., vacation leave, sick leave) during the remainder of the higher level assignment (without retroactive adjustment for the first six weeks). An employee working out-of-classification for less than six (6) consecutive workweeks will receive out-of-classification pay only for hours worked in the higher level classification.
- 5.4 No adjustment to an employee's salary shall be made while the employee receives training in a higher-level position.
6. The Association shall be provided a copy of all out-of-classifications requests for M&P employees approved by the Human Resources Director.

Section H – Absences From Work

The City of Spokane and the Association agree to adopt the "salary basis" regulations adopted by the Washington State Department of Labor and Industries. It is generally understood that for salaried employees whose duties meet the independent judgment and discretion of the "duties" test under the Fair Labor Standards Act, it may often be necessary to work more than forty (40) hours per week to complete their tasks. With respect to instances in which a salaried employee's pay may be reduced if fewer hours are worked, the parties have agreed to the following:

1. If an employee performs no work at all in a particular workweek and the absence is not charged to an appropriate leave bank, the employee's salary will be deducted for the entire week.
2. If an employee takes time off for personal reasons other than sickness, accident, or the partial leave authorized in subsection 4 below, then the employee's available floating holiday, personal leave, vacation or compensatory time banks will be deducted for the time taken.
3. If an employee has exhausted all paid illness leave, and takes a whole day off for illness (except for industrial injury or disability) the employee's salary will be deducted for the entire day unless the absence is charged to an appropriate leave bank.
4. A salaried employee shall not have their leave banks reduced for scheduled and approved absences of less than four hours per day, except that if an employee is eligible for intermittent leave under the Family and Medical Leave Act, leave banks as appropriate will be deducted for partial day absences.
5. In the first and final weeks of employment, an employee's salary may be prorated for actual days worked.

6. Definitions and procedures will be administered per City policies and the appropriate collective bargaining agreements.

Section I – On-Call Pay

The parties agree to discuss possible revisions to the below on-call pay provisions in labor-management meetings. If no agreement regarding on-call pay is reached by January 1, 2016, either party may petition the Public Employment Relations Commission to provide an unbiased third party mediator.

1. On-call duty may become a condition of employment for new employees, but will be optional for existing employees.
2. On-call pay will be limited to those employees as agreed to by the Association, the department head and the Human Resources Director.
3. On-call time as defined by the Department of Labor is time spent by employees off the premises engaged in their own pursuits where the employee must remain available to be called back to work on short notice if the need arises.
4. Compensation will be as follows:

Hourly Employees:

Hourly employees will receive \$3.50 per hour while on-call. The period of on-call is time outside of an employee's regularly scheduled shift, including City-recognized holidays. Hourly employees shall also receive personal leave, compensatory time or overtime pay in accordance with this Agreement or City policy as appropriate for actual time worked.

Salaried Employees:

Salaried employees will receive \$3.50 per hour while on-call. The period of on-call is time outside of an employee's regularly scheduled shift, including City-recognized holidays.

5. The normal expected response time to answer a pager or phone for the on-call employee is within fifteen (15) minutes of being called unless otherwise agreed. Failure to respond within this time period could lead to disciplinary action. The nature of the emergency will determine the appropriate length of time for the response.
6. It will be the responsibility of the scheduled on-call employee to find a substitute, if needed, and to obtain supervisor approval of the replacement.

Section J – Range Changes

Employees who change pay ranges will be placed at the same step of the new range as they are in the current range.

ARTICLE VII – CONTINUITY OF CONDITIONS

Except as otherwise provided, all matters contained in written personnel policies, ordinances and applicable law that relate to wages, hours, and working conditions of employees, shall remain in effect through the term of this Agreement.

The City is not limited, confined or restricted by past practice, rule, custom, or regulation in carrying out its mission.

This Agreement shall not be interpreted to restrict the Association's right under state law to bargain the decision and impact of changes in subjects of bargaining where required by state law.

ARTICLE VIII - HEALTH & WELFARE

Section A – Insurance Information

The parties shall work together to control future costs in employee medical, dental, life, and disability insurance coverage. The City shall provide, experience information concerning premiums and claims paid on a quarterly basis and arrange for carrier representatives to meet with the Association. The City shall provide the Association with copies of received quotes and proposed insurance rates within ten (10) business days of receipt and prior to the determination of the rates by the City, no later than one month prior to open enrollment.

The City will maintain the existing status quo on insurance for 2022 and 2023. The Parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

Section B – Medical Insurance

Agreed-upon medical insurance contributions affecting employees is contained in Attachment B.

Section C – Dental Insurance

Agreed-upon dental insurance covering employees is contained in Attachment B.

Section D – Life Insurance

Agreed-upon life insurance covering employees is contained in Attachment B.

Section E – Long-Term Disability Insurance

Agreed-upon long-term disability insurance covering employees is contained in Attachment B.

Section F – Leave Sharing

Personnel Policy ADMIN-0620-09-28 will be applicable to employees represented by the

Association with the following clarifications:

1. It is the policy of the City to permit non-uniformed employees (exempt, non-represented management and represented) to donate vacation time, sick leave and/or compensatory time to a non-uniformed co-worker who is suffering from or has an immediate family member suffering from a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, sick leave, compensatory time, and floating holidays, and who will imminently go on leave without pay or terminate City employment. "Immediate family" will be defined as spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.
2. An employee may receive leave under this program if the employee or immediate family member suffers from an illness, non-job-related injury or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

An employee may receive leave under this program if the employee has an immediate family member living within the employee's immediate household that suffers from a severe or extraordinary non-job-related illness or injury; which has caused or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment. Provided, however, that a doctor's certification is provided to the City in a timely manner.

3. An employee receiving the leave-sharing benefit shall receive no more than a total of one-hundred twenty (120) days of such leave during each ten (10) years of service beginning with the date of employment, which shall be non-cumulative, at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit as mutually agreed by the Association and the City on a case-by-case basis.
4. Vacation and Sick Leave accrued while a member is in paid leave status due to the use of shared leave must be used as it is earned.

Section G – Illness Leave

1. An employee may use illness leave whenever they:
 - Cannot report to work due to personal illness or injury;
 - Have a personal or immediate family member's doctor or dentist appointment, if the family member is incapable of transporting self.
 - Have an emergency or illness involving a member of the employee's immediate family, if the family member is incapable of caring for self.

“Immediate family” for purposes of this section means spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee’s immediate household.

Requests to use leave for other relatives shall be submitted to a committee composed of one (1) person from Human Resources, one (1) person from the department from which the request originated, and one (1) Association representative. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

2. Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, child, spouse, parent-in-law or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave-Sharing benefits is subject to the existing requirements and approval process as stated in Article IX, Section F. Leave covered by the Family Medical Leave Act (FMLA) will continue to be governed by City policy.
3. The bi-weekly accrual will be maintained at six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. The reserve account may only be accessed for absences protected under the FMLA or absences resulting from on-the-job (OJI) injuries. For employees new to the City, during the first three (3) full years of their employment, no paperwork will be required to access the reserve FMLA/OJI account, only the exhaustion of their regular account. For purposes of payouts at separation, the two accounts will be merged and considered as one account.
4. As of January 1, 2023, the bi-weekly accrual will be combined to six (6) total hours and the split leave banks will be merged into a new, single account. Access to the single account will continue as is, and be used for absences protected under the FMLA or absences resulting from OJI.
5. Forty percent (40%) of an employee’s accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employee upon retirement or to the employee’s estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee’s rate of pay at the time of retirement or death. The maximum illness leave payment shall be $960 \text{ hrs.} \times 40\% = 384 \text{ hrs.}$
6. If an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, then the payout in subsection 4 will be increased to sixty percent (60%). The maximum leave payment would then become $960 \text{ hrs.} \times 60\% = 576 \text{ hrs.}$

7. An employee with a minimum of five (5) years of service with the City who terminates service in good standing (i.e. layoff, two (2) weeks' notice from employee) will receive a twenty-five percent (25%) payout of sick leave balance up to a maximum accrual of nine hundred sixty (960) hours.
8. Employees who suffer from severe or extraordinary non-job-related illnesses, injuries, or impairments will be eligible for an additional 960 hours (120 days) of paid leave every ten (10) years in accordance with the City's leave-share program, as described in the City's Administrative Policy and Procedure 0620-09-28.

Section H – Bereavement Leave

Employees shall be permitted to use up to and including five (5) days of any available paid leave, including illness leave, in the event of death in the immediate family. Two (2) additional days of paid leave may be used when the one-way travel is two-hundred fifty (250) miles or more. Additional leave may be granted upon request to Human Resources by an employee.

For this section only, "immediate family" shall be defined as spouse, domestic partner, parent, stepparent, child or stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household. Requests to receive leave for other persons may be submitted to Human Resources for approval.

Section I – Paid Family Medical Leave

General – The City and the Association mutually agree that paid medical and family leave will be administered in compliance with State and Federal regulations.

Dependent Care Leave – An employee shall be permitted up to four weeks (160 hours) of illness leave to take care of a newborn child, recently adopted child, foster child, or a relative otherwise needing care. Upon employee request, the City and the Association shall bargain a Memorandum of Understanding to permit an employee to telework or work a modified schedule in lieu of using leave.

Section J – Personal Leave

1. GENERAL

The City of Spokane offers personal leave to these employees in recognition of the fact that they typically put in more than forty (40) hours of work a week.

2. PERSONAL LEAVE

Each calendar year beginning January 1, 2024, employees will be credited with:

- a. forty (40) hours if hired by January 15;
- b. thirty (30) hours if hired between January 16 and March 31;
- c. twenty (20) hours if hired between April 1 and June 30;
- d. ten (10) hours if hired between July 1 and September 30;
- e. zero (0) hours if hired after September 30.

Permanent part-time employees receive personal leave on a pro-rata basis.

3. USE OF PERSONAL LEAVE

3.1 Employees are eligible to use personal leave from the date of hire when approved in advance by their supervisor or the person authorized to grant such leave.

3.2 Personal leave shall be scheduled so as not to interfere with the essential operating requirements of the City. Whenever practicable, personal leave shall be granted at the preference of the employee.

3.3 Employees may take personal leave in the same manner as other leave.

3.4 Personal leave shall not be carried over from one year to the next. Payment shall not be granted at the time of termination, retirement, or death in lieu of using personal leave.

Section K – Salaried and Hourly Status

1. Salaried Employees

Most of the City's managerial and professional employees are considered "salaried" employees exempt from the Fair Labor Standards Act. Under the Fair Labor Standards Act, salaried employees are defined as executive, administrative or professional employees who are paid on a regular salary basis. As salaried employees, they are paid for their work product and not for the hours required to accomplish their work. Therefore, salaried employees are often allowed and/or required to work flexible schedules, which may be more or less than forty (40) hours per week to adapt to variable workloads.

- a. If a salaried employee believes that a supervisor has unreasonably denied a flexible or variable work schedule, the employee shall formalize the requested schedule in writing (including e-mail). The supervisor shall respond in writing (including e-mail) with specific reasons why such request is denied. If the employee continues to believe the supervisor has acted unreasonably, the employee shall notify the Association.
- b. If a supervisor believes that an employee has unreasonably refused to work a flexible or variable work schedule that is necessary to produce the required work product, the supervisor shall formalize the required schedule in writing (including e-mail). The employee shall respond in writing (including e-mail) with specific

reasons why the employee refused to work the required schedule. If the supervisor continues to believe the employee has acted unreasonably, the supervisor shall notify Human Resources.

- c. Upon receipt of notification that there has been an alleged unreasonable denial or refusal regarding a flexible work schedule, either the Association or Human Resources shall raise the issue for discussion in the next regularly scheduled labor-management meeting. If the issue is not resolved in labor-management meetings, it may proceed through either the grievance or disciplinary process, as appropriate.

2. Hourly Employees

"Hourly" employees are not exempt from the Fair Labor Standards Act, and receive overtime at the rate of time and one-half for hours worked over forty in a workweek. Hourly employees who have accrued compensatory time will be cashed out at a rate of one and one-half.

3. Notification of Status

The Human Resources Department shall notify the Association whenever the designation of exempt/non-exempt status has been made for a newly created position or a change to an existing exempt/non-exempt position.

4. PROJECT PAY

The Mayor or designee may authorize a flat biweekly payment to an employee who is required to perform a function or project that may or may not be outside of their normal work responsibilities and which requires the employee to work a substantial amount of extra work time. This sum will be paid each pay period during the work assignment. Requests for approval for the payment shall be in writing and state the circumstances that warrant the payment. The authorization shall require the prior written approval of the department head and the Human Resources Director, who will set the amount of additional compensation, subject to negotiations with the Association, for the function or project. The project will state a beginning and ending timeframe and must not exceed six (6) months. If an extension of time is needed, a new request must be submitted.

5. The Association shall be provided a copy of all out-of-classifications and project pay requests for M&P employees approved by the Human Resources Director.

Section K – Vacation Leave

Employees earn a number of paid vacation hours each pay period. The number of hours earned depends upon the employee's length of employment and the number of hours in a pay status. Vacation hours earned cannot exceed the maximum accrual listed below.

A new employee must first work a minimum of six (6) months before they become eligible to

use paid vacation leave, unless approval is obtained by a supervisor to use it before six (6) months. Employees who leave City employment after six (6) months are entitled to cash payment for vacation leave up to the time of separation. Employees who leave City employment before the completion of six (6) months shall forfeit all vacation time accrued and are not eligible for cash payment.

Prior approval to use vacation leave must be obtained from the employee's supervisor so that proper scheduling of work can be accomplished.

Vacation is accrued at the following rates for all Association employees:

Years of Service	Biweekly Accrual	Maximum Accrual
First 4 years	3.70	200
Begin 5 th year	5.24	273.52
Begin 11 th year	5.55	289.72
Begin 12 th year	5.85	305.38
Begin 13 th year	6.16	321.56
Begin 14 th year	6.47	337.74
Begin 15 th year	6.78	353.92
Begin 20 th year	8.32	434.30
Begin 25 th year	9.00	434.30
Begin 30 th year	9.50	434.30

The first pay period in December, employees may elect to cash out up to 40 accrued vacation hours (so long as such cash out does not drop the employee's vacation bank below 80 hours).

Section L – Vacation & Illness Leave Banks

When negotiating with a highly qualified applicant it is allowed to offer up to eighty (80) hours of vacation leave and/or up to forty (40) hours of illness leave as an initial drop into an employee's leave bank. Approval for such additional leave must be secured from the Human Resources Director before being offered to the candidate.

ARTICLE IX – GENERAL PROVISIONS

Section A – Contract Administration

This Agreement will be administered by individuals designated in writing by the City Administrator and the Association President.

Section B – Association Activities

1. Association officers, board members and staff representatives who need time away from their work to conduct Association business related to grievances, negotiations, or other related activities shall be afforded the necessary amount of time to conduct such business

without loss of pay or any leave bank charged.

2. Association delegates who attend conferences or other training shall be specifically identified by letter at least ten (10) days prior to the proposed absence. The employees shall be granted paid leave for the period required to attend such functions, subject to supervisor and Human Resources Director approval, which shall not be unreasonably withheld. Such leave shall not be charged against the employee's leave banks. This leave would not exceed more than five (5) days per employee per calendar year.
3. Electronic Devices – The City will permit Association representatives the use of electronic mail, fax machines, copiers, telephones, computers, cell phones, and video conference equipment to communicate regarding Association business. In no circumstances shall use of the City's equipment or systems interfere with the City's operations or result in additional expense to the City. The parties understand and agree that there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Relations Act.
4. Bulletin Boards – The City agrees to provide bulletin boards in areas accessible to employees for the use of Association representatives to post announcements of meetings, elections, and other materials.
5. The time spent on Association activities shall not adversely affect the employee's primary City position.

Section C – Non-Discrimination

The City shall not discriminate against any employee on the basis of permissible activity on behalf of, or membership in, the Association. The Association recognizes its responsibility as bargaining representative and shall represent all employees without discrimination, interference, restraint, or coercion. The parties shall comply with federal, state, and city discrimination laws and policies.

Section D – City Policies/Work Rules/Ethics Code

City policies/work rules approved by the Mayor or their designee shall apply to employees. Except as otherwise provided, policies/work rules in effect at the start of the contract term shall remain in effect for the term of this Agreement. Copies of new or modified policies/work rules that relate to wages, hours, and other working conditions of employment for employees shall be sent to the Association and are subject to negotiation pursuant to Article VII of this Agreement if requested. Policies/work rules that have been agreed to by the Association that directly contradict any Article, section or portion of this Agreement must become part of this Agreement by Supplemental Agreement to be enforceable.

The Code of Ethics contained in the Spokane Municipal Code shall apply to Association members.

Section E – Layoffs

Employees will be given four (4) weeks' notice prior to the effective date of the layoff for lack of work or lack of funds.

Section F – Civil Service Employment

The Civil Service Commission has the authority to promulgate rules which are binding on classified employees, unless the terms of this Agreement are different from the rule, in which case this Agreement governs.

The Rule of Three applies to all Association positions that have more restrictive rules of appointment under the Civil Service Rules. For all Rule of Three positions, the appointing officer shall select from the three highest candidates on the Civil Service eligibility list the one that the appointing officer determines is best qualified for the position. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection.

Section G – Supplemental Agreements

1. During the term of the Agreement, maintenance of contract items shall be through the use of Memoranda of Understanding. Supplemental Agreements shall be used to discuss items of cost. Memoranda of Understanding and Supplemental Agreements may only become part of this Agreement through a written document signed by representatives of the City and Association.
2. During negotiations for the next collective bargaining agreement the Parties shall determine whether to incorporate Memoranda of Understanding or Supplemental Agreements into the collective bargaining agreement or extend the Memorandum of Understanding or Supplemental Agreement. Any Memorandum of Understanding or Supplemental Agreement that is not included in the collective bargaining agreement or extended by the mutual agreement of the parties shall expire.

Section H – City Required Licenses/Certifications

With the exception of the basic driver's license, the City shall pay for licenses or certifications required by the City. When the employee has paid for the license or certification, the City shall reimburse the employee within 60 calendar days from the date of the receipt of the request to the employee's supervisor.

Section I – Employee/Management Meetings

The parties shall hold employee/management meetings for the purpose of resolving issues that arise.

Section J – Uniforms & Protective Clothing

Should the City require employees to utilize uniforms and/or personal protective equipment, it shall be furnished by the City and at City expense.

Section K – Flex Time

The City may afford the employees the opportunity to work non-standard work schedules. Alternative scheduling may be requested by an employee or their supervisor, and will be permitted solely at the discretion of the employee's supervisor.

With supervisor approval, employees shall be able to "flex" the number of hours worked between work days. Flex time shall only be allowed in the same pay period.

Section L – Natural Disasters

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives from the Association and the Human Resources Department will negotiate the matter and their decision will be final.

An employee wishing to receive administrative leave due to a natural disaster must, within forty-eight (48) hours of returning to work, submit a written request on the appropriate form to the department head, furnishing all relevant details. The department head or designee shall investigate the circumstances and decide upon the request. The decision may be to approve all, part, or none of the request. Approved administrative leave shall be hour for hour. A copy of the request, whether approved in full or in part or disapproved, shall be sent to the Human Resources Department.

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director who will negotiate the matter with the Association. That decision will be final.

Section M – Project Employees

The Civil Service rules for the City provide for the hiring of "Project Employees". Project employee is defined as an "employee hired to perform a specific project or work, which is non-recurring in nature or is created by an unforeseen event which will not exceed two (2) calendar years from the date of hire without review by the Civil Service Commission."

1. Department requests for a Project Employee should be directed to the Civil Service Commission. Upon receipt of a request, a meeting will be scheduled between a representative from Civil Service, Human Resources, and the Association. The Project Committee will evaluate the request and determine if the position is a Project Employee.
2. If a position is approved, the Project Committee will determine if an existing M&P classification best identifies the project position and the corresponding salary range in the M&P pay plan. If an existing M&P classification does not exist, the Project Committee will agree upon an appropriate M&P salary range. The Project

Committee shall determine which step within the agreed upon salary range to place the Project Employee.

3. M&P Project Employees will pay union dues as determined by M&P.
4. M&P Project Employees shall receive overtime pay in accordance with the Fair Labor Standards Act.
5. M&P Project Employees shall receive annual cost of living salary adjustments at the same time and in the same level as regular M&P employees.
6. M&P Project Employees may receive one step increase on the anniversary date of the person being hired (or placed in HRS classification #850). The step increase is contingent upon a one-year progress report being provided by the manager of the Project Employee to the Project Committee.
7. M&P Project Employees shall receive holiday pay for the same holidays as Association members. In order to qualify for holiday pay, the Project Employee must be in a paid status the normally scheduled shift of work immediately following the holiday.
8. Except as provided above, M&P Project Employees shall have all other rights and responsibilities afforded M&P temporary seasonal employees.

Section N – Employees’ Retirement System

The Spokane Employees’ Retirement System (SERS) exists for the benefit of the employees/retirees. The Association agrees to all of the Spokane Municipal Code, Chapter 03.05, provisions regarding SERS.

SERS Contributions: The contribution rate to the retirement system as of the effective date of this contract is 10.25%, paid by each employee and matched by the City.

Effective upon agreement by all other impacted bargaining units, the contribution rate may be adjusted further as follows:

Subject to approval by the Retirement Board and the City Council, in the event that an official actuarial report prepared at the direction of the Retirement Board indicates that the current total contributions are less than the employee contributions plus the Actuarially Determined Employer Contribution Rate, the City may increase employee and City retirement contributions by up to 1% of annual pay without further negotiation. Increases pursuant to this section are limited to one increase per calendar year.

Additionally, subject to approval by the Retirement Board and the City Council, in the event that an actuarial report indicates that the Plan has reached 100% funded status, the City may decrease employee and City contributions by up to 1% of annual pay without further negotiations.

Decreases pursuant to this section are limited to one decrease per calendar year.

SERS Benefit Tiers:

Tier 1: Employees hired prior to January 1, 2009, shall be entitled to elect at the time of retirement whether to receive the Tier 1, Tier 2, Tier 3, or Tier 4 benefit. The Tier 1 benefit is described in full in the Spokane Municipal Code, Section 03.05.160, and the key provisions are as follows:

1. Retirement benefit of 2.15% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 64.5% (30 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with 5 years of creditable service, or at age 62.

Tier 2 (Rule of 75): Employees hired on or after January 1, 2009, but before January 1, 2015, shall be entitled to elect at the time of retirement whether to receive the Tier 2, Tier 3, or Tier 4 benefit. The Tier 2 benefit is described in full in the Spokane Municipal Code, Section 03.05.165, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 75, or at age 62.

Tier 3 (Rule of 80): Employees hired on or after January 1, 2015, but before January 1, 2018, shall be entitled to elect at the time of retirement whether to receive the Tier 3 or Tier 4 benefit. The Tier 3 benefit is described in full in the Spokane Municipal Code, Section 03.05.166, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 80, or at age 65.

Tier 4 (Rule of 90): Employees hired on or after January 1, 2018, shall receive the Tier 4 benefit, assuming all other impacted bargaining units have agreed to adopt Tier 4 by that date. The key provisions of the Tier 4 benefit are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50 with the employee's age plus years of creditable service equaling at least 90 or at age 65.
4. If an employee retires with less than 30 years of service, an Early Retirement

- Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

Section O – Tuition Reimbursement

The City and Association agree to follow the City's personnel policy on Tuition Reimbursement, subject to the following modification:

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

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

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

ARTICLE X – LABOR-MANAGEMENT

Section A - Labor-Management Meetings

Association and City representatives shall conduct labor-management meetings for the purpose of resolving issues that arise, including but not limited to:

1. Application and interpretation of the collective bargaining agreement; and
2. Claims that a party has violated the collective bargaining agreement or any law related to public employment or collective bargaining..

Meetings will be scheduled on a monthly basis or additionally as-needed.

All labor-management meetings may be conducted virtually or in-person, according to the needs and preferences of both parties.

Labor-Management Issues

In furtherance of the Parties' ongoing efforts to resolve outstanding Labor-Management issues

and backlog, the Parties commit to continue utilizing the Labor-Management process to resolve matters during the term of the collective bargaining agreement. Accordingly, the Parties agree to table the following topics and proposals from the bargaining of this collective bargaining agreement for continued discussion and bargaining in monthly Labor-Management meetings:

- Teleworking and Telecommuting
- Complaint Disclosures
- Temporary Workers
- On-Call Pay
- Vacation and Illness Leave Banks – New Hire PTO
- Health and Wellness Hours/Program
- Working Out of Class and Project Pay
- Overtime Eligible Employees
- Reclassified Employees Process and Pay

Section B – Grievance Procedure

1. Employee/Association Grievance Procedure

A grievance is a claim by an employee covered by this Agreement, or by the Association, that the City has violated an express provision of this Agreement or an existing working condition covered by the terms of this Agreement, including discipline.

A classified employee may file a grievance over any suspension, reduction in rank, or discharge through either the Civil Service Commission or the provisions of this Agreement, but not both. A classified employee may file with the Civil Service Commission without Association participation if the employee so chooses. The procedure for a grievance is as described below.

Step 1

The grievance shall first be presented in writing by the employee or the Association to the immediate supervisor or Human Resources within twenty-one (21) working days of the alleged violation. Every effort will be made to resolve the grievance at this step. The immediate supervisor or Human Resources shall have ten (10) working days to issue a written decision.

A written grievance must contain the following:

- a. The nature of the grievance;
- b. A statement of the alleged facts upon which the grievance is based, including dates and times if known;
- c. The specific Article(s) of the contract alleged to be violated; and
- d. The specific requested relief.

Step 2

If the grievance is not resolved in Step 1, the Association may submit the grievance in writing

to the Human Resources Director within twenty-one (21) working days after receipt of the Step 1 response. The Human Resources Director shall investigate, consider the grievance, and provide a written response to the Association within twenty-one (21) working days after submission by the Association. The Step 2 response shall grant the grievance or deny it in whole or in part. If the grievance is denied in whole or in part, the written response shall specify the reasons for the denial (in whole or in part) of the grievance.

If the matter is not resolved in its entirety at Step 3, it may be moved to Step 3.

Step 3

If resolution is not reached at Step 2, the grievance may be moved to Step 3 by the Association, in writing, within fifteen (15) working days after receipt of the Step 3 response. Step 3 is to be filed with the City Administrator, who may call for and require a meeting of the parties if they deem it advisable to do so.

Within fifteen (15) working days after submission of the Step 3 grievance to the City Administrator (twenty (20) working days if the City Administrator requires a meeting of the parties), the City Administrator shall provide a written response to the Step 3 grievance, granting the grievance or denying it in whole or in part. If the grievance is denied in whole or in part, the specific reasons for the denial (in whole or in part) must be clearly set forth in the Step 3 response. No amendments to the grievance shall be permitted after Step 3, unless by mutual agreement by the Association and City, in writing.

The processing of the grievance shall follow the steps in the order written above, provided, however, by mutual agreement of the parties, that any of the above steps may be skipped to expedite the process to resolution.

Step 4

If the matter remains unresolved and the Association desires to submit the grievance to arbitration, the Association must submit a written demand for arbitration to the City Administrator within thirty (30) calendar days after receipt of the Step 4 response.

Within ten (10) working days of the City's receipt of the Association's demand for arbitration, representatives of the Association and the City shall begin the selection process of an arbitrator. The parties shall first attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree on an arbitrator, then the Association shall request a list of seven (7) names of northwest arbitrators from the Public Employment Relations Commission. The parties shall alternately strike names from the list until one (1) name remains. That person shall be selected as the arbitrator to hear the grievance. The arbitrator's decision will be final and binding upon the parties.

All costs of the arbitrator will be split equally between the Association and the City.

2. City of Spokane Grievance Procedure

Step 1

The Human Resources Director on behalf of the City may file a grievance with the Association President or Staff Representative within fifteen (15) days of occurrence or the date on which they first became aware of it. The Association President or Staff Representative shall within fifteen (15) working days provide a written response to the Human Resources Director. Before going to Step 2, the parties shall discuss the grievance at a meeting and review all pertinent facts and information in an effort to resolve the grievance through conciliation.

Step 2

If the grievance is not settled at Step 2, it shall be submitted in writing by the Human Resources Director within ten (10) working days after the date of the conciliation meeting to the City Administrator or his/her designee. The City Administrator shall provide a written answer within fifteen (15) working days of receipt of the grievance.

Step 3

If the grievance is not settled at Step 2, either party may pursue any civil remedies available to it.

3. Failure to Comply With Time Limits

Failure of the employee/Association to comply with the time limits and other requirements set forth will serve to move the grievance to the next step. Failure of the City to comply with the time limits set forth above will allow the employee/Association to move the grievance to the next step. The time limits specified at any step may be extended by mutual agreement of the parties.

4. Release Time

All grievances shall be heard during the employees' normal workday. Association representatives may investigate and process grievances on City time. However, they shall obtain permission of their immediate supervisor before leaving their place or station of work to do so. Association representatives shall use judgment in deferring action or investigation on grievances when the progress of work is critical.

Section E - Counseling by Supervisor:

Counseling is not considered discipline for purposes of progressive discipline. Supervisors are encouraged to counsel their employees to recognize and/or improve their performance, particularly when performance or conduct drops below that which is

acceptable. Such counseling is informal and should be corrective in nature. At the supervisor's discretion, counseling sessions may be reduced to writing either on the Record of Counseling form, Work/Performance Improvement Plan, or other memorandum form. The employee should sign the document and shall be given a copy of it. A copy should also be kept in the departmental files; no other copy shall be distributed.

Documentation of a counseling session may not be used as a basis for, or considered when determining the level of disciplinary action against the employee. The only basis the documentation serves is to substantiate that the employee was acknowledged for exemplary behavior or notified of a deficiency and of corrective action needed.

When the deficiency has been corrected to the supervisor's satisfaction, the departmental copy of the Record of Counseling or memorandum shall be destroyed and the employee so notified. Any Record of Counseling or memorandum documenting a counseling session shall be considered null and void one (1) year after its date and removed from the employee's file.

Section F - Discipline

- 1. Introduction:** Disciplinary procedures, including predisciplinary hearings and access to the grievance procedure, apply only to permanent employees. Termination of a probationer on an original-entrance appointment or failure of a probationer on promotion probation shall not be considered a disciplinary action. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee or the public.

The City will continue to administer discipline in accordance with the "Just Cause" concept. Disciplinary action shall include only the following:

- Verbal reprimand
- Written reprimand
- Suspension
- Demotion for cause
- Discharge

Should the City choose to initiate the disciplinary process against any employee, such action must be initiated within thirty (30) working days from the date the City became aware of the alleged incident or the right to initiate such disciplinary action may be waived by the Human Resources Department.

- 2. Right of Appeal:** Permanent employees (completed probation) shall have the right to take up suspension and/or discharge as a grievance if probation requirements have been met. Employees who are suspended or terminated by the City of Spokane and exercise their right to appeal under the terms of the

grievance procedure shall submit their grievance at Step 2 of the Grievance Procedure with submission of the grievance to the Human Resources Director, with a copy to the appropriate department head of the suspended or terminated employee. Such grievance shall be submitted at Step 2 by the Association President within twenty (20) working days of the termination of employment unless an extension of time is agreed to by the parties.

3. **Right of Petition:** With the exception stated in Section E(1) above, any probationary employee who has not met the minimum service requirements and is discharged shall have the opportunity, upon request, for a hearing with the Human Resources Director or designated representative from the Human Resources Department. However, this decision shall not be subject to the grievance procedure. The Association representative shall have the opportunity to be present at this hearing. If the Human Resources Director or the designated representative agrees with the employee and the Association representative that an injustice has occurred, every effort will be made to provide an equitable remedy.

Section G - Predisciplinary Hearings:

1. The Human Resources Department shall be notified of any need of a predisciplinary hearing. The Human Resources Department shall arrange for the predisciplinary hearing by coordinating the date and time of the hearing with the Association President or designee and the affected department. Each hearing will be held in accordance with the current personnel policy (HR-19) as published by the City of Spokane and signed by the City Administrator, and state and federal law.
2. If a supervisor or other employee conducts an investigatory interview with an employee suspected of wrongdoing, the supervisor or other employee at the outset shall notify the employee of their right to Association representation.
3. Predisciplinary hearings shall be conducted before an employee receives a written reprimand, is suspended, demoted, or discharged for cause. Predisciplinary hearings are not required before an employee is verbally reprimanded. Predisciplinary hearings are required also if at the end of the investigation the probable disciplinary action is in doubt.
4. Any employee that is asked to submit to a predisciplinary hearing shall be advised of their right to Association representation if they so choose.
5. In any predisciplinary hearing, the employee will under no circumstances be required to testify against their interests. The nature of the hearing is such that

each employee is encouraged to answer all questions in an open and honest manner so as to provide all parties with a clear understanding of the facts.

6. Prior to the hearing, the employee and representative shall be provided any and all documentation relative to the instance(s) giving rise to the predisciplinary hearing. Copies of any counseling forms that are an outgrowth of a predisciplinary hearing will be forwarded to the Association President or designee.
7. If requested, the employee and representative shall be given a reasonable amount of time (not less than ten (10) working days) to respond to any and all allegations relative to the purpose of the hearing. The employee may respond in writing, if desired, and the predisciplinary hearing shall be recessed until the response is prepared.
8. Predisciplinary hearings shall be conducted in a manner to cause the least embarrassment to the employee, and the parties to the predisciplinary hearing shall not discuss any matters from the hearing with other employees, supervisors or management, unless they are specifically involved in the predisciplinary hearing or have information relative to the case at hand.
9. The use of predisciplinary hearings shall supersede and take precedence over any department rule, policy or procedure.
10. An employee may be placed on administrative leave with pay pending disciplinary action. Such leave will not be considered a suspension.

Section H - Retention of Records:

Disciplinary actions will be kept in the personnel files for the time period listed below:

Letters of Suspension	3 years
Letters of Reprimand	2 years

After the expiration of the retention time periods and similar incidences have not occurred, records shall be considered void. The employee may also request records that are void be returned to them.

The above time periods shall serve as a minimum standard that Management may, based on the severity of the offense, extend by a statement in the disciplinary paperwork.

When a Civil Service appeal or a contractual grievance process results in a final determination that a disciplinary action was inappropriate and is overturned or if

disciplinary action does not occur, all copies of the overturned letter of suspension or reprimand, shall be removed from City and Civil Service files and destroyed.

Section D - Confidentiality:

Any discipline issued under this article shall be a confidential matter between the City and employee, not to be discussed, posted or otherwise disseminated. Discipline is not meant to embarrass, but to correct.

ARTICLE XII – DEFERRED COMPENSATION

The City will match up to one-hundred and fifty dollars (\$150) per month to an employee's contribution to deferred compensation.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

ATTACHMENT A

WAGES

Base Pay

Wage and Compensation Study – Both parties agree that the City shall perform a wage and compensation study, and that both Parties shall bargain and carry out the plan for implementation of the results of such study during the remaining term of this collective bargaining agreement. The study will be implemented prospectively upon completion. Additional details relative to the study, including but not limited to, the consultant selected, the timeline for completion of the study, and the methodology of the compensation study and analysis shall be shared with M&P and discussed in Labor Management.

Wages:

- a. 2022 Wages: Effective the pay period that includes 01/01/2022 – five percent (5%) increase for all steps and ranges.
- b. 2023 Wages: Effective the pay period that includes 01/01/2023 – five percent (5%) increase for all steps and ranges.
- c. 2024 Wages: Effective the pay period that includes 01/01/2024 – two and three quarters percent (2.75%) increase for all steps and ranges.
- d. 2025 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2023 – August 2024 CPI-U (Seattle/Tacoma/Bellevue) and the August 2023 – August 2024 CPI-W (West B/C), subject to a minimum wage increase of two and one half percent (2.5%) and a maximum wage increase of four (4%).
- e. 2026 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2024 – August 2025 CPI-U (Seattle/Tacoma/Bellevue) and the August 2024 – August 2025 CPI-W (West B/C), subject to a minimum wage increase of one percent (1%) and a maximum wage increase of three (3%).

Longevity Pay

Longevity Pay will be paid as follows:

Years of Service	Longevity Pay
5 years	\$.10 per hour
10 years	\$.15 per hour
15 years	\$.20 per hour
20 years	\$.25 per hour
25 years	\$.30 per hour
30 years	\$.35 per hour
35 years	\$.40 per hour
40 years	\$.50 per hour

Longevity pay shall be paid bi-weekly as it is earned. Longevity pay shall be applied to all hours in a base pay status, including vacation and sick leave hours, but excluding on-call pay, and shall be included in the “regular rate” for overtime purposes.

Eligibility for longevity pay is based on the length of service with the City. Employees separating from City service will be paid longevity pay to their date of separation.

Progressive Promotions

There are some Civil Service classifications that have various class levels for similar positions. After a certain time, some entry-level positions progress to a full skill level and are generally doing the same level of work as the next higher Civil Service classification. It is the desire of the City and the Association to recognize this advancement in skill, knowledge and responsibility.

SPN 174	Assistant Procurement Specialist	SPN 175	Procurement Specialist
SPN 231	Engineer in Training	SPN 232	Associate Engineer
SPN 256	Assistant Planner I	SPN 257	Assistant Planner II
SPN 261	Assistant Urban Designer	SPN 259	Urban Designer

After completion of two (2) years in the above entry level classification an employee can promote on a qualifying basis to the above full skill level classification at the beginning of the next quarter.

For City efficiency, this does not preclude the possibility of promotion on a competitive basis when filling a normal vacancy.

Certification Promotions

Employees in the classification of Plan Examiner, with at least one (1) year of service, who obtain ICBO certification as a Plan Examiner will be eligible for a three-grade pay adjustment. The adjustment is contingent on the budget process and Civil Service verification of the certification.

ATTACHMENT B

INSURANCE

To be updated with current plan design and updates.

Medical Insurance

Permanent part-time employees who work at least twenty (20) hours per week but less than thirty (30) hours per week and who have worked for the city at least six (6) consecutive months shall have access to medical and/or dental insurance at one hundred percent (100%) employee cost plus a medical and/or dental administration fee (currently \$25/month and subject to change annually). If an employee drops coverage they are not eligible for re-enrollment until the re-enrollment period during the following calendar year. Full-time employees are eligible for medical insurance under the payment terms described below, beginning the first day of the month following 30 days of employment.

Domestic Partner coverage will be available to Association members meeting the definitions and following the affidavit procedures outlined in Spokane Municipal Code Chapter 03.09.

2017-2018

Employees will have the following medical plan options:

1. Employees who start work for the City on or after January 1, 2013, will have only City Plan IV and Group Health II as options. City contributions for City Plan IV and Group Health II will be capped at a 6% increase over the prior year's City contributions. If the total cost of medical benefits increases by less than 6% over the prior year, the difference will be contributed in a one-time payment to employees' deferred compensation accounts (employees must be enrolled in City Plan IV or Group Health II and participating in deferred compensation to receive this contribution).
2. Employees who started work on or before December 31, 2012, will continue to have City Plan III and Group Health I as options, in addition to City Plan IV and Group Health II. City contributions for City Plan III and Group Health I will be capped at a 4% increase over the prior year's City contributions. If the total cost of medical benefits increases by less than 4% over the prior year, the difference will be contributed in a one-time payment to employees' deferred compensation accounts (employees must be enrolled in City Plan III or Group Health I and participating in deferred compensation to receive this contribution).

2019

Employees will have the following medical plan options:

1. All employees will have only City Plan VII (Prime Network) and Kaiser/Group Health

Plan V as options. The Association will determine the premium re-alignment. The premium re-alignment will result in no net impact on the total City contribution, per confirmation by the Broker.

2020-2021

1. City contributions for City Plan VII and Kaiser/Group Health Plan V will be capped at a 6% increase over the prior year's City contributions.
2. If total medical costs are projected to increase by more than 10% in 2020 or future years, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the Association membership does not ratify the changes, the members will pay any increase over the City cap to contributions.

Health Risk Assessment

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year's monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2017, will be charged the monthly fee January – December 2018.

Health Risk Assessments for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

Retirees' Medical Insurance

Effective January 1, 2018, retirees will have the option of City Plan I and a Kaiser Permanente Retiree plan. The City will blend retirees and active employees to determine rates for the retiree medical plans.

Association retirees who are on the retiree medical plans will no longer receive the subsidy after the existing fund is depleted.

Dental Insurance

Employee pays \$5.00 of Dental premium per month.

Employees will participate in the Washington Dental Service Preferred Provider Option (PPO) plan, keeping the current level of coverage at \$1,500 per year.

Life Insurance

The City will provide employee life insurance coverage equal to one and one-half times the employee's annual salary to a maximum of \$150,000. The City will provide \$7,500 life insurance for spouses and \$3,000 for dependent children.

Long- Term Disability Insurance

The City will provide long-term disability insurance for employees.

APPENDIX A
City of Spokane
Managerial & Professional Association
Managerial – B Job Classifications

<u>TITLE</u>	<u>S.P.N. CODE</u>
ACCOUNTANT I.....	110
ACCOUNTANT II.....	111
ADMINISTRATIVE SPECIALIST	025
ASSISTANT COURT ADMINISTRATOR	120
ASSISTANT PARKS & RECREATION DEPARTMENT MANAGER	066
ASSISTANT PLANNER I	256
ASSISTANT PLANNER II	257
ASSISTANT PROCUREMENT SPECIALIST	174
ASSISTANT URBAN DESIGNER	261
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ASSOCIATE PLANNER.....	258
ASSOCIATE TRAFFIC ENGINEER.....	252
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CLAIMS ADMINISTRATOR	059
COMMUNITY COURT COORDINATOR	958
COMMUNITY PROGRAMS COORDINATOR.....	058
COMMUNITY RISK REDUCTION MANAGER.....	038
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COMPUTER OPERATIONS MANAGER.....	138
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CREDIT AND COLLECTIONS MANAGER.....	455
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DEPUTY BUILDING OFFICIAL.....	333
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FIRE PROTECTION ENGINEER.....	334
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SIGNATURE PAGE

DATED THIS ____ DAY OF _____, 2022.

CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
City Administrator

Terri Pfister
City Clerk

Tonya Wallace
Director, Finance and Administration

Approved as to Form:

Lynden Smithson
City Attorney

CITY OF SPOKANE MANAGERIAL AND PROFESSIONAL ASSOCIATION:

Samantha Johnson
President

Jon Klapp
Vice President

Committee Agenda Sheet

PIES

Submitting Department	Police Department and Human Resources
Contact Name & Phone	Mike Piccolo (509)625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Collective Bargaining Agreement Between the City of Spokane and Spokane Police Lieutenants and Captains Association - 2022
Summary (Background)	<p>The City and the Lieutenants and Captains Association have an existing collective bargaining agreement (CBA), which expired in December of 2021. The parties have negotiated a continuance of that CBA for 2022 with only a few modifications, including:</p> <p>1) Identical provision from the Police Guild CBA regarding how the OPO may public closing reports at the end of any mediation and</p> <p>2) 5.5% wage increase for 2022 effective to Jan. 1, 2022, which is the same wage increase for the Police Guild.</p>
Proposed Council Action & Date:	Approval of Lt. and Cpt. Association CBA at the November 7, 2022 City Council meeting.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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

AGREEMENT

BETWEEN

CITY OF SPOKANE

AND

**SPOKANE POLICE
LIEUTENANTS AND CAPTAINS
ASSOCIATION**

2022

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AGREEMENT
between
CITY OF SPOKANE
and
SPOKANE POLICE LIEUTENANTS AND CAPTAINS ASSOCIATION
2022

PREAMBLE

This agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City, and the Spokane Police Lieutenants and Captains Association, hereinafter referred to as the Association, has as its purpose the promoting of harmonious relations between the City and the Association and the establishment of an equitable and peaceful procedure for the resolution of differences, in the public interest.

PRODUCTIVITY

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

EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at that time they negotiated and signed this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the negotiating committee for the Association and the City shall conduct regular labor-management meetings for the purpose of resolving problems that may arise. Meetings may be conducted quarterly, but they may be scheduled more often by mutual agreement.

ARTICLE 1 – RECOGNITION

Section A

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Spokane Police Lieutenants and Captains. The City recognizes that bargaining unit members of the Association may, at their discretion, become members of the Association. The City shall provide the Association the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, the employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the City shall provide the Association with a roster of employees covered by this Agreement.

Section B

The Association recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department administration unless otherwise provided through the terms of the Agreement. Management's right to hire, promote, demote, reclassify, temporarily lay off, suspend, or otherwise discipline employees for just cause as covered by current or those hereafter adopted Rules and Regulations of Civil Service is recognized. In addition, Management has the right to assign work and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

ARTICLE 2– CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be effective as of the first pay period of 2022, and shall remain in full force and effect until the end of the last pay period in 2022.

This Agreement shall remain in full force and be effective after its expiration during the period of negotiations for a successor agreement or until such time as a party hereto cancels this Agreement following thirty (30) days' written notice.

ARTICLE 3 – NEGOTIATIONS

Either party of this Agreement may select for itself such negotiator or negotiators as they deem necessary.

ARTICLE 4 – CHECKOFF

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

ARTICLE 5 – SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by the agreed upon grievance procedure provided that such grievance and dispute is not covered by Civil Service Rule No. 11.

ARTICLE 6 – GRIEVANCE PROCEDURE – PERMANENT UMPIRE

Section A – Grievance Procedure Steps

1. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Association representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing the complaint directly with his/her supervisor or department head without representation by the Association as provided by State Law.
2. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee should attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1. A grievance may be presented to the Police Chief or designee by an Association Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

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

d. A statement of the relief desired.

Step 2. The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3. If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by an Association Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4. The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one (21) day period, the grievance may be advanced to Step 5 within twenty-one (21) days of the Step 3 response or, if not received in the allotted time period, the date the response was due.

Step 5. If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter shall be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B – Arbitration

1. For all grievances not subject to RCW 41.58.070, the parties shall attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator within ten (10) days, the arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070. The arbitrator shall make his/her own rules for procedure. The arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the arbitrator.

3. The City and the Association shall bear the expense of the arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration Award thereby requiring the Association to seek judicial enforcement or appeals the same into the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.
5. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing and the scheduled receipt of any post-hearing briefs.

Section C – Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in the favor of the Association's last requested remedy. If the Aggrieved/Association fails to comply with any of the above time limits, the grievance is dropped and the City's position is sustained. While the forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation.

There shall be no interruption of work while grievances are being resolved.

ARTICLE 7 – CITY SECURITY

Section A

The Association agrees that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management, or any slow down or other interruption of or interference with the normal work routine.

Section B

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

Section C

Violation of any of the provisions of this article by any Lieutenant or Captain shall be cause for the immediate discharge of that officer. No Lieutenant or Captain shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the Association President shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provision of this Article.

Section E

The City agrees that there shall be no lockout of Police Lieutenants and Captains under any circumstances.

Section F

The Association agrees to accept the language of the Fatal Incident Protocol as agreed to by the Guild and the City with no effects bargaining for the Association. Consistent with the City's Settlement Agreement with the Guild regarding the Fatal Incident Protocol, the City will pay the full premium for the PORAC Legal Defense Fund (currently \$4 per member per month) for every member of the Association. This is the City's sole obligation with regard to the insurance, and Association members are fully responsible for any co-pays, deductibles and any other related fees.

ARTICLE 8 – HOLIDAYS

Section A – Holidays

The following holidays shall be recognized by permanent employees on the date established by the City for that holiday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. Five Floating Holidays (40 hours)
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The date of the above holidays will be in accordance with the Washington State Law for holidays.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Chief of Police or designee within policy established for these holidays.

Section B – Holiday Pay

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work, provided the employee is not on an authorized leave of absence without pay or on sick leave.

Unless scheduled to work on a Saturday or Sunday, holidays that fall on a weekend will be observed as follows: Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Patrol Lieutenants shall observe all holidays on the date they occur.

If an employee works on any of the holidays listed above, he/she shall be paid one and one-half (1½) times for all hours worked (in addition to his/her holiday pay).

If the designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours' pay for the holiday.

Compensatory time may be taken on an hour-for-hour basis in lieu of pay at the discretion of the employee.

ARTICLE 9 – HOURS OF WORK

Section A. Work Schedules

Employees covered by this Agreement shall have a workweek of five (5) days consisting of eight (8) consecutive hours of work, shifts up to ten (10) hours for four (4) days, or shifts consisting of a 9/80 or a 10/40 schedule. Work shifts for Lieutenants and Captains will be negotiated between the Association and the Office of the Chief. A paid lunch period shall not exceed forty-five (45) minutes. During this lunch period the employee shall be available in case of emergency.

ARTICLE 10 – OVERTIME

Section A

1. **Lieutenants Scheduled Overtime.** If a Lieutenant is required to return to duty and receives a minimum of forty-eight (48) hours' notice for work outside the regular scheduled shifts to attend activities such as meetings,

community events, appear in court, etc., he/she will be compensated in pay at time and one-half (1½) the hourly rate of pay for all hours devoted to the assignment outside of the employee's regular tour of duty with a minimum of two (2) hours' pay. At such time as the overtime overlaps the regular tour of duty, the employee will be paid at the balance of the regular work shift at the appropriate rate.

2. **Lieutenants Unscheduled Overtime.** Under these provisions, if a Lieutenant is required to return to duty and if the forty-eight (48) hour notice is not possible, the employee will receive a minimum of four (4) hours of pay at the time and one-half (1½) rate. For those hours worked over four (4), the Lieutenant will be paid at the employee's time and one-half (1½) rate.
3. **Captains Overtime.** Captains are exempt employees under the Fair Labor Standards Act and therefore expected to flex their work schedules in order to meet the demands of the workplace and will not receive overtime pay.
4. **Critical Incident Premium Pay.** When called to the scene of a critical incident that requires Command and Control responsibilities, between the hours of 10:00 p.m. and 6:00 a.m., and any time on a Saturday, Sunday, or holiday, Captains will receive critical incident premium pay, to be paid at one and one-half (1½) times the hourly rate. Compensatory time may be granted on an hour-for-hour basis in lieu of the critical incident premium pay.
5. **Shift Premium.** When a Lieutenant is assigned to the third or fourth shift, the City agrees to pay an additional 1.5% of base monthly pay for as long as the Lieutenant is on the shift.

Section B

1. **Early Reporting or Holdover Time.** Any Lieutenant who is assigned work either prior to his/her regular shift or at the end of his/her shift shall be paid at the rate of time and one-half (1½) for those hours worked.
2. **Overtime Computation.** All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.
3. **Compensatory Time.** When a Lieutenant requests compensatory time and it is approved by the Chief of Police or designee, it will be granted at time and one-half (1½) for each hour worked.
4. **Temporary Schedule Adjustment.** With forty-eight (48) hours notice, Lieutenants that are not assigned as Patrol Shift Commanders may be required to temporarily adjust their work shift by up to two (2) hours.

5. **Mutual Schedule Adjustment.** An employee or the Employer may request a mutual schedule adjustment. The mutual schedule adjustment may include the adjusting of a workday within the regularly scheduled workweek or the starting and ending time of a regularly scheduled shift. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Section C

All overtime submitted for compensation other than that specified in the above sections shall be determined by the Chief of Police or designee.

Section D

1. The Spokane Police Department (Department) and the Association agree that all Association members will be permitted to work extra duty employment, as regulated and defined by Spokane Municipal Code 03.10.020.
2. **PAY:** Extra duty pay rate for Association members who will work in extra duty employment is the same pay rate as that extra duty pay rate offered presently to the Guild members. The pay rate for an extra duty supervisor and an officer working alone in an extra duty job is defined in the present contract between the Guild and the City.
3. **FLSA:** Extra duty hours and pay are not considered hours worked for purposes of calculating Fair Labor and Standard Act hours.

Section E – Command Call-up

Police Captains shall, as part of their command responsibility, join other chief officers of the department as part of the call-up system, which ensures senior command presence at the scene of significant police incidents. Captains who are on call as Duty Staff Officers (DSO) shall be paid a flat \$1,000.00 per week only for those weeks in which they are on call as DSO. If required, Section A (4) above also applies.

Section F

1. **Standby.** Any Lieutenant required by the Chief to remain on standby shall be compensated one hour's pay for each ten and one-half (10½) hours of standby at the regular rate of pay. If a callback occurs during any period, the callback pay will prevail and the employee will not be paid the standby pay for that period. Payment of callback pay during any designated standby period would not affect the standby pay for the other periods of standby.
2. **Callback Pay.** Any Lieutenant called to work outside of his/her regularly scheduled shift shall be paid at the rate of time and one-half (1½) for a minimum of four (4) hours. If the callback time work assignment and the employee's regular shift overlap, the employee shall be paid the callback rate of time and one-half (1½) until the start of his/her regular work shift.

ARTICLE 11 – WAGES

Wages shall be negotiated as set forth under the paragraph entitled “Negotiations.”

The approved wage schedule shall then be made a part of this Agreement and marked “Appendix A.”

ARTICLE 12 – LEAVES

Section A – Annual Leave

All members of the Association shall be entitled to the following paid annual leave:

At the completion of 1 year through 5 years	148 hours
At the completion of 5 years through 11 years	188 hours
At the beginning of 12 years through 18 years	228 hours
At the beginning of the 19 th year and over	268 hours

On December 31 of any year, the City may reduce each of these annual leave rates by 52 hours by permanently increasing all pay steps by an equivalent amount.

Workload requirements and continuity of service shall be the compelling factors in scheduling annual leave. Whenever possible, the time off for annual leave requested by the employee shall be granted. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater amount of department seniority shall be given first choice of annual leave.

Employees covered by this Agreement may defer a portion of their vacation allowance. Total vacation accrual shall not exceed forty (40) hours plus two (2) times their annual vacation accrual.

Should an employee be on authorized annual leave when a holiday occurs, such holiday shall not be charged against annual leave.

Section B – Annual Leave Cash-out

On November 1st of each year, members may elect to cash out up to a maximum of ninety-six (96) hours of accrued compensatory time and/or annual leave time. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Members who elect to cash out annual leave may contribute some or all of their annual leave cash-out to their deferred compensation accounts.

Upon retirement of an Association member, the City will buy back that member's accrued annual leave, up to the maximum accrual amount. The maximum annual leave accrual is forty (40) hours plus two (2) times the annual vacation accrual.

Section C – Personal Leave

Each employee will be granted forty (40) hours of personal leave per year on January 1. Personal leave days must be used during the year granted. The intended use of this time is for personal or professional development of the employee. Use of personal leave is at the discretion of the Chief of Police or designee.

Employees who become eligible for personal leave on or after January 1 (by hire or promotion into an Association-covered position) will be granted personal leave during the first year as follows:

Eligible between January 1 and January 15	40 hours
Eligible between January 16 and March 31	30 hours
Eligible between April 1 and June 30	20 hours
Eligible between July 1 and September 30	10 hours
Eligible after September 30	0 hours

If an employee begins an OOG Lieutenant assignment and is subsequently promoted to Lieutenant within the same calendar year, payroll will provide personal leave hours to the date the OOG assignment began. If the OOG assignment began in the prior calendar year, payroll will provide personal leave hours beginning January 1st of the current calendar year, as personal leave cannot be carried forward. The employee would not be eligible to use the personal leave hours until the date of his/her promotion to a position represented by the Association.

ARTICLE 13 – UNIFORMS

Uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two (2) calendar week period (noncumulative) per officer. Plainclothes employees may substitute eight (8) items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two (2) calendar weeks per officer will be at the expense of the employee. Casual sportswear such as polo shirts and cotton twill pants are not covered under this agreement.

ARTICLE 14 – SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. If additional items of uniforms are required, they will be provided by the City. These special items shall remain the property of the City.

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

ARTICLE 15 – REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

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

ARTICLE 16 – LEAVE OF ABSENCE

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

Section A – Paid Leaves – Family Emergency and Death Leave

In the event of a serious sickness or death in the family of any employee, spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandchildren, the employee may on request be granted up to three (3) days' leave of absence with full pay to make household adjustments, arrange for medical services or to attend funeral services. If a question arises concerning the granting of time off, the President of the Association and the Chief of Police shall discuss the matter. If no satisfactory solution is reached, the facts shall be

referred to the Human Resources Director for a final decision. The employee shall be required to furnish evidence supporting the need for use of paid leave if the Chief of Police should request such verification.

Section B – Family Leave

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

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

Section C – Washington State Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total sixth-tenths of one percent (.6%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the premium, retroactive to January 1, 2022. The City will maintain the status quo of paying the total premium set by the State.

Section D – Application for Leave

Any other request for a leave of absence shall be submitted in writing to the employee's immediate supervisor. The request shall clearly state the reasons for the leave and the length of time being requested. The employee's supervisor shall consider the employee's request and will either respond in writing or refer the request to the Chief of Police. In any event, the employee shall receive a written response to the request within ten (10) working days from either the supervisor, Chief of Police, or Human Resources Director depending upon the authorization required for such leave.

Section E – Natural Disaster Leave

In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days' leave of absence with full pay to make household adjustments or to make temporary

arrangements to solve the problem. If any questions arise, the President of the Association and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section F – Illness Leave

1. **Accrual.** Cumulative illness leave with pay shall accrue to each new officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in pay status for eighty (80) percent or more of the hours in that pay period.
2. **Duplication of Illness Leave and Industrial Insurance.** When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Human Resources Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
3. **Illness Leave Buy Back.** Employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of 60%, for a maximum possible buy back of 576 hours (60% of 960 hours). If possible, all such amounts will be placed into a tax deferred account.
4. For purposes of this Section, employees retiring from service shall be defined as either those members who voluntarily leave employment after reaching the age of fifty (50) and with a minimum of twenty (20) years of service with the Spokane Police Department or those members who voluntarily leave employment after reaching the age of fifty-three (53) and have completed a minimum of five (5) years of service with the Spokane Police Department.

Section G – Disability Leave

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his/her Worker Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Worker's Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a "conditional" basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining unused portion of the original six (6) months.

Section H – Care for Minor Children

Employees may use previously accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II Members may use previously accrued sick leave in addition to other leaves available. Employees may be required to provide documentation from a physician that the child has a health condition that requires treatment or supervision.

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

ARTICLE 17 – GENERAL PROVISIONS

Section A – Pledge Against Discrimination and Coercion

All references of employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City or any employer representative against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, provided that such activity does not interfere with the normal operation of the department.

The Association recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Association without discrimination, interference, restraint, or coercion. The Association agrees that there shall be no coercion, either directly or indirectly, to cause any employee to become a member of the Association.

Section B – Association Bulletin Boards

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Association.

Section C – Association Activities on City's Time and Premises

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

1. Post Association notices and distribute Association literature.
2. Attend meetings with the approval of the department head when not hindering normal operations.
3. Transmit communications, authorized by the local Association or its officers, to the City or its representative.
4. Consult with the City, its representatives, local Association officers, or other Association representatives concerning the enforcement of this Agreement.
5. Association members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the employee's regularly scheduled duty hours.

Section D – Association Business – Paid Leaves

Upon the approval of the Chief of Police, two (2) Association officials shall be allowed the required time without loss of pay to attend official conferences, legislative conventions, and state or national conferences, not to exceed five (5) days for each official for each conference or convention. No Association member shall be allowed to change his/her regularly scheduled days off in order to facilitate attendance at any Association or Union meeting.

Section E – Association Business – Other

All Association meetings and the conduct of Association business shall be done during off-duty hours unless advance approval has been granted by the Chief of Police or his/her designated representative.

Section F – Seniority

1. **Department Seniority.** The total length of unbroken service within the Spokane Police Department
2. **Job Classification Seniority.** Based on the date of appointment to that classification.

When an employee works Out-Of-Grade (OOG) in a classification (Lieutenant or Captain) and subsequently receives a permanent promotion to the same classification, the date in classification will be back-dated to the date their OOG assignment began. For example, if they began working OOG on November 12, 2019 and received a permanent promotion to the classification on January 31, 2020, their date in classification would be effective November 12, 2019. Additionally, the employee's seniority in the classification is tied

to the date the OOG assignment began. The employee's OOG assignment and permanent promotion must be consecutive. If there is a break between the OOG assignment and permanent promotion, the promotion and date in classification would be effective the date of the actual classification promotion.

Section G –Duplication of Benefits

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

Section H –Light Duty

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

1. The employee shall provide the Chief of Police with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty and until the employee is released by a physician for full duty.
4. The Chief of Police shall have the right to have independent medical examinations of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment.

This provision shall apply only to temporarily disabled employees. The parties will be bound by state, federal, and other applicable laws and/or regulations with respect to permanently disabled employees.

ARTICLE 18 – INSURANCE

Section A – False Arrest and Liability Coverage

The City agrees to continue coverage for liability and false arrest for the life of this Agreement.

Section B – Family Dental

The City agrees to provide the current Family Dental Insurance plan at no cost to the employee, including orthodontia at a fifty (50) percent benefit level. The Association agrees to participate in the PPO Dental Plan.

Section C – Family Medical

Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City-sponsored plan for non-duty related medical care.

Effective January 1, 2015, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will be \$135/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

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

Section D – Retiree Medical

The Association has agreed to work with the City on redesigning the current medical plans and retirees' medical plan. The Association has indicated that it would work towards development of a retirees' plan similar to the current City Plan III with the costs assumed in total by the retiree. The Association would like to further develop the existing plan where contributions are made by existing employees prior to retirement to help offset the costs. The Association has also requested that employees who have retired since January 2002 will be allowed to access the retirees' plan regardless of their current plan which was chosen at the time of their retirement. The parties have agreed that they will work in concert during 2004 with a desirable target of 2005 to have the retirees' plan in place.

Section E – Dependent Life Insurance

The City agrees to provide dependent life insurance of \$6,000 for spouse and \$2,000 for children for the life of this Agreement.

Section F – Employee Life Insurance

The City agrees to provide life insurance coverage of \$50,000 for Police Lieutenants and Captains during the life of this Agreement.

Section G – Health Plan Redesign

The Association will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a re-opener on employee benefits or as evidence that the guild agrees to change any health care provision of this agreement by their participation.

Section H – Employee Physicals

Employee annual physicals shall be covered by the City under the employees selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 19 – TUITION REIMBURSEMENT

The City agrees to reimburse the employee for one hundred (100) percent of the tuition fee for any approved job-related course upon satisfactory completion of the said course up to the comparable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the department head and the Human Resources Director before the course is taken. The cost for books, laboratory fees, and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after the date of signing this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

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

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

ARTICLE 20 – SALARY COMPUTATIONS

Section A – Regular Hourly Rate

A regular hourly rate is established for each job classification.

Section B – Pay Periods

Pay periods shall be established on a bi-weekly basis. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the number of hours actually worked. Paychecks shall be issued on alternate Fridays.

Section C – Compensatory Time

When the employee selects compensatory time off, the employee and the authorized supervisor shall mutually agree when the compensatory time off is to be taken. Whenever work schedules permit, the date preferred by the employee shall be granted. Whenever possible, the compensatory time shall be taken within sixty (60) days of the date earned.

Association members shall be allowed to accrue up to a maximum of eighty (80) hours of compensatory time. Compensatory time shall be recorded on the employee's time card. Accrued compensatory time shall be reflected in the computer printouts and on the employee's paycheck stub.

ARTICLE 21 – PROPOSED SUPPLEMENTAL AGREEMENTS

This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this section.

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Association and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions.

ARTICLE 22 – DEFERRED COMPENSATION

The City agrees to make a qualified deferred compensation plan available to Association-represented members. The City shall contribute 1% of each employee's base pay including longevity, regardless of whether that employee makes his/her own contribution. Employee's may also make contributions to their accounts. The City agrees to match each employee's contribution up to three and one-half (3.5) percent of Lieutenants' and three (3.0) percent of Captains' base wage rate (including longevity for both). Matching contributions will be made on a bi-weekly basis.

ARTICLE 23 – CIVIL SERVICE

Section A – Captain Testing

1. The classification of Police Captain shall be governed by the same certification and appointment procedures outlined in Civil Service Rule V, Section 5 for Senior Administrative Assistants (i.e., Rule of the List).
2. Promotion to Police Captain shall require two years of experience as a Lieutenant in the Spokane Police Department.
3. The Police Captain eligibility list shall be created based on a Training and Experience evaluation rather than a written test.

Section B – Lieutenant Testing

A Rule of Three shall be established for each promotion to Lieutenant. From the three candidates highest on the Civil Service eligibility list, the Chief of Police shall select the one that the Chief determines is best qualified for the position of Lieutenant. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection. In the event of conflict between this Rule of Three and Civil Service Rules, this Rule of Three shall control. The Rule of Three shall apply as of March 13, 2013. This Rule is not subject to any trial period or sunset clause and shall remain a permanent practice unless and until the parties mutually agree otherwise.

Section C – Police Division

For purposes of applying Civil Service Rules and this Agreement to Association members, the Police Division shall be considered one Department.

ARTICLE 24 – SALARY SAVINGS PLAN

The parties agree to adopt the Spokane Police Lieutenants and Captains Association Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Eligibility	Monthly Payment	Duration
	20 years of service	\$500	8 years (96 months)

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

B. Limits and Deadlines

	2014	Subsequent years (if offered)
Number eligible	2	2
Time to apply for the incentive	by November 30, 2014	October 1 to October 31
Time to retire	by April 1, 2015	January 1 to June 30

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

If the City receives applications from more than two employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

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

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

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

D. COLA

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

E. Discontinuance of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following the first quarter 2015 retirements.

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

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

ARTICLE 25 – CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Association acknowledge that on January 8, 2015 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

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

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

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

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

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

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

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

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the

initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

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

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

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

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Association, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all

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

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

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

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services.

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

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

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

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

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

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

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

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

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

copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

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

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

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

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

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

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation

may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

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

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

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

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

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

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

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

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

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

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not

make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the A's right to require the City to engage in collective bargaining as authorized by law.

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

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

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Association as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Association may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Associations' request for Expedited Arbitration and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

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

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

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

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Association as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Association may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Association's request for Expedited Arbitration, and issue a bench decision.

The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

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

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

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

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

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

ARTICLE 26 – MANAGEMENT RIGHTS

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

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

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.
5. To take whatever actions may be necessary to carry out police functions in emergency situations.
6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.
7. To maintain efficiency of government operations entrusted to management.
8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.
9. To lay off employees in accordance with current Civil Service Rules.

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

ARTICLE 27 – POLICE OFFICER RIGHTS IN DISCIPLINE

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

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Association representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.
4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Association representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as an Association representative is given the opportunity to participate in the call.

6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Association Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.
12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Association prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Association President and the Chief.

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

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

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

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

ARTICLE 28 – SAVINGS CLAUSE

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

APPENDIX A
City of Spokane
Police Lieutenants and Captains

Wages

Lieutenant wages will be set at 20% above Sergeant base salary, to include corresponding longevity levels but not education pay.

Captain wages will be set at 18% above Lieutenant base salary, to include corresponding longevity levels but not education pay.

(The 2022 5.5% wage increase received by the Spokane Police Guild will be effective the pay period that includes January 1, 2022, and will be factored into the above percentages).

Longevity

Longevity adjustments shall be made at the beginning of the defined years of service. Beginning in 2007 an additional 2% longevity will be added for Lieutenants and Captains with thirty-five (35) or more years of commissioned employment with the Spokane Police Department and an additional 2% for every five (5) years of service over thirty-five (35) years.

ATTACHMENT “A”

1. Life Insurance – See Article XIX.
2. Retirement Benefits – Retirement benefits for Police Officers hired after September 30, 1977, shall be in compliance with Washington State Law enacted by the Legislature of Washington in 1977 or hereafter amended.
3. Long-Term Disability Insurance – The City will provide long-term disability insurance for Association employees through 2006.
4. VEBA: Effective upon ratification, the City will contribute one hundred and seventy-five (\$175.00) dollars per month to each bargaining unit member’s VEBA account.

Dated this ____ day of _____, 2022.

FOR THE CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
City Administrator

Craig Meidl
Police Chief

Justin Lundgren
Assistant Police Chief

Michael Piccolo
Interim Human Resources Director

FOR THE LIEUTENANTS & CAPTAINS ASSOCIATION:

Dave Singley
President

Vice President

APPROVED AS TO FORM:

ATTEST:

Lynden Smithson
Interim City Attorney

Terri Pfister
City Clerk

RESOLUTION NO. 2022-_____

A resolution affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

WHEREAS, Spokane and Eastern Washington have come to depend on the life-enhancing services and purposes dams provide such as:

- (1) Ample amounts of inexpensive, fresh water – dams help recharge the aquifer by increasing water pressure through the created reservoirs up river, creating an abundant supply of water resulting in inexpensive water for drinking and other purposes
- (2) Reliable source of irrigation water – farmers depend on Long Lake Dam
- (3) Electrical Generation – Over 50% of electricity provided to the citizens of Spokane is generated through hydropower.
- (4) Flood Control – Without the Spokane river dam system, Spokane would flood most years in the spring.
- (5) Water Storage – Without the Spokane river dam system, there would be hardly any river flow through the summer.
- (6) Navigation and Transportation – barging wheat
- (7) Recreation – Lake Spokane (Long Lake) is created by the Long Lake Dam (Nine-Mile Dam) and Lake Roosevelt is created by the Grand Coulee Dam. Without those dams and others, we wouldn't have recreation like fishing, boating, paddleboarding, kayaking, birdwatching, and others summers because the water wouldn't be here the way we know it today.

WHEREAS, President Biden, Senator Patty Murray, Governor Jay Inslee have spoken in favor of potentially removing Eastern Washington dams; and

WHEREAS, estimates for destruction and replacement of the dams and their services range from \$11-77 Billion dollars with a congressional plan that costs \$33 Billion dollars; and

WHEREAS, the destruction or dismantling of Eastern Washington Dams would have irreversible effects on the life, health and prosperity of Eastern Washington residents;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane recognizes in the irreplaceable uses and functions of Eastern Washington dams, including the Upriver Dam in Spokane, and how our citizens have come to depend on them for essential services for life; and

BE IT ALSO RESOLVED that the City of Spokane discourages any plan or legislation that would promote the removal of Eastern Washington dams in thought or action; and

BE IT ALSO RESOLVED that the City of Spokane recognizes that dams and fish coexist and encourages the continued effort to protect salmon and other fish species by investments in fish ladders, safer turbines, and other reasonable measures.

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	City Legal
Contact Name & Phone	Lauren Beattie 509.625.6239
Contact Email	lbeattie@spokanecity.org
Council Sponsor(s)	Council President Beggs & Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10</u>
Agenda Item Name	SMC 3.10.070 and SMC 3.12.010 Revision
Summary (Background)	The City of Spokane has negotiated to contract for services with Spokane Regional Emergency Communications. The dispatch center operated by Spokane Fire Department has suffered from understaffing and an inability to recruit new hires. The City of Spokane has determined to cease Fire Dispatch. SMC subsections 3.10.070 and 3.12.010 dictate that only City of Spokane employees may receive, and dispatch emergency calls for Fire and Police. The City of Spokane seeks to revise the listed ordinance to allow processing of dispatch calls by outside agencies.
Proposed Council Action & Date:	Filed for Council Consideration on 10/24
Fiscal Impact: N/A	
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	

ORDINANCE NO. C-_____

An ordinance relating to Fire and Police dispatch service personnel; amending SMC sections 3.10.070 and 3.12.010 and declaring an emergency.

WHEREAS, the City of Spokane may contract with Spokane Regional Emergency Communication (“SREC”) for partial or full emergency dispatch services; and

WHEREAS, currently there are two provisions in the Spokane Municipal Code, one relevant to fire and one relevant to police, that require only City employees dispatch fire and police personnel; and

WHEREAS, the partial or full consolidation with SREC would result in non-City employees dispatching Spokane emergency personnel contrary to the existing provisions in the municipal code; and

WHEREAS, amending these provisions removes the impediment to fire and police dispatch services being provided by SREC staff.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.10.070 of the Spokane Municipal Code is amended to read as follows:

Section 03.10.070 Spokane Police Radio Dispatch

- A. The City of Spokane recognizes individuals providing dispatch services to the Spokane Police Department as first responders who are responsible for interrogating, triaging, and providing instruction during emergencies and identifying and directing resources to an incident location to prevent loss of life and property and ensure public safety. Individuals providing dispatch services to the Spokane Police Department conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls.
- B. Any individual providing dispatch services to Spokane Police Department employees shall, at a minimum, complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol within twelve (12) months of being hired to provide to dispatch services.

- C. At a minimum, any organization using non-City of Spokane employees must have at least two governing board members appointed by the City of Spokane- one appointed by the Mayor and one appointed by the City Council. In addition, the organization must provide upon request audio recordings of all calls and dispatch transmissions to City of Spokane as long as requests are made within thirty days of the date of the original recording. In addition, the organization must provide monthly performance statistics regarding time to pick up original call, transfer to dispatch and dispatch of units.

~~((C. Dispatch services to Spokane Police Department officers and civilian employees shall only be performed by employees of the City of Spokane except in circumstances specified in mutual aid or automatic aid agreements, interlocal agreements or in instances when Spokane Police Department officers or civilian employees are traveling or operating outside the city limits.))~~

Section 2. That section 03.12.010 of the Spokane Municipal Code is amended to read as follows:

Section 03.12.010 Fire Dispatchers

- A. The City of Spokane recognizes individuals providing dispatch services to the Spokane Fire Department as first responders who are responsible for interrogating, triaging, and providing instruction during medical emergencies and identifying and directing an emergency response unit to an incident location to prevent loss of life and property, ensure public safety, and respond to medical emergencies.

- B. At a minimum, any organization using non-City of Spokane employees must have at least two governing board members appointed by the City of Spokane - one appointed by the Mayor and one appointed by the City Council. In addition, the organization must provide upon request audio recordings of all calls and dispatch transmissions to City of Spokane as long as requests are made within thirty days of the date of the original recording. In addition, the organization must provide monthly performance statistics regarding time to pick up original call, transfer to dispatch and dispatch of units.

~~((B. Dispatch services to Spokane Fire Department firefighters and civilian employees shall only be performed by employees of the City of Spokane except in circumstances specified in mutual aid or automatic aid agreements, interlocal agreements or in instances when Spokane Fire Department firefighters or civilian employees are traveling or operating outside the city limits.))~~

Section 3. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government

and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability

Submitting Department	Spokane Police Department
Contact Name & Phone	Asst. Chief Lundgren
Contact Email	jclundgren@spokanepolice.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Police SBO for eight (8) Police Radio Dispatcher I FTE positions
Summary (Background)	<p>Spokane Regional Emergency Communication leadership advised the City of Spokane that they were no longer able to provide 911 call screening services to the Spokane Police Department beginning November 1st, 2022. This decision requires that SPD create a secondary PSAP to take on this additional work.</p> <p>SPD is requesting an additional eight (8) Police Radio Dispatcher I FTE positions for immediate hire in 2022. A staffing study is currently underway, and a comprehensive staffing request will be forthcoming in 2023. The long-term staffing plan will also include an add-to-pay for multi-lingual dispatchers to support members of our community who speak Spanish, Russian, Pashto, Dari, and other languages. The long-term staffing plan will also provide mental health counselors within the dispatch team to provide resources to those experiencing a mental health crisis at the time of the 911 emergency call.</p> <p>Currently, eight (8) Fire dispatch personnel are in the process of separating from the City and it is the intent of the SPD to recruit these personnel and keep those interested, employed with the City. Recruiting eight (8) personnel is not adequate staffing long-term, but will alleviate workload on current SPD dispatchers to reduce risk of burnout and the inability of the City to adequately dispatch law enforcement calls.</p> <p>Spokane Police 911 calls constitute approximately 54% of all emergency calls placed to 911 countywide. Over the past four years, SPD has received an average of approximately 18 911 calls per hour (including 2.5 domestic violence-related calls for service) with peak call volumes in excess of 80 calls per hour. Additional staffing will be required to perform call screening duties along with the current dispatch duties.</p>

Figure 1: Average Calls for Service (CFS) by call priority for Police-related calls in the City of Spokane. Data averaged from January 1st, 2019, through October 10th, 2022. Average volumes range from 11.67 CFS/hour at 5 am to 24.02 CFS/hour at 8 pm.

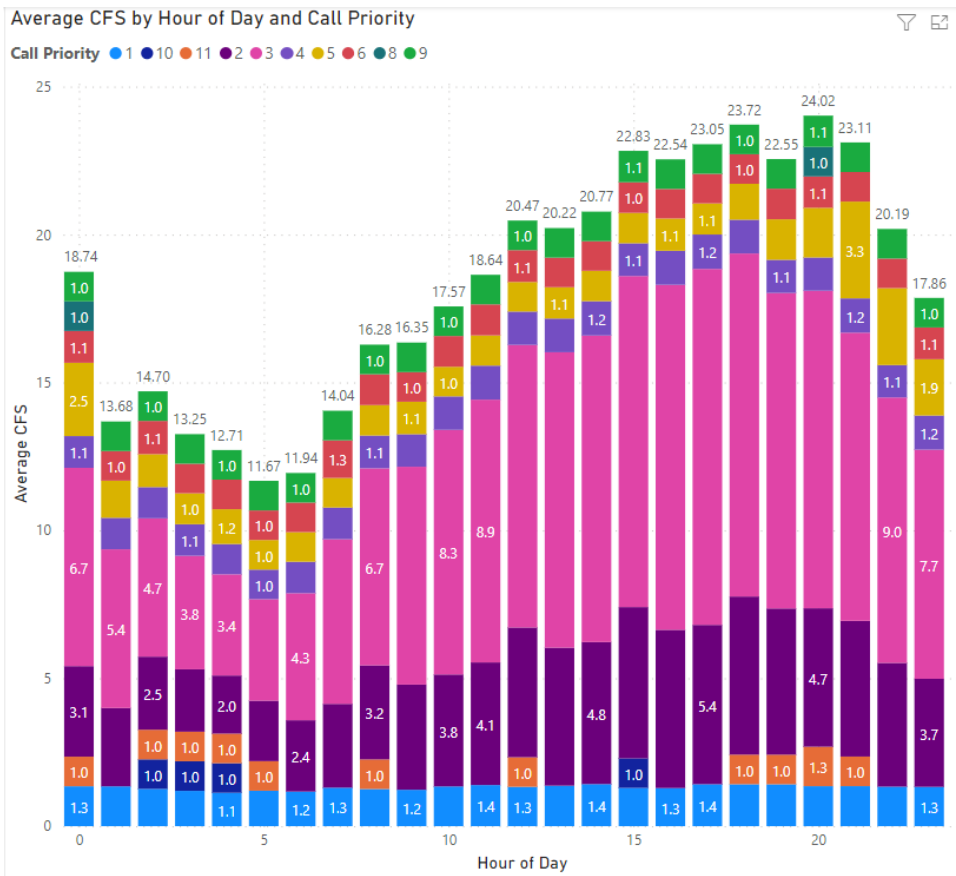
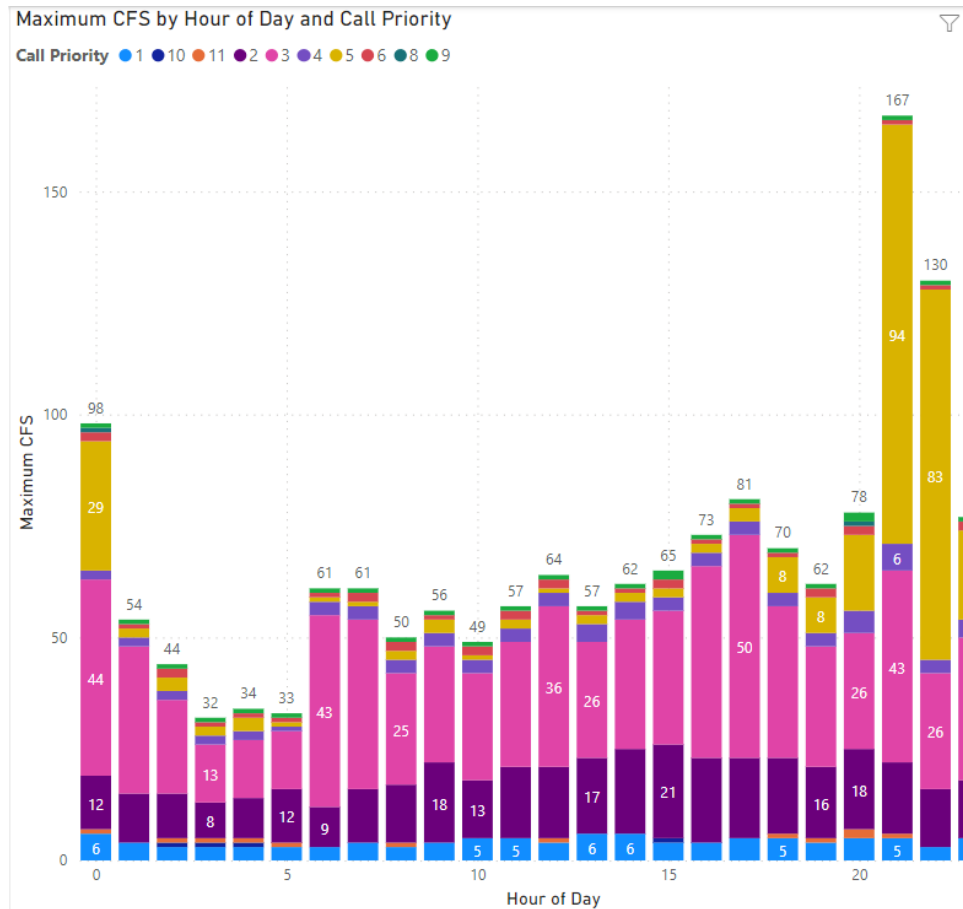


Figure 2: Peak Calls for Service (CFS) by call priority for Police-related calls in the City of Spokane. Data averaged from January 1st, 2019, through October 10th, 2022. Maximum volumes range from 32 CFS/hour at 3 am to 98 CFS/hour at midnight (spikes of 167 and 130 calls for service are caused by high numbers of fireworks calls on New Year's Eve and Independence Day).



Spokane Police dispatch is responsible for interrogating, triaging, and providing instruction during emergencies and identifying & directing resources to an incident location to prevent loss of life and property and to ensure public safety.

A Special Budget Ordinance providing budget appropriation from unappropriated fund balance of the Public Safety Levy Fund is submitted for approval to support the cost of eight (8) dispatcher positions for the remainder of 2022, and provide a retention bonus for current staff during this transition as they take on more responsibility.

Proposed Council Action & Date:

Expedited approval on Oct. 24th so that employees can begin training ASAP.

Fiscal Impact:

Total Cost: \$150,000 in 2022 to address the critical need beginning November 1st, total annual budget for 2023 estimated at \$900,000.

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Unappropriated Public Safety Personnel Levy and Crime Reduction fund balance

Expense Occurrence ☐ One-time ☒ Recurring

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

Total budget increase to be presented in 2023.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This proposal will ensure that 911 dispatch services will continue for the entire Spokane community including historically excluded groups. Long-term staffing planning will focus on 911 call-taking for English-speaking and non-English speaking communities and will provide access to mental health professionals with specialized training in assisting persons in crisis with special needs.

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 regarding the number of calls processed by SPD dispatch will be collected including information on racial, ethnic, gender identity, and other disparities (Note: information on certain disparities, like income level, is not supported in our current software system). Data will be compared against 2020 Census data to evaluate emergency call processing against the overall demographics of the Spokane community.

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

Data regarding call processing outcomes (time to dispatch, time for officers to arrive on scene) will be compared against historical data (2017 through October 31st, 2022, to determine if SPD's call processing meets or exceeds prior call processing. Data regarding effectiveness of the program will additionally be compared against national call processing standards.

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 proposal aligns with SMC 03.10.070 and LGC 4.2 of the Comprehensive Plan "Respect for Service Customers." It also aligns with the Strategic Plan goal "Safe and Healthy" as it ensures that citizens calling 911 will receive timely response, and the City continues to protect vulnerable populations.

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety Personnel and Crime Reduction 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 Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add eight classified Police Radio Dispatcher I positions (from 0 to 8) and increase the associated appropriation for salary and benefits by \$150,000.
- (A) This is an increase to the overall appropriation level in the Public Safety Personnel and Crime Reduction Fund.

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 set-up a Police dispatch unit to assume the triage responsibilities previously provided by SREC, 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

Committee Agenda Sheet

PIES

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Academy Restroom ADA Upgrade & Remodel
Summary (Background)	This contract will complete an ADA update and remodel of both the men's and women's restrooms at the City of Spokane Police Academy. New current ADA accessible stalls and sinks will be installed, lighting and electrical will be upgrade, plumbing for toilets will be replaced with adjusted spacing, floor tiles will be replaced, and all surfaces will be painted.
Proposed Council Action & Date:	11/07/2022 Contract Approval
Fiscal Impact: Total Cost: \$132,000 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: <div style="display: flex; justify-content: space-between;"> <div>Contract Amount</div> <div>\$120,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Administrative Reserve 10%</div> <div>\$12,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total</div> <div>\$132,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>2022</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>0680-11460-94000-56203-99999</div> <div>\$70,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>5902-79115-94000-56203-99999</div> <div>\$35,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>5900-71300-18300-54802-68101</div> <div>\$27,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div>\$132,000</div> </div> Expense Occurrence <input checked="" 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? This work will provide a re-investment in the Police Academy and accessibility for the disabled community. This site provides a training space for a wide range of law enforcement organizations. These restrooms are heavily used during special classes, academy, and local training programs.	

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?

NA

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

NA

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 works provides critical investment in a foundational element of the Spokane Police Department, ADA compliant restrooms at the academy are basic infrastructure needed to provide successful and professional training to our police force and to the wide range of partners that utilize this regional resource.

Committee Agenda Sheet

PIES

Submitting Department	Facilities																						
Contact Name & Phone	Dave Steele x-6064																						
Contact Email	Dsteele@spokanecity.org																						
Council Sponsor(s)	CM Stratton																						
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																						
Agenda Item Name	Police Academy Restroom ADA Upgrade & Remodel																						
Summary (Background)	This contract will complete an ADA update and remodel of both the men's and women's restrooms at the City of Spokane Police Academy. New current ADA accessible stalls and sinks will be installed, lighting and electrical will be upgrade, plumbing for toilets will be replaced with adjusted spacing, floor tiles will be replaced, and all surfaces will be painted.																						
Proposed Council Action & Date:	11/07/2022 Contract Approval																						
Fiscal Impact: Total Cost: \$132,000 Approved in current year budget? <input checked="" 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 60%;">Contract Amount</td> <td style="text-align: right;">120,000</td> </tr> <tr> <td>Administrative Reserve 10%</td> <td style="text-align: right;">12,000</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">132,000</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>2022</td> <td></td> </tr> <tr> <td>0680-11460-94000-56203-99999</td> <td style="text-align: right;">70,000</td> </tr> <tr> <td>5902-79115-94000-56203-99999</td> <td style="text-align: right;">35,000</td> </tr> <tr> <td></td> <td style="text-align: right;">105,000</td> </tr> <tr> <td>2023</td> <td></td> </tr> <tr> <td>0680-11460-94000-56203-99999</td> <td style="text-align: right;">27,000</td> </tr> <tr> <td></td> <td style="text-align: right;">27,000</td> </tr> </table>		Contract Amount	120,000	Administrative Reserve 10%	12,000	Total	132,000			2022		0680-11460-94000-56203-99999	70,000	5902-79115-94000-56203-99999	35,000		105,000	2023		0680-11460-94000-56203-99999	27,000		27,000
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Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring																							
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Operations Impacts																							
What impacts would the proposal have on historically excluded communities? This work will provide a re-investment in the Police Academy and accessibility for the disabled community. This site provides a training space for a wide range of law enforcement organizations. These restrooms are heavily used during special classes, academy, and local training programs.																							



FACILITIES PROJECTS - WORK SCOPE

Date: 10/13/2022
Department: Facilities
Project: Police Academy Restroom Renovation
Project Coordinator: Dave Steele
625-6064

Project Narrative:

This project will complete a renovation of both the existing 'group' restrooms at the City of Spokane Police Department Training Academy (men's and women's). This will include wall and floor tile removal and replacement, new and upgraded lighting, two new doors, portions of new floor tile, new ADA compliant stall dividers, new toilets and urinals, new ADA compliant counter tops, sink basins, and faucets. Additional work will include new paint on all walls and ceiling areas and the inspection and removal of unnecessary wall sections.

Carpentry:

- a. Removal of approximately 10 linear feet of non-loadbearing divider wall (contractor to confirm the wall section is non-load bearing prior to beginning any demolition, and the patch back with like materials of all impacted surfaces (wall, floor and ceiling) and associated bench.
- b. Relocation of approximately 10 lockers associated with the removed wall to a new suitable locker room wall area
- c. Removal and replacement of all existing stall dividers
 - a. New stall layout shall meet all ADA requirements for accessibility
 - b. Contractor shall submit proposed divider colors for approval prior to purchase

Electrical:

- a. Install 6 new, flush mounted LED trough lights, in each bathroom, and replace each existing light fixture with similar flush mounted LED lighting in each rest room.
- b. All lighting to be switch activated

- c. Install 3 new tamper proof GFI wall mounted outlets in each restroom to accommodate common electrical uses, hairdryers, electric razors, etc.
- d. Verify all exhaust fans are functional and in good repair. Propose replacements if necessary.

Drywall:

1. Contractor shall remove all wall tile in the restroom area and replace with smooth finished 5/8 drywall
2. All new drywall shall be suitable for wet locations
3. Drywall to be taped and textured to match existing finishes
 - a. Contractor may elect to remove wall tile only to preserve existing drywall, but all patching shall be completed to the City of Spokane's satisfaction
4. All walls and ceilings to be painted to match existing

Doors:

1. 1 existing door in each restroom, between the locker room section and gym area, shall be replaced with a similar size hollow steel door
 - a. Contractor shall provide alternative pricing for the use of wood solid core doors
2. New doors shall be suitably painted for moist locations
3. Each door shall have an automatic closure
 - a. Contractor shall use a Norton or approved equal closure

Plumbing:

1. Contractor shall remove and replace all existing counters, sinks, and faucets
 - a. All new faucets shall be touchless
 - b. All new sinks shall be undermounted
 - c. Contractor shall provide the required ADA height counter and sink per the total capacity of the restrooms. All other equipment shall be set at standard height.
2. Contractor to remove and reinstall all wall mounted toilets, and urinals
 - a. all new flushometers shall be installed in re-used toilets and urinals
3. New counters shall all be laminate
 - a. Contractor shall submit counter samples for approval prior to purchasing
4. At least one toilet in each restroom will need to be relocated along the wall to accommodate ADA requirements.

Flooring:

1. Contractor shall remove and replace approximately half of the floor tile in each restroom
 - a. Replace to match remaining floor tile.
2. Replace any tiles in areas where the removal of walls, dividers, or floor anchors leaves tiles missing, damaged, or discolored.
3. All new color matching cove-base shall be installed in rest room areas, and patched to match

HVAC: **NA**

Roofing: **NA**

Mechanical: NA

Masonry: NA

Finish work: NA

Exterior: NA

Windows: NA

Committee Agenda Sheet

Finance & Administration

Submitting Department	Accounting
Contact Name & Phone	Michelle Murray 509-625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	CM Wilkerson & CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Hotel Motel Tax Fund
Summary (Background)	<p>Hotel/Motel Tax has been budgeted at a low as Spokane worked its way through the Covid19 Pandemic. Fiscal year 2022 has recovered to pre-pandemic levels. This increase needed so that the City of Spokane can facilitate timely payments to the Spokane Public Facilities District for taxes collected.</p>
Proposed Council Action & Date: 10/31/22	Approval of SBO to increase revenues and expenses of pass through funds to the Spokane Public Facilities District
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Hotel Motel & Lodging Tax Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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

ORDINANCE NO C

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan 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 Hotel/Motel Tax Fund, and the budget annexed thereto with reference to the Hotel/Motel Tax Fund, the following changes be made:

- 1) Increase in Hotel/Motel Lodging and Tax revenue by \$1,500,000
 - (A) \$1,500,000 of the increase in revenue is provided solely from the increase in Hotel/Motel Tax collected.
- 2) Increase appropriation by \$1,500,000, funded from the increase in Hotel/Motel Tax collected.
 - (B) \$1,500,000 of the increase in appropriation is provided solely for the pass through payment of the increase in Hotel/Motel tax to the Spokane Public Facilities District.

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 provide appropriation to the Hotel/Motel Tax Fund 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: _____

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Fire Department and Human Resources
Contact Name & Phone	Mike Piccolo (509)625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member _Kinnear_____
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Letter of Agreement (LOA) Between the City of Spokane and Local 29 I.A.F.F. AFL-CIO Re Emergency Transition to SREC and Severance Coverage of Employee Wages and Benefits
Summary (Background)	<p>With the expiration of the Governor's emergency COVID proclamations on October 31, 2022, almost half of the current Fire dispatchers, who are uniform employees, will return to fire service within the Fire Department pursuant to Civil Service protocol. The loss of nearly half of the dispatch staff will necessitate the transfer of fire dispatch services from the City to SREC effective the last shift change on October 31, 2022. The recently approved CBA with Local 29 anticipated the potential transfer to SREC but not until January 31, 2023, at the earliest. The early transition to SREC required the parties to negotiate the attached Letter of Agreement (LOA) regarding the emergency transition of fire dispatch services to SREC and the severance coverage of employee wages and benefits. The approval of the LOA and the transition of fire dispatch services to SREC will remove the City from fire dispatch services. The LOA will pay the non-uniform fire dispatch employees the \$15,000 one-time payment provided for in the recently approved CBA as well as payment for 1) unpaid wages for their regular shifts scheduled from Nov. 1st through Dec. 31st, 2) all accrued sick leave accrued as of Oct. 31st, and 3) the cost equivalent of the City's share of health insurance cost from Nov. 1st through Dec. 31st.</p>
Proposed Council Action & Date:	Approval of Letter of Agreement at the October 24, 2022 City Council meeting.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input 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

LETTER OF AGREEMENT

Between the City of Spokane and International Association of Firefighters, Local 29

Department: Fire

Effective Date: October 31, 2022

Re: Emergency Transition to SREC and Severance Coverage of Employee Wages and Benefits

The City of Spokane (City) and the International Association of Firefighters, Local 29 (Union) mutually agree to the following terms and conditions indicated in this Letter of Agreement (LOA).

The parties agree to modify the Parties collective bargaining agreement ARTICLE XX - FireComm Section 4 Transition of Dispatch to Spokane Regional Emergency Communications (SREC) to allow for emergency transition to Spokane Regional Emergency Communications prior to January 1, 2023. Accordingly and for such early transition, the Parties agree as follows:

1. The City shall move fire dispatch services to SREC on November 1, 2022 to address imminent and emergent staffing issues.
2. In acknowledgement of the hardship of moving to SREC earlier than December 31, 2022 and resulting employee layoffs, the City shall provide to impacted employees the following:
 - a. The City agrees to pay to all impacted non-firefighter fire dispatch employees a taxable payment for any unpaid wages for regularly scheduled shifts from November 1, 2022 through December 31, 2022 at their respective rate of pay on the effective date of October 31, 2022, subject to standard payroll deductions and withholdings, as an additional severance amount, in one lump sum, on the next regularly scheduled pay date after the Effective Date of this Agreement. This additional severance amount represents an amount approximately equivalent to the base wages such employees would have received had such employees remained employed by the City through December 31, 2022.
 - b. The City agrees to pay all impacted non-firefighter fire dispatch employees a taxable payment, for all accrued sick pay leave banks at their respective rate of pay and banked amount on the effective date of October 31, 2022, subject to standard payroll deductions and withholdings on the next regularly scheduled pay date after the Effective Date of this Agreement.
 - c. The City agrees to pay all impacted non-firefighter fire dispatch employees, who are not probationary, a lump sum, taxable payment in the amount of fifteen thousand dollar (\$15,000.00) paid on the next regularly scheduled pay date after the Effective date of this Agreement, subject to standard payroll deductions and withholdings.
 - d. The City agrees to pay all impacted non-firefighter fire dispatch employees a taxable, lump sum payment of the cost equivalent of the City's share of health insurance costs from November 1, 2022 through December 31, 2022 as defined by the full premium minus the employee portion of the benefit, paid on the next regularly scheduled pay date after the Effective date of this Agreement.
3. Employees shall not be entitled to any additional wages, benefits, severance, or any other compensation, except as otherwise set forth herein.

4. Through this LOA and the provision of additional benefits, the City has met all of its contractual obligations to provide notice and emergently move to SREC in advance of the original deadline of no sooner than January 1, 2023.
5. To qualify for the severance benefits of this LOA and the collective bargaining agreement, impacted employees must sign a severance and general release agreement, as standard practice of the City in the provision of such benefits, and as consistent with Federal and State law.
6. This Agreement shall be effective on October 31, 2022. However, the effective date for provision of payments to impacted employees shall be the date such employees sign and return the severance and general release agreement.

Except as so amended, the remaining terms and conditions of the contract remain in full force and effect. The terms of this Letter of Agreement shall not be used as a precedent with respect to this or any other contracts or units with the City of Spokane.

Dated this ____ day of _____, 2022.

FOR THE CITY OF SPOKANE:

FOR THE I.A.F.F. LOCAL 29 AFL-CIO:

Nadine Woodward
Mayor

Randy Marler
President

Johnnie Perkins
City Administrator

Lee McNamee
Vice-President

Brian Schaeffer
Fire Chief

Dave Kovac
Secretary

Michael J. Piccolo
Interim Human Resources Director

Kirk Griffith
Treasurer

Sean Golladay
SFFBU Vice President

Approved as to form:

Attest:

Lynden Smithson
Interim City Attorney

Terri Pfister
City Clerk

Committee Agenda Sheet

PIES

Submitting Department	Finance
Contact Name & Phone	Tonya Wallace
Contact Email	twallace@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO for Fire Dispatch Transitional Costs
Summary (Background)	<p>It is necessary for the City to transition to SREC by Nov 1, 2022, due to the expiration of the Governor's emergency COVID proclamations on Oct 31, 2022. The cost of the early transition on Nov 1, instead of a potential transition in 2023, is estimated to exceed appropriation in the Combined Communications Fund by about \$157,000 based on a proposed Letter of Agreement (LOA) between the City and Local 29 regarding the emergency transition of fire dispatch services to SREC and the severance coverage of employee wages and benefits.</p> <p>The additional cost is related to the specific items in the LOA including paying the non-uniform fire dispatch employees a \$15,000 one-time payment, all accrued sick leave accrued as of Oct 31, and related benefit costs.</p> <p>Additionally, as per the MOU with SREC, approximately \$303,000 will be needed to pay SREC for providing the Fire dispatch services two months early.</p> <p>The proposed funding source is fund balance of the Combined Communications Fund (1630). As of Dec 31, 2021, the fund balance was \$654,231. Accounting has projected at least \$461,000 will still be available at 2022 year-end. This would be a one-time cost and an appropriate use of fund balance.</p>
Proposed Council Action & Date:	Approve SBO on Oct. 24 th in conjunction with the proposed LOA.
Fiscal Impact: \$460,000 Total Cost: <u>\$460,000</u> 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: Combined Communications Center fund balance Expense Occurrence <input checked="" 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? NA	

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?

NA

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

NA

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?

NA

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Combined Communications Center 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 Combined Communications Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$460,000.
 - (A) Of the increased appropriation, \$157,000 is provided solely for salaries & wages and personnel benefits.
 - (B) Of the increased appropriation, \$303,000 is provided solely for contractual services.

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 pay non-uniform Fire dispatchers for early transition to Spokane Regional Emergency Communications (SREC) and to pay SREC for two months of services, 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

Committee Agenda Sheet

PIES

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilman Stratton / Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Trent Street Shelter – Restrooms, Showers, Laundry, Pod Design
Summary (Background)	This contract will complete predesign through construction bid documents for the development of restrooms, showers, laundry facilities, and sleeping PODS for the Trent Street Shelter Facility. These services allow for a wider range of services to be offered to the clients while eliminating the dependency on the temporary shower trailer.
Proposed Council Action & Date:	11/14/2022 Contract Approval
Fiscal Impact: Total Cost: \$117,500 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: 1910-53010-65410-54101-99999 Expense Occurrence <input checked="" 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? This work provides for necessary basic services for the Trent Street Shelter, which serves a homeless population that is in need of additional resources.	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	

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 works provides critical resources for Spokane's Underserved homeless population through the additional of the showers, restrooms, laundry, etc. these needs are currently unmet.

September 1, 2022

City of Spokane
Facilities Department
Attn: Dave Steele
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Architectural Scope of Services Proposal
Trent Street Shelter

Dave,

Thank you for the opportunity to provide a services proposal for the referenced project. Based on the attached scope description and our current understanding of the project, the following services are proposed:

Interior Remodel

Background: The project involves the installation of restrooms, shower, and laundry facilities in an existing trucking warehouse to convert the use to a homeless shelter. In addition, two-bed semi-private sleeping rooms are proposed, with the quantity dependent on available space and arrangement. To support the quantity of occupants proposed, there will likely be improvements required to existing wet and dry utilities, as well as code updates to the facility based on the change in use.

Process for Project Development

Programming and Schematic Design

The Architect will meet with the City of Spokane team to review the project requirements and program goals. Architect will review as-built plans (if available) and create conceptual plan approaches to accomplishing program objectives. Plan exhibit(s) will show conceptual arrangements, identify code related items and a preliminary scope narrative for construction work. The civil and electrical engineers will review existing utility information to determine available capacity and provide narrative bid scope. Mechanical engineer will provide a narrative of mechanical requirements for heating, ventilation, air conditioning, and plumbing bid scope. A conceptual rough-order-of-magnitude construction budget will be provided.

Design Development and Construction Documents

Upon receipt of written acceptance of the concept design, AWI will produce Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the approved concept. Services would include:

- Participation in coordination meetings during design phase
- Refinements to the design concept
- Architectural Floor Plan and ADA details
- Code Analysis Plan
- Partial building and wall sections where required to convey design intent
- Reflected Ceiling Plan(s)

- Architectural and finish details
- Interior elevations as required to show design intent
- Door and Room Finish schedules
- Project Specifications
- Engineering design of systems, layout, devices and fixtures, including HVAC, power, lighting and low-voltage systems (communications, fire alarm) and plumbing components.
- Engineering for utility upgrades for water, sewer and power.
- Construction cost estimate
- Automatic fire suppression system proposed to be performance specification and delegated design.
- WSEC energy code compliance review for building envelope, mechanical and electrical systems.
- Assist with applications and delivery of documents to City of Spokane for building permit.

Bidding and Negotiation

- Assist with solicitation for construction bids
- Conduct pre-bid meeting
- Respond to inquiries and issue addenda
- Conduct bid opening
- Assist with issuance of contract for construction (if requested)

Construction Phase Administration

- Periodic Site Inspections to be familiar with the progress and quality of the work, with written report for each occurrence.
- Interpret requirements of the Construction Documents.
- Review and approve (or other appropriate action) Contractor's submittals such as Shop Drawings, Product Data and Samples if required – for conformance with the design concept of the work, and with the information given in the Construction Documents.
 - Review Contractor's applications for payment and schedule
 - Correspondence with City of Spokane officials regarding the project.
 - AWI anticipates construction site visits every other week for the duration of the construction, including punchlist and closeout inspections, coordinated with other contract obligations in the region.
 - Create architectural punchlist and assist with project closeout.

Services not provided under this agreement include structural engineering, soils report(s), boundary/topographic mapping, civil engineering outside the property limits, detailed fire suppression engineering, FF&E selection or design (i.e. non-built in fixtures, furnishings and equipment), commissioning services, proprietary communications and security design, and other services not specifically included.

Additional/Optional services could include:

- A. Owner directed changes that require substantial modification to previously approved documents. This could include a substantial Owner-directed increase in the size of the project from the programming phase on which this proposal is based.
- B. Proprietary Security and Surveillance System Design
- C. Fixtures, Furnishings and Equipment bid package

Architects West proposes to provide the architectural, consulting engineering, and cost estimating services for outlined above based on the State of Washington Public Projects Fee Schedule. Where additional services are requested or required, Architects West will obtain a proposal and approval prior to engaging those services. Fees are based on an assumed construction budget of roughly \$1.5 million. If the budget varies substantially from this assumption, AWI proposes the final fee to be negotiated based on the total budget and framework proposed below.

Programming and Schematic Design (18%)	\$20,700
Design Development / Construction Documents (50%)	\$57,500
Bidding & Negotiation (5%)	\$5,750
Construction Administration (27%)	\$31,050
 Total A/E Basic Services (Schedule C)	 \$115,000
 As-built documents	 \$2,500
 Total A/E Services	 \$117,500

Estimated timeframe for design delivery to be eight weeks, depending on the timing of the notice to proceed.

Reimbursable Expenses include actual expenditures made by the Architect in the interest of the Project. These include printing and reprographics, mileage and subsistence when required.

If the scope and fee presented meets with your approval, please forward your standard form of agreement for review and signature. Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Sincerely,

ARCHITECTS WEST, INC.



Marcus E. Valentine, AIA
Principal

ARCHITECTS WEST, INC.
HOURLY RATE SCHEDULE
October 22, 2021

Principal I	\$180.00
Senior Architect	\$150.00
Architect I	\$140.00
Architect II	\$120.00
Architect III	\$110.00
Architect Intern I	\$100.00
Architect Intern II	\$95.00
Interior Designer	\$150.00
Senior Landscape Architect I	\$140.00
Senior Landscape Architect II	\$130.00
Landscape Architect I	\$110.00
Landscape Architect II	\$85.00
Intern Landscape Architect	\$75.00
Draftsperson I	\$110.00
Draftsperson II	\$85.00
Draftsperson III	\$70.00
Draftsperson IV	\$60.00
Administrative I	\$100.00
Administrative II	\$65.00
Administrative III	\$45.00
WEB/Graphics/Drafting	\$100.00

Trent Street Shelter - Restroom / Shower / Laundry / Living POD A&E Work

The City of Spokane desires to complete the installation of group rest room, shower, and laundry facilities for the new Trent Street Emergency Homeless Shelter. This is an existing trucking warehouse with a small section of single-story office and has never been developed for residential use. It is anticipated that there will be roughly 17 toilets, 13 showers, 15 sinks, and 8 washer dryer combos. This work will also include the development of living PODs (2 bed, semiprivate, walled sleeping spaces). Exact numbers will need to be calculated as part of this contract. Additional facility water, sewer, electrical, and gas services will likely be necessary to support this installation.

This contract will include the development of concept drawings from schematic layouts, the completion of bid documents for the installation for these “temporary” services, and assistance in project bidding and management as needed. This work is anticipated to require significant sewer, water, electrical, and ventilation work to facilitate these needs.

All current building codes and ADA requirements will need to be met as a part of this project.

Committee Agenda Sheet

Public Infrastructure & Environmental Sustainability Committee

Submitting Department	Spokane Fire Department
Contact Name & Phone	Tom Williams
Contact Email	tmwilliams@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	MOU between City of Spokane and SREC
Summary (Background)	<p>The City of Spokane has determined to end emergency call dispatch for Spokane Fire personnel, the City of Spokane has resolved to coordinate and contract with Spokane Regional Emergency Communications (SREC). Through an memorandum of understanding (MOU) the City will contract with SREC for the services needed in order to continue first rate fire dispatch for the City of Spokane. As Fire personnel will be leaving the dispatch field, SREC will undertake Fire dispatch on October 31, 2022 at 18:00. This necessitates that Council discuss and adopt a resolution to agree to the MOU presented. Fire Command Staff and City Legal will be available for discussion. As the termination of City Fire dispatch is October 31, 2022, we would request Council rules be suspended and the matter be voted on during the Council meeting of October 24, 2022. The proposed MOU is attached.</p> <p>The rate of compensation to SREC for services is \$151,202.77 per month.</p>
Proposed Council Action & Date:	Committee review on October 24, 2022 with Council Approval on October 24, 2022
Fiscal Impact: Total Cost: <u>\$302,405.54</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fire Expense Occurrence <input checked="" 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

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING FIRE DISPATCH COMMUNICATIONS SERVICES**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington (“City”), and Spokane Regional Emergency Communications, a public development authority and municipal corporation (“SREC”), acting by and through its Board of Directors; individually referred to herein as “Party” and collectively referred to herein as “Parties.”

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the City is in need of fire dispatch emergency communications services to be provided by SREC, and SREC is willing to provide the same, as further described herein; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform;

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties’ understanding of the terms and conditions under which SREC will provide fire dispatch emergency communications services within the City as further described in Exhibit “A,” attached hereto and by this reference incorporated herein.
2. DURATION / TERMINATION. This Agreement is effective as of 18:00 (6:00 p.m.) October 31, 2022, and shall terminate on at 23:59 (11:59 p.m.) on December 31, 2022. At the sole discretion of either Party, this Agreement may be terminated by either Party upon the delivery of a minimum of fourteen (14) days’ written notice to the other Party.
3. SERVICES / RESPONSIBILITIES. SREC personnel shall provide all emergency dispatch emergency communications services involving or related to the City Fire Department.
4. FEES AND INVOICES. The services as set forth in Section 3 of this Agreement shall be billed by SREC to the City on a monthly basis in advance at the rate of \$151,202.77 monthly.
5. AUDIT / RECORDS. SREC shall provide access to authorized representatives of the City, at reasonable times and in a reasonable manner, to inspect and audit the financial records of SREC in support of the invoices for the services provided in Exhibit A. In the event of

conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

6. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Lori Markham, Executive Director
Spokane Regional Emergency Communications
1620 N Rebecca Street
Spokane, Washington 99217
Email: Lori.Markham@srec911.org

CITY: Tom Williams, Assistant Fire Chief Spokane Fire Department
City of Spokane
44 W. Riverside Ave.
Spokane, WA 99201
Email: tmwilliams@spokanecity.org

7. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.
8. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.
9. INDEMNIFICATION. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its elected and appointed officials, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, the City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and its officials, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement and the negligent or intentional acts or omissions of the City's elected or appointed officials, agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of SREC or its officers, agents, or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City of Spokane and all their elected and appointed officials, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the sole negligence of the City of Spokane or its officers, agents, or employees.

10. INSURANCE. At its own expense, the Parties shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. Types of Required Insurance.

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:
 - Combined Single Limits per Occurrence: \$3,000,000
 - Annual Aggregate: \$5,000,000
2. Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than \$3,000,000 per accident combined single limit (CSL).
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;
4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below.

Each Employee:

- Policy Limit: \$1,000,000
- By Accident: \$1,000,000
- By Disease: \$1,000,000

B. Terms of Insurance. The policies required under this Section 10 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided to the other Party evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:

1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
3. All liability policies must provide coverage on an occurrence basis; and
4. Liability policies shall not include exclusions for cross liability.

C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 10 and, if requested, copies of policies to the opposing Party subject to this Agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts.

11. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

12. DISPUTE RESOLUTION. Any dispute between the Parties that cannot be resolved between the Parties shall be subject to arbitration. Except as provided to the contrary herein, such dispute shall first be reduced to writing. If the CITY and SREC representatives cannot resolve the dispute by negotiation or mediation, it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The City and SREC shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties.

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

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

15. MISCELLANEOUS.

- A. NON-WAIVER. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
- C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. 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.

- F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

16. RCW 39.34 REQUIRED CLAUSES.

- A. PURPOSE. See section 1 above.
- B. DURATION. See section 2 above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. SREC shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
- E. AGREEMENT TO BE FILED. City shall file this Agreement with its City Auditor or place it on its website or other electronically retrievable public source. SREC shall place it on its web site or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section 2 above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Tom Williams
Title: Assistant Spokane Fire Chief

By: Name
Title: Title

Date: _____

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

Approved as to form:

By: Lynden P. Smithson
Title: City Attorney

Date: _____

By: Name
Title: Title

Date: _____

Committee Agenda Sheet

PIES

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilman Stratton / Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department – Campus Master Plan, Schematic Building Layout
Summary (Background)	This contract will complete schematic level campus circulation and siting plans, with a focus on efficient and effective access, circulation, and functionality. This work will include conceptual locations for potential future buildings as well as the development of concept level office studies to address the outdated existing structures, while taking advantage of the existing structures where applicable. This work will provide a roadmap forward for the Water Department, enabling the department to effectively predict and plan their future capital investments.
Proposed Council Action & Date:	11/14/2022 Contract Approval
Fiscal Impact: Total Cost: \$65,051 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 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This project will re-invest in the North Hamilton Street area adding to the current synergy of new housing and new middle school.	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	

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 project invests in the existing Water Department site, extending the usefulness of the campus, extending the life of the existing structures, while investing in the redevelopment of outdated and obsolete structures. This work provides a general roadmap for the Water Department, allowing them to systematically plan for future capital expenditures.

September 28, 2022

Mr. Dave Steele
City of Spokane Facilities Department
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: *Water Department Phase I Plan*

Dear Mr. Steele:

We are pleased to submit the following proposal for program verification, site master planning and conceptual design of the Water Department Office Space. Our proposal is based upon our recent conversations and meeting with the Water Department. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES

This proposal includes services for Phase I which will review site uses and identify space needs for an initial phase of development at the water department site.

1. Program Verification & Operations Review

- 1.1 Project kickoff with key stakeholders
- 1.2 Predesign Program review
- 1.3 Gather and review documentation of existing buildings
- 1.4 Tour and photograph/document existing departments
- 1.5 Meet with department heads/stakeholders
 - 1.5.1 Confirm existing space utilization
 - 1.5.2 Confirm required spaces
- 1.6 Finalize Phase 1 Program, Present to Department & Facilities

2. Site Master planning

- 2.1 Site Analysis
 - 2.1.1 Identify setbacks, utilities, and other site limitations
 - 2.1.2 Document required parking, access, and adjacencies
 - 2.1.3 Analyze circulation, clearances and required turning radii.
- 2.2 Develop future phase plan diagrams
- 2.3 Site Circulation Design
- 2.4 Test fit of full master program build-out.
- 2.5 Site master Plan Graphics
- 2.6 Meet with key stakeholders
 - 2.6.1 Site Plan Overview
 - 2.6.2 Confirm desired adjacencies
 - 2.6.3 Review proposed phasing

117 S. Main St., Suite 100
Seattle, WA 98104
206.628.3137 | office
206.628.3138 | fax

10 S. Cedar Street
Spokane, WA 99201
PO Box 1482 (99210)
509.838.8681 | office
509.838.2194 | fax

Mr. Dave Steele
Page 2
September 28, 2022

3. Phase 1 Schematic Design

- 3.1 Conceptual Design of Phase 1 office space
 - 3.1.1 Develop floor plan test fits and concept plans
 - 3.1.2 Schematic structural concept
 - 3.1.3 Conceptual MEP approach
 - 3.1.4 Code Analysis.
- 3.2 Schematic Level Cost Estimate
- 3.3 Deliverable: Schematic Design Book

DELIVERABLES

Primary deliverables include the Facility Operation report to include documentation of current conditions and needs. A future Programming report will include proposed program space summary and documentation/drawings of proposed plan diagrams and related security concepts.

EXCLUSIONS

This proposal excludes work by other disciplines including structural, mechanical, electrical and plumbing engineering. Work to identify deficiencies, upgrades and other scope that may be required to accomplish proposed schemes is not included in this scope. Construction documentation of any proposed solution is excluded as well as three dimensional renderings or visualization.

SCHEDULE

See proposed schedule outline below. Dates and deliverables will be confirmed with Owner's project team at time of NTP.

10.10.22 (week of)	Anticipated NTP & Kickoff
10.10.22 (week of)	Site Tour and Documentation
10.17.22	Stakeholder Meetings
10.31.22	Draft Master Program
11.14.22	Site Master Plan
12.14.22	SD Package

Mr. Dave Steele
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September 28, 2022

COMPENSATION

- **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

1. **Program Verification:**

Integrus Fixed Fee in the amount of	\$6,810.00
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2. **Site Master Planning:**

Integrus Fixed Fee in the amount of	\$8,760.00
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Consultants:

AHBL Engineers Fixed Fee in the amount of	\$3,500.00
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Integrus Markup @ 10%	<u>350.00</u>
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Subtotal: \$12,610.00

3. **Schematic Design (Office Building):**

Integrus Architectural Fixed Fee in the amount of	\$17,040.00
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Integrus Structural Fixed Fee in the amount of	\$9,000.00
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Consultants:

MW Engineers Mechanical Fixed Fee in the amount of	\$5,135.00
--	------------

MW Engineers Electrical Fixed Fee in the amount of	\$4,175.00
--	------------

Roen & Associates Cost Estimating, Fixed Fee in the amount of	\$8,000.00
---	------------

Integrus Markup @ 10%	<u>\$1,731.00</u>
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Subtotal: \$45,081.00

- **Optional Additional Services**

The services listed below are optional to be provided at a later date if necessary. Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the hourly rates noted in the fee detail or will be estimated on a fixed fee basis. Hourly rates are per Washington State A/E Fee Guidelines and are subject to modification on an annual basis.

ASCE 41 Structural Evaluation of Existing Buildings	\$4,000.00 ea.
Digital Renderings	\$1,000.00 - \$5,000.00

- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, and miscellaneous.

Reimbursable Expenses Not to Exceed	\$550.00
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TOTAL FEE PROPOSAL	\$65,051.00
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Mr. Dave Steele
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If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA
Associate Principal

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pc: Dave Steele, Jeff Teal, City of Spokane

Water Department Master Plan & Phase 1 Office Building
City of Spokane

Integrus Project No.: 22239.01
Date: September 28, 2021

FEE PROPOSAL
Compensation - Hourly Rates

Rates may be adjusted annually. The next adjustment will be July 1, 2023.

Hourly Rates are as follows:

Principal in Charge	\$ 225.00	Engineer of Record	\$ 225.00
Principal Design	\$ 225.00	Project Engineer	\$ 150.00
Project Manager	\$ 165.00	Engineer in Training	\$ 125.00
Project Architect	\$ 145.00	Engineer Tech	\$ 100.00
Architectural Associate	\$ 105.00		
Specification Writer	\$ 115.00		
Interior Design	\$ 135.00		
Clerical / Administrative	\$ 85.00		

PROFESSIONAL SERVICES									
1.	Program Review and Validation								Lump Sum
INTEGRUS ARCHITECTURE	PIC	Princ. Des.	PM	PA	Arch Assoc	Spec Writer	Interiors	Admin.	TOTAL
	\$225	\$225	\$165	\$145	\$105	\$115	\$135	\$85	
Service / Scope									
1.1 Project Kickoff	2	2	2						
1.2 Predesign program Review			2				2		
1.3 Review Documentation of Existing Buildings			2				2		
1.4 Tour & Documents Existing Spaces			4		4		4		
1.5 Meeting with Director and Stakeholders	2	2	2						
1.6 Final Program Document & Presentation	2		2		2		4		
Total hours per employee	6	4	14	-	6	-	12	-	
Total Integrus Architectural Fee	\$1,350	\$900	\$2,310	\$0	\$630	\$0	\$1,620	\$0	\$6,810
Program Review and Validation									\$6,810
2.	Site Master Plan								Lump Sum
INTEGRUS ARCHITECTURE	PIC	Princ. Des.	PM	PA	Arch Assoc	Spec Writer	Interiors	Admin.	TOTAL
	\$225	\$225	\$165	\$145	\$105	\$115	\$135	\$85	
Service / Scope									
2.1 Site Analysis	2		2		2				
2.2 Future Phase Plan Diagrams		2	2		8				
2.3 Site Circulation Design			2		2				
2.4 Program Test Fits	2		4		8				
2.5 Site Master Plan Graphics			2		20				
2.6 Stakeholder Meeting	2	2	2						
Total hours per employee	6	4	14	-	40	-	-	-	
Total Integrus Architectural Fee	\$1,350	\$900	\$2,310	\$0	\$4,200	\$0	\$0	\$0	\$8,760
CONSULTANTS									
AHBL Civil Engineering - Site Circulation and Analysis								3,500	
Total Consultants								\$3,500	
Administration Fee/Mark Up						10.0%		350	
Total Consultants Plus Administration Fee									\$3,850
Site Master Plan									\$12,610

3. Office Building Schematic Design									Lump Sum
INTEGRUS ARCHITECTURE	PIC \$225	Princ. Des. \$225	PM \$165	PA \$145	Arch Assoc \$105	Spec Writer \$115	Interiors \$135	Admin. \$85	TOTAL
Service / Scope									
Schematic Concept Development	2	2	4	32	4				
50% SD graphics		2	2	8	8				
Consultant Coordination	2		2	2					
Schematic Design Deliverable	2	2	4	16	24				2
Total hours per employee	6	6	12	58	36	-	-		2
Total Integrus Architectural Fee	\$1,350	\$1,350	\$1,980	\$8,410	\$3,780	\$0	\$0	\$170	\$17,040
INTEGRUS STRUCTURAL	Engineer of Record \$225		Project Engineer \$150		Engineer in Training \$125		Engineer Tech \$100		
Service / Scope									
Structural Schematic Design									
Total hours per employee		-		-		-		-	
Total Integrus Structural Fee		\$0		\$0		\$0		\$0	\$9,000
CONSULTANTS									
MW Engineers Mechanical								5,135	
MW Engineers Electrical								4,175	
Roen & Associates Cost Estimating								8,000	
Total Consultants								\$17,310	
Administration Fee/Mark Up						10.0%		1,731	
Total Consultants Plus Administration Fee									\$19,041
Office Building Schematic Design									\$45,081
Estimated Reimbursable Expenses									ACTUAL
INTEGRUS ARCHITECTURE									TOTAL
EXPENSES									
Printing / Reprographics								500	
Shipping / Postage									
Travel									
Meals / Per Diem	GSA Rates: Breakfast: \$17, Lunch: \$18, Dinner: \$34, Overnight: \$5 (\$74 per day)								
Automobile	Mileage Rate is \$0.625 per mile								
Hotel									
Total Expenses								\$500	
Administration Fee/Mark Up						10.0%		50	
Total Expenses Plus Administration Fee									\$550
Estimated Reimbursable Expenses									\$550
TOTAL PROFESSIONAL SERVICES									\$64,501
ESTIMATED REIMBURSABLE EXPENSES									\$550
TOTAL FEE									\$65,051

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Riverside Sidewalk – Grant to Sherman Admin Reservoir Increase
Summary (Background)	<ul style="list-style-type: none"> • We have completed the sidewalk on Riverside (Grant to Sherman) between the Boxcar building and the U-District Bridge utilizing funds remaining from the Sprague Avenue Phase 2 underage, as well as proceeds from the Boxcar property sale. See attached pictures. • Because of ongoing construction on multiple area parcels, we need to install boulders to protect the sidewalk from trucks driving atop the sidewalk and damaging it. We also need to repair some panels damaged by these trucks. • This additional work will more than consume the administrative reserve on this small project and therefore necessitates a request to increase the administrative reserve by \$10,000. These funds will be provided by the UDPDA.
Proposed Council Action & Date:	None at this time. Following consultant selection, the consultant contract will be brought to city council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) sewer rates Expense Occurrence X 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? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
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 – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Riverside sidewalk looking east

U-District bridge

Riverside sidewalk looking west



Boxcar development

Committee Agenda Sheet

PIES

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilman Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	City Hall Roof Removal and Replacement
Summary (Background)	<p>City of Spokane's City Hall is a seven story, 161,000 square feet. historic art deco structure in the heart of downtown Spokane. This building sits adjacent to the Spokane River on the edge of Riverfront Park and is the workplace of approximately 350 employees. This project will remove and replace the entire roof surface, insulation, and associated drainage equipment in anticipation of new drainage elements, insulation, adjusted sloping, and membrane roofing for all 5 of the roof sections. Each roof section is at a different elevation and are sectioned off by various parapet walls and elevation differences.</p> <p>There will be asbestos abatement, existing roof demolition and disposal, minor concrete coring, masonry repair, drainage pipe and inlet adjustments, new rigid insulation, flashing, control joints, new curb work, and coordination to roof under existing HVAC equipment.</p> <p>This contract will complete the complete removal and replacement of the 20,000 square foot City Hall roof system and related insulation. The existing roof and insulation (broken into 5 distinct parts) has outlived its useful life and is overdue for replacement. There are significant issues with leaks which has led to damage to the existing insulation, interior systems, and finished ceiling. This replacement will be a complete removal and replacement of the roof and substructure on all 5 of the roof sections. This project will make several adjustments to the drainage on the main roof, bring the building up to current roof insulation standards, and replace the existing roof material with a welded seam membrane roof with a 20-year manufacturer warranty.</p>
Proposed Council Action & Date:	10/24/2022 Contract Approval
Fiscal Impact: Total Cost: 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 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

NA

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?

NA

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

NA

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 project invests in existing an historic piece of City of Spokane infrastructure, extending the life of City Hall and reducing ongoing energy costs, maintenance, and repairs caused by leaks and poor / outdated and failing insulation. This project will provide a cost-effective solution for the replacement of the failing roof while avoiding future costs related to deferred maintenance.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Police Department
Contact Name & Phone	Tom Hendren 625-4049
Contact Email	thendren@spokanepolice.org
Council Sponsor(s)	Councilmembers Kinnear & Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Registered Sex Offender FY22 Grant & SBO
Summary (Background)	<p>Contract with Spokane County to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.</p> <p>A total of \$60,000 is being awarded to be used \$57,000 for salary/benefits and \$3,000 for travel/training.</p> <p>Grant period is 07/01/2022 through 06/30/2023.</p> <p>A special budget ordinance is also requested to appropriate the additional expense and off-setting grant reimbursement.</p>
Proposed Council Action & Date:	Approval of SBO Oct. 31st
Fiscal Impact: Total Cost: <u>\$60,000</u> 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: WASPC through Spokane County Expense Occurrence <input checked="" 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

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety & Judicial 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 Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$60,000.
 - A) Of the increased revenue, \$60,000 is from the Washington Association of Sheriffs & Police Chiefs, through Spokane County, as funding for the Registered Sex Offender (RSO) FY22 grant program.
- 2) Increase appropriation by \$60,000
 - A) Of the increased appropriation, \$57,000 will be used toward salary & benefits of one detective position.
 - B) Of the increased appropriation, \$3,000 will be used toward travel and training related expenses.

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 newly awarded RSO grant funds, 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

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings 509-625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CM Kinnear & CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100- Fleet Services Interfund Fuel SBO
Summary (Background)	Due to a substantial increase in the cost of gasoline and diesel in the last year, Fleet Services is requesting a Special Budget Ordinance to account for an anticipated budget deficiency in Vendor Fuel. This will be funded from Interfund Fuel Revenue.
Proposed Council Action & Date:	Pass SBO 11/14/2022
Fiscal Impact: Total Cost: \$1,298,180 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: Interfund Fuel Revenue Expense Occurrence <input checked="" 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	

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Fleet Services 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 Fleet Services Fund, and the budget annexed thereto with reference to the Fleet Services Fund, the following changes be made:

- 1) Increase revenue by \$1,298,180.
- 2) Of the increased revenue, \$1,298,180 is provided solely for interfund fuel sales.
- 3) Increase appropriation by \$1,298,180.
- 4) Of the increased appropriation, \$1,298,180 is provided solely for vendor fuel.
- (A) This is an increase to the overall appropriation level in the Fleet Services Fund.

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 inflationary cost increase in fuel, 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

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Marcia Davis, 509-625-6398
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Onsite Chlorine Feasibility Study
Summary (Background)	<p>The City of Spokane uses chlorine gas as disinfectant at each of its 8 well stations. Recent circumstances, including the limited supply of chlorine available, have prompted the city to explore the feasibility of generating chlorine onsite and on-demand.</p> <p>The Integrated Capital Management (ICM) department issued an informal RFQ to select a consultant to provide conceptual planning, safety and financial feasibility, and engineering services to retrofit current chlorine gas systems with onsite chlorine generation systems. The engineering consultant Consor (formerly Murraysmith) has been selected. Once negotiated, the scope of work, budget, and agreement between the city and consultant will be brought to council for approval in November.</p>
Proposed Council Action & Date:	<p>None currently. Following negotiations, the consultant contract will be brought to city council for approval.</p> <p>November 21 for Council Action</p>
Fiscal Impact: Total Cost: Between \$125,000 to \$150,000 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: Utility Rates – Water Expense Occurrence <input checked="" 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? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</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?	

N/A – This is a public works project to address clean water service and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 project is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	CHG Contract Amendment
Summary (Background)	Commerce has added additional funds to our Consolidated Homeless Grant, the additional amount is \$358,467. These funds will be distributed to existing grantees
Proposed Council Action & Date:	Please approve receiving \$358,467 in additional CHG funds.
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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: CHG is an ongoing grant program, but this addition will be one time Expense Occurrence <input checked="" 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? This will serve folks experiencing homelessness	
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? We will use CMIS to track data	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will use CMIS to track program effectiveness	

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 proposal aligns with the 5 year strategy to end homelessness

Amendment

Contract Number: 22-46108-30

Amendment Number: B

Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit Consolidated Homeless Grant (CHG)

1. Contractor City of Spokane Community, Housing, and Human Services Department 808 W. Spokane Falls Blvd. Spokane, WA		2. Contractor Doing Business As (optional)	
3. Contractor Representative Biviano, Devin Program Professional – Homelessness dbiviano@spokanecity.org		4. COMMERCE Representative Esmeralda Zavala Montalvo PO Box 42525 Grant Manager 1011 Plum St SE esmeralda.zavala- Olympia, WA 98504-2525 montalvo@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$9,969,518	6. Amendment Amount \$330,761	7. New Contract Amount 10,300,279	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date February 1, 2022	10. Amendment End Date June 30, 2023
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: Adds CHG standard funding.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: CHG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR GRANTEE _____ Jennifer Cerecedes, Director of CHHS _____ Date	FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General _____ 3/20/2014 Date
--	--

Amendment

This Contract is **amended** as follows:

Attachment B

Budget

Budget Categories	Current Contract Amount (and any previous amendments and revisions)	Amendment B	New Total
CHG Standard			
Admin	\$262,692		\$262,692
Rent/Fac Support Lease	\$611,716		\$611,716
Other Rent/Fac Support Lease and Housing Costs	\$89,524		\$89,524
Operations	\$787,348		\$787,348
PSH CHF			
PSH CHF Rent/Fac Support Lease	\$236,500		\$236,500
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$10,000		\$10,000
PSH CHF Operations	\$122,400		\$122,400
HEN SFY 2022 (July 2021-June 2022)			
HEN Admin 2022	\$221,985		\$221,985
HEN Rent/Fac Support and Housing Costs 2022	\$1,852,858		\$1,852,858
HEN Operations 2022	\$1,849,826		\$1,849,826
HEN SFY 2023 (July 2022-June 2023)			
HEN Admin 2023	\$221,985		\$221,985
HEN Rent/Fac Support and Housing Costs 2023	\$1,852,858		\$1,852,858
HEN Operations 2023	\$1,849,826		\$1,849,826
Hotel Leasing and Rapid Re-Housing			
Admin for Hotel Leasing/RRH			
Hotel Leasing/RRH/Operations			
Additional CHG funds		\$330,761	\$330,761
Total	\$9,969,518	\$330,761	\$10,300,279

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Committee Agenda Sheet

PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY

Submitting Department	Neighborhood, Housing and Human Services Division
Contact Name & Phone	Johnnie Perkins, City Administrator x6502
Contact Email	jperkins@spokanecity.org
Council Sponsor(s)	Council President Beggs Council Member Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Neighborhood, Housing and Human Services
Summary (Background)	<ul style="list-style-type: none"> <u>Appointment of Kimberley McCollim as the Director of Neighborhood, Housing and Human Services.</u> <p>Kimberley McCollim was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Neighborhood, Housing and Human Services.</p>
Proposed Council Action & Date:	Confirm the Appointment of Kimberley McCollim to Director of Neighborhood, Housing and Human Services
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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	

RESOLUTION 2022 - _____

A resolution approving the appointment of Kimberley McCollim as the Director of Neighborhood, Housing and Human Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Kimberley McCollim as the Director of Neighborhood, Housing and Human Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Kimberley McCollim as the Director of Neighborhood, Housing and Human Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability (PIES)

Committee

Submitting Department	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Contact Name & Phone	Devin Biviano, x6577
Contact Email	dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO - Treasury Emergency Rental Assistance 1.0 Reallocation
Summary (Background)	<p>This SBO will provide the expense and revenue budget capacity in the Emergency Rental Assistance Grant Fund by \$218,122 to accommodate additional Emergency Rental Assistance (ERA) 1.0 funding provided by the U.S. Department of the Treasury through the reallocation process.</p> <p>The Treasury ERA is part of The U.S. Department of the Treasury's response to the COVID-19 disaster, making available \$25 billion in funds.</p> <p>In October 2021 the Treasury announced it would begin accepting requests from Grantees for reallocated funds; in May 2022 they announced a second round of reallocation availability.</p> <p>The ERA1 statute required reallocated funds would only be available to Grantees that had obligated at least 65% of their ERA1 allocations. Funds are intended to prevent evictions by paying rental arrears, current due rent, future rent, and utilities and home energy costs. The City was awarded an additional \$218,122 to distribute to the citizens of Spokane. The City will be distributing the funding to subrecipients that will be responsible for final distribution to the citizens.</p> <p>The grant has a retroactive start date of March 1, 2021 and an end date of September 20, 2022; however, the deadline to obligate reallocated funds is December 29, 2022.</p>
Proposed Council Action & Date:	<p>CHHS is requesting the approval of the attached SBO related to the acceptance of additional ERA 1.0 funding. This SBO creates budget capacity in order to accept and distribute those funds.</p> <p>November 7, 2022</p>
Fiscal Impact: Total Cost: \$218,122 (revenue and expense, net \$0 impact) 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: U.S. Department of Treasury Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

Households must meet the three federally required initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or housing instability.

The following households must be prioritized:

- Income at or below 50% AMI.
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

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 is collected monthly by partners on forms provided by Treasury. Monthly and Quarterly reporting will continue to be required on the additional reallocation award dollars.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

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

The City of Spokane had obligated nearly 100% of its ERA1 award at the time of the second reallocation announcement, and subsequently applied for additional ERA1 funds in May 2022. CHHS was notified on 07/18/22 that the City of Spokane was awarded an additional \$218,121.99 in ERA1 funds, for rapid distribution to emergency rental assistance applicants by FORWARD (formerly LiveStories) as with the first two rounds of ERA funding.

Treasury is continuing to allow for 10% of the award for administrative fees. The City of Spokane will not be withholding any of the funds for City of Spokane admin costs.

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?

2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan

ORDINANCE NO. C36300

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Emergency Rental Assistance Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$218,122.
 - A) Of the increased revenue, \$218,122 is provided to the City of Spokane for the Emergency Rental Assistance (ERA) 1.0 reallocation from the U.S. Department of the Treasury.
- 2) Increase appropriation by \$218,122.
 - A) Of the increased appropriation, \$218,122 is provided solely for contractual services provided by subrecipients that are responsible for distributing rental assistance funds.

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 additional funding awarded to the City through the U.S. Department of the Treasury's ERA 1.0 reallocation process 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

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability (PIES)

Committee

Submitting Department	CHHS
Contact Name & Phone	Devin Biviano, 509-625-6577
Contact Email	dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0 Contract Amendments for Additional Funding
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the distribution of additional Rental Assistance funds granted by Commerce for the Eviction Rent Assistance Program 2.0 (ERAP 2.0) to community partner agencies. ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. \$5,879,189 was allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund, active between October 2021-June 2023. The City was awarded an additional \$1,725,144. The City will use the funding to continue to prevent evictions by paying rental arrears, current and future rent, and other costs.</p> <p>The additional amounts to be distributed to each of the three applicants, as confirmed by the CHHS Board based on the recommendation of the RFP Committee following their review of applications are:</p> <ul style="list-style-type: none"> - LiveStories: \$1,132,716 - Carl Maxey Center: \$242,082 - Family Promise of Spokane: \$264,089 - = \$1,725,144 additional distributed to partner agencies processing Emergency Rental Assistance applications in City of Spokane
Proposed Council Action & Date:	Please approve the CHHS Board's distribution of ERAP 2.0 funds to partner agencies for disbursement to applicants – October 24 th , 2022
Fiscal Impact: Total Cost: 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: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" 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?	

The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.

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?

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

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

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

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 proposal aligns with the 5-year strategy to end homelessness.



City of Spokane

AGREEMENT AMENDMENT II

Title: Emergency Rental Assistance Program
(ERA1)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and Geocko Inc, d.b.a FORWARD (fka LiveStories) , whose address is 1904 3rd Avenue, Suite 100, Seattle, Washington 98101 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the ERA1; and

WHEREAS, the City, has received additional funds through the U.S. Department of the Treasury (“Treasury”)

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated June 1st, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on October 25th, 2022.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED AND TWENTY ONE DOLLARS and NINETY NINE CENTS (\$218,121.99)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FOUR MILLION FOUR HUNDRED NINETY THREE THOUSAND SEVEN HUNDRED AND FIFTY FOUR DOLLARS and TWENTY FIVE CENTS (\$4,493,754.25)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in ATTACHMENT B {page 26} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Operations	\$4,180,393.22
Administration	\$313,359.05
TOTAL	\$4,493,753.26

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

GRANTEE

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

15050
203071.99

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability (PIES)

Committee

Submitting Department	Community, Housing, and Human Services Department
Contact Name & Phone	Devin Biviano, 509-625-6577
Contact Email	dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO - Eviction Rent Assistance Program 2.0
Summary (Background)	<p>This SBO will provide expense and revenue budget capacity in the Human Services Grants Fund by \$1,725,144 to accommodate additional Eviction Rent Assistance Program (ERAP) 2.0 funding that has been awarded by the Washington St. Department of Commerce.</p> <p>ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. \$5,879,189 was originally allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund. The original funding was intended to be active between October 2021 and June 2023.</p> <p>The City of Spokane has been awarded and additional \$1.725 million in ERAP 2.0 funds. Separate agenda items have been submitted by COVID Program Manager Devin Biviano requesting council approval to accept and distribute the additional funds to the City's rental assistance provider partners. This SBO will allow the City to create budget capacity in order to accept and utilize those funds.</p> <ol style="list-style-type: none"> 1. \$1,638,887 will be awarded to subrecipients that will be responsible for distributing the assistance to the citizens of Spokane. 2. A total of \$86,257 will be used to cover the administrative cost to the City; <ul style="list-style-type: none"> - \$35,170 for City employee salaries, - \$38,730 for City employee benefits, - \$12,357 for City indirect costs.
Proposed Council Action & Date:	<p>CHHS is requesting the approval of the attached SBO related to the acceptance of the ERAP 2.0 Grant. This SBO creates budget capacity in order to accept and distribute those funds.</p> <p>November 7, 2022</p>
Fiscal Impact: Total Cost: \$1,725,144 (revenue and expense, net \$0 impact) 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: Washington State Department of Commerce Expense Occurrence <input checked="" 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?

The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.

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?

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

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

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

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 proposal aligns with the 5-year strategy to end homelessness.

ORDINANCE NO. C36301

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Human Services Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$1,725,144.
 - A) Of the increased revenue, \$1,725,144 is provided to the City of Spokane for the Eviction Rent Assistance Program (ERAP) 2.0 grant from the Washington State Department of Commerce.
- 2) Increase appropriation by \$1,725,144.
 - A) Of the increased appropriation, \$1,638,887 is provided solely for contractual services provided by subrecipients that are responsible for distributing rental assistance funds.
 - B) Of the increased appropriation, \$86,257 is provided solely for the City's administration of ERAP 2.0.

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 additional funding awarded to the City of Spokane from the Washington State Department of Commerce through the Emergency Rent Assistance Program 2.0, 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

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Streets
Contact Name & Phone	Clint Harris 625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Street Department Ice Kicker Purchasing Consent
Summary (Background)	<p>The Street Department is seeking approval for the purchase of Ice Kicker at a cost not to exceed \$115,000.</p> <p>This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Used primarily in the CBD area and is purchased off the state contract.</p>
Proposed Council Action & Date:	PIES Consent Agenda Approval 10/24/2022
Fiscal Impact: \$115,000.00 Total Cost: <u>\$115,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <u>N/a</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
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? <u>N/A</u>	

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Streets
Contact Name & Phone	Clint Harris 625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Street Department Road Salt Value Blanket Renewal
Summary (Background)	<p>The Street Department is seeking approval for the renewal of a value blanket contract with Salt Distributors Inc. to purchase Road Salt at a cost not to exceed \$140,000.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier. This was quoted out in 2018 with an original one year Value Blanket Order with four one year renewals available. This is the fourth renewal.</p>
Proposed Council Action & Date:	PIES Consent Agenda Approval 10/24/2022
Fiscal Impact: \$140,000.00 Total Cost: <u>\$140,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <u>N/a</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
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? <u>N/A</u>	

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	Finance (on behalf of multiple funds/departments)																																																		
Contact Name & Phone	Jacob Miller x6421																																																		
Contact Email	jmillier@spokanecity.org																																																		
Council Sponsor(s)	Councilmembers Kinnear & Bingle																																																		
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5:00																																																		
Agenda Item Name	Local 270 Labor Agreement – Retroactive Wages & Wage Increase SBO																																																		
Summary (Background)	<p>The labor agreement between the City and Local 270 expired 12/31/2020. The City reached an agreement for the time period covering 1/1/2021 through 12/31/2025. On 7/11/2022 the Spokane City Council approved the new contract. The contract included the following wage increases by year:</p> <ul style="list-style-type: none"> - 2021: 4.0% increase effective 7/1/2021 - 2022: 5.0% increase effective 7/1/2022 - 2023: 5.0% increase effective 7/1/2023 - 2024: 5.0% increase effective 10/1/2024 - 2025: 2.5%/4.0% (min/max) increase effective 7/1/2025 <p>The wage increases from 7/1/2021 and the first half of 2022 were retroactively incurred and paid to employees in 2022. <u>This SBO provides funding in 2022 for these retroactive costs and the estimated increased cost of remaining wages in 2022</u> in the total amount of \$5,542,042.</p> <p>Below is a summary of retroactive wages paid in 2022 by fund:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #4a7ebb; color: white;"> <th style="text-align: left;">Fund</th><th style="text-align: right;">Retro & Current Wages</th></tr> </thead> <tbody> <tr><td>0100 - General Fund</td><td style="text-align: right;">\$ 1,124,745</td></tr> <tr><td>1100 - Street Fund</td><td style="text-align: right;">464,054</td></tr> <tr><td>1200 - Code Enforcement Fund</td><td style="text-align: right;">76,161</td></tr> <tr><td>1400 - Parks & Recreation Fund</td><td style="text-align: right;">282,396</td></tr> <tr><td>1460 - Parking Meter Revenue Fund</td><td style="text-align: right;">57,729</td></tr> <tr><td>1625 - Public Safety Personnel and Crime Reduction Fund</td><td style="text-align: right;">14,783</td></tr> <tr><td>1680 - Community Development/Human Services Operations Fund</td><td style="text-align: right;">10,736</td></tr> <tr><td>1970 - Fire/Emergency Medical Services Fund</td><td style="text-align: right;">50,158</td></tr> <tr><td>4100 - Water Division Fund</td><td style="text-align: right;">793,853</td></tr> <tr><td>4250 - Integrated Capital Management Fund</td><td style="text-align: right;">6,206</td></tr> <tr><td>4300 - Sewer Fund</td><td style="text-align: right;">878,799</td></tr> <tr><td>4480 - Solid Waste Fund</td><td style="text-align: right;">1,034,856</td></tr> <tr><td>4600 - Golf Fund</td><td style="text-align: right;">51,876</td></tr> <tr><td>4700 - Development Services Center Fund</td><td style="text-align: right;">184,292</td></tr> <tr><td>5100 - Fleet Services Fund</td><td style="text-align: right;">192,691</td></tr> <tr><td>5200 - Public Works and Utilities Fund</td><td style="text-align: right;">77,920</td></tr> <tr><td>5300 - Innovation Technology Fund</td><td style="text-align: right;">59,776</td></tr> <tr><td>5400 - Reprographics Fund</td><td style="text-align: right;">16,409</td></tr> <tr><td>5600 - Accounting Services Fund</td><td style="text-align: right;">61,995</td></tr> <tr><td>5700 - My Spokane Fund</td><td style="text-align: right;">42,030</td></tr> <tr><td>5810 - Workers' Compensation Fund</td><td style="text-align: right;">8,413</td></tr> <tr><td>5900 - Facilities Management Operations Fund</td><td style="text-align: right;">47,094</td></tr> <tr><td>6060 - Employees' Retirement Fund</td><td style="text-align: right;">5,069</td></tr> <tr style="background-color: #4a7ebb; color: white;"> <td>Grand Total</td><td style="text-align: right;">\$ 5,542,042</td></tr> </tbody> </table>	Fund	Retro & Current Wages	0100 - General Fund	\$ 1,124,745	1100 - Street Fund	464,054	1200 - Code Enforcement Fund	76,161	1400 - Parks & Recreation Fund	282,396	1460 - Parking Meter Revenue Fund	57,729	1625 - Public Safety Personnel and Crime Reduction Fund	14,783	1680 - Community Development/Human Services Operations Fund	10,736	1970 - Fire/Emergency Medical Services Fund	50,158	4100 - Water Division Fund	793,853	4250 - Integrated Capital Management Fund	6,206	4300 - Sewer Fund	878,799	4480 - Solid Waste Fund	1,034,856	4600 - Golf Fund	51,876	4700 - Development Services Center Fund	184,292	5100 - Fleet Services Fund	192,691	5200 - Public Works and Utilities Fund	77,920	5300 - Innovation Technology Fund	59,776	5400 - Reprographics Fund	16,409	5600 - Accounting Services Fund	61,995	5700 - My Spokane Fund	42,030	5810 - Workers' Compensation Fund	8,413	5900 - Facilities Management Operations Fund	47,094	6060 - Employees' Retirement Fund	5,069	Grand Total	\$ 5,542,042
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Proposed Council Action & Date:	<p>Approval of this Special Budget Ordinance in order to fund retroactive wages in each impacted fund.</p> <p>November 7, 2022</p>																																																		

Fiscal Impact:

Total Cost: \$5,542,042

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Unappropriated fund balance (multiple funds)

Expense Occurrence ☒ One-time ☐ Recurring

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

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

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$1,174,903.
- A) Of the increased appropriation, \$1,124,745 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) Of the increased appropriation, \$50,158 is provided solely for an operating transfer-out to the Fire/EMS fund for the cost of retroactive wages related to the recently approved 270 labor agreement.
- C) The increased appropriation is funded by the General Fund's unappropriated fund balance.

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

- 1) Increase the appropriation by \$464,054.
- A) Of the increased appropriation, \$464,054 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Street Fund's unappropriated fund balance.

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

- 1) Increase the appropriation by \$76,161.
- A) Of the increased appropriation, \$76,161 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Code Enforcement Fund's unappropriated fund balance.

Section 4. That in the budget of the Parks and Recreation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$282,396.
- A) Of the increased appropriation, \$282,396 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Parks and Recreation Fund's unappropriated fund balance.

Section 5. That in the budget of the Parking Meter Revenue Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$57,729.
- A) Of the increased appropriation, \$57,729 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.

- B) The increased appropriation is funded by the Parking Meter Revenue Fund's unappropriated fund balance.

Section 6. That in the budget of the Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$14,783.
- A) Of the increased appropriation, \$14,783 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Public Safety Personnel and Crime Reduction Fund's unappropriated fund balance.

Section 7. That in the budget of the Community Development/Human Services Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$10,736.
- A) Of the increased appropriation, \$10,736 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Community Development/Human Services Operations Fund's unappropriated fund balance.

Section 8. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$50,158.
- A) Of the increased revenue, \$50,158 is provided solely as an operating transfer-in from the General Fund.
- 2) Increase the appropriation by \$50,158.
- A) Of the increased appropriation, \$50,158 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.

Section 9. That in the budget of the Water Division Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$793,853.
- A) Of the increased appropriation, \$793,853 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Water Division Fund's unappropriated fund balance.

Section 10. That in the budget of the Integrated Capital Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$6,206.
- A) Of the increased appropriation, \$6,206 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Integrated Capital Management Fund's unappropriated fund balance.

Section 11. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$878,799.
- A) Of the increased appropriation, \$878,799 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Sewer Fund's unappropriated fund balance.

Section 12. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$1,034,856.
- A) Of the increased appropriation, \$1,034,856 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Solid Waste Fund's unappropriated fund balance.

Section 13. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$51,876.
- A) Of the increased appropriation, \$51,876 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Golf Fund's unappropriated fund balance.

Section 14. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$184,292.
- A) Of the increased appropriation, \$184,292 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Development Services Center Fund's unappropriated fund balance.

Section 15. That in the budget of the Fleet Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$192,691.
- A) Of the increased appropriation, \$192,691 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Fleet Services Fund's unappropriated fund balance.

Section 16. That in the budget of the Public Works and Utilities Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$77,920.
- A) Of the increased appropriation, \$77,920 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Public Works and Utilities Fund's unappropriated fund balance.

Section 17. That in the budget of the Innovation Technology Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$59,776.
- A) Of the increased appropriation, \$59,776 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Innovation Technology Fund's unappropriated fund balance.

Section 18. That in the budget of the Reprographics Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$16,409.
- A) Of the increased appropriation, \$16,409 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.

- B) The increased appropriation is funded by the Reprographics Fund's unappropriated fund balance.

Section 19. That in the budget of the Accounting Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$61,995.
- A) Of the increased appropriation, \$61,995 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Accounting Services Fund's unappropriated fund balance.

Section 20. That in the budget of the My Spokane Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$42,030.
- A) Of the increased appropriation, \$42,030 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the My Spokane Fund's unappropriated fund balance.

Section 21. That in the budget of the Workers' Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$8,413.
- A) Of the increased appropriation, \$8,413 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Workers' Compensation Fund's unappropriated fund balance.

Section 22. That in the budget of the Facilities Management Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$47,094.
- A) Of the increased appropriation, \$47,094 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Facilities Management Operations Fund's unappropriated fund balance.

Section 23. That in the budget of the Employees' Retirement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$5,069.
- A) Of the increased appropriation, \$5,069 is provided solely for the retroactive wages related to the recently approved 270 labor agreement.
- B) The increased appropriation is funded by the Employees' Retirement Fund's unappropriated fund balance.

Section 24. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for prior year costs related to the recently approved Local 270 labor agreement, 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

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability (PIES)

Submitting Department	Planning & Economic Development
Contact Name & Phone	Kevin Freibott (x6184)
Contact Email	kfreibott@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear & CP Breean Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2022 Comprehensive Plan Amendments
Summary (Background)	<p>Each year, generally, the City accepts applications from private individuals and City departments for Comprehensive Plan Amendments. This year the City Council added seven such proposals to the docket and staff has processed these according to the requirements of SMC 17G.020. These proposals have been considered by the Plan Commission and recommendations have to Council have been made.</p> <p>Following a presentation to Council during the October 6 Study Session, Staff has prepared draft ordinances for the seven applications for Council consideration.</p> <p>More information on this year's proposals and their processing is available at https://my.spokanecity.org/projects/2021-2022-proposed-comprehensive-plan-amendments/</p>
Proposed Council Action & Date:	<p>Staff requests Council support to bring forward seven draft Ordinances for City Council Consideration for the following applications:</p> <ul style="list-style-type: none"> File Z21-280COMP (Cora Ave)—Land Use/Zoning Change File Z21-281COMP (Freya St)—Land Use/Zoning Change File Z21-282COMP (31st Ave)—Land Use/Zoning Change File Z21-283COMP (27th Ave)—Land Use/Zoning Change File Z21-284COMP (Francis Ave)—Land Use/Zoning Change File Z22-097COMP (Map TR-5)—Bike Map Changes File Z22-098COMP (Map TR-12)—Arterial Map Changes <p>Draft Ordinance language for each is attached, commensurate with Plan Commission recommendations on each.</p>
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: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) <i>None.</i>	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

Many of these proposals would increase the number of residential units allowed for construction in the City; helping to address the City's housing crisis.

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?

These are minor map amendments in the City and do not represent policy or program changes. Each is consistent with current policy and will not adversely affect existing programs.

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

These are minor map amendments in the City and do not represent policy or program changes. Each is consistent with current policy and will not adversely affect existing programs.

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?

Amendments to the Comprehensive Plan help to ensure the plan remains 'alive' and responsive to the changing development environment in the City. Furthermore, several of these proposals could result in increased housing development in the City, helping to address the ongoing housing crisis in the City.

Ordinance No. _____

AN ORDINANCE RELATING TO APPLICATION FILE Z21-280COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "RESIDENTIAL 15-30" FOR APPROXIMATELY 19.01 ACRES LOCATED AT 440 W CORA AVE (PARCEL 35064.3612), 516 W CORA AVE (PARCEL 35064.3613), 3426 N POST ST (PARCEL 35063.2005), AND 139 W GRAY COURT (PARCEL 35064.3801) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "RESIDENTIAL MULTIFAMILY (RMF)" AND "RESIDENTIAL MULTIFAMILY, 55-FOOT HEIGHT LIMIT (RMF-55).

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z21-280COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z21-280COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 19.01 acres from "Residential 4-10" to "Residential 15-30"; if approved, the implementing zoning destination requested is "Residential Multifamily (RMF)" for two parcels (35063.2005 & 35064.3801) and "Residential Multifamily, 75-foot height limit (RMF-75)" for the remaining two parcels (35064.3612 & 35064.3613); and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on June 8, 2022; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Application Z21-280COMP reviewed all the criteria relevant to consideration of the application was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 31, 2022 and September 7, 2022; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 31, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z21-280COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z21-280COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Application Z21-280COMP, conditioned upon their recommendation to amend the height maximum for parcels 35064.3612 & 35064.3613 to 55 feet instead of 75 feet; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the median home price in Spokane County has increased over 26% in a single year, reaching \$430,000 in April of this year; and

WHEREAS, a recent study by the Spokane Association of Realtors estimates a shortage of 32,000 housing units within the Spokane region needed to meet current levels of housing demand, and finds that less than 15 percent of employed residents can afford to buy a home; and

WHEREAS, average rents in Spokane increased over 9% during the last year according to data from the Washington Center for Real Estate Research; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES-2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of the strategies and actions recommended in the Housing Action Plan and to encourage construction of more housing within Spokane; and

WHEREAS, the Plan Commission's recommendation, if adopted by the City Council, will create opportunities for increased residential building capacity that is compatible with the surrounding residential areas; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z21-280COMP is approved.
2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 4-10" to "Residential 15-30" for 19.01 acres, as shown in Exhibits A and B.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Single Family" to "Residential Multifamily (RMF)" for parcels 35063.2005 & 35064.3801 and "Residential Multifamily, 55-foot height limit (RMF-55)" for parcels 35064.3612 & 35064.3613, as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Ordinance No. _____

AN ORDINANCE RELATING TO APPLICATION FILE Z21-281COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 10-20" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 1.6 ACRES LOCATED AT 514 S FREYA STREET (PARCEL 35222.4802), 510 S FERRALL STREET (PARCEL 35222.4702), 514 S FERRALL STREET (PARCEL 35222.4703), 515 S FERRALL STREET (PARCEL 35222.4815), 519 S FERRALL STREET (PARCEL 35222.4814), 520 S FERRALL STREET (PARCEL 35222.4704), 3428 E 5TH AVENUE (PARCEL 35222.4701), 3502 E 5TH AVENUE (PARCEL 35222.4817), AND 3512 E 5TH AVENUE (PARCEL 35222.4816) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL TWO FAMILY (RTF)" TO "COMMUNITY BUSINESS, 55-FOOT HEIGHT LIMIT (CB-55)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z21-281COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z21-281COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for approximately 1.6 acres from "Residential 10-20" to "General Commercial"; if approved, the implementing zoning destination requested is "Community Business, 55-foot height limit (CB-55)"; and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on June 8, 2022; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Application Z21-281COMP reviewed all the criteria relevant to consideration of the application was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 31, 2022 and September 7, 2022; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 31, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z21-281COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z21-281COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Application Z21-281COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z21-281COMP is approved.
2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from “Residential 10-20” to “General Commercial” for approximately 1.6 acres, as shown in Exhibits A and B.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from “Residential Two Family (RTF)” to “Community Business, 55-foot height limit (CB-55),” as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Ordinance No. _____

AN ORDINANCE RELATING TO APPLICATION FILE Z21-282COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "CENTER AND CORRIDOR TRANSITION" FOR APPROXIMATELY 6.04 ACRES LOCATED AT 2402 E 31ST AVENUE (PARCEL 35331.0017) AND 2502 E 31ST AVENUE (PARCEL 35331.0014) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "MIXED USE TRANSITION ZONE (CC4)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z21-282COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z21-282COMP sought to amend the Land Use Plan Map of the City's Comprehensive Plan for 6.04 acres from "Residential 4-10" to "Residential 15-30" with an implementing zoning designation of "Residential Multi-Family"; and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on June 22, 2022 and during the workshop requested information and analysis regarding a "Center and Corridor Transition" land use designation with implementing zoning of "Mixed-Use Transition Zone (CC4); and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Application Z21-282COMP reviewed all the criteria relevant to consideration of the application was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 31, 2022 and September 7, 2022; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 31, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z21-282COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z21-282COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Application Z21-282COMP, conditioned upon their recommendation to modify the application to a Land Use Plan Map designation to Centers and Corridors Transition with implementing zoning of Mixed Use Transition Zone (CC4); and

WHEREAS, RCW 36.70A.600(1) encourages the City to take an number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES-2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and

families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the median home price in Spokane County has increased over 26% in a single year, reaching \$430,000 in April of this year; and

WHEREAS, a recent study by the Spokane Association of Realtors estimates a shortage of 32,000 housing units within the Spokane region needed to meet current levels of housing demand, and finds that less than 15 percent of employed residents can afford to buy a home; and

WHEREAS, average rents in Spokane increased over 9% during the last year according to data from the Washington Center for Real Estate Research; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES-2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of the strategies and actions recommended in the Housing Action Plan and to encourage construction of more housing within Spokane; and

WHEREAS, LU 1.3 of the City's Comprehensive Plan encourages protection of the character of residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors, and provides that Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities; and

WHEREAS, a Land Use Plan Map designation of Centers and Corridors Transition with implementing zoning of Mixed Use Transition Zone (CC4) will create opportunities for complementary development that is compatible with the surrounding residential areas and will provide an opportunity for additional housing to support the adjoining Lincoln Heights District Center; and

WHEREAS, approval of the application as modified will increase the City's residential building capacity as encouraged by RCW 36.70A.600(1); and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z21-282COMP is approved subject to the modification recommended by the Plan Commission.
2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 4-10" to "Center and Corridor Transition" for approximately 6.04 acres, as shown in Exhibits A and B.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Single Family" to "Mixed Use Transition Zone (CC4)," as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Ordinance No. _____

AN ORDINANCE RELATING TO APPLICATION FILE Z21-283COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 10-20" TO "RESIDENTIAL 15-30" FOR APPROXIMATELY 0.95 ACRES LOCATED AT 2531/2533 E 27TH AVENUE (PARCEL 35284.0307), 2537/2539 E 27TH AVENUE (PARCEL 35284.0308), 2603/2605 E 27TH AVENUE (PARCEL 35284.0309), 2609/2611 E 27TH AVENUE (PARCEL 35284.0310), AND 2621/2623 E 27TH AVENUE (PARCEL 35284.0174) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL TWO FAMILY (RTF)" TO "RESIDENTIAL MULTIFAMILY (RMF)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z21-283COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z21-283COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for approximately 0.95 acres from "Residential 10-20" to "Residential 15-30"; if approved, the implementing zoning destination requested is "Residential Multifamily (RMF)"; and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on June 22, 2022; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Application Z21-283COMP reviewed all the criteria relevant to consideration of the application was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 31, 2022 and September 7, 2022; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 31, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z21-283COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z21-283COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Application Z21-283COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z21-283COMP is approved.

2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from “Residential 10-20” to “Residential 15-30” for 0.95 acres, as shown in Exhibits A and B.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from “Residential Two Family (RTF)” to “Residential Multifamily (RMF),” as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Ordinance No. _____

AN ORDINANCE RELATING TO APPLICATION FILE Z21-284COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.45 ACRES LOCATED AT 801 W FRANCIS AVENUE (PARCEL 36312.0216), 6228 N MONROE STREET (PARCEL 36312.0822), AND 6211 N WALL STREET (PARCEL 36312.0503) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE RETAIL, 35-FOOT HEIGHT LIMIT (OR-35)" AND "OFFICE, 35-FOOT HEIGHT LIMIT (O-35)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z21-284COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z21-284COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 0.55 acres from "Residential 4-10" to "Office"; if approved, the implementing zoning destination requested is "Office Retail, 35-foot height limit (OR-35)" for parcel 36312.0216 and "Office, 35-foot height limit (O-35)" for three parcels (36312.0503, 36312.0703, and 36312.0822); and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on July 13, 2022; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Application Z21-284COMP reviewed all the criteria relevant to consideration of the application was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 31, 2022 and September 7, 2022; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 31, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z21-284COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z21-284COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Application Z21-284COMP, conditioned upon their recommendation that parcel 36312.0703 (at 6216 N Lincoln St), added to the proposal by City Council during the docketing process, remain unchanged; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z21-284COMP is approved.
2. Amendment of the Land Use Map. Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from “Residential 4-10” to “Office” for approximately 0.45 acres, as shown in Exhibits A and B.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from “Residential Single Family” to “Office Retail, 35-foot height limit (OR-35)” for parcel 35312.0216 and “Office, 35-foot height limit (O-35)” for parcels 36312.0503 & 35312.0822, as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Ordinance No. _____

AN ORDINANCE RELATING TO PROPOSAL FILE Z22-097COMP AMENDING MAP TR-5, PROPOSED BIKE NETWORK MAP, OF CHAPTER 4 OF THE CITY'S COMPREHENSIVE PLAN FOR VARIOUS PUBLIC RIGHTS-OF-WAY CITYWIDE.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, map amendment proposal Z22-097COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, proposal Z22-097COMP seeks to amend the Proposed Bike Network Map of the City's Comprehensive Plan for bicycle facilities for various public rights-of-way citywide; and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the proposal on May 25, 2022; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Proposal Z22-097COMP reviewed all the criteria relevant to consideration of the proposal was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the proposal was published on August 31, 2022 and September 7, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Proposal Z22-097COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Proposal Z22-097COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Proposal Z22-097COMP, conditioned upon their recommendation that “modification 3,” changes to Washington Street, remain a part of the proposal; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Proposal. Proposal Z22-097COMP is approved as originally submitted.
2. Amendment of the Proposed Bike Network Map. Comprehensive Plan Map TR-5, Proposed Bike Network Map, is amended as shown in Exhibit A.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Ordinance No. _____

AN ORDINANCE RELATING TO PROPOSAL FILE Z22-098COMP AMENDING MAP TR12 IN CHAPTER 4, ARTERIAL NETWORK MAP, OF THE CITY'S COMPREHENSIVE PLAN FOR ARTERIAL NETWORK CITYWIDE, AMENDING THE TEXT OF CHAPTER 4 OF THE COMPREHENSIVE PLAN DISCUSSING THE US 195 CORRIDOR, AND AMENDING THE ARTERIAL STREET MAP IN SPOKANE MUNICIPAL CODE 12.08.040.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment proposal Z22-098COMP was submitted in a timely manner for review during the City's 2021/2022 Comprehensive Plan amendment cycle; and

WHEREAS, Proposal Z22-098COMP seeks to amend Map TR12 in Chapter 4 of the Comprehensive Plan to update and keep current arterial network designation, along with a text change in Chapter 4 of the Comprehensive Plan discussing the US 195 Corridor; and

WHEREAS, staff requested comments from agencies and departments on April 15, 2022, and a public comment period ran from May 25, 2022 to July 25, 2022; and

WHEREAS, the Spokane Plan Commission held a workshop to study the proposal on May 25, 2022; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 23, 2022; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 22, 2022 for the amendment to the Comprehensive Plan, the comment period for which ended on September 13, 2022; and

WHEREAS, a staff report for Proposal Z22-098COMP reviewed all the criteria relevant to consideration of the proposal was published on August 23, 2022 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the proposal was published on August 31, 2022 and September 7, 2022; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 14, 2022, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on September 27, 2022; and

WHEREAS, the Spokane Plan Commission continued the public hearing on September 28, 2022, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Proposal Z22-098COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Proposal Z22-098COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 7 to 0 (with 1 abstention) to recommend approval of Proposal Z22-098COMP, conditioned upon their recommendation that G Street remain unchanged; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Proposal. Proposal Z22-098COMP is approved as amended.
2. Amendment of the Arterial Network Map. Spokane Comprehensive Plan Map TR-12, Arterial Network Map is amended as shown in Exhibit A, except for changes shown to G street (Exhibit A, p. 2).
3. Amendment to text in Chapter 4. Page 4-51 of the Spokane Comprehensive Plan is amended as follows:

US 195 Corridor

A part of the National Highway System, US 195 supports an array of transportation demands including international, interstate, and interregional commerce. This highway is the regional transportation link of people and goods between Lewiston, Idaho and Spokane, Washington.

Throughout the corridor there are numerous locations where growth is anticipated, primarily in the form of residential developments. The increased traffic associated with this growth will continue to intensify congestion and traffic safety concerns.

The City of Spokane (~~has identified several projects along the entire I-195 corridor within the city that will require future study. The study will be a collaborative effort between the city and WSDOT and will utilize a least-cost planning approach in identifying practical solutions for future corridor needs and improvements~~), WSDOT, and SRTC joined together to complete the US 195/I-90 Transportation Study in 2021. The study identified practical solutions that all agencies could agree on, with a focus on reducing the volume using the substandard NB 195 to EB I-90 ramp. The projects include: J-turns at US 195/Meadowlane and US 195/Hatch Roads, turn restrictions at US 195/16th, reconnection of Inland Empire Way to US 195 and reconstruction of some segments, construction of Lindeke from Thorpe to 16th, improvement of Marshall Road from Thorpe to 44th, restriping the commercial part of Cheney-Spokane Road, shared-use pathway on Cheney-Spokane from Qualchan Drive to the interchange, additional frontage roads between Qualchan and Hatch and establishment of transit service in the area.

4. Amendment to the Arterial Street Map. The arterial street map in SMC 12.08.040 is amended as described in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	Chris Averyt, 625-6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract amendment/extension for transportation and disposal of ash and bypass waste from the WTE.
Summary (Background)	<p>The City entered into a contract with Regional Disposal Company (RDC) for transportation and disposal services for ash, bypass and non-processible waste at RDC's landfill in Klickitat County, WA.</p> <p>The seven (7) year contract period, which spanned from Nov. 17, 2014 to Nov. 16, 2021, allowed for three (3) additional one (1) year extensions. This would be the second of those extensions, from Nov. 17, 2022 through Nov. 16, 2023. Historically, the rates for disposal per the contract have been adjusted annually based on Consumer Price Index (CPI) increases. The first contract extension was amended to allow for a fixed price increase of 3% instead of the CPI increase. Due to current market conditions, the pricing for this term will return to the standard CPI index percentage increase which is 8.3%.</p> <p>The rate per ton for ash disposal will increase from \$57.17 to \$60.01 and the rate per ton for bypassed/non-processible waste will increase from \$55.41 to \$62.50. The estimated annual cost for this amendment/extension is \$10M including taxes.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>????</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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?

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Desiccant air dryer purchase for the WTE
Summary (Background)	<p>The Waste to Energy Facility had planned to purchase and install a new air dryer system in the 2023 Capital Plan. The existing air dryer at the facility will be replaced with one capable of handling the entire plants air needs. Without it, the majority of the process equipment does not see the benefit of the dry air. This has led to a history of premature component failure and has inflated Repairs & Maintenance (R&M) costs.</p> <p>On August 25, 2022 bidding closed on RFQ 5718-22 for the purchase of a zero purge, desiccant air dryer. Three responses were received from Atlas Copco Compressors (Rock Hill, SC), Liftnow Automotive Equipment Corp (Yorktown heights, NY) and Rogers Machinery (Spokane, WA). Of the three responses received, Atlas Copco was the only respondent that was able to provide equipment with the required specifications. The cost of the purchase is \$158,660.40 including tax and delivery.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$158,660</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input checked="" 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?

The decision to procure this product at the specifications listed in the RFP was a result of extensive research and calculation made by the WTE' Mechanical Engineer.

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 acquisition of this product will enhance the quality and quantity of compressed air used at the WTE. The funding is in the CIP and supports the SAP by improving the efficiency of the operations.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Purchase of a Rotary Screw Compressor for the WTE
Summary (Background)	<p>The Waste to Energy Facility had planned to purchase and install a new air compressor in the 2023 Capital Plan. The existing air compressors are undersized for the plant's needs which necessitates twice per year rental of diesel driven compressors and associated equipment during scheduled maintenance operations. This replacement will reduce operating costs by eliminating the need for this rental once installed.</p> <p>On August 29, 2022 bidding closed on ITB 5719-22 for the purchase of an oil free, rotary screw air compressor. Two responses were received from Atlas Copco Compressors, LLC (Rock Hill, SC) and Nwestco (Spokane Valley, WA). Atlas Copco Compressors, LLC was the only respondent that was able to provide equipment with the required specifications. The total cost of this purchase is \$433,259.74 including tax and delivery.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$433,259.74</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input checked="" 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?

The decision to procure this product at the specifications listed in the RFP was a result of extensive research and calculation made by the WTE' Mechanical Engineer.

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 acquisition of this product will enhance the quality and quantity of compressed air used at the WTE. The funding is in the CIP and supports the SAP by improving the efficiency of the operations.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket renewal for compressor rentals at the WTE
Summary (Background)	<p>Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure. RFQ 5119-19 was issued for these rental services and closed to bidding on September 30, 2019. Atlas Copco of Arlington, WA was the only response received and was determined to be a responsive and responsible bidder.</p> <p>The initial value blanket was from January 1, 2020 spanning thru December 31, 2020 with the option of four (4) additional one-year renewals. This will be the third renewal and will span from January 1, 2023 through December 31, 2023 with an annual cost not to exceed \$135,000.00 including taxes. The facility is in the process of purchasing new compressors which will make it so that this expense will not be needed going forward, however, they will not be delivered or installed until later in 2023 so this value blanket is needed until they are operational.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$135,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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?

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket renewal for OEM bridge crane replacement parts
Summary (Background)	<p>The Waste to Energy Facility recently replaced two bridge cranes with WEMCO brand cranes. In order to have a readily available supply of replacement parts on hand in the event of a failure, or for maintenance needs.</p> <p>On October 15, 2020 bidding closed on RFQ 5338-20 for the as-needed purchase of new, OEM, mechanical replacement parts for the refuse crane system. WEMCO Inc. (Spokane, WA) was the only response received. The value blanket award was for one year from December 1, 2020 through November 30, 2021 with the option of four (4) additional one-year renewals. This will be the second renewal and will span from December 1, 2022 through November 30, 2023, with a cost of \$160,000.00 including tax. Pricing for this renewal has been increased by roughly 18% so the annual cost has been increased to reflect that.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$165,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 and 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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 service supports the safe, effective, and efficient operation of the COS WTE. Maintaining the Cranes in optimum conditions support the intent of the SAP.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for preventative maintenance/inspections on the bridge cranes at the WTE.
Summary (Background)	<p>The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. Even though the cranes are new, they still require preventative maintenance and quarterly inspections to ensure they continue operating safely.</p> <p>On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The initial contract ran from January 1, 2020 through December 31, 2020, with the option of four (4) additional one-year renewals. This will be the third renewal running from January 1, 2023 through December 31, 2023 with an annual cost not to exceed \$100,000.00 including tax.</p>
Proposed Council Action & Date:	Consent to proceed 10/24/22
Fiscal Impact: Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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 service supports the safe, effective, and efficient operation of the COS WTE. Maintaining the Cranes in optimum conditions support the intent of the SAP.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for crane, hoist, trolley and lifeline preventative maintenance and inspections at the WTE
Summary (Background)	<p>The WTE Facility utilizes cranes in many different areas, including double girder top-riding cranes, in-house monorail cranes and two lifeline cranes in its operations. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.</p> <p>On September 30, 2019 bidding closed on PW ITB 5101-19 for these services on all of the cranes excluding the two new refuse-handling bridge cranes. WEMCO, Inc. of Spokane, WA was the only response received. The initial contract award spanned from January 1, 2020 through December 31, 2020, with the option of four (4) additional one-year renewals and a cost not to exceed \$60,000.00 including tax. This will be the third renewal and will span from January 1, 2023 through December 31, 2023 with an additional cost not to exceed \$60,000.00 including tax.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$60,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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 service supports the safe, effective, and efficient operation of the COS WTE. Maintaining the Cranes in optimum conditions support the intent of the SAP.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for offsite grapple repairs for the WTE
Summary (Background)	<p>The grapples used on the cranes at the WTE facility operate in a 24/7 environment transporting municipal solid waste. As part of the facilities maintenance program, the grapples are rotated out annually and refurbished. Without a backup grapple, a failure would result in an unplanned boiler shut down.</p> <p>On Oct. 16, 2020, bidding closed on ITB 5342-20 for this as-needed annual requirement for offsite grapple rebuilding. There were three (3) responses received; Foust Fabrication Co. (Colville, WA), K&N Electric Motors, Inc. (Spokane Valley, WA) and WEMCO Inc. (Spokane, WA). Foust Fabrication Co. was the lowest cost, responsive and responsible bidder and was awarded a one year contract, from Dec. 1, 2020 through Nov. 30, 2021 with the option of four (4) additional one-year renewals. This will be the second renewal and span from Dec. 1, 2022 through Nov. 30, 2023 with an additional cost not to exceed \$85,000.00 excluding taxes. Rates for this renewal are to remain unchanged.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$85,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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 service supports the safe, effective and efficient operation of the COS WTE. Maintaining the Grapple in optimum conditions support the intent of the SAP.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for offsite rebuild of hydraulic and pneumatic cylinders for the WTE.
Summary (Background)	<p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>On Oct. 18, 2021, bidding closed on IRFP 5525-21 for the off site rebuild of hydraulic and pneumatic cylinders using OEM parts and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, of Spokane Valley, WA, was the only response received. The initial contract award was for one year, spanning from Jan. 1, 2022 to Dec. 31, 2022, with the option of four (4) additional one-year renewals. This will be the first renewal and will span from Jan. 1, 2023 through Dec. 31, 2023 with a total annual cost not to exceed \$100,000.00 including taxes. Rates are to remain unchanged.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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 service supports the safe, effective, and efficient operation of the COS WTE. Maintaining the numerous cylinders and air actuators throughout the WTE Facility in optimum conditions support the intent of the SAP.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket renewal for the purchase of Hydrochloric Acid (HCL)
Summary (Background)	<p>Hydrochloric Acid (HCL) is used for the regeneration of the resin in the demineralized water system that provides water to the boilers at the WTE.</p> <p>On September 30, 2019, bidding closed on ITB 5063-19 for the as-needed annual requirement of Hydrochloric Acid (HCL). Four (4) responses were received and Northstar Chemical, Inc. (Sherwood, OR) was the low cost bidder. The initial value blanket award was for three (3) years from Jan. 1, 2020 through Dec. 31, 2022, with the option of two additional one-year renewals and a total cost not to exceed \$130,000.00. This will be the first renewal and will span from Jan. 1, 2023 through Dec. 31, 2023 with an additional cost not to exceed \$67,300.00 plus tax.</p> <p>Rates have been increased from \$.24/lb to \$.398/lb for this renewal due to significant cost increases to the supplier for chemicals and logistics over the last year.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$73,357.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?
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 product supports the safe, effective, and efficient operation of the COS WTE. Maintaining the necessary levels of chemicals in the correct percentages support the intent of the SAP.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for boiler blasting services at the WTE
Summary (Background)	<p>Prior to maintenance outages, precision blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs.</p> <p>On September 30, 2019 bidding closed to PW ITB 5096-19 for these services and Online Cleaning Services of Marysville, CA was the only response received. The initial contract was from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions. This will be the third renewal beginning on January 1, 2023 and ending on December 31, 2023 with an anticipated annual cost not to exceed \$345,000.00 including tax.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$345,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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?

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?